



**Request for Tenders to establish a
Multi Supplier Framework Agreement
for
Print, Merchandise & Branding Services**

Tender procedure: Open procedure

Queries Deadline: 01st July 2026 @ 17:00hrs

Tender Deadline: 24th July 2026 @ 12:00hrs

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Part 1: Introduction

- 1.1 Sport Ireland Facilities DAC (the “Contracting Authority”) invites tenders (“Tenders”) from economic operators (“Tenderers”) for the award of a Multi-Party Framework Agreement for Print, Merchandise & Branding Services as described in Appendix 1 to this RFT (“the Services”).
- 1.2 The establishment of the multi-party framework agreement, four for each principal service category, for the provision of “Print, Merchandise and Branding Services” to assist Sport Ireland Facilities DAC (“SIF”) in the supply of promotional print materials and merchandise. The framework agreement is divided into the following Lots:

Lot 1: General Design & Print

Lot 2: Merchandise

Lot 3: Branding Services

Multiple suppliers will be appointed to each Lot under a multi-party framework agreement. With a maximum of four per Lot.

Tenderers may submit a Tender for one or more Lots. Where a Tenderer submits a Tender for more than one Lot, the Tenderer must clearly identify the Lots for which it is applying and provide all information required in respect of each Lot. Each Lot will be evaluated independently.

- 1.3 The estimated maximum value across all three Lots is €300,000 exclusive of VAT over the term. This value is an estimate only and actual expenditure may be greater or lesser depending on business requirements, operational needs and the availability of funding. Any call-off contracts awarded under the framework agreement will be subject to satisfactory performance, ongoing business needs.

Any estimated values provided in relation to Printing, Merchandise and Branding works are indicative only. The actual value, scope and frequency of call-off requirements under this Framework Agreement may vary from year to year and shall be dependent upon operational requirements, the availability of commercial sponsorship, and the availability of approved capital expenditure funding for individual projects.

- 1.4 A framework agreement constitutes a means of establishing the terms governing contracts to be awarded during a specified period, in particular with regard to price and where appropriate, the quantity envisaged. Under this multi-party framework agreement, contracts may be awarded either by direct award in accordance with the terms of the framework agreement and the pre-established award mechanism, or following a mini competition between framework members, as specified in the framework agreement documentation. Admission to the framework agreement does not constitute a guarantee of any minimum volume or value of services to be awarded to any framework member.

The Contracting Authority reserves the right, where permitted by applicable procurement law and where it considers it appropriate in the interests of value for money or operational requirements, to procure services outside the framework agreement. Notwithstanding the foregoing, the Contracting Authority has adopted a framework agreement approach in order to promote efficiency, consistency, and value for money over the four-year term of the framework agreement.

- 1.5 This public procurement competition (the “Competition”) is being conducted in accordance with the open procedure pursuant to the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016) (the “Regulations”). Any contract awarded pursuant to this Competition will for a term of two (2) years (“the Term”).
- 1.6 The Contracting Authority reserves the right to extend the Framework Agreement Term for a period or periods of up to twelve months with a maximum of one such extensions on the same terms and conditions and in accordance with applicable law. The Term will not exceed three (3) years in aggregate.
- 1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME” s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Client Contracts that may result from this Competition and therefore increase their social and economic benefits. Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Client Contracts that may result from this Competition.
- 1.8 No approach of any kind should be made to any other person within, or associated with, the Contracting Authority in connection with this Request for Tender. Any such approach may, at the absolute discretion of the Contracting Authority, result in the elimination of the tenderer in question from this process.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Framework and/or Contract. The conclusion of this Framework does not guarantee the award of any Contract.

In respect of the Contracting Authority, no enforceable commitment of any kind will exist unless and until a formal Contract is executed by the Contracting Authority and furnished to the Contractor in accordance with the requirements of clause 23 of the Framework Agreement. Tenderers should note the requirements of clause 23D of the Framework Agreement which provides that *“Upon execution by the Contracting Authority of a Contract, the Contractor shall comply with all obligations under the Framework Agreement, Contract and the Confidentiality Agreement.”*

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this Competition (or, for the avoidance of doubt, any individual Lot) at any time prior to a formal written Contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any Tender. The award of any Contract under the Framework Agreement does not confer exclusivity on the successful Tenderer(s).

Tenderers should note that the Contracting Authority shall be under any obligation to purchase any minimum value of Services under this Framework Agreement.

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

2.1.4 Data Protection Laws means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), in each case as amended, replaced or superseded from time to time, together with any binding guidance, statutory codes of practice, or decisions issued by the Data Protection Commission (DPC), the Information Commissioner’s Office (ICO), or any other competent supervisory authority.

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

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data

Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

- a. To submit all documentation which this RFT requires to be submitted with their Tender.
- b. To follow the format of this RFT and respond to each element in the order as set out in this RFT.
- c. To conform to and comply with all instructions and requirements set out in this RFT.
- d. Not to alter or edit this RFT in any way.
- e. To complete and submit the Tender Response Document ("TRD").

2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2, 2.6.3 or 2.6.4 below will render the Tender non-compliant and it will be rejected.

2.2.3 Tenderers should note to the extent that any specific provision in the RFT is inconsistent or conflicts with any provision in the TRD, the relevant provision of the RFT shall prevail.

2.3 FRAMEWORK AGREEMENT AND CONTRACT

2.3.1 The award of any Contract under a Framework Agreement shall be made in accordance with the rules set out in clause 23 of the Framework Agreement.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement by signing the Tenderers' Statement. Tenderers may not amend the Framework Agreement.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender submission, a scanned signed copy of the **Tenderer's Statement**, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to resubmit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

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

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

2.6 TENDER SUBMISSION REQUIREMENTS

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

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic post-box. In order to submit a document to the electronic post-box, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the “Submit Response” button will be disabled automatically upon the expiration of the response deadline.

- 2.6.2 Tenders must be received not later than 12:00 pm on Friday, 24th July 2026 (the “Tender Deadline”).

- 2.6.3 Tenders must be submitted in English.

- 2.6.4 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Word, PowerPoint, PDF Readers or equivalent.

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

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than 17:00 on Wednesday, 01st July 2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on

www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

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

2.8 TENDERING COSTS

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

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
 - (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.
- 2.9.2 The successful Tenderer must return the original signed confidentiality agreement, as set out in Appendix 6 (“Confidentiality Agreement”) to the Contracting Authority in accordance with paragraph 3.6 below.

The Confidentiality Agreement must be in the form as set out at Appendix 6 and Tenderers may not amend the Confidentiality Agreement. In the event of a Contract (as defined in clause 23D of the Framework Agreement) being activated by the Contracting Authority in compliance with clause 23, the successful Tenderer shall comply with the terms of the Confidentiality Agreement.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule contained within the Tender Response Document attached with this tender and named “TRD B – Pricing Schedule”.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 days commencing

from the Tender Deadline.

2.10.4 Any currency variations occurring over the term of any Contract shall be borne by the Tenderer.

2.10.5 Payments for Services provided pursuant to this RFT shall be made subject to and in accordance with the Framework Agreement at Appendix 5 to this RFT.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

2.11.1 In the performance of any Contract activated in accordance with clause 23 of the Framework Agreement, successful Tenderer(s) and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016, as amended

2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive the 2003 Regulations and any amendment or replacement thereof.

2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of all applicable employment legislation as amended from time to time to the provision of the Services.

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer/Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer/Subcontractor.

The terms 'Registrable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting

Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Framework Agreement or Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers' attention is drawn to the Competition Act 2002, as amended. Tenderers are reminded that collusive tendering, bid-rigging, price-fixing and other anti-competitive arrangements in connection with a public procurement competition may constitute criminal offences under that Act

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018 (as amended) and any other applicable legal or regulatory disclosure obligations. Information provided by them during this Competition may be liable to be disclosed in accordance with applicable law.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers, consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Framework Agreement and / or Contract pursuant to this Competition that the successful Tenderer shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Framework Agreement arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

A site visit can be arranged, if required.

2.21 INSURANCE

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

Type of Insurance	Indemnity Limit
Employer's Liability*	€12,700,000 limit for any one claim or series of claims arising out of a single occurrence.
Public Liability*	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence.
Product Liability Insurance*	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence.

**The Employers, Public and Product Liability policies should include an indemnity to principal's clause and confirmation will be required prior to contract award.*

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Framework Agreement under this Competition:

- i. they will, from the Commencement Date of the Framework Agreement (as defined in the Framework Agreement), obtain and hold the types and levels of insurance as specified at Paragraph 2.21.1.
- ii. the territorial limits and jurisdiction of its insurance policies include Ireland and
- iii. they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above.

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

2.21.3 The successful Tenderer will, during the term of the Framework Agreement, be required to:

- a) immediately advise the Contracting Authority any material change to its insured status;
- b) produce proof of current premiums paid upon request; and
- c) produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
- (b) Tenderers must complete the ESPD
- (c) ESPD response will be assessed in accordance with Regulation 57:
 - no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 apply to them, or
 - in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
- (d) That they satisfy the selection criteria, set out in part 3.2 below (the “Selection Criteria”), will be evaluated in accordance with the Award Criteria at part 3.3 below.

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

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

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

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

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

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

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

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

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

3.2 SELECTION CRITERIA

3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2. A Economic and Financial Standing

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

Criterion	Requirement
Turnover	Confirmation that the tendering party turnover exceeded €600,000 during one/each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason

as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2. B Technical and Professional Ability

Tenderers must declare by way of European Single Procurement Document (ESPD) that they satisfy the Technical and Professional Ability requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Provide a current valid tax clearance certificate from the Irish Revenue Commissioners.

Rule: Tenderers must provide evidence of a current and valid tax clearance certificate or, alternatively, evidence that they have applied for it. It is stressed that award of contract will be conditional upon the production and maintenance of a valid tax clearance certificate

3.3 AWARD CRITERIA

3.3.1 Tenderers may submit a Tender for one or more Lots. Where a Tenderer submits a Tender for more than one Lot, the Tenderer must clearly identify the Lots for which it is applying and provide all information required in respect of each Lot. Each Lot will be evaluated independently.

Lot 1, 2 and 3 in the Framework Agreement will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

Award Criterion		Lot 1 Print Maximum Possible Marks	Lot 2 Merchandise Maximum Possible Marks	Lot 3 Branding Maximum Possible Marks
1	Methodology for the Supply of the Goods & Quality Management	15%	10%	15%
2	Delivery & Response Times	15%	10%	10%
3	Contract Management & Service Governance	10%	10%	10%
4	Sustainability & Green Procurement	10%	10%	10%
5	Relevant Experience & Capability	10%	10%	10%
6	Provision of Samples	n/a	5%	n/a
7	Cost	40%	45%	45%
	Total	100	100	100

3.3.2 Scoring Methodology for Qualitative Award Criteria

The table below sets out how marks for the qualitative (non-cost) award criteria are awarded.

5 (81% - 100%)	Excellent response with very few or no weaknesses and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
4 (61% - 80%)	A very good response that demonstrates real understanding for the requirements and assurance that the Tenderer will delivery to a high standard.
3 (41% - 60%)	A satisfactory response which demonstrates a reasonable understanding of requirements but does not provide sufficient convincing assurance to award a higher mark.
2 (21% - 40%)	A response not meeting the minimum requirement where reservations exist. Response lacks full credibility and/or convincing detail, leaving the Contracting Authority to determine that there is risk associated with selection of the tender.
1 (1%-20%)	A response where serious reservations exist not meeting minimum requirements . This may be due to insufficient detail provided and fundamental flaws or is seriously inadequate or lacking in credibility with a high risk of unsuccessful delivery.
0	Response completely fails to address the criterion under consideration.

The 0 to 5 scoring methodologies, set out above, will be used to score tender responses. A score will be awarded to the Tenderer response to each award criterion or sub-criterion (as applicable) from 0 to 5. That score, or multiplier, will be used to calculate the marks to be awarded.

Scoring Methodology for Pricing

The Tenderers pricing proposals shall be evaluated using the following mathematical formula. The lowest priced compliant tender that meets all minimum requirements described in this document will attain the highest marks available under this criterion. The marks of all other compliant tenders will be calculated as follows:

$$\text{Marks Awarded} = \left[\frac{\text{The price of the lowest-priced tender}}{\text{The price of the tender in question}} \right] \times \text{Total Mark}$$

3.4 TIE BREAK RULES

If two or more Tenderers obtain the same highest total marks, the following tie-break rules shall be adopted. The Tenderer that has been awarded the highest total marks for the Award Criterion 1 shall be deemed to be the most economically advantageous tender ("MEAT"). If the application of the foregoing tie-break rule does

not result in the determination of a MEAT, the foregoing approach will be applied to each of the award criteria in the following descending order, until such time as a MEAT can be determined:

Order of Tie Break Evaluation:

- | | |
|----------------------|----------------------|
| 1. Award Criterion 2 | 4. Award Criterion 5 |
| 2. Award Criterion 3 | 5. Award Criterion 6 |
| 3. Award Criterion 4 | |

3.5 Awarding Contracts under the Framework Agreement

The Contracting Authority reserves the right to award contracts under this Framework Agreement in accordance with the procedures set out below.

a) Contracts with an estimated value of less than €5,000 (excluding VAT)

Where the estimated value of a requirement is less than €5,000 (excluding VAT), the Contracting Authority may award a contract by direct drawdown to the Framework Member that, in the opinion of the Contracting Authority, offers the most economically advantageous solution having regard to the specific requirements of the contract, including, where relevant, considerations such as price, quality, availability, expertise, capacity, previous performance, and suitability for the requirement.

The Contracting Authority will not be obliged to seek quotations from all Framework Members for contracts below this threshold.

b) Contracts with an estimated value of €5,000 or greater (excluding VAT)

Where the estimated value of a requirement is €5,000 or greater (excluding VAT), the Contracting Authority shall conduct a mini competition by issuing a Request for Quotation (RFQ) to all Framework Members appointed to the relevant Lot.

Contracts shall be awarded to the Framework Member submitting the most economically advantageous tender in accordance with the award criteria and methodology specified in the RFQ documentation.

The Contracting Authority reserves the right to seek clarifications from Framework Members during the mini-competition process in accordance with applicable procurement rules and the terms of this Framework Agreement.

3.6 STANDSTILL PERIOD

- 3.6.1** In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The successful Tenderer will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

- 3.6.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the successful Tenderer in respect of each award criterion assessed by the Contracting Authority.

3.7 RETURN OF SIGNED FRAMEWORK AGREEMENTS

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

Appendix 1: Requirements and Specifications

Tenderers proposals must address each of the requirements in this part of the RFT and in their tender responses submit a detailed description which demonstrates how these requirements will be met in their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is not sufficient in this regard.

In response to this Competition, Tenderers are required to complete the Tender Response Document (“TRD”) which is provided as a separate attachment to this RFT on www.etenders.gov.ie.

Only the information provided by Tenderers in the TRD will be used in the assessment and evaluation of Tenders. The TRD must be completed in full. Please refrain from adding corporate branding and embedded files within the Tender Response Documents. Brochure content will NOT be evaluated.

Tenderers should note to the extent that any specific provision in the RFT is inconsistent or conflicts with any provision in the TRD, the relevant provision of the RFT shall prevail.

Scope of Requirements under the Framework

The Contracting Authority is establishing Multi-Party Framework Agreements for the procurement of for Print, Merchandise & Branding Services.

The required services will be drawn upon to assist the Contracting Authority on a broad range of Printing, Merchandise, Branding and related projects for a maximum duration of three (3) years. The strategic objective of this Framework is to assist the Marketing team with the delivery of promotional print material, branding and merchandise manufactured/produced under environmentally best practice and regulation compliant.

The Contracting Authority will use this framework agreement as and when requirements within its scope arise. However, there is no obligation upon the Contracting Authority to make use of this framework agreement. Notwithstanding this fact, the framework agreement may be terminated in accordance with the framework agreement terms and conditions.

This competition is divided into Lots. Tenderers may submit a Tender for one or more Lots. Where a Tenderer submits a Tender for more than one Lot, the Tenderer must clearly identify the Lots for which it is applying and provide all information required in respect of each Lot. Each Lot will be evaluated independently.

The framework agreement is divided into the following Lots:

Lot 1: General Design & Print

Lot 2: Merchandise

Lot 3: Branding Services

Lot 1: General Design and Print

The Contracting Authority will require the successful tenderer to provide print services for multiple media purposes including but not limited to the following and including finished artwork services. Tenderers should note that the indicative requirements set out in this section are not an exclusive or complete list:

- Event Poster, Programme Cover
- Flyers A5 & DL flyers
- Posters
- Pull up banners
- Infographics
- Vinyl - Decals
- Temporary signage - Corry board or PVC banners/ Roll up banners
- Other promotional materials

In the procurement of print services for the Contracting Authority the tenderer will be required to ensure:

- Value for money
- Quality control of all print jobs, including colour quality, binding, paper quality finishing
- Prompt delivery Service Delivery Management
- An established Environmental Policy for print materials and procedures

The methodology must be provided of the equipment, expertise, documented procedures and management systems in place which are appropriate to address the main environmental impacts of the printing service, including:

- Sourcing of legal and sustainable paper and other materials
- Minimisation of waste during printing, finishing and other processes
- Energy efficiency at the production site(s)
- Efficient use of water at the production site(s)
- Avoidance of hazardous substances, and correct handling and disposal of any which cannot be avoided

Tenderers must describe the equipment, procedures and management systems which they and any subcontractors have in place to minimise the impact of the printing services. Evidence in the form of a certified environmental management system (e.g. ISO 14001, EMAS or equivalent) and/or energy management system may be provided.

Where it is deemed appropriate, the Contracting Authority reserves the right to carry out site visits and inspections, or to request third party inspections, in order to confirm the tenderer's capabilities.

The Tender should provide details in the tender submission of:

1. **Methodology for Supply of Goods & Quality Management** – response should include but are not limited to:
 - End to end order fulfilment process from receipt of order to delivery
 - Production methodology for Print
 - Quality assurance systems and controls
2. **Delivery & Response Times**

- Standard turnaround time for products
- Capability to meet urgent or expedited requirements
- Logistics and distribution arrangements

3. Contract Management & Service Governance

- Account management structure, including named or dedicated account manager
- Communication and escalation procedures
- Key performance indicators (KPIs) and reporting mechanisms
- Continuous improvement processes

4. Sustainability & Green Procurement Management – response should include but are not limited to:

- Sustainable sourcing of materials
- Provide details on the company policies and procedures to meet Green Public Procurement principles

5. Relevant Experience & Capability

- Evidence of capability to deliver contracts of similar scale and complexity
- Provide at least two examples of relevant contracts.

The annual value of print works is variable and may be dependent on the availability of capital expenditure allocations for individual projects.

Lot 2: Merchandise

The Contracting Authority requires the provision of branded merchandise services. Tenderers should note that the indicative requirements set out below are not exhaustive and may be subject to change during the term of the Framework Agreement.

Sample merchandise items include:

- | | |
|-------------------|---------------------------------|
| • T-shirts | • Key rings with trolley tokens |
| • Bucket Hats | • Silicone wristbands |
| • Water bottles | • Coffee Mugs |
| • Drawstring bags | • Mouse Mats |

2.1 Merchandise Supply Chain Quality

Tenderers must be able to demonstrate the resources, expertise, documented procedures and management systems they have in place to address the following aspects of the products and their supply chains:*

- **Textile fibre origin:** Systems that allow for the traceability of the source, content and production systems of natural and manmade fibres. This includes transaction records that allow for verification and traceability from the origin of the raw material or feedstock to manufacturing and processing of yarn and greige fabric.** This may include the use of third-party certifications of origin and traceability.
- **Chemical management:** The implementation of a restricted chemical substance list, including communication of the list to dyeing, printing and finishing sites, monitoring of the compliance of

production sites, and monitoring of the compliance of final products, including laboratory testing. The use of auditors for site visits, textile compliance schemes and laboratories for product testing that are accredited to international standards (e.g. ISO 17025, ISO 17065, ISO 19011 or equivalent) will also be required.

Note:

- *Evidence of supply chain management capabilities can be requested under Part II (d) of Annex XII to Directive 2014/24/EU on Public Procurement.
- **Greige is an unbleached and undyed, unfinished textile fabric which may be purchased as a commodity.

Verification

Tenderers must describe the systems and resources that they have in place to monitor and verify textile fibre origin and chemical management. This should include systems of documentation, auditing and analysis used to monitor compliance of suppliers and the final product. The resources and expertise that will be used to manage compliance must be confirmed. Relevant examples must be provided from previous contracts showing how these two aspects have been managed and verified.

2.2 Samples

As part of the tender submission, Tenderers are required to provide one sample of each listed which would match the quality of the products quoted for in TRD B:

- | | |
|----------------|------------------|
| • Kids T-shirt | • Drawstring Bag |
| • Bucket Hat | • Water bottle |

Samples will be evaluated as part of the tender assessment process, with particular regard to the quality and finish of the products.

Samples received after the tender submission deadline will not be considered. It is the sole responsibility of the Tenderer to ensure that samples are received by the Contracting Authority before the tender closing date and time. Samples should be delivered by post, courier, or hand delivery to:

Sport Ireland National Indoor Arena
Sport Ireland Campus
Snugborough Road
Blanchardstown
Dublin 15
D15 EPN4

The package should state they are “**SAMPLES – LOT 2 – Merchandise Tender**” – the name of the company should accompany the samples.

Samples will not be returned unless otherwise stated by the Contracting Authority. Tenderers shall be solely responsible for all costs associated with their submission and samples.

The Tender should provide details in the tender submission of:

1. **Methodology for Supply of Goods & Quality Management** – response should include but are not limited to:
 - End to end order fulfilment process from receipt of order to delivery

- Production methodology
- Quality assurance systems and controls

2. Delivery & Response Times

- Standard turnaround time for products (use sample products and volumes in TRD B)
- Capability to meet urgent or expedited requirements
- Logistics and distribution arrangements

3. Contract Management & Service Governance

- Account management structure, including named or dedicated account manager
- Communication and escalation procedures
- Key performance indicators (KPIs) and reporting mechanisms
- Continuous improvement processes

4. Sustainability & Green Procurement Management – response should include but are not limited to:

- Sustainable sourcing of materials.
- Provide details on the company policies and procedures to meet Green Public Procurement principles

5. Relevant Experience & Capability

- Evidence of capability to deliver contracts of similar scale and complexity
- Provide at least two examples of relevant contracts.

The value, quantity and type of branded merchandise required may vary from year to year and may be influenced by the availability of sponsorship arrangements, including but not limited to Kids/Teen Camps.

6. Samples

- Evaluation of the quality, suitability and CE Mark of the product.

Lot 3: Branding Services

We are seeking to appoint a supplier to provide a facility branding service, acting as a single point of contact for all branding requirements across our organisation.

The supplier should be capable of designing, installing, sourcing, managing, and delivering a wide range of branding solutions, including but not limited to:

- Large Format external permanent Signage/Branding
- Building branding and large-format graphics (internal and external applications)
- Vinyl graphics and decals
- Backlit signage
- Directional wayfinding outdoors

The appointed Tenderer should demonstrate the ability to provide consistent quality, competitive pricing, responsive customer service, and scalable support for ongoing and ad hoc requirements. The successful Tenderer will be expected to provide:

- **Branding Procurement Management**

End-to-end management of branding, large signage and print requirements, including design, installation, sourcing, supplier coordination, quality assurance, and delivery management.

- **Green Procurement**

Commitment to sustainable and environmentally responsible procurement practices, including the use of eco-friendly materials, waste reduction initiatives, and sustainable supply chain management.

- **Account Management**

Dedicated account management support with a clear escalation process, regular communication, and proactive management of requirements.

- **Service Delivery Management**

Efficient coordination and tracking of orders, adherence to agreed turnaround times, quality control, and reporting on service performance and KPIs.

The Tender should provide details in the tender submission of:

1. Methodology for Supply of Goods & Quality Management – response should include but are not limited to:

- End to end design, production and installation from receipt of brief to delivery
- Production methodology for Print
- Quality assurance systems and controls

2. Delivery & Response Times

- Estimated turnaround time for products
- Capability to meet urgent or expedited requirements
- Logistics and distribution arrangements

3. Contract Management & Service Governance

- Account management structure, including named or dedicated account manager
- Communication and escalation procedures
- Key performance indicators (KPIs) and reporting mechanisms
- Continuous improvement processes

4. Sustainability & Green Procurement Management – response should include but are not limited to:

- Sustainable sourcing of materials
- Provide details on the company policies and procedures to meet Green Public Procurement principles

5. Relevant Experience & Capability

- Evidence of capability to deliver contracts of similar scale and complexity
- Provide at least two examples of relevant contracts.

The annual value of branding-related works is variable and may be dependent on the availability of capital expenditure allocations for individual projects.

4. Resources

The nominated resources will provide professional services for efficient delivery of projects. The successful Framework Operators will be required to provide the necessary resources to ensure efficient delivery of projects in accordance with Contracting Authority requirements and timeframes.

5. Monitoring of the Contract

An Account Manager will be appointed by the Contracting Authority at the start of the contract to monitor progress, guide the different phases of the work and to comment on the quality of the work and timeliness of the deliverables. The successful Tenderer will be required to attend meetings and liaise with the Contracting Authority Account Manager on a regular basis.

Operation of the framework will be subject to regular performance review. The format will be agreed between the Contracting Authority and the framework member(s). The precise KPIs for performance monitoring will be agreed with the framework members. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

6. Account Management

The Contracting Authority requires tenderers to nominate a dedicated Account Manager who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the supplies/services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority.
- Provide regular reports on performance as agreed with the Contracting Authority.
- Meet as and when required to review and examine performance.
- Deal with disputes, complaints or concerns that cannot be adequately resolved.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings

NOTE: Tenderers will note that account management activities will be non-billable (the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful tenderer and delegate as required.

Appendix 2: Pricing Schedule

Tenderers are required to complete the **TRD B - Pricing Schedule** documents associated with this RFT.

1. Tenderers must not insert additional items in the TRD B - Pricing Schedule document or make any alterations to the Pricing Schedule.
2. The prices quoted in the Pricing Schedule must be fixed and all-inclusive and include all costs associated with the provision of the associated services howsoever incurred, based on the brief and descriptions provided, together with all general risks, liabilities, and obligations set out or implied in this Request for Tenders and the Contract.
3. All prices quoted in the pricing schedules must be in Euros [€], to two decimal places, exclusive of VAT, except as expressly provided.
4. The detailed price proposal must comprise a breakdown of all fees and expenses exclusive of value added tax.
5. Advise of any additional charges, which might, in any circumstances, apply to this contract. State under what circumstances these charges would apply.
6. It is expected that the prices agreed with the successful supplier will be held for the duration of the contract.
7. Confirm that all proposals made include the cost of account management, service delivery, invoicing, and the supply of all management reports.
8. The successful supplier will be required to submit a delivery docket with each order. Invoices should be submitted to Accounts following delivery and must quote the relevant purchase order. A copy of the delivery docket should also be attached as back up to the invoice. All invoices should show the relevant VAT charged.
9. The Contracting Authority shall not be under any obligation to purchase any minimum value of Services under the Framework Agreement. The Contracting Authority reserves the right to vary (increase/decrease) the demand of services as required.

Appendix 3: Tenderers' Statement

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

TENDERERS' STATEMENT

TO: Sport Ireland Facilities DAC (the "Contracting Authority")

RE: Request for Tenders for the Multi-Party Framework Agreement for Print, Merchandise & Branding Services

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

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Framework Agreement and the Confidentiality Agreement and agree if awarded a Framework Agreement to execute the Framework Agreement at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Contract pursuant to a Framework Agreement, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Framework Agreement under the RFT, have in place on the
9. Commencement Date of the Framework Agreement all insurances (if any) as required by paragraph 2.21.1 of the RFT.
10. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

remedies

Company

Print name

Address

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Multi-Party Framework Agreement for Print, Merchandise & Branding Services

NAME: [Click here and insert name] **ADDRESS:** [Click here and insert address]

I, [Click here and insert name of Declarant], having been duly authorised by [Click here and insert name of entity] sincerely declare that [Click here and insert name of entity] itself or any person who has is a member of the administrative, management or supervisory body of [Click here and insert name of entity] or has powers of representation, decision or control in [Click here and insert name of entity]:

- a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
- b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or [Click here and insert name of entity].
- c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
- d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
- e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
- f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
- g) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
- h) That the preparation of the Tender was carried out independently.
- i) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- j) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
- k) Is not guilty of grave professional misconduct.
- l) Has not entered into agreements with other economic operators aimed at distorting competition.
- m) Is not aware of any conflict of interest due to its participation in the Competition.

- n) Has not had any prior involvement in the preparation of the Competition.
- o) Has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
- p) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
- q) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

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

Signature of Declarant

Name of Declarant in print or block capitals

Declared before me by _____ who is personally known to me

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

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

Appendix 5: Services Framework Agreement

Sport Ireland Facilities DAC (the “Contracting Authority”)

and

[Insert successful Tenderer’s full legal name – to be completed on signing.]

MULTI SUPPLIER FRAMEWORK AGREEMENT

Relating to the Provision of Services pursuant to

Request for Tenders for the Multi-Party Framework Agreement
for Print, Merchandise & Branding Services

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

Sport Ireland Facilities DAC, Snugborough Road, Blanchardstown, Dublin 15, D15 EPN4 (“the Client”); and

[Contractor's full legal name], of [address] (“the Contractor”)

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

WHEREAS:

A. By Request for Tender entitled [] advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] dated [] (“the RFT”) Sport Ireland Facilities DAC invited tenders from economic operators (“Tenderers”) for the provision of the services described in Appendix 1 to the RFT (the “Services”). References to the RFT shall include any clarifications issued by Sport Ireland Facilities DAC via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the “RFT Clarifications”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.

B. The Contractor submitted a response to the RFT dated [insert date of Tender] (“the Submission”). References to the Submission shall include any clarifications issued by the Contractor in writing to the Client between [insert date] and [insert date] (the “Submission Clarifications”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED IN CONSIDERATION OF THE SUM OF €2.00 (THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE CONTRACTOR) AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:

- i. This Agreement and Schedules A to F attached hereto;
- ii. The RFT; iii. The Submission.

2. Subject to clause 23 of Schedule A to this Multi-Supplier Framework Agreement (the “Agreement”), the Contractor agrees to provide the Services described in Schedule B (“the Services”) to the Client in accordance with this Multi-Supplier Framework Agreement (“Agreement”). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission (“the Specification”).

3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement, the Client’s Contact is [], Address [], the Contractor’s Contact is [Contractor contact name] of [Contractor contact address].

5. This Agreement shall take effect on the date of this Agreement (“the Commencement Date”) and shall expire on [insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).

The Client reserves the right to extend the Term for a period or periods of up to twelve months with a maximum of two such extensions permitted subject to its obligations at law.

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

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

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
 - 1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 - 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 - 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 - 4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement, and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4), to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.
- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.
- E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold

themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.

- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

2. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission ("Key Personnel"), assigned by it to provide the Services shall be available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

3. PAYMENT

- A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
 - 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 - 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 - 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance

the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and

4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- D. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- E. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

The Contractor acknowledges, warrants, represents and undertakes that:

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder.
2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks.
3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations.
4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor.
5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement.
6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date], which confirms that none of the excluding circumstances listed in Regulation 57 of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 apply to the Contractor, remains unchanged.
7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes.
8. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9.

9. the Client shall be under no obligation to activate any minimum number or value of Services.

The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

- a. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- b. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- c. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- d. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- e. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 100 per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement regardless of the number of claims.
- f. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:
- g. 10% per cent of the Charges ("the Retention Amount") which Retention Amount shall not at any given time exceed 100 per cent of the Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.
- h. Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Services and terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

6. INTELLECTUAL PROPERTY

- A. Intellectual Property Rights (“IPR”) means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor’s standard hardware and software products or modifications or updates to such products.
- C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively “the Materials”) (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.
- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client’s Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third-party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.
- H. At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:
 - i. Procure the necessary rights for the Client to continue use.
 - ii. Replace the relevant deliverable with a non-infringing equivalent.

- iii. Replace the relevant deliverable to make it non-infringing while giving equivalent performance.
 - a. or
 - iv. If the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.
- I. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-
 - i. its professional advisers subject to the provisions of this clause 7; or as may be required by law; or
 - ii. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
 - iii. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT ("the Confidentiality Agreement").
- C. The obligations in this clause 7 will not apply to any Confidential Information:
 - i. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
 - ii. which is or becomes public knowledge other than by breach of this clause; or
 - iii. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
 - iv. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- D. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly, the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

- E. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.
- F. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.

B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;
2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

C. If the Force Majeure Event continues for 30 calendar days either Party may terminate at 14 days notice.

D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving one month's written notice to the Contractor. This Agreement may be

terminated by the Contractor, without liability for compensation or damages, by serving three months written notice to the Client.

B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

- 1.** if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
- 2.** if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
- 3.** in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
- 4.** in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.

C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 apply to the Contractor.

D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

If requested by the Client, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

- A.** The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client, the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

B.

The Contractor agrees to:

1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
3. comply with all reasonable directions of the Client; and
4. comply with the service levels and performance indicators set out in Schedule D.

C.

The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. DISPUTES

A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.

B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to The Category Manager Travel & Transport Services within the Client respectively.

C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to Mediators' Institute of Ireland to appoint a mediator.

E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.

F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

- A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
- B. This Agreement shall be executed in duplicate, and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. NOTICES

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B. All notices shall be deemed to have been served as follows:
1. if personally delivered, at the time of delivery;
 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Client from purchasing services (or Services) from a third party at any time during the currency of the Agreement.

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A.** The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B.** Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.
- C.** The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

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

22. EQUIPMENT

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
- i. Remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and ii. replace such item with a suitable substitute item of Equipment.
 - ii. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. ACTIVATION BY CLIENT OF SERVICES FRAMEWORK AGREEMENT

- A. The following shall be Framework Clients for the purposes of this Clause 23:
1. Sport Ireland Facilities DAC
 2. Sport Ireland
- B. The Contractor acknowledges and agrees that the Services shall be activated at the discretion of the Framework Client as notified to the Contractor in accordance with this Clause 23. The Contractor further acknowledges that neither the Client nor any other Framework Client shall be under any obligation to activate any minimum number or value of Services.

C. A notification by the Framework Client to the Contractor to activate the provision of Services for the purposes of this Clause 23 shall be in the form set out at Schedule E to this Agreement (the “Notification to Activate Services Form” or “NASF”) signed by the Framework Client and served on the Contractor.

D. Unless and until a NASF is executed and served in accordance with this Clause 23 by a Framework Client, discussions, submissions and negotiations between a Framework Client and the Contractor regarding the provision of the Services by the Contractor shall be treated as non-contractual and shall not create binding obligations on the parties. Upon execution by the Contractor of the NASF, the Contractor shall comply with all obligations under the Framework Agreement and the Confidentiality Agreement for the benefit of the Framework Client as if references to the Client in the Framework Agreement and the Confidentiality Agreement were references to the Framework Client and, for these purposes, the NASF, the Framework Agreement and the Confidentiality Agreement shall together constitute the “Client Contract”.

E. The Contractor will notify the Client of the activation of the purchase of Services by a Framework Client and agrees to make such returns in relation to a Client Contract as may be reasonably requested by the Client from time to time.

F. The Contractor acknowledges that, upon activation of the Services in accordance with the NASF, the obligations of the Framework Client under the Contract are a matter for the Framework Client and that the Client shall have no liability or obligation for or in respect of any default by a Framework Client. However, the Contractor shall notify the Client of any event of default and the Client may, but without obligation, seek to assist in seeking compliance with the Client Contract by the Framework Client concerned provided always that nothing in this Clause 23F shall imply or import any financial obligations on or any commitment by the Client of resources or materials.

G. Any of the Client or Framework Client’s premises made available from time to time to the Contractor by the Client or Framework Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

24. NON-SOLICITATION

- A. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer employment to any of the other Party’s employees without that other Party’s prior written consent.

25. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice (“Change Control Notice”) shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale

for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment (“Impact Assessment”).

D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party’s Contact.

E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.

F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.

G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.

H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client’s request for any variation is subsequently withdrawn but results in a delay in the performance of the Services, then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

26. DATA PROTECTION AND SECURITY

- A. In this Agreement the following terms shall have the meanings respectively ascribed to them: “Data” means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;
- i. “Data Controller” has the meaning given under the Data Protection Laws;
 - ii. “Data Processor” has the meaning given under the Data Protection Laws;
 - iii. “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.
 - iv. “Data Subject” has the meaning given under the Data Protection Laws;
 - v. “Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
 - vi. “Personal Data” has the meaning given under Data Protection Laws;
 - vii. “Processing” has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller, and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule F sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 26B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

- (1) process that Personal Data only on the written instructions of the Client;
- (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with and implement policies which are communicated or notified to the Contractor by the Client from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 26 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall:-

- i take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
- ii ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
- iii in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

A. In this Agreement the following terms shall have the meanings respectively ascribed to them:

"Data" means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or

other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

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

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

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

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

“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

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

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

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

(1) process that Personal Data only on the written instructions of the Client;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

- (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Contractor shall:-
 - (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - (2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - (3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

M. (IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE)

The Client does not consent to the Contractor appointing any third party processor of Personal Data under this Agreement.

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

the Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.

- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

27. ADDITIONAL CONDITION(S)

- A. "Not Used":

Schedule B: Specification of Service

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

Schedule F: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

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

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 2022 BETWEEN:

Sport Ireland Facilities DAC , of Snugborough Road, Blanchardstown, Dublin 15, D15 EPN4
(hereinafter “the Client”) of the one part; and

[Framework Member's legal name] of [Framework Member's address] (hereinafter called “the Contractor”) of the other part.

WHEREAS

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

The Contractor and the Client have entered into a framework agreement dated [insert date] (“the Framework Agreement”).

B. For the purposes of the tender process referred to in the RFT (the “Competition”), the Framework Agreement and any subsequent contract or contracts awarded thereunder (if any) (the “Contract(s)”) certain confidential information (the “Confidential Information”) as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

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

1. The Contractor acknowledges that Confidential Information may be provided to them by the Client and that each item of Confidential Information shall be governed by the terms of this Agreement.

2. For the purposes of this Agreement “Confidential Information” means:

2.1 unless specified in writing to the contrary by the Client all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Client, the supply of **Services/Goods** under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Framework Agreement and/or the Contract(s) including personal data within the meaning of the Data Protection Laws; and

2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection

Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

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

4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

4.2 not, without the prior written consent of the Client, to communicate or disclose any part of such Confidential Information to any person except:

i. to those employees, agents, Subcontractors and other suppliers on a need-to-know basis; and/or

ii. to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor.

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

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

i in the Contractor’s possession (with full right to disclose) before receiving it from the Client, as applicable; or

ii which is or becomes public knowledge other than by breach of this clause; or

iii is independently developed by the Contractor without access to or use of the Confidential Information; or

iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

7. to comply with all directions of the Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

8. to comply with all directions as to local security arrangements deemed reasonably necessary by the Client including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Client including by police authorities;

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

10. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Client and the Contractor so acknowledges and confirms.

11. The Contractor shall, in the performance of the Framework Agreement and any Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Client as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Client, as applicable, and in the manner agreed in writing between the Parties.

12. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Framework Agreement or termination of the Contract (if awarded) for any reason.

13. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

14. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:

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

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

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

“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

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

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

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller, and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

(1) process that Personal Data only on the written instructions of the Client;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;

- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
- ii. the data subject has enforceable rights and effective legal remedies.
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data.

E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with and implement policies which are communicated or notified to the Contractor by the Client from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall: -

1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
3. in such an event and if attributable to any default by the Contractor or any Subcontractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

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

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

SIGNED for and on behalf of the Client.

(being a duly authorised officer)

Witness

SIGNED for and on behalf of the Contractor.

Witness

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the Confidentiality Agreement]

Processing, Personal Data and Data Subjects

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

End of Document