

# Services Contract

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(1) Central Statistics Office ("CSO")

(2) XXX (the "Service Provider")

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**AGREEMENT REGARDING  
MANAGED SERVICES FOR THE CSO'S EXISTING CLOUD ENVIRONMENT**

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**SERVICES AGREEMENT** dated the **xx<sup>th</sup> day of XXXX XXXX** (the "**Commencement Date**")

## **BETWEEN**

(1) Central Statistics Office established in accordance with the Statistics Act 1993 and having its offices at Skehard Road, Cork ("**CSO**", which expression shall include its successors and assigns)

AND

(2) XXX a [limited liability company] with its offices at XXX (the "**Service Provider**", which expression shall include its successors and assigns).

(Individually called a "**Party**" and collectively called the "**Parties**").

## **WHEREAS**

(A) By invitation to tender entitled "Managed Services for the CSO's Existing Cloud Environment" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [redacted] of [redacted] ("the **RFT**") the CSO invited tenders for a Services Agreement for the provision of the managed services described in Appendix 1 of the RFT and Schedule 1 hereto (the "**Services**"). References to the RFT shall include any clarifications issued by the CSO via the messaging facility on www.etenders.gov.ie (the "**Electronic Platform**") 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 Service Provider submitted a response to the RFT dated [insert date of Response to the RFT] (the "**Response to the RFT**"). References to the Response to the RFT shall include any clarifications issued by the CSO in writing via the Electronic Platform to the Service Provider between [insert date] and [insert date] (the "**Response to the RFT Clarifications**"). The Response to the RFT (including the Response to the RFT Clarifications) is hereby incorporated by reference into this Agreement.

(C) CSO requires the performance of ongoing managed services for its existing AWS Environment (defined below) and wishes to engage the Service Provider to perform the Services.

(D) The Service Provider has agreed to perform the Services on the terms and conditions contained in this Agreement.

## **NOW IT IS HEREBY AGREED**

### **1. INTERPRETATION AND DEFINITIONS**

1.1. In this Agreement, unless the context otherwise suggests:

"**Agreement**" means the provisions of this services agreement (including the Schedules) as may from time to time be varied in accordance with Clauses 9 and 26;

"**AWS**" means Amazon Web Services.

"**AWS Environment**" means the AWS cloud computing infrastructure, platform, and

associated services (including without limitation compute, storage, networking, and database resources) provisioned, configured, and operated by or on behalf of CSO under its AWS account(s), together with all software, tools, APIs, and configurations deployed therein.

**"AWS Terms"** means the AWS customer agreement and associated service terms in place between CSO and AWS.

**"Background Intellectual Property"** means any and all Intellectual Property that is owned by or licensed to either Party and which are or have been developed independently of this Agreement, the Services and Deliverables (whether prior to or after the **"Commencement Date"**). As between the Parties, Background Intellectual Property belonging to the CSO includes the **"AWS Environment"**;

**"Bias"** includes an inclination, leaning, tendency, bent, a preponderating disposition or propensity, predisposition, predilection and/or prejudice. Bias can include subjective or objective bias. Objective bias, for these purposes, includes where there is a reasonable apprehension or suspicion that the entity in question might have been biased (i.e. where, although there was no actual bias, there is an appearance of bias);

**"Business Day"** means a day other than a Saturday, Sunday, or other day on which commercial banks in Ireland are authorized or required by law to be closed for business;

**"Change of Control"** means a change in the possession, whether directly or indirectly, of the power to direct or cause the direction of the Service Provider's management or policies, whether through ownership of shares, by contract, or by any other means;

**"CSO Data"** means any and all information, data, materials, works, expressions, or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of CSO by or through the Services, or (b) collected, downloaded, or otherwise received by the Service Provider or the Services for CSO pursuant to this Agreement or at the written request or instruction of CSO. All output, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, derived from, or otherwise using any CSO Data are themselves also CSO Data. For the avoidance of doubt, CSO Data includes all User Data;

**"Confidential Information"** means this Agreement and any and all information disclosed by or on behalf of a Party to the other Party (or to which the other Party is given access) before or after the date of this Agreement, in any form whatsoever, whether or not marked as confidential, relating to the business, affairs, operations, finances, strategies, Intellectual Property, know-how, data systems, plans, or processes of the disclosing Party. Confidential Information includes any analyses, compilations, studies, notes, reports, or other documents prepared by or on behalf of either Party with respect to the Agreement and/or the Services. For the avoidance of doubt, CSO Data shall constitute Confidential Information of CSO regardless of the circumstances in which it is disclosed or accessed.

**"Conflict of Interest"** means any conflict of interest or Bias or any other factor, whether arising through personal interest, current or prospective contractual obligations or any other activity or association that the Service Provider or any of the Service Provider's Personnel has which would compromise the independence of the Service Provider in its performance of the Services or any aspect of the Services for CSO pursuant to this Agreement and any of its subject matter or which could create the perception that the independence of the Service Provider in its performance of the Services might be so compromised including, without limitation:

- (i) An interest which would or could compromise the independence of the Service Provider

in its performance of the Services pursuant to this Agreement;

- (ii) An interest which could (in the opinion of CSO) create the reasonable perception that the independence of the Service Provider in its performance of the Services might be so compromised;
- (iii) A substantial pecuniary interest (whether by way of a shareholding or otherwise) in an “authorised undertaking” (within the meaning of Regulation 2(1) of the European Communities (Electronic Communications Networks and Services) (Authorisation) Regulations 2011 (S.I. No. 335 of 2011)) or in a “postal service provider” as defined in section 6(1) of the Communications Regulation (Postal Services) Act 2011;
- (iv) A contract (whether oral or written) with any person regulated by CSO or potentially affected by any decisions of CSO or which represent any persons regulated or potentially affected by decisions of CSO;
- (v) A position of employment, directorship (whether executive or non-executive) or any position of emolument with any person regulated by CSO or potentially affected by any decisions of CSO or which represent any persons regulated or potentially affected by decisions of CSO;
- (vi) Where the Service Provider has in the past undertaken work for an organisation (or a subsidiary or an associated company of an organisation) that might be affected by decisions to be taken by CSO and which are in any way connected with the Services, in circumstances where the Service Provider was privy to confidential information that would give, or might reasonably be perceived to give, the Service Provider (and by extension CSO) an unfair advantage in relation to an organisation that might be affected by any future decisions to be taken by CSO relating to, or connected with, matters falling within the scope of the Services; and
- (vii) Any conflict of interest which has been disclosed or is disclosable by the Service Provider to CSO and a perception of a conflict of interest.

“**Deliverables**” include, without limitation, all reports, data, spreadsheets, configurations, documentation, artefacts, output, product, work and any other deliverables whatever produced by the Service Provider for the CSO specifically in the performance of the Services and/or this Agreement;

“**Deliverables Intellectual Property**” means all Intellectual Property Rights in the Deliverables, other than Background Intellectual Property Rights;

“**EEA**” means the European Economic Area;

“**Euro**” means the lawful currency of Ireland;

“**Fees**” means the Fees described in Schedule 2 and payable in accordance with Clause 4 and Schedule 2;

“**Good Industry Practice**” means that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading service provider within the relevant industry or business sector.

“**Group of Companies**” has the meaning given to it in Section 8 of the Companies Act 2014;

“**Harmful Code**” means any: (a) virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase,

or otherwise harm, any computer, systems, or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive CSO of their lawful right to use the Services;

**“Intellectual Property”** includes, without limitation, any copyright (including copyright in computer software and all source code), database rights, sui generis database rights, discoveries, concepts, domain names, patents, secret or other processes, technologies, know-how, inventions, ideas, goodwill, utility models, improvements, information, trade secrets, all copyright works, business methods, logos, designs, trademarks, service marks, business names, domain names, business methods, utility models, design rights (whether registered or unregistered and including any application or right of application or right of renewal in relation to any of them), trade secrets, manuals (user; training; technical) and all other industrial or intellectual property rights including moral rights of whatever nature whether registered or unregistered in any application for such rights and any similar proprietary rights and any related goodwill;

**“Liabilities”** includes all costs claims, demands, damages, expenses, actions, compensation, charges, settlements, proceedings, penalties, losses, fines, awards and liabilities (including legal and professional fees and costs, together with VAT) whatsoever;

**“Month”** means a calendar month;

**“Parties”** means CSO and the Service Provider;

**“Process”** means to perform any operation or set of operations on any data, information, material, work, expression, or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or (c) block, erase, or destroy.

**“Processing”** and **“Processed”** have correlative meanings;

**“Procurement Directive”** means Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement;

**“Procurement Documents”** means the RFT (including the detailed requirements for the Services contained therein or appended thereto), together with all appendices and schedules;

**“Replacement Contractor”** means any third party which is engaged by the CSO to provide the Services following the expiration or termination of this Agreement;

**“Service Level Agreement”** means the service level agreement set out in Schedule 3 to this Agreement;

**“Service Provider’s Personnel”** means the personnel engaged by the Service Provider to provide the Services and includes for the avoidance of doubt any employees, representatives and/or agents of the Service Provider or its sub-contractors of any tier in any way involved in the performance of the Service Provider’s obligations under this Agreement and/or the Services or any Deliverables;

**“Service Provider’s Key Personnel”** means the Service Provider's Personnel (if any) specified in Part 3 of Schedule 2;

**“Service Provider’s Systems”** means the information technology infrastructure, including all computers, software, databases, electronic systems (including database management

systems), and networks used by or for the Service Provider in connection with the Services;

**"Tax Clearance Certificate"** means a tax clearance certificate issued by the Irish Revenue Commissioners;

**"Term"** has the meaning set out in Clause 3.1 of this Agreement;

**"TUPE Regulations"** means the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (as amended);

**"User Data"** means any and all information reflecting the access or use of the Services by or on behalf of CSO, including any end user profile, visit, session, impression, click through, or click stream data, and any statistical or other analysis, information, or data based on or derived from any of the foregoing.

1.2. In this Agreement (except where the context otherwise requires or unless otherwise specified):

1.2.1. any reference to a Clause, Schedule, sub-clause or paragraph is to the Clause, Schedule, sub-clause or paragraph of or to this Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears;

1.2.2. the index and clause headings are included for convenience only and shall not affect the interpretation of this Agreement;

1.2.3. the use of the singular includes the plural and vice versa;

1.2.4. the use of any gender includes the other genders;

1.2.5. a reference to any statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any regulation, order, instrument or subordinate legislation for the time being in force made under the relevant statute or statutory provision;

1.2.6. references to persons in this Agreement include bodies corporate, unincorporated associations or partnerships and any reference to a person includes a reference to that person's legal personal representatives, successors and lawful assigns;

1.2.7. where the words "include(s)", "including" or "in particular" are used in this Agreement, they are deemed to have the words "without limitation" following them and where the context permits, the words "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them; and

1.2.8. any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.3. This Agreement will not be interpreted *contra proferentum*.

1.4. The Schedules to this Agreement form part of this Agreement and shall have effect as

if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules to this Agreement.

## **2. ENGAGEMENT OF THE SERVICE PROVIDER**

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

2.1.1 This Agreement and the schedules attached hereto;

2.1.2 The RFT;

2.1.3 The Response to the RFT.

2.2. In the event of any conflict or inconsistency between this Agreement and the AWS Terms, this Agreement shall prevail to the extent of such conflict or inconsistency, save that the Parties acknowledge that certain AWS Terms (including acceptable use policies and service-specific terms) are imposed on CSO by AWS and may not be capable of amendment by either Party. Where compliance with the AWS Terms would require the Parties to act in a manner inconsistent with their obligations under this Agreement, the Service Provider shall promptly notify the CSO and the Parties shall discuss in good faith how to resolve such conflict.

2.3. Subject to Clause 2.4, CSO agrees to engage the Service Provider to perform the Services and the Service Provider agrees to perform the Services on the terms and conditions contained in this Agreement.

2.4. The following shall be conditions precedent to this Agreement coming in to force:

2.4.1. the Service Provider (and any third party engaged by the Service Provider to assist in the provision of the Services) having disclosed to the CSO in writing any Conflict of Interest;

2.4.2. the Service Provider providing CSO with documentary proof that it possesses a Tax Clearance Certificate and the insurance cover required under Clause 12. However, the supply to CSO of a Tax Clearance Certificate or any draft or final insurance policy or insurance certificate shall not imply acceptance by CSO that the terms of the Tax Clearance Certificate are satisfactory or that the extent of the insurance cover is sufficient, or that its terms are satisfactory, nor does it serve to otherwise limit or relieve the Service Provider of its liabilities and obligations under this Agreement, unless as otherwise expressly provided for under this Agreement; and

2.4.3. if the Service Provider is not resident in Ireland or its business is registered outside of Ireland, the Service Provider providing CSO with a statement from the Revenue Commissioners (in lieu of a Tax Clearance Certificate) confirming suitability on tax grounds to be awarded this Agreement.

2.5. The Service Provider shall render and perform the Services using all reasonable care, skill and ability to be expected of a properly qualified service provider experienced in providing services comparable in type, scope, complexity and purpose to the Services, in a timely manner and in accordance with the description of the requirements of the Services as set out in Schedule 1 and Appendix 1 of the RFT so as to give to CSO the full and complete benefit of the Service Provider's experience and expertise.

- 2.6. The Service Provider shall ensure that the Services comply at all times with the service levels set out in the Service Level Agreement.
- 2.7. Without prejudice to Clause 2.4, the Service Provider shall exercise (and shall procure that its agents, sub-contractors, the Service Provider's Personnel and all other third parties engaged by the Service Provider to assist in the provision of the Services shall exercise) in the performance of the Services that standard of skill, care and diligence reasonably to be expected of a properly qualified service provider experienced in providing services comparable in type, scope, complexity and purpose to the Services. This includes that the Service Provider (and any agent, sub-contractor, employee, or third party engaged by the Service Provider) shall perform the Services in accordance with Good Industry Practice and shall comply with all applicable laws, including environmental, social and labour laws, and with the international conventions listed in Annex X of the Procurement Directive 2014/24/EU as transposed in Ireland by Regulation 57 of the European Communities (Award of Public Authorities' Contracts) Regulations 2016.
- 2.8. The Service Provider's Personnel may be required to provide the Services at CSO's premises from time to time.
- 2.9. The Service Provider represents and warrants to CSO that it and the Service Provider's Personnel have the experience, qualifications and necessary ability to undertake the Services.
- 2.10. The Service Provider shall take such precautions and institute such procedures as to ensure that they are ISO 27001 (information security management) approved and certified for the duration of the Term in respect of their operations in so far as they relate to the provision of the Services. The Service Provider shall at all times during the Term comply with the National Cyber Security Centre (NCSC) guidelines on cyber security for public sector ICT procurement. For the avoidance of doubt, the security requirements of the AWS Environment are satisfied by AWS' own compliance with relevant standards.
- 2.11. The Service Provider represents and warrants to CSO that:
  - 2.11.1. it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement;
  - 2.11.2. the execution, delivery and performance by it of this Agreement has been authorised by all necessary action on its part;
  - 2.11.3. each of the obligations of the Service Provider under this Agreement constitute legally binding obligations on the Service Provider;
  - 2.11.4. there are no actions, suits or proceedings or regulatory investigations pending or, to the Service Provider's knowledge, threatened against or affecting the Service Provider before any court or administrative body or arbitration tribunal that might affect the ability of the Service Provider to perform its obligations under this Agreement;
  - 2.11.5. the status of the Service Provider, as declared in the "Declaration as to Personal circumstances of Tenderer" submitted on [To be confirmed], which confirms that none of the excluding circumstances listed in Article 57 of the

Procurement Directive apply to the Service Provider, remains unchanged;

- 2.11.6. the Service Provider shall take all reasonable steps not to introduce any Harmful Code into CSO's network and information systems via the Services or otherwise; and
  - 2.11.7. the Services and materials provided by the Service Provider under this Agreement will not infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party.
- 2.12. The following operating principles shall apply throughout the term of this Agreement in respect of the Services (the "**Operating Principles**"):
- 2.12.1. The AWS Environment is owned by and registered in the name of the CSO. The Service Provider acknowledges and agrees that nothing in this Agreement shall transfer or be deemed to transfer any ownership interest in the AWS Environment or any part thereof to the Service Provider.
  - 2.12.2. The Service Provider shall be granted controlled, role-based access to the AWS Environment solely for the purpose of delivering the Services in accordance with this Agreement. All such access shall be subject to the principle of least privilege and shall be governed by CSO-defined identity and access management policies, standards and approval controls.
  - 2.12.3. The Service Provider shall not own, resell, rebrand or commercially bundle any part of the AWS Environment, and shall not use its access to the AWS Environment for any purpose other than the provision of the Services.
  - 2.12.4. Strategic cloud governance, architectural authority and cloud financial governance (including financial operations, budgeting, forecasting and cost control) shall at all times remain the sole responsibility of the CSO. The Service Provider shall operate strictly within CSO-defined policies, standards and approval processes. The Service Provider shall not assume ownership or control of any such functions, and no operational delegation to the Service Provider shall be construed as a transfer of strategic governance authority.
  - 2.12.5. AWS shall remain the CSO's hyperscale cloud provider for the duration of this Agreement. The CSO shall retain direct contractual arrangements with AWS, and the Service Provider shall not be a contractual party to the CSO's AWS agreements. The Service Provider shall have no authority to negotiate, amend or commit to AWS commercial terms on behalf of the CSO, and shall not enter into any financial, commercial or contractual obligations with AWS in connection with the Services without the express prior written authorisation of the CSO.
  - 2.12.6. The CSO will procure, own and operate an independent cloud observability tool for the monitoring of relevant cloud assets, services and events across the AWS Environment (the "**Observability Tool**"). Ownership and control of the Observability Tool shall remain solely with the CSO. The Service Provider shall operate in conjunction with that tool and shall receive, review, triage and manage relevant operational alerts arising from it, together with any

associated operational actions, investigations, escalations and service response activities required in connection with the Services.

2.13. The Parties acknowledge that the Services are delivered within a tripartite operating model comprising the CSO, the Service Provider and AWS as the underlying cloud service provider. The following allocation of responsibilities shall apply throughout the Term:

2.13.1. The CSO shall retain responsibility as specified in clause 2.12

2.13.2. The Service Provider shall be responsible for the delivery of the Services as set out in Schedule 1 in accordance with the terms of this Agreement.

2.13.3. The Parties acknowledge that AWS provides the underlying cloud infrastructure and platform services pursuant to the AWS Terms. AWS's responsibilities in respect of the underlying infrastructure are governed solely by the AWS Terms. Neither Party shall have any liability to the other under this Agreement in respect of any failure, outage, deficiency or security incident to the extent that such failure, outage, deficiency or security incident is directly attributable to a matter falling within AWS's area of responsibility under the AWS Terms, provided that the Service Provider shall remain responsible for: (i) promptly detecting and escalating any such issue; (ii) coordinating with AWS to seek resolution; and (iii) implementing any remedial measures within its operational control.

### **3. COMMENCEMENT AND TERMINATION**

3.1. The Agreement shall commence on the Commencement Date and terminate on the date being three (3) years after the Commencement Date (the "**Term**"), unless terminated earlier in accordance with the provisions of this Agreement.

3.2. CSO reserves the right, in its sole discretion, to extend the Term for a period or periods of up to twelve (12) months, with a maximum of two such extensions on the same terms and conditions, subject to CSO's obligations at law. CSO shall provide written notice to the Service Provider of each and any such extension to the Term at least three (3) months in advance of the expiration of the then current Term.

3.3. If the Service Provider:

(i) abandons this Agreement or commits a material breach of any of its obligations under this Agreement which is incapable of remedy or which, if capable of remedy, is not remedied within fifteen (15) days of receiving notice from CSO to remedy such breach;

(ii) its employees, servants or agents or any of them commit any act of grave misconduct or gross default, crime, fraud, dishonesty, or any conduct tending to bring either the Service Provider or CSO into disrepute or affecting the business of CSO;

(iii) through its employees, servants or agents or otherwise is in default or neglect in the discharge of its obligations under this Agreement or is, by reason of the ill

health of its employees, servants or agents or otherwise unable to fulfil its obligations under this Agreement to the satisfaction of CSO;

- (iv) enters into voluntary or compulsory liquidation (except for the purpose of reconstruction or amalgamation), or if a receiver or examiner of any of its assets is appointed;
- (v) undergoes a Change of Control to which CSO does not give its prior written consent unless that Change of Control does not materially affect the Service Provider's ability to carry out the Agreement; or
- (vi) if in the reasonable opinion of CSO, it appears that the Service Provider's Personnel or the Service Provider has a Conflict of Interest;

CSO may, without prejudice to any other right or remedy, terminate this Agreement by giving the Service Provider five (5) days written notice thereof.

- 3.4. In addition, and without prejudice to the above, where CSO becomes aware that any of the exclusion grounds set out in Article 57 of the Procurement Directive apply to any sub-contractor engaged by the Service Provider, CSO reserves the right to require the Service Provider to immediately replace the sub-contractor and the Service Provider shall comply with such requirement. The Service Provider shall include, in every sub-contract relating to performance of the Services into which it enters, (i) a right for the Service Provider to terminate the sub-contract where any of the exclusion grounds set out in Article 57 of the Procurement Directive apply to the sub-contractor; and (ii) a requirement that the sub-contractor, in turn, shall include a provision having the same effect in every sub-contract relating to performance of the Services into which the sub-contractor enters.
- 3.5. CSO may terminate this Agreement without cause, in whole or in part and without liability for compensation or damages, by serving three (3) months prior written notice.
- 3.6. The Service Provider may terminate this Agreement on thirty (30) days prior written notice where the CSO commits a material breach of any of its obligations under this Agreement which is incapable of remedy or which, if capable of remedy, is not remedied within fifteen (15) days of receiving notice from the Service Provider to remedy such breach.
- 3.7. The Service Provider may not change any of the Service Provider's Key Personnel without the prior written consent of CSO (such consent not to be unreasonably withheld). If any of the Service Provider's Key Personnel become unable to perform the Services through accident, ill health, unsound mind, are convicted of any criminal offence or are otherwise unable to undertake the Services or part thereof, the Service Provider must inform CSO immediately and CSO may request the Service Provider to immediately remove that person and to replace them. If any of the Service Provider's Key Personnel are replaced for any reason, any such replacement(s) shall, to the satisfaction of CSO, possess qualifications and experience equal to or greater than the Service Provider's Key Personnel who are being replaced. If the Service Provider fails to nominate a replacement who is acceptable to CSO within ten (10) Business Days after CSO so requests a replacement, CSO may immediately terminate this Agreement by notice in writing. If, within three (3) months of the appointment of any replacement of Service Provider's Key Personnel, CSO is not satisfied with the performance of such replacement, CSO may request Service Provider to immediately remove that person

and replace them.

3.8. If CSO is not satisfied with the standard of any part of the Services performed by the Service Provider or if there are persistent failures to meet the service levels set out in the Service Level Agreement, it may by written notice require the Service Provider to remedy any service deficiencies within a period of fourteen (14) days of the receipt of such a notice.

3.9. If:

(i) conditions arise because of a change in Government policy, or the passing of any law, or the issuing of any guidance or circular by a Government department, which in the opinion of CSO, makes it advisable or necessary to dispense with the Services under this Agreement; or

(ii) CSO considers it necessary or prudent to terminate this Agreement (in whole or in part) to comply with public procurement law or to settle or resolve any related complaint or proceedings,

CSO may terminate this Agreement upon ten (10) Business Days written notice to the Service Provider. Such a termination shall be effected in the manner specified in the said notice and shall be without prejudice to any claims which either party may have against the other under this Agreement. In the event of such termination by CSO, CSO shall pay to the Service Provider such Fees as are properly owing to the Service Provider for Services performed up to the date of such termination.

3.10. If this Agreement is terminated for any reason other than pursuant to Clause 3.3, the Service Provider shall be entitled to payment directly attributable to the proportion of the Services properly completed in accordance with this Agreement, prior to such termination of this Agreement. Any prepaid Fees for the Services to be completed after such termination shall forthwith, upon termination, be refunded to CSO. If this Agreement is terminated by the CSO in accordance with Clause 3.4, the Service Provider shall be entitled to reimbursement for reasonably committed, properly vouched costs incurred in connection with the provision of the Services under this Agreement.

3.11. CSO shall not be liable to the Service Provider (or to any third party engaged by the Service Provider to assist in the provision of the Services) for any loss of profit, contracts, goodwill, business opportunity or anticipated saving suffered or incurred by the Service Provider arising out of or in connection with this Agreement, whether by termination of it or otherwise.

3.12. Termination of this Agreement shall be without prejudice to the rights and remedies of either party in relation to any negligence, omission or default of the other party prior to termination.

3.13. The termination or expiry of this Agreement (in whole or in part) shall not affect either Party's rights, remedies, liabilities or obligations accrued prior to the date of termination or expiration or any rights, remedies, liabilities or obligations of either Party which are stated or by implication are intended to survive or commence after the expiration or termination of this Agreement.

- 3.14. CSO's rights to terminate this Agreement as provided for in this Clause 3 are in addition to any other rights of termination provided for in this Agreement.
- 3.15. If CSO terminates this Agreement because of a material breach of this Agreement it may rely on a single material breach, a number of material breaches or repeated material breaches.
- 3.16. Upon termination of this Agreement for any reason, CSO may procure substitute services from another supplier. In the case of termination under Clause 3.3(iv), the costs of procuring an alternative supplier of the Services shall be reimbursed to CSO by the Service Provider.
- 3.17. On termination of this Agreement, the Service Provider shall execute and deliver all Confidential Information and all documentation prepared by the Service Provider and all other documentation in its custody or control relating to the Services to CSO and shall take further steps as CSO may reasonably require for the purpose of fully vesting in CSO all rights and benefits of the Service Provider arising therefrom.

#### **4. FEES**

- 4.1. In consideration of the provision of the Services in accordance with this Agreement, CSO shall pay to the Service Provider the Fees for the amounts and at the times set out in Schedule 2.
- 4.2. CSO shall pay the Service Provider all amounts due and owing within 30 days of the receipt of a valid invoice from the Service Provider unless CSO disputes any portion of an invoice, in which case CSO shall notify the Service Provider of the amount in dispute and the reasons therefor. A valid invoice must contain a valid Purchase Order number. Invoices shall be supported by a written report and where set out in Schedule 2, shall be supported by time analysis in respect of the work undertaken by the Service Provider and shall be sent electronically to [To Be Confirmed]
- 4.3. Invoices with respect to any Fees additional to those set out in Schedule 2 shall not be submitted to CSO unless CSO has provided prior written approval.
- 4.4. The Service Provider agrees that neither it (nor any third party engaged by it to assist in the provision of the Services) is or shall become an employee or agent of CSO or be entitled to any fee, salary, pension, bonus, or other fringe benefits from CSO and it is agreed that the Service Provider shall be responsible for the deduction of income tax liabilities and Pay Related Social Insurance (PRSI) or similar contributions, if applicable, arising from the payment of the Fees to the Service Provider under this Agreement.
- 4.5. The payment of any Fees under this Agreement is conditional on CSO having in its possession at the time of payment a valid and current Tax Clearance Certificate and/or a Tax Clearance Access Number and Tax Reference Number which can be used to obtain online verification of its tax status.
- 4.6. If CSO is not satisfied with the standard of any part of the work carried out by the Service Provider and requires the Service Provider to rectify any defective work in accordance with Clause 3.8, such remedial work as may be required shall be carried

out by the Service Provider at its own expense and it shall not be entitled to any Fees in respect of such remedial work.

- 4.7. If for any reason CSO is dissatisfied with the performance of the Service Provider, a reasonable and proportionate sum may be withheld from any payment (the "**Retention Amount**").

In such event CSO 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 said Services as identified by CSO or resolution of outstanding queries. CSO shall hold the Retention Amount on behalf of the Service Provider without any obligation to invest. The terms of this clause 4.7 shall be without prejudice to and not be in substitution for any other remedy of CSO under this Agreement

- 4.8. Service Provider shall not withhold or delay any Services or fail to perform any Services or obligations hereunder by reason of: (a) CSO's good faith withholding of any payment or amount in accordance with clause 4.7; or (b) any dispute whatsoever between the Parties, including any payment or other dispute arising under or concerning this Agreement.

## **5. ACCESS TO INFORMATION, REPORTING, COOPERATION AND AUDIT**

- 5.1. CSO shall make available to the Service Provider and its servants or agents any information reasonably required by the Service Provider to enable it to fulfil its obligations under this Agreement.
- 5.2. The Service Provider shall appoint a competent and appropriately qualified and experienced manager for the Services for the purposes of overseeing and coordinating the timely and proper delivery of the Services who shall be available for consultation with CSO during normal business hours during the Term.
- 5.3. CSO and its representative and the Service Provider and its representative shall liaise and co-operate with each other with a view to achieving, inter alia, the best, most effective and efficient delivery of the Services.
- 5.4. The Service Provider shall report to CSO on all matters referred to the Service Provider under this Agreement in such form and with such frequency and within such time periods as are reasonably specified by CSO and CSO shall be entitled to have full and free access to all papers, results and data generated by the Service Provider in the performance of the Agreement and Services.
- 5.5. The Service Provider shall submit to CSO reports at such times as CSO shall reasonably require and in such format as CSO shall reasonably require (including electronic format) so as to be capable of audit. Records and reports and other materials shall be kept in good order and in safe storage.
- 5.6. The Service Provider shall maintain proper accounts and records of its performance under this Agreement.
- 5.7. CSO may at any time, on giving fourteen (14) days notice (save in the case of emergency when no notice shall be required to be given), conduct an audit (itself and/or

using an auditor with relevant experience and qualifications) of the Service Provider for the following purposes:

- 5.7.1. to verify the accuracy of the Fees (including the calculation of same);
  - 5.7.2. to review the Service Provider's compliance with and performance of its obligations under this Agreement including but not limited to conducting such audit in respect of security measures; databases; application code reviews; access control; business continuity; internal processes and procedures; and service delivery;
  - 5.7.3. to review the Service Provider's accounts and records held and maintained in accordance with Clause 5.6; and
  - 5.7.4. to carry out the audit and certification of CSO's accounts.
- 5.8. If, as a result of the exercise by CSO of its audit rights referred to in Clause 5.7, CSO is not satisfied that the Service Provider is providing the Services in accordance with its obligations pursuant to this Agreement, CSO shall so inform the Service Provider and the Service Provider shall forthwith take such actions as are necessary to ensure compliance. The rights of CSO pursuant to this Clause 5.8 are independent of, and in addition to, any other rights and remedies it may have.
- 5.9. Without prejudice to any legal requirement or longer retention requirement under this Agreement, all accounts and records shall be retained for a period of three (3) years following completion of the Services.

## **6. CONFIDENTIAL INFORMATION AND ANNOUNCEMENTS**

- 6.1. Subject to Clause 6.2, during the term of this Agreement and at any time after the termination or expiry of this Agreement each Party shall (and shall procure that its employees, representatives, sub-contractors, agents and any third party engaged by it to assist in the provision of the Services):
- (i) keep safe, secure, secret and strictly confidential the Confidential Information of the other Party (the "**Disclosing Party**");
  - (ii) not use any Confidential Information provided by the Disclosing Party for any purpose other than in the performance of its obligations under this Agreement or in the case of the CSO in the receipt of Services;
  - (iii) not disclose any Confidential Information to any person (with the exception of employees or sub-contractors involved in the delivery of the Services, representatives, agents or, in the case of the Service Provider, other entities within the same corporate group) except with the prior written consent of the Disclosing Party or in accordance with Clause 6.2;
  - (iv) use all reasonable endeavours to prevent the use or disclosure of Confidential Information;
  - (v) not use or disclose the Confidential Information to any third party without CSO's prior written consent;

- (vi) immediately notify the Disclosing Party in writing if the Party suspects that the confidentiality and security of the Confidential Information has been breached.
- 6.2. A Party may disclose information which would otherwise be Confidential Information if and to the extent that:
- (i) it is required by law;
  - (ii) the information has come into the public domain or in to the knowledge of the relevant Party, otherwise than through a breach of this Clause 6 (or any other confidentiality agreement);
  - (iii) it is required by existing contractual obligations of which the other Party is made aware prior to the Commencement Date of this Agreement;
  - (iv) it is required by a regulatory or Government body in Ireland to which it is subject provided that, to the extent permissible, it gives the other Party as much advance notice as reasonably possible and permits the Party to make representations; or;
  - (v) the disclosure is to its professional advisers, other officers, employees and subcontractors (a "**Recipient**") to the extent that disclosure is reasonably necessary for the purposes of this Agreement.
- 6.3. The Service Provider shall ensure that a Recipient is made aware of and complies with the Service Provider's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.
- 6.4. At CSO's request, the Service Provider shall provide, and shall procure that any relevant Recipient provide, satisfactory evidence that the obligations outlined at Clause 6.3 have been implemented and are being maintained to a level acceptable to CSO. This evidence shall be provided with five (5) working days of CSO's request.
- 6.5. The Service Provider shall indemnify CSO, its officers, employees and agents against any action, claim or demand, costs (including legal costs), liabilities, damages or expenses arising from or incurred by the CSO by reason of any breach of the provisions of this Clause 6 by the Service Provider.
- 6.6. Each Party shall within one (1) month of termination or expiry of this Agreement:
- (i) return to the Disclosing Party all Confidential Information insofar as it is in tangible form together with all copies thereof, provided however that in such case the Party shall be entitled to retain one copy of same for professional indemnity purposes which copy shall only be used for such purposes; and
  - (ii) provide a signed statement to the Disclosing Party certifying that all Confidential Information has either been delivered or destroyed.
- 6.7. The Service Provider acknowledges that CSO may be required to grant access to records held by CSO in relation to the Services (including Confidential Information) to members of the public pursuant to the provisions of the Freedom of Information Act 2014 and the Service Provider shall provide CSO with copies of any relevant records (for the purpose of the Freedom of Information Act 2014) held by it within five (5) days

of a request being made by CSO.

- 6.8. The Service Provider acknowledges that any Confidential Information marked by CSO as, or claimed as, legally privileged shall be privileged and the benefit of the privilege belongs to CSO. The provision of legally privileged Confidential Information to the Service Provider does not amount to any waiver of privilege.
- 6.9. The Service Provider acknowledges that prior to the execution of this Agreement it has familiarised itself with and is aware of the provisions of the Freedom of Information Act 2014 and CSO's procedures in relation thereto which are published on CSO's website at [www.cso.ie](http://www.cso.ie).
- 6.10. Subject to this Clause 6, no public announcement concerning this Agreement, the Services or any ancillary matter shall be made by the Service Provider, without the prior written consent of CSO. The Service Provider shall not therefore communicate directly or indirectly with the print or broadcast media or any agency nor shall it publish any articles or similar relating to this Agreement.
- 6.11. Clause 6.10 does not apply to a public announcement, communication or circular to be made or sent by the Service Provider, if it is required by law, or any regulatory or Government body, to which it is subject.
- 6.12. CSO reserves the right at its sole discretion to publish information about the Agreement. Where the Service Provider (acting reasonably) notifies CSO that financial and/or economic information supplied by it to CSO is confidential or commercially sensitive information, CSO will take account of such representations in considering whether to disclose the relevant information.
- 6.13. This Clause 6 survives the termination or expiration of this Agreement.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. The Service Provider and its licensors shall retain ownership of all Background Intellectual Property of the Service Provider or its third party licensors. CSO and its licensors shall retain ownership of all Background Intellectual Property of CSO or its third party licensors and CSO shall own all Deliverables Intellectual Property.
- 7.2. CSO has no, and will not, acquire any right, title or interest in or to the Background Intellectual Property of the Service Provider or its third party licensors. However, the Service Provider hereby grants to CSO (and its consultants and other contractors) a revocable, fully paid up, worldwide, royalty free, non-exclusive, transferable and sub-licensable licence to use the Background Intellectual Property of the Service Provider in connection with CSO's use of, and/or in order to obtain the full benefit for CSO of, the Services for the Term of this Agreement.
- 7.3. Subject to the Operating Principles, CSO hereby grants the Service Provider a revocable non-exclusive non-transferable limited licence to use Background Intellectual Property of CSO solely to the extent necessary for the Service Provider to provide the Services in accordance with this Agreement, and not for any other purpose. This licence will immediately cease upon the termination or expiry of this Agreement (or earlier to the extent that any such Background Intellectual Property of CSO is not

required by the Service Provider for the purpose of fulfilling its obligations to provide the Services under this Agreement).

- 7.4. The Service Provider assigns to CSO, with full title guarantee and free from all third party rights, the Deliverables Intellectual Property, together with the right to sue for and recover damages or other relief in respect of infringement of the Deliverables Intellectual Property.
- 7.5. The Service Provider shall, promptly at CSO's request, do (or procure the doing of) all such further acts and things and execute (or procure the execution of) all such other documents as CSO may from time to time require for the purpose of securing for CSO the full benefit of all rights, title and interest in and to the Deliverables Intellectual Property.
- 7.6. CSO may, but is not required to, provide CSO Data to the Service Provider in connection with this Agreement. As between CSO and the Service Provider, CSO is and will remain the sole and exclusive owner of all right, title, and interest in and to all CSO Data, including all Intellectual Property Rights relating thereto, subject only to the limited license granted in clause 7.7.
- 7.7. Subject to the terms and conditions of this Agreement, CSO hereby grants the Service Provider a limited, royalty-free, fully-paid up, non-exclusive, non-transferable and non-sublicensable license to Process the CSO Data solely as necessary to provide the Services for CSO's benefit as provided in this Agreement.
- 7.8. Except for the limited license expressly provided in clause 7.7, nothing contained in this Agreement shall be construed as granting the Service Provider or any third party any right, title, or interest in or to any CSO Data.
- 7.9. The Service Provider shall indemnify CSO, its officers, employees and agents against any action, claim or demand, costs (including legal costs), liabilities, damages or expenses arising from or incurred by reason of any infringement of any third party's Intellectual Property rights in respect of the performance of the Services.
- 7.10. If any claim is made or brought against CSO in respect of the matters referred to in Clause 7.9, the Service Provider shall be immediately notified thereof and may, with the assistance of CSO, if required, but at the sole expense of the Service Provider, conduct all negotiations for the settlement of the same, or any litigation that may arise therefrom, provided before undertaking the conduct of such negotiations or litigation the Service Provider shall have given to CSO such security as shall reasonably be required to cover any compensation, damages, expenses and costs which might become payable or be incurred by CSO in respect of or as a result of such negotiations or litigation.
- 7.11. The provisions of this Clause 7 will continue to apply notwithstanding the termination or expiry of this Agreement for any reason and notwithstanding the completion of the performance of the Services.

## **8. COMPLIANCE WITH LAWS**

- 8.1. The Service Provider shall comply with and shall procure that the Service Provider's Personnel, employees, agents and servants or sub-contractors, comply with all relevant laws and the requirements of any statutory authority, regulatory or government body in performing the Services.

## **9. VARIATION OF SERVICES**

- 9.1. Subject to Clause 26, CSO may by written notice require the Service Provider to vary the nature, scope or timing of the Services or to provide additional services not falling within the scope of the Services (the "**Additional Services**"), provided that, in the opinion of CSO, the variation does not give rise to a breach of applicable public procurement law.
- 9.2. Where CSO requires Additional Services, the Parties shall if necessary, negotiate a variation of the Fees (subject to and in accordance with Part B of Schedule 1) and the requirements for the delivery of Services and the Additional Services, but otherwise the variation of the Services shall be on the same terms and conditions as contained in this Agreement.
- 9.3. Subject to clause 9.1 and 9.2, the Service Provider acknowledges that the Services are limited to the Services and do not involve the selection, design, build or procurement of a new platform or environment.

## **10. SUSPENSION OF SERVICES**

- 10.1. CSO may by notice require the Service Provider to suspend the progress of the whole or any part of the Services for a specified period upon receipt of such a notice.
- 10.2. Unless such suspension is necessary by reason of some default of or breach of this Agreement by the Service Provider for which it is responsible, the following provisions shall apply:
- (i) the Service Provider shall be entitled to an extension of time for performance of the obligation(s) to which the suspension relates; and
  - (ii) the Service Provider shall be reimbursed by CSO in respect of any increased costs reasonably incurred by the Service Provider by reason of such suspension.
- 10.3. Following any such period of suspension referred to in this Clause, CSO may by notice require the Service Provider to immediately recommence work on all or any part of the suspended Services.

## **11. LIMITATION OF LIABILITY**

- 11.1. With the exception of any liability of the Service Provider pursuant to Clauses 6, 7.9, 13, and 16.8 the liability of the Service Provider under this Agreement shall otherwise, to the fullest extent permitted by law, be limited to one and a half (1.5) times the total Fees paid or payable under this Agreement. CSO agrees it shall take reasonable steps within

its control to mitigate any liability to the Service Provider pursuant to this Agreement.

- 11.2. Nothing in this Agreement excludes or limits the liability of either Party in respect of fraud, death or personal injury to any person arising as a result of the negligence or wilful acts or omissions of a Party, its employees, agents, approved sub-contractors or any other person for which that Party has responsibility or for any other liability which cannot be excluded under applicable law.
- 11.3. Neither Party shall be liable to the other Party for any indirect or consequential losses arising out of or in connection with this Agreement.
- 11.4. If any claim, demand, action or proceeding is made or brought by a third party against a Party (the “**Claiming Party**”) in respect of which the Claiming Party seeks to recover from the other Party (the “**Responding Party**”) under any indemnity or other provision of this Agreement, the Claiming Party shall:
  - 11.4.1. notify the Responding Party in writing as soon as reasonably practicable after becoming aware of such claim, providing reasonable details of the claim and the amount claimed (to the extent known);
  - 11.4.2. not make any admission of liability, agreement, settlement or compromise in relation to such claim without the prior written consent of the Responding Party (such consent not to be unreasonably withheld or delayed);
  - 11.4.3. give the Responding Party and its professional advisers reasonable access to its premises and personnel and to any relevant documents, records and information in its possession or control as the Responding Party may reasonably request for the purposes of assessing and defending such claim; and
  - 11.4.4. take such action as the Responding Party may reasonably request to avoid, dispute, defend, compromise or mitigate such claim, provided that the Responding Party shall indemnify the Claiming Party against any reasonable costs or expenses incurred by the Claiming Party in taking such action.
  - 11.4.5. Failure by the Claiming Party to comply with the requirements of this Clause shall not relieve the Responding Party of its obligations under any indemnity in this Agreement, except to the extent that the Responding Party has been materially prejudiced by such failure.
- 11.5. This Clause 11 survives the expiration or termination of this Agreement.

## **12. INSURANCE**

- 12.1. With effect from the Commencement Date, the Service Provider will, at its sole cost and expense, effect and maintain for the benefit of CSO for the term of this Agreement, and such further period as may be required or ought prudently to be effected and maintained after the expiration or termination of this Agreement, insurance cover with reputable insurers to cover its liabilities that may arise under or in connection with this Agreement including, without limitation:

- (i) public liability insurance with minimum cover of €6,500,000 for each and every claim;
- (ii) employer's liability insurance with minimum cover of €13,000,000 for each and every claim;
- (iii) professional indemnity insurance with minimum cover of €2,000,000 for each and every claim (which professional indemnity insurance will be kept in place for at least six (6) years from the expiration or termination of this Agreement); and
- (iv) cyber liability insurance with minimum cover of €1,000,000 for each and every claim.

12.2. The relevant insurer will indemnify CSO directly against a claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify CSO, the Service Provider shall use all insurance monies received by it to indemnify CSO in respect of any claim and shall make good any deficiency from its own resources.

12.3. The Service Provider shall ensure that CSO's interest is noted on the policy (or policies) referred to in Clause 12.1 or that the policy (or policies) contain an indemnity to principals clause (which provides equivalent protection for CSO) and at the request of CSO, or CSO's insurance broker, furnish a certificate from its insurers confirming that the policy (or policies) are in place and the amounts of cover which are provided for. The Service Provider shall notify CSO immediately in the event that any insurance ceases to be available or maintained.

12.4. At CSO's request the Service Provider shall increase the agreed insurance limits or obtain additional coverage at CSO's expense.

12.5. If the Service Provider fails to provide the insurance cover specified in Clause 12.1, CSO may do so for the whole or part of the period for which such cover is required, without being under any obligation so to do, and may deduct any costs it incurs in obtaining such cover from any Fees due to the Service Provider under this Agreement, or otherwise recover such sums from the Service Provider.

12.6. Neither failure to comply nor full compliance with the insurance provisions of this Agreement shall limit or relieve the Service Provider of its liabilities and obligations arising under this Agreement.

12.7. At any time during the Term, the Service Provider shall produce to CSO, on request, copies of all insurance policies referred to in this Clause 12.1 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

12.8. Where the insurance policies held by the Service Provider in accordance with clause 12.1 above are due to lapse prior to the end of the Term (or such longer terms as may be specified for such insurance policy in clause 12.1), it shall be the responsibility of the Service Provider to ensure that the said insurance policies are renewed and that the renewed insurance details are notified to CSO.

12.9. If, for whatever reason, the Service Provider fails to give effect to and maintain in effect

the insurances required by this Agreement then CSO may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.

### **13. DATA PROTECTION**

13.1. For the purposes of this Clause 13, the terms Personal Data, Data Controller, Data Processor, Data Subject, Personal Data Breach, process and processing have the meanings set out in Data Protection Legislation. "Data Protection Legislation" means

the Data Protection Acts 1988 to 2018 (DPAs), the European Communities (Electronic Communications Networks and Services) (Privacy And Electronic Communications) Regulations 2011 (SI No. 336/2011), and the EU General Data Protection Regulation (Regulation EU/2016/679) (GDPR), and any amendments, supplements, replacements and/or successors of the foregoing and any delegated acts and/or statutory instruments made under the foregoing

13.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the CSO is the Data Controller and the Service Provider is the Data Processor in respect of Data which is Personal Data. Schedule 4 sets out the scope, nature and purpose of Processing by the Service Provider, the duration of the Processing and the types of Personal Data and categories of Data Subject.

13.3. The Service Provider shall and hereby warrants that it shall:

13.3.1. process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes of providing the Services and in accordance with CSO's documented instructions from time to time and shall not process the Personal Data for any other purpose. The Service Provider will keep a record of any processing of Personal Data it carries out on behalf of CSO; take all measures required pursuant to Article 32 of the GDPR, including without limitation to ensure its own compliance with the requirements under Article 32 GDPR and to assist CSO in meeting its obligations under Article 32 GDPR;

13.3.2. ensure that it has in place appropriate technical and organisational security measures, reviewed and approved by CSO 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);

13.3.3. ensure that access to the Personal Data is limited to those employees who need access to the Personal Data to meet the Service Provider's obligations under this Agreement and such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties;

13.3.4. ensure that all of its employees involved with the Services have committed themselves to confidentiality and are aware both of the Service Provider's duties and their personal duties and obligations under Data Protection Legislation, Applicable Laws and this Agreement;

13.3.5. promptly comply with any request from CSO requiring the Service Provider to amend, transfer or delete the Personal Data;

- 13.3.6. provide, at CSO's request, a copy of all Personal Data held by it in the format and on the media reasonably specified by CSO, including so as to enable CSO to comply with its obligations under Articles 15 – 22 of the GDPR;
- 13.3.7. not authorise a third party (sub-contractor) to process the Personal Data unless:
- (i) CSO has provided its prior written consent;
  - (ii) the same obligations as set out in this Agreement, and in particular, this Clause 13, shall be imposed on the sub-processor by way of a contract between the Service Provider and the sub-contractor;
  - (iii) where the sub-contractor fails to fulfil its data protection obligations, the Service Provider shall remain fully liable to CSO for the performance of that sub-contractor's obligations; and
  - (iv) provided that the sub-contractor's contract terminates automatically on termination of this Agreement for any reason.
- 13.3.8. not transfer the Personal Data outside the Republic of Ireland without the prior written consent of CSO and (subject to that consent) ensure that the following conditions are fulfilled:-
- (i) CSO or the Service Provider has provided for and implemented appropriate safeguards in relation to the transfer, approved in advance by CSO;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) the Service Provider complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) the Service Provider complies with reasonable instructions notified to it in advance by CSO with respect to the processing of the Personal Data;
- 13.3.9. within 24 hours of becoming aware, inform CSO on becoming so aware of any Personal Data Breach or if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable, and provide CSO with full co-operation and assistance to enable it to investigate and to understand the causes of any Personal Data Breach or such other incidents including so as to allow CSO to remedy same. Without prejudice to this, the Service Provider will restore such Personal Data at its own expense;
- 13.3.10. process the Personal Data in compliance with Data Protection Legislation and all Applicable Laws; and
- 13.3.11. provide all reasonable assistance to CSO in ensuring compliance by CSO with the latter's obligations under Articles 15 – 22 GDPR and under Articles 32 – 36 GDPR.

- 13.4. If the Service Provider receives any complaint, notice or communication (whether from a Data Subject or from a data protection supervisory authority or otherwise) which relates directly or indirectly to the processing of the Personal Data or to either Party's compliance with the Data Protection Legislation, it shall immediately notify CSO and it shall provide CSO with full co-operation and assistance in relation to any such complaint, notice or communication.
- 13.5. If the Service Provider receives a request from a Data Subject to exercise his/her rights under Data Protection Legislation, the Service Provider shall:
- (i) notify CSO within two Business Days of receiving such a request;
  - (ii) provide CSO with full co-operation and assistance in relation to any such request made by the Data Subject to exercise their said rights; and
  - (iii) not disclose the Personal Data to any Data Subject or to a third party other than at the request of CSO or as provided for in this Agreement.
- 13.6. The Service Provider shall make available to CSO all information necessary to demonstrate compliance with Data Protection Legislation. CSO is entitled, on giving at least seven Business Days notice to the Service Provider, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Processor. This requirement to give notice will not apply if CSO has reasonable grounds to believe that the Service Provider is in breach of any of its obligations under this Clause 13.
- 13.7. The Service Provider agrees to indemnify and keep indemnified and defend at its own expense CSO on its own behalf and on behalf of any subcontractors against all costs, fines, penalties claims, damages or expenses incurred by CSO or for which CSO may become liable due to any failure by the Service Provider, its employees, subcontractors or agents to comply with Data Protection Legislation or any of the Service Provider's obligations under this Clause 13.
- 13.8. The Service Provider shall, at the choice of CSO, delete or return to CSO all Personal Data after the end of the provision of the Services relating to processing and deletes existing copies unless Union or Member State law requires storage of the Personal Data.
- 13.9. Subject to the provisions of this Clause 13, the Service Provider:
- 13.9.1. will not transfer CSO Data outside of the EEA without the prior written consent of CSO;
  - 13.9.2. may process routine contract administration data (other than any data which is classified as Personal Data or CSO Data) using its standard business systems whether in Ireland, the EEA or otherwise;
  - 13.9.3. in compliance with the 1993 Act (as defined in Clause 33), all statistical data provided by or on behalf of the CSO under this Agreement must remain within Ireland.

## 14. JOINT AND SEVERAL LIABILITY

- 14.1. If the Service Provider is comprised of more than one person or legal entity, unless expressly provided otherwise, all representations, warranties, indemnities, undertakings, covenants, agreements and obligations made, given or entered into in this Agreement by the Service Provider are made, given or entered into jointly and severally by each of the persons that constitute the Service Provider.
- 14.2. If the Service Provider is comprised of more than one person or legal entity CSO may take action against any one or more of the Service Provider members and/or may release or compromise in whole or in part the liability of any one or more of the Service Provider members under this Agreement or grant any time or other indulgence without affecting the liability of the other persons that constitute the Service Provider under this Agreement..

## 15. NON-SOLICITATION

- 15.1. Each Party agrees that, both during the continuance of this Agreement and for a period of twelve (12) months thereafter, it shall not solicit or endeavour to solicit or entice away from the service of the other Party any person employed by that other Party in any capacity whatsoever, whether or not such an employee would commit a breach of his employment contract in so doing. This restriction shall not apply to publicly advertised vacancies applied for in the normal course.

## 16. EXIT AND TRANSITION

- 16.1. The Parties agree to meet as soon as possible after the Commencement Date, but in any event within three (3) months of the Commencement Date, to agree in good faith an exit plan (the "**Exit Plan**") for transitioning the provision of the Services to the CSO or a Replacement Contractor during the six (6) month period following the expiry or termination of this Agreement (the "**Exit Assistance Period**").
- 16.2. The Exit Plan shall be reviewed and updated by the Parties at least once every twelve (12) months during the Term. In the event of termination or expiry of this Agreement, the Service Provider agrees to comply with its obligations as set out in the Exit Plan. The costs of the Service Provider's provision of transition assistance under the Exit Plan shall be borne by the Service Provider where this Agreement is terminated pursuant to Clause 3.3 (termination for cause) and by the CSO at the Service Provider's standard day rates, as set out in Schedule 2, in all other cases.
- 16.3. The Service Provider shall, at its own cost, upon request by CSO, co-operate with CSO and/or any Replacement Contractor to the extent reasonably required to facilitate (a) the preparation by CSO of any invitation to tender or (b) CSO undertaking due diligence in connection with an actual or proposed procurement process or (c) the smooth and successful completion of the transfer of operations to the Replacement Contractor in respect of its provision of the Services to the CSO as set out in the Exit Plan and, for the avoidance of doubt, including the provision by the Service Provider of any information reasonably requested by CSO to the Replacement Contractor or as directed otherwise by CSO. Any such information requested by CSO shall be provided within seven (7) days of the date of such request. For the avoidance of doubt, the

Service Provider shall not be required to disclose any of its proprietary methodologies, tools, trade secrets or commercially sensitive information that does not form part of the Deliverables or that is not reasonably required for the Replacement Contractor to assume responsibility for the Services.

- 16.4. At the time of providing the information disclosed pursuant to Clause 16.3, the Service Provider shall, warrant the completeness and accuracy of all such information to CSO and CSO may assign the benefit of this warranty held by it to the Replacement Contractor. The Service Provider shall promptly notify CSO of any material changes to the information provided pursuant to Clause 16.3.
- 16.5. Without limiting the foregoing, the Service Provider shall, at the CSO's discretion, continue to provide the Services during the Exit Assistance Period at the service levels specified in Schedule 3 and shall provide such transition and migration assistance as the CSO may reasonably require in accordance with the Exit Plan.
- 16.6. It is the intention of the parties that the employees of the Service Provider who are engaged in the provision of the Services shall remain as employees of the Service Provider and shall not transfer employment to CSO at any time during the term or on or after termination of this Agreement.
- 16.7. CSO does not accept responsibility, financial or otherwise, for any costs, claims, liabilities, damages or losses howsoever arising out of the employment, termination of employment, redundancy or dismissal of any employees of the Service Provider engaged in the provision of the Services or any other of the Service Provider's Personnel.
- 16.8. The Service Provider undertakes to CSO (both for itself and any Replacement Contractor) to indemnify and hold CSO and any Replacement Contractor harmless from and against any Liabilities which CSO or any Replacement Contractor may suffer, sustain, incur, pay or be put to arising from or in connection with:
  - 16.8.1. the employment of such employees of the Service Provider as are engaged in the provision of the Services, including any employment related taxes, or the termination of their employment by the Service Provider;
  - 16.8.2. any failure by the Service Provider to comply with its legal obligations in respect of any of its employees who are engaged in the provision of the Services;
  - 16.8.3. any failure by the Service Provider to comply with its legal obligations in relation to the transfer to a third party, by virtue of the TUPE Regulations, of the employment of any employee; and/or
  - 16.8.4. the failure of the Service Provider to comply with its obligations under any of the TUPE Regulations.
- 16.9. The Service Provider agrees to co-operate with CSO and with any Replacement Contractor to ensure that any obligations arising from the TUPE Regulations will be fulfilled.

16.10. The Service Provider shall implement and maintain throughout the Term a disaster recovery plan (the “**Disaster Recovery Plan**”) that is capable of ensuring the continued availability and the recovery of all CSO Data in the event of any failure, disruption or disaster affecting the Services. The Disaster Recovery Plan shall be provided to CSO for review and approval within three (3) months of the Commencement Date and shall be reviewed and updated by the Service Provider at least annually thereafter.

## 17. FORCE MAJEURE

17.1. If a party (the “**Affected Party**”) is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event:

17.1.1. the Affected Party’s obligations under this Agreement are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;

17.1.2. as soon as reasonably possible after the start of the Force Majeure Event, the Affected Party shall notify the other party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;

17.1.3. if the Affected Party does not comply with Clause 17.1.2, it forfeits its rights under Clause 17.1.1; and

17.1.4. the Affected Party shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement and immediately after the end of the Force Majeure Event the Affected Party shall notify the other party that the Force Majeure Event has ended and resume performance of its obligations under this Agreement.

17.2. If the Force Majeure Event continues for more than three (3) months starting on the day the Force Majeure Event starts, a party may terminate this Agreement by giving not less than thirty (30) days written notice to the other party.

17.3. In this Clause 17, a “**Force Majeure Event**” means the occurrence of:

- (i) any nuclear, chemical or biological contamination;
- (ii) pressure waves caused by devices travelling at supersonic speeds;
- (iii) acts of God; outbreak of disease; pandemic; earthquake; volcanic ash; windstorm; storm; fire; natural disaster; flood; tempest;
- (iv) acts of Government or regulatory authorities;
- (v) war; civil war; riot; armed conflict; terrorism; explosion; malicious damage; civil commotion; and/or
- (vi) failure of supply of electrical power or public telecommunication equipment or

lines, excluding industrial action of whatever nature or cause (strikes, lockouts or similar) occurring at the Service Providers' place(s) of business or data centres at which the CSO Data is stored.

the effects of which could not have been prevented by the Party concerned taking due care and/or steps reasonably open to it.

## **18. ASSIGNMENT AND SUB-CONTRACTING**

18.1. This Agreement is personal to the Parties and neither of them may, without the written consent of the other (such consent not to be unreasonably withheld in the case of a proposed assignment to another entity within the Party's Group of Companies), assign, sub-contract, mortgage, charge (otherwise than by floating charge), create an interest in any trust over, or dispose of any of its rights or obligations under this Agreement.

18.2. The Service Provider shall not sub-contract or otherwise engage any third party to provide all or any part of the Services without obtaining the prior written consent of CSO. If the Service Provider wishes to apply for the consent of CSO to appoint or change a sub-contractor, the Service Provider shall give CSO not less than fourteen (14) days notice of:

- (i) the intended appointment of the sub-contractor, with detailed particulars which shall include its relevant experience; and
- (ii) the intended commencement date and scope of the sub-contractor's work.

18.3. If the Service Provider has obtained the consent of CSO to sub-contract or otherwise engage any third party to provide all or any part of the Services, the consent shall:

- (i) not operate as an authority to transfer responsibility to the sub-contractor for the proper and due performance of the obligations of the Service Provider contained in this Agreement; and
- (ii) not relieve the Service Provider from any of its obligations or liabilities under this Agreement and the Service Provider shall be responsible for the acts or defaults of any sub-contractor, its agents or employees, as if they were the acts or defaults of the Service Provider.

18.4. At CSO's request, the Service Provider shall procure that any proposed sub-contractor or any third party otherwise engaged to provide part or all of the Services enters into a confidentiality agreement with CSO, prior to any consent being given by CSO to the appointment by the Service Provider of the proposed sub-contractor or third party.

18.5. A change in the legal status of CSO shall not affect the validity of this Agreement.

## **19. RELATIONSHIP OF PARTIES AND SCOPE OF AUTHORITY**

19.1. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall create, or be interpreted or construed as creating a partnership, association, or joint venture or other co-operative entity between the Parties, nor establish a relationship of agency between the Parties.

- 19.2. The Parties acknowledge that nothing in this Agreement or in any other agreement between the Parties shall give rise to the relationship of employer / employee between CSO and the Service Provider and any of the Service Provider's Personnel and any replacement or any other persons supplied to CSO by the Service Provider in respect of the Services to be performed under this Agreement.
- 19.3. Neither Party shall have any right, power or authority to enter into any agreement, or act on behalf of, or to act as or to be an agent or representative of, or to otherwise bind the other Party unless expressly provided otherwise in this Agreement.
- 19.4. Without limiting the above, and to the fullest extent permitted by law, the European Communities (Commercial Agents) Regulations 1994 and the European Communities (Commercial Agents) Regulations 1997 shall not apply to this Agreement and neither the Service Provider, nor any of the Service Provider's Personnel shall have continuing authority to negotiate the sale or purchase of goods in connection with the Services on behalf of CSO, save and unless permitted in accordance with Schedule 1.

## **20. ENTIRE AGREEMENT**

- 20.1. This Agreement (and the Schedules hereto) constitutes the entire agreement and understanding between the Parties with respect to the Services and supersedes any previous agreements, negotiations and discussions between the Parties.
- 20.2. Each of the Parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it (if any), it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly contained in this Agreement. Nothing in this Agreement shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

## **21. WITHHOLDING TAX**

- 21.1. All payments to be made pursuant to this Agreement shall be subject to professional services withholding tax under the provisions of Part 18, Chapter 1 of the Taxes Consolidation Act 1997 at the prevailing rate.

## **22. NOTICES**

- 22.1. Any notice or other communication given or made under this Agreement shall be in writing, and may be delivered to the relevant party or sent by pre-paid registered post to the address of that party specified in this Agreement, or such other address as may be notified hereunder, by that party from time to time for this purpose and shall be effective notwithstanding any change of address not so notified.
- 22.2. Unless the contrary is proved, each notice or communication for the purposes of this Agreement shall be deemed to have been given or made and delivered (if by post) forty eight (48) hours after posting or (if delivered by hand) when left at the relevant address.

## **23. WAIVERS AND REMEDIES**

- 23.1. The failure by CSO to exercise or delay in exercising a right or remedy provided by this Agreement or by law shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver by CSO of a breach of any of the terms of this Agreement or of a default under this Agreement shall not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver by CSO of a breach of any of the terms of this Agreement or of a default under this Agreement shall not prevent CSO from subsequently requiring compliance with the waived obligation.
- 23.2. The rights and remedies provided by this Agreement are cumulative and (subject to what is otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.
- 23.3. CSO's rights and remedies survive any delivery, inspection, acceptance, payment, reports or performance pursuant to the Agreement and extend to any substituted or remedial Services provided by the Service Provider.
- 23.4. Unless a right or remedy of CSO is expressed to be an exclusive right or remedy, the exercise of it by CSO is without prejudice to CSO's other rights and remedies under this Agreement and/or at law or in equity. CSO's rights and remedies survive any delivery, inspection, acceptance, payment, reports or performance pursuant to this Agreement and extend to any substituted or remedial Services provided by the Service Provider.

## **24. LEGAL OPINION**

- 24.1. Without prejudice to Clause 2.7, the Service Provider shall, if requested by CSO, at the Service Provider's expense, procure the provision of a written legal opinion of a qualified barrister or solicitor certifying that:
- (i) the Service Provider has all requisite corporate power to execute, deliver and perform its obligations under this Agreement;
  - (ii) such execution, delivery and performance of this Agreement have been duly authorised by appropriate corporate action; and
  - (iii) this Agreement constitutes legally binding obligations on the Service Provider.
- 24.2. Any legal opinion requested by CSO in accordance with Clause 24.1 shall be of such form and content as shall be approved by CSO.

## **25. FURTHER ASSURANCE**

- 25.1. Each Party shall, at its own cost, from time to time and being required to do so by the other Party, now or at any time in the future, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the other Party as the other Party may reasonably consider necessary, to give full effect to this Agreement.

## **26. VARIATION**

26.1. A variation of any of the terms of this Agreement shall not be valid unless it is in writing and signed by or on behalf of each of the Parties.

## **27. SEVERABILITY**

27.1. If any provision or part-provision of this Agreement is found by any court, arbitrator or administrative body of competent jurisdiction to be invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

27.2. If any provision of this Agreement shall be found by any court, arbitrator or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

## **28. COUNTERPARTS**

28.1. This Agreement takes legal effect from the Commencement Date. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

## **29. COSTS**

29.1. The Parties shall be responsible for their respective legal and other costs incurred in relation to the preparation of this Agreement.

## **30. RESOLUTION OF DISPUTES**

30.1. The Parties shall make a good faith effort to settle amicably any dispute which may arise between them under or in connection with this Agreement. Any dispute which the Parties are unable to settle amicably after such effort shall be decided, pursuant to Clause 31 herein, by the courts of Ireland in accordance with Irish law.

## **31. GOVERNING LAW AND JURISDICTION**

31.1. This Agreement, and all disputes arising out of or in connection with this Agreement, shall in all respects be governed by, construed and take effect in accordance with the laws of Ireland.

31.2. The Parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to hear and decide any suits, actions or proceedings and to settle any disputes which may arise out of or are in connection with this Agreement.

## **32. ALLOW ELECTRONIC SIGNATURE**

32.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be a duplicate original and all of which when taken together will constitute the one agreement. The Parties acknowledge and agree that:

- (i) this Agreement may be executed by any form of electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature; and
- (ii) transmission of an executed counterpart of the Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Agreement. No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

### **33. STATISTICS ACT 1993**

33.1. The CSO is governed by the Statistics Act, 1993 (the “**1993 Act**”) and the Service Provider, its employees, agents and any subcontractors, shall familiarize themselves with the provisions of the 1993 Act and shall ensure full compliance at all times with the 1993 Act. In particular the Service Provider shall ensure compliance with the following parts of the 1993 Act: Sections 20 & 21 regarding Officers of Statistics, Part V regarding Protection of Information and Part VI regarding Offences.

In advance of the commencement of the Services under the Agreement the CSO may appoint Service Provider’s Key Personnel as Officers of Statistics under Section 20 of the 1993 Act and such persons shall be obliged to sign Declarations of Confidentiality and Declarations of Secrecy. The Service Provider shall ensure that the persons appointed as Officers of Statistics are made aware of their legal obligations as Officers of Statistics and that these obligations continue to apply to them after the termination of the Agreement. The CSO may also require any other employees, agents or subcontractors of the Service Provider who have access to certain information to sign Declarations of Confidentiality.

### **34. CHANGE CONTROL PROCEDURE**

34.1. 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 that relate to the scope of the Services.

34.2. The change control procedures set out in this Clause will apply to all changes to the scope of the Services irrespective of whether CSO or the Service Provider proposes the change.

34.3. A change control notice (“**Change Control Notice**”) shall be prepared for all change requests in respect of the scope of the Services. 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, if the change is proposed by the Service Provider, an analysis quantifying the impact of the proposed change on the affected CSO functions.

34.4. All Change Control Notices proposing changes to this Agreement must be submitted

for review to the other Party.

- 34.5. The Parties must indicate their acceptance or rejection of the change control request within a reasonable timeframe of its completion, subject to a maximum of fifteen (15) Business Days or such other period agreed between the Parties.
- 34.6. On approval of a Change Control Notice, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- 34.7. In the event that either Party rejects the Change Control Notice, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- 34.8. The Parties 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 CSO's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services, then the Service Provider 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.

**IN WITNESS WHEREOF** this Agreement has been entered into the day and year first  
**HEREIN WRITTEN**

**SIGNED by**

\_\_\_\_\_  
Duly authorised on behalf of CSO

**In the presence of:**

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Address: Central Statistics Office, Skehard Road, Cork

**SIGNED FOR AND ON BEHALF OF THE SERVICE PROVIDER:**

Signed: \_\_\_\_\_

Name:

Title:

Business Address:

Duly authorised on behalf of the Service Provider

**In the presence of:**

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Address:

**SCHEDULE 1  
THE SERVICES**

*[to be populated at contract award stage based on the specification set out in the RFT and as informed by the successful tenderers submission*

*]*

## SCHEDULE 2

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### FEES AND SERVICE PROVIDER'S PERSONNEL

*[to be populated at contract award stage based on the pricing details set out in the RFT and as informed by the successful tenderers submission]*

**SCHEDULE 3**

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**SERVICE LEVEL AGREEMENT**

## Schedule 4: Data Protection

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### Processing, Personal Data and Data Subjects

#### **Processing by the Service Provider**

*[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
4. Technical and Organisational Measures of Service Provider

