

Request for Tender (RFT) Open Procedure (Non-OJEU)

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RFT Title	Provision of ICT Managed Services

Clarification Deadline	3 pm on Friday 10 July 2026
Tender Submission Deadline	3 pm on Friday 17 July 2026

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Part A: Instructions to Tenderers

1. **The National Oil Reserves Agency / An Ghníomhaireacht Chúltaca Ola Náisiúnta** (“the Client”) seeks Tender responses for the provision of **ICT Managed Services**. Detailed requirements and specifications are outlined in **Part C** of this RFT.
2. Any contract that may result from this Competition will be for a term of three (3) years (“the Term”). The Client reserves the right, at its discretion, to extend the Term of the contract for a further 12 months on the same terms and conditions, subject to obligations at law.
3. The anticipated contract commencement date is **1 September, 2026**.
4. While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Client does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution(s) needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.
5. The Client (“Contracting Authority”) may cancel this Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Client.
6. This RFT does not constitute an offer or commitment to enter into a Services Contract.
7. No contractual rights in relation to the Client (“Contracting Authority”) will exist unless and until a formal written Services Contract has been executed by or on behalf of the Client.
8. Any notification of preferred bidder status by the Client (“Contracting Authority”) shall not give rise to any enforceable rights by the Tenderer.
9. The Client does not bind itself to accept the lowest priced or any tender.
10. The successful Tenderer agrees to execute and comply with the terms and conditions of a Services Contract. Tenderers are required to confirm, in a statement as set out at **Part C of the Tender Response Document (“TRD”)** to this RFT their acceptance of the terms and conditions of the Services Contract at Part D to this RFT and the Confidentiality Agreement at Part E to this RFT. Tenderers may not amend the Tenderer’s Statement or the Confidentiality Agreement.
11. Any queries in relation to this RFT and any of the requirements and specifications specified must be directed to the messaging facility on the contract workspace on www.etenders.gov.ie. Queries or requests for clarification will be **accepted no later than 3pm on Friday, July 10, 2026** unless otherwise published by the Client. All clarifications and responses to queries/requests for clarifications will be transmitted to all Tenderers via email. Where appropriate, questions or replies may be combined in the course of responding. For the avoidance of doubt, Tenderers may not contact the Client regarding any aspect of this Competition by any other means other than the provided email address.

12. Your RFT Tender Response document (“TRD”) must be submitted via the electronic post-box facility on www.etenders.gov.ie and Tender Responses **must be received not later than 3 pm on Friday, July 17, 2026**. Only TRDs submitted to the electronic post-box will be accepted. TRDs submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted. Tender Responses received after the deadline WILL NOT be considered.

The Tender Response Document (“TRD”) **must** be submitted in soft copy and **must** be compiled such that they can be read immediately using Microsoft Word or PDF. The Client is not responsible for corruption in electronic documents. Tenderers must ensure documents are not corrupt.

Tenderers **must** ensure that they give themselves sufficient time to email and submit the TRD before the Response Deadline. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) document(s) submitted to the email post-box. In order to submit a document to the electronic post-box, please note that you must click “Submit Response”. After submitting you can still modify and re-submit your response up until the response deadline. If more than one TRD is submitted by a Tenderer, the most recent version received prior to the response deadline will be evaluated.

13. The Client (“Contracting Authority”) reserves the right, at any time before the Tender Response Deadline, to update or amend the information contained in this RFT or the TRD and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension by email.
14. The Client reserves the right to issue or seek written clarifications from the Tenderers.
15. The Client will only award the contract to the **Most Economically Advantageous Tender Response** received. An outline of how the award criteria marks will be allocated is defined at **Part B Award Criteria** of this RFT.
16. The Daily Rates tendered for this Competition are binding on Tenderers. Tenderers must confirm that all prices quoted in the Tender Response Document will remain valid for **six (6) months** commencing from the day of the Tender Response Deadline. The Daily Rates of the successful Tenderer will remain in place for the duration of any services contract awarded.
17. The fees and daily rates quoted in response to this RFT cannot be increased throughout the duration of any contract awarded.
18. The successful Tenderer shall be required to hold for the term of any Services Contract awarded pursuant to this Competition, insurances of the type and to the level specified in Table 1 below:

Table 1: Insurances and Indemnity Limits

Type of Insurance	Indemnity Limit
Employer’s Liability	€13m limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Public Liability	€6.5 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Professional Indemnity	€1m for any one claim or series of claims arising out of a single occurrence, per insurance year (for each and every claim excluding defence costs)
Cyber Liability	€1m for any one claim or series of claims arising out of a single occurrence, per insurance year

Tenderers are required to confirm, in a statement as set out at **Part C of the Tender Response Document (“TRD”)** to this RFT that if awarded a Services Contract arising from this Competition, they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at Table 1 above. A formal confirmation from the Tenderer’s insurance company or broker to this effect will be requested by the Client (“Contracting Authority”) prior to the award of (and shall be a condition of) any contract.

The successful Tenderer will, during the Term of the Services Contract, be required to:

- a) Immediately advise the Client of any material change to its insured status;
- b) Produce proof of current premiums paid upon request;
- c) Produce valid certificates of insurance upon request.

19. Tenderers are required to confirm, in a statement as set out at **Part C of the Tender Response Document (“TRD”)** to this RFT that if awarded a Services Contract arising from this Competition, they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold a current and valid Tax Clearance Certificate from a relevant taxation authority. Prior to the award of any contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Client (“Contracting Authority”). By supplying these numbers the successful Tenderer acknowledges and agrees that the Client has the permission of the successful Tenderer to verify its tax cleared position online.
20. The National Oil Reserves Agency (NORA) reserves the right to withhold payment where the successful Tenderer fails to meet his/her contractual obligations in relation to the delivery of services to an acceptable level of quality.
21. All costs and expenses incurred by the Tenderer relating to their participation in this competition including, but not being limited to, site visits, meetings, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderer exclusively.
22. Tenderers may be required to make a presentation of the proposal contained in their tender response. The Client will not be responsible for the costs associated with such presentations (in accordance with paragraph 21). Performance at presentations will **NOT** be evaluated.
23. No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Client (“Contracting Authority”) has given its prior written consent to the relevant communication.
24. Tenderers are advised that NORA **may** be subject to the *Freedom of Information (FOI) Acts, 2014*. If a Tenderer considers that any of the information supplied in their response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.
25. Any conflict of interest or potential conflict of interest on the part of a Tenderer, individual employees or corporate or individual service providers (whether sub-contractors or third party retainers) of a Tenderer must be fully disclosed to NORA as soon as the conflict or potential conflict

becomes apparent. In the event of any conflict or potential conflict of interest, NORA may invite Tenderers to propose means by which the conflict might be removed. NORA will, at its absolute discretion, decide on the appropriate course of action.

26. Any registrable interest involving a Tenderer and NORA, other members of the Government, members of the Oireachtas (Parliament), or employees of NORA and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Tenderer after the submission of a Response and prior to the award of any Contract, it must be communicated to NORA immediately upon such information becoming known. The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.gov.ie. The Client (“Contracting Authority”) will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.
27. Tenderers attention is drawn to the *Competition Act 2002* (Updated in January 2018). The Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition. <http://revisedacts.lawreform.ie/eli/2002/act/14/front/revised/en/html>
28. In this clause 28 “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), the Data Protection Act 2018 and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.
29. The Client (“Contracting Authority”) will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this Competition.
30. The Tenderer (“Tenderer”), as Data Controller in respect of any Personal Data provided by it in its Tender Response Document (“TRD”), is required to confirm, in a statement as set out at **Part C of the TRD to this RFT**, that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Client “Contracting Authority”, the Evaluation Panel and the supplier of the www.etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Client “Contracting Authority” for the purposes of its participation in this Competition .
31. All TRD’s submitted in soft copy must be compiled such that they can be read immediately using any widely used format, e.g. Microsoft Office programmes, PDF Reader etc. without the need for re-formatting or other conversion. Tenderers must ensure that the documents submitted are text searchable. Documents should not be saved with a filename containing any of the following characters: ~ " # % & * : < > ? / \ { | }

Part B: Compliance, Selection and Award Criteria

1. **Compliance.** Tenderers must submit a fully compliant Tender which is not qualified in any way (though this does not limit or affect the right to include Approved Assumptions) and must not include or be accompanied by any statement that could be construed as rendering the Tender equivocal or ambiguous or placing it on a different footing from other Tenders. The Contracting Authority's decision on whether a Tender complies with this RFT will be final.
2. Only those Tenderers who have submitted, subject to paragraph B1, a compliant Tender will be eligible to be evaluated.
3. **Selection Criteria.** Tenderers will either pass or fail each of the Selection Criteria as detailed below. The onus is on Tenderers to ensure that their Tenders fully and properly address and respond to the Selection Criteria.
4. Tenderers must provide the supporting documentation specified below without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation to demonstrate its economic and financial standing, the Tenderer must inform the Contracting Authority of the reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation which the Contracting Authority considers appropriate to prove, to the satisfaction of the Contracting Authority, it satisfies the relevant pass / fail Selection Criterion in respect of its economic and financial standing.
5. **Economic and Financial Standing Selection Criteria**

(a) Good Financial Standing:

Pass / Fail Qualifying Threshold: The Tenderer must demonstrate that all accounts held by the Tenderer are in good standing.

Required Evidence: The Tenderer must, when so requested by the Contracting Authority, provide a letter from the Tenderer's principal bankers confirming that all accounts held by the Tenderer are in good standing.

(b) Turnover:

Pass / Fail Qualifying Threshold: The Tenderer must demonstrate that:

- the average annual turnover of the Tenderer for its last three (3) financial years equals or exceeds EUR 400,000 (excl. VAT); or, if the date of establishment is such that it has not completed three (3) financial years,
- the average annual turnover of the Tenderer for each and every financial year for which the Tenderer has been established meets or exceeds EUR 400,000 (excl. VAT).

Required Evidence: The Tenderer must, when so requested by the Contracting Authority, furnish evidence to demonstrate that it meets the above required turnover levels. The evidence required is a letter from the Tenderer's auditor(s) or other independent proof of turnover (e.g. bank manager's confirmation).

6. Technical and Professional Ability Selection Criteria

(a) Capacity and Resources:

Pass / Fail Qualifying Threshold: The Tenderer must demonstrate that it has sufficient capacity and resources to deliver the required Services under the Services Contract.

Required Evidence: The Tenderer must, when so requested, provide evidence of sufficient capacity and resources to properly deliver the required Services under, and in accordance with, the Services Contract (including, if applicable, any required timelines for the Services or any deliverables set out in this RFT).

(b) Previous Experience:

Pass / Fail Qualifying Threshold: The Tenderer must demonstrate that it has successfully delivered, within the past three (3) years (from the date of this RFT), Services relevant to, and of a similar nature and scope to, the Services to be provided under the Services Contract under three (3) separate contracts, each with a minimum value of at EUR 50,000.

Required Evidence: Provision of references in the competed TRD.

(c) Organisational Resource

Pass / Fail Qualifying Threshold: The Tenderer must demonstrate that it has at least four (4) engineers, help desk or other relevant technical staff who are available to deliver the required Services.

Required Evidence: The Tenderer, upon request, must provide evidence of the above minimum staffing level and confirm that each of the relevant staff are available to deliver the Services.

7. The Client ("Contracting Authority") will award the contract arising out of this Competition on the basis of Most Economically Advantageous Tender ("MEAT").
8. The MEAT will be determined following a qualitative and cost assessment and marks will be awarded according to the Award Criteria as set out in the Table below:

Table 2: Award Criteria & Sub-Criteria

Award Criteria	Marks Available	Minimum Qualifying Threshold (MQT)	TRD Reference
1. Quality of Service Catalogue (A)	200	120	Section D1
2. Quality of Discretionary Service Catalogue (B)	50	30	Section D2
3. Approach and Quality of the Managed Service Design, Operation and Management (C)	200	120	Section D3
4. Approach and Quality of the Service Transition / Exit (D)	50	30	Section D4
5. Quality, Relevant Experience and Availability of Proposed Resources	200	120	Section D5
6. Sustainability, Environmental and Social Considerations	50	30	Section D6
7. Ultimate Cost	200		Section E1
8. Rate Card Cost	50		Section E2
Total Marks	1000		

9. Qualitative Assessment - Award Criteria 1, 2, 3, 4, 5 and 6:

- Qualitative Award Criteria will be assessed first, followed by Ultimate Cost and Rate Card.
- Tenderers are required to complete the Qualitative Award Criteria Response Section - **Part D** of the Tender Response Document (“TRD”).
- Tenderers must achieve the Minimum Qualifying Threshold (“MQT”) pass, i.e. 60% of the available marks for each of the qualitative criteria. Failure to achieve the Minimum Qualifying Threshold in any one of the qualitative criteria will result in the elimination of the Tender Response from the Competition.
- Those Tenderers that have not achieved the required Minimum Qualifying Threshold for each of the qualitative award criteria will be eliminated from the Competition without having their costs assessed.
- Those Tenderers that score a mark equal to or in excess of the Minimum Qualifying Threshold for each of the quality award criteria, will proceed to be evaluated under the Ultimate Cost and Rate Card Criterion.
- Scoring of the Qualitative Award Criteria will be based on an assessment of the information provided by the Tenderers in their completed Tender Response Document (“TRD”). The Evaluation Panel will assess the information provided for each award criteria and marks will be awarded using the scoring methodology set out in Table 3 below:

Table 3: Scoring Methodology for Quality Award Criteria 1, 2, 3, 4, 5 and 6

Weighting	Meaning
90% - 100%	A response that demonstrates an excellent level of quality and understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 89%	A response that demonstrates a very good level of quality and understanding of requirements and provides assurance that the Tenderer will deliver to a very good standard.
60% - 79%	A response that demonstrates a satisfactory level of quality and understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the required services would not be delivered.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration.

10. Cost Assessment - Award Criterion 7 and 8:

- The cost element of the award criteria will be assessed on the basis of the Ultimate Total Cost.
- Tenderers are required to complete the Pricing Schedule Response Section - **Part E** of the Tender Response Document (“TRD”).

- All prices quoted must be **inclusive of all costs** (excluding travel expenses and subsistence which must be agreed in advance with the Client). Price quoted must be expressed in **Euro only** and exclusive of VAT.
- Marks for the Cost Criterion 7 will be allocated using the following formula:

$\text{Ultimate Cost Score} = \frac{\text{Lowest Tendered Ultimate Total Cost}}{\text{Tendered Ultimate Total Cost under evaluation}} \times \text{Maximum Number of Marks Available}$
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- Marks for the Cost Criterion 8 will be allocated using the following formula:

$\text{Rate Card Cost Score} = \frac{\text{Lowest Average Raily Rate}}{\text{Tendered Average Daily Rate under evaluation}} \times \text{Maximum Number of Marks Available}$
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- The lowest valid Tendered Cost will be awarded the maximum marks available. All other Tendered Costs will be marked in inverse proportion, relative to the Lowest Tendered Cost.
- It is the responsibility of the Tenderer to check that all tendered rates and calculations in 'Part E: Pricing Schedule Response Section' of their TRD are accurate prior to submitting their response, e.g. calculations on each row add up to the correct total.

11. Totalling of Marks

The total marks achieved for the Qualitative Assessment Award Criteria will be added to the Total marks achieved for the Cost Assessment Award Criteria to arrive at a Total Overall Score. The Tender Response with the highest Total Overall Score will be deemed to be the **Most Economically Advantageous Tender ("MEAT")** and will be deemed successful, subject to meeting all other requirements of this RFT.

12. Travel and Subsistence Fees

For the duration of any contract that may be awarded as a result of this Competition, Tenderers should include as part of the fixed price:

- Any travel and subsistence fees related to the **HOME BASE**, this is considered to be **National Oil Reserves Agency, Second Floor, Building Number 3, Number One Ballsbridge, 126 Pembroke Road, Dublin 4, D04 EP27.**
- Two visits per year to each of the three terminals (Ringsend, Poolbeg, Tarbert), one of which will be an initial visit to examine equipment and prepare any recommendations for upgrade.

During the lifetime of any contract that may be awarded as a result of this Competition, there may be a requirement to travel to other location(s)/office(s). **All travel and subsistence must be agreed in advance with the Client ("Contracting Authority").**

Part B.2: Concluding the Competition

1. The Client will notify all successful and unsuccessful Tenderers of the result(s) of this Competition by email.
2. No contract will be executed or take effect until at least seven (7) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition (the “Standstill Period”). The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
3. Tenderers should note that the Client will, when notifying Tenderers of the results of this Competition, include the scores obtained by the successful Tenderer concerned on the basis of Most Economically Advantageous Tender (“MEAT”).
4. The successful Tenderers must sign and return the Services Contract to the Client no later than **15** calendar days from the date of request by the Client. Where the parties consent to the use of electronic signatures in connection with the execution of this Agreement, the successful Tenderers must sign and return a digital copy of the Services Contract no later than **15** calendar days from the date of request, with a hard copy to follow. A signed Services Contract returned by the successful Tenderers is not binding on the Client until the Client has signed the Services Contract in accordance with Part A section 9 above.
5. Where the signed Contract has not been received by the Client within the period as specified at Part B.2 paragraph 4 above, then the Client may proceed to offer the Contract to the next highest-scoring Tenderer.

Part C: Requirements and Specifications

Section 1: Introduction and Background Information

1.1 Introduction

The National Oil Reserves Agency (NORA) was established in 1995 under the European Communities (Minimum Stocks of Petroleum Oils) Regulations 1995 as a private limited company for the maintenance of Ireland's strategic oil reserves.

NORA is a non-commercial public body, and as such complies with both the Code of Practice for the Governance of State Bodies (2016), and regulations and directives regarding public procurement.

NORA has an office located in Dublin 4. The organisation has 9 FTE's.

For more information see www.nora.ie and this [information pack](#).

1.2 Background

The objective of this RFT is to appoint a qualified ICT Managed Service Provider (MSP) to provide Level 1, Level 2 and Level 3 support for the majority of the Contracting Authority's ICT systems and equipment in line with practices such as ITIL v4. The MSP will be responsible for ensuring operational efficiency, service continuity and user satisfaction for NORA's users.

There are a number of drivers which provide a context to this tender:

- i. The contract with the current managed service cannot be extended further.
- ii. NORA wishes to simplify contract and contract management by combining multiple existing contracts
- iii. NORA wishes to ensure that it is achieving good value by means of holding a competitive procurement process.
- iv. NORA wishes to secure service improvements through the measured application of current best practices in IT service management.
- v. NORA will be designated as an essential entity under the NIS2 Directive and must implement the required (and auditable) security measures and controls.

1.3 Timing of Process

The approximate timing of the procurement process is:

Activity	Date
Contract Notice on eTenders	June 2026
Site Visits to NORA's office	July 2026
Deadline for submission of queries	July 2026
Deadline for tender responses	July 2026

Vender presentations (if required)	July 2026
Preferred Vendor Selection	August 2026
Due Diligence / Contracting	August 2026
Contract Award (target)	August 2026
Transition	August 2026
Service Commencement Date (target)	1 st September 2026

Section 2: Current ICT Environment

Important: Additional security sensitive information (e.g. a network diagram, device serial numbers) is available for potential suppliers to review at NORA's offices by prior arrangement. See section A.12 above.

2.1 ICT Strategy

NORA does not currently have an ICT Strategy, and given the size of the organisation it is not envisaged that this is necessary. However, the successful MSP will be expected to be pro-active in making cost-effective recommendations to improve and secure the organisations ICT environment.

2.2 ICT Managed Service

NORA currently uses a managed service provided by a third-party. The scope of the service is a subset of that described in this RFT.

2.3 ICT Organisation

NORA's ICT environment is managed internally by the Financial Controller.

NORA has no ICT staff and is heavily dependent on the IT Managed Service Provider. As such, this procurement process is of critical importance to the Agency.

A staff member will be designated as the primary contact for the successful supplier.

2.4 ICT Overview

NORA's ICT infrastructure/network is essentially spread across two sites:

- A. Primary Office - Second Floor, Building Number 3, Number One, Ballsbridge, 126 Pembroke Road, Dublin 4, D04 EP27
- B. Microsoft Azure – Europe North region

There is a small communication room at site A, this hosts a server, firewall, routers, data switches, UPS and a PBX.

In addition, a small amount of equipment is located at three oil terminals: Poolbeg, Dublin, Tarbert, Kerry and Ringsend, Dublin.

The two main sites are connected via IPSEC VPN, so that traffic is encrypted between the sites.

NORA's IT system runs on Microsoft Windows Server/Active Directory. There is a single Active Directory Forest and Domain (nora.ie). Active Directory is extended/synchronized into Microsoft Azure/365.

The majority of the production workload runs on virtual infrastructure in Azure, Europe North.

All email is stored in Exchange Online as part of NORA's Office365 subscription. Email is filtered and scanned by a third party called Topsec Technology.

SharePoint is also utilised for file storage and collaboration.

A hosted Veeam backup service ensures Microsoft 365 data is backed up to an Irish ISO:27001 rated datacentre with AES256 encryption in transit and at rest.

NORA uses Azure Virtual Desktop (AVD) for remote access to hosted application data. The AVD client is deployed to all laptops.

NORA's website (<http://www.nora.ie>) was developed using Wix and is hosted on the Wix platform. NORA provides an extranet to administer the Renewable Transport Fuel Obligation (RTFO) at the address <https://bos.nora.ie>. This extranet is hosted in NORA's 365 tenant using SharePoint Online and is currently supported by SpanishPoint under a separate contract.

Synoptic Communications provide Internet connectivity to NORA at site A. Redundant connectivity is achieved across two diverse links via both enterprise fibre and radio.

2.5 Server Environment

Seven virtual servers are configured in Azure North Europe:

Virtual Server Name	Operating System	Primary Purpose
NORA-DC3	Microsoft Windows Server 2022 Datacenter Azure Edition 10.0.20348	Active Directory
NORA-DC2	Microsoft Windows Server 2019 Standard 10.0.17763	Active Directory
NORA-FILE1	Microsoft Windows Server 2019 Standard 10.0.17763	File services
NORA-AVD-0	Microsoft Windows 11 Enterprise multisession 10.0.26200	End point protection
NORA-AVD-1	Microsoft Windows 11 Enterprise multisession 10.0.26200	End point protection
NORA-SAGE	Microsoft Windows Server 2022 Standard 10.0.20348	Sage 200
NORANSV270	Linux - SonicOSX 7.3.1-7013	Sonicwall NSv Series Virtual Firewall

Network Topology

Local Area Networks:

Site	Type	Comments
Ballsbridge	LAN	Internal Network
Ballsbridge	DMZ	For Guest Wi-Fi
Azure North Europe Hosted	LAN	Spoke-vnet2
Azure North Europe Hosted	DMZ	Hub-vnet1

Wide Area Networks:

Site	Type	Comments
Ballsbridge	SW TZ670 Primary	Synoptic Fiber
Ballsbridge	SW TZ670 Secondary	Synoptic Radio
Azure North Europe	NSV 270	Microsoft

WAN Failover/Load Balancing Configuration

Ballsbridge Office:

There are two diverse WAN connections in place. Both are supplied via Synoptic Communications. One is over radio and the other is over enterprise fibre. The configuration is Active/Passive. If the fibre connection either physically or logically drops, then the radio connection will become the active connection.

Azure:

WAN failover is provided by Azure via a multi-carrier connection.

Network Switch Configuration

Location	Model Number	Role	Firmware
Ballsbridge Comms Room	Netgear M4300-28G-PoE+ ProSAFE 24-port 1G PoE+ and 2-port 10GBASE-T and 2-port 10G SFP+	Core + Access	Version 12.0.19.10
Ballsbridge Comms Room	Netgear M4300-28G-PoE+ ProSAFE 24-port 1G PoE+ and 2-port 10GBASE-T and 2-port 10G SFP+	Core + Access	Version 12.0.19.10

- Management accessible via HTTPS only and from Internal LAN.
- Default password changed and stored in AES 256bit Encrypted database.
- All access ports are auto sensing full duplex 1000Mbps.
- Switches are stacked and configured as one logical unit and have one IP address.
- Console cable left attached to each switch for CLI management.
- Switches have redundant power supplies.
- Switches come with a lifetime warranty from Netgear
- Two Aruba Internal Wi-Fi access points are connected to each switch
- Firmware upgrades are applied manually.
- 802.1x is not enabled.

Wi-Fi Configuration (Internal)

Location	Model Number	Firmware
Ballsbridge (main floor)	R2X06A HPE Aruba Instant ON AP15 (RW)	254 3.3.2.0
Ballsbridge Comms Room	R2X06A HPE Aruba Instant ON AP15 (RW)	254 3.3.2.0
Ballsbridge Board Room	R2X06A HPE Aruba Instant ON AP15 (RW)	254 3.3.2.0

The Internal Windows DHCP server provides IP addresses to internal wireless clients. The wi-fi access points currently use the WPA3 protocol in compatibility mode (drops back to WPA2 if not supported by client). NORA may seek to enforce WPA3.

Wi-Fi Configuration (Guest)

Location	Model Number	Firmware
Ballsbridge (main floor)	R2X06A HPE Aruba Instant ON AP15 (RW)	254 3.3.2.0

- Guest Wi-Fi Access Point is connected to the DMZ port of the SonicWALL TZ670 Firewall.

Security

NORA must comply with the National Cyber Security Centre (NCSC) Public Sector Cyber Security Baseline Standards, which are applicable for all Public Service Bodies. Further, NORA will be an essential entity when the **NIS2 Directive** is transposed into Irish law. The NCSC has published guidance to help essential entities comply with the NIS2 Directive, see <https://www.ncsc.gov.ie/nis2/>

NORA will explore, with the successful tenderer, options regarding the implementation of a fully managed, 24/7 threat protection solution with human led Security Operations Centre (SOC) as a service to enhance cyber security.

All NORA servers and endpoints are encrypted and logged.

Digital Identity:

- On-Premise Active Directory account password policies are configured
- On-Premise Active Directory audit policies are configured
- 365/Azure Active Directory synchronization is configured
- 365/Azure Multi-Factor Authentication is implemented
- Microsoft Cloud App Security (a Cloud Access Security Broker) is implemented
- Conditional Access for Microsoft Azure/365 is implemented
- Microsoft Defender for Identity is implemented
- Microsoft Defender for Endpoint is implemented
- Cyber Security (Computer/Network/Information)

Network Security Hardware:

Model Number	Location	Firmware	Firmware Release Date	UTM License Renewal Date
SonicWALL NSv270 (runs on a virtual server)	Azure North EU	7.3.1-7013	01/11/2025	08/05/2027
SonicWALL TZ670	Ballsbridge	7.3.1-7013	01/11/2025	01/07/2027

The SonicWall Advanced Gateway Security Suite is installed and enabled on both firewalls, which are configured to backup automatically. Backups are stored in the SonicWall cloud within the EU (Holland).

All Laptops, Desktops and Servers are protected by Microsoft's native endpoint client Windows Defender. Updates are managed in conjunction with existing windows update management.

Email/Messaging Security

The Sender Policy Framework (SPF) is configured and used.

DomainKeys Identified Mail (DKIM) is configured and used.

NORA's MX records point to the Topsec Technology's Blockmail Service.

Office 365 Message Encryption (OME), part of the Azure Rights Management (Azure RMS), is used to send encrypted emails

Patching

A monitoring agent (Kaseya Datto RMM) is used on all Microsoft Windows based devices in NORA. This sends full system telemetry back to the managed system. Using this agent, security updates are regularly scheduled. Note, as a result of a recent audit, NORA requires the Remote Monitoring and Management (RMM) platform to be able to meet a 14-day remediation timeframe for high and critical items.

NORA will explore, with the successful tenderer, options regarding implementation of an Application Management System for third party business applications to ensure that they monitored and updated accordingly.

Mobile Device Management

Microsoft Intune is used for mobile device management (MDM) and mobile application management (MAM).

Backup and Disaster Recovery

NORA uses the native tools within Azure to backup company data. Geo Redundant storage is used for the backup vault as a target for all jobs. Virtual machine snapshots are also retained for three days on local fast storage, to allow rapid restoration from recent points.

Microsoft 365 data is also backed up to a local ISO27001 rated provider in Ireland.

The successful tenderer will be responsible for developing, supporting, maintaining, and testing a new disaster recovery plan for NORA.

Remote Access

Some NORA staff use Microsoft Azure AVD to connect to certain hosted line of business applications (e.g Sage, ProQuality)

Flat file-based data is located within Microsoft 365 (i.e. SharePoint, Exchange, OneDrive).

Microsoft EntraID is utilised to manage remote access and authorisation. MFA is enforced in addition to conditional access-based rules (Geo blocking and risk-based blocking).

The current ICT MSP uses Kaseya Datto RMM for monitoring and remote access. The remote access tool within Datto RMM is 'Web remote'. Datto RMM maintains an audit log. The Kaseya backend and endpoint clients use TLS1.3 for secure communication and traffic is encrypted end to end.

Phone System

NORA's main phone system (which uses a SIP trunk) is provided by Phone Pulse, this is out of scope for this ICT managed service contract.

NORA staff extensively use Microsoft Teams, support for this is in scope for this ICT managed service contract.

ICT Related Policies

NORA has the following approved policies:

- Information Technology Security Policy
- User Access Management Policy
- Acceptable Usage Policy
- Cyber Security Management Policy

NORA does not currently have an AI policy, however the organisation follows the *Guidelines for the Responsible Use of AI in the Public Service*, DEPR Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation, 31 October 2025.

NORA is currently working on a business case for implementation of Microsoft 365 Copilot for all users.

Desktop PC, Laptops and Mobile Devices

NORA has a single desktop PC, running Microsoft Windows 11 IoT Enterprise (Boardroom conference system).

The follow laptops are owned by NORA, some are spares:

Device Type	Number of Devices	Manufacturer	Operating System
HP EliteBook 840 14-inch G10 Notebook PC	12	HPE	Microsoft Windows 11 Enterprise
HP EliteBook 840 G6	3	HPE	1 x Microsoft Windows 11 Pro 2x Microsoft Windows 11 Enterprise
HP EliteBook 840 G7 Notebook PC	4	HPE	2 x Microsoft Windows 11 Pro 2x Microsoft Windows 11 Enterprise
Microsoft Surface Pro, 11th Edition	3	Microsoft	Microsoft Windows 11 Enterprise
Microsoft Corporation Surface Pro 9	1	Microsoft	Microsoft Windows 11 Enterprise

All laptops run Windows 11 Build 25H2 and up and are encrypted with Bitlocker. The manual keys to decrypt are stored with NORA.

Laptops are typically loaded with:

- Azure Virtual Desktop
- Microsoft 365
- Adobe Acrobat Professional
- KeePass
- MS Edge
- Google Chrome
- DYMO Label
- Air Tame

The following mobile devices are owned by NORA and managed using Intune:

- 1 x Samsung Galaxy S26 Ultra running Android
- 1 x Google Pixel 9 Pro running Android
- 2 x iPhone 16 Pro running iOS
- 1x iPhone 15 Pro running iOS
- 2 x iPhone 17 Pro running iOS

Microsoft 365

NORA has the following licences:

Product Title	Total Licenses
Dynamics 365 Sales Enterprise Edition	1
Exchange Online (Plan 1)	10
Microsoft 365 E5	10
Microsoft 365 E5 EEA (no Teams)	2
Microsoft Fabric (Free)	1000000
Microsoft Power Apps for Developer	10000
Microsoft Power Automate Free	10000
Microsoft Teams EEA	2
Microsoft Teams Rooms Pro	1
Power Automate Premium	1
Power BI Pro	9
Power Pages vTrial for Makers	10000
SharePoint (Plan 1)	3

Business Applications

Key business applications used by NORA include:

- SAGE 200 C Professional – provided and supported by a third-party
 - SAGE Payroll
 - SAGE Accounts Production
 - Sage Payroll Professional
- RTFO Renewable Transport Fuel Obligation (formerly BOS) – SharePoint solution provided and supported by a third-party
- Terminal Automation System (a software system to record product movement transactions and provide truck loading data that can facilitate invoicing at NORA terminals – managed by a third party)
- Proquality – bespoke internal system for oil stock quality records.

NORA will explore options regarding implementation of an Application Management System for 3rd party business applications to ensure that they are updated.

Printer

The Ballsbridge office has the following multifunction printer which is maintained by a third-party. The IT MSP will however manage the connectivity for the scan to email function.

- Konica Minolta Bizhub C250i

Oil Terminals

In addition to the above, NORA owns equipment at three oil terminals in Ireland. This is used by operators to conduct business at the terminal. Support and maintenance of the equipment below is in scope for the proposed managed service contract.

Poolbeg, Dublin:

- HP Prodesk 400 G1 (Desktop PC)
- Ubiquiti Access Point
- ZYXEL GS1900 (Switch)
- NETGATE SG3100 (Router)
- Grandstream GDS3710 (Door Entry System)
- DOMOTZ (Network Monitor)
- VoIP PBX server (cloud-based phone router via the internet)
- Yealink t21 (VoIP desk phone)

Note: The device in this location has not been utilised since 2023.

There is also a multifunction printer (Konica Minolta Bizhub C250i) which is maintained by a third-party but the IT MSP will manage connectivity for the scan to email function.

Ringsend, Dublin:

- *No PC present*
- Ubiquiti Access Point
- ZYXEL GS1900 (Switch)
- NETGATE SG3100 (Router)
- Grandstream GDS3710 (Door Entry System)
- DOMOTZ (Network Monitor)
- VoIP PBX server (cloud-based phone router via the internet)
- Yealink t21 (VoIP desk phone)

Tarbert, Kerry:

- Dell Optiplex 3070 (Desktop PC)
- Ubiquiti Access Point
- ZYXEL GS1900 (Switch)
- NETGATE SG3100 (Router)
- DOMOTZ (Network Monitor)
- VoIP PBX server (cloud-based phone router via the internet)
- Yealink t21 (VoIP desk phone) x2

Given the age of the equipment and the need for strong security, NORA will discuss with the successful tenderer the possibility of refreshing and standardising the equipment at each the site using existing spare laptops and potentially new equipment.

Section 3: Requirements and Specifications

3.1 Summary of Requirements

NORA requires an IT Managed Service that will provide a comprehensive IT operations, support, maintenance and helpdesk service; and which can minimise downtime on business-critical systems whilst maximising performance and efficiency. It is envisaged that there will be **four service components (A to D)**.

A. Service Catalogue (A)

Standard IT services provided for a fixed price fee, including:

- A1. IT Service and Help Desk
- A2. IT Operations Management
- A3. Hardware Support Services
- A4. Software Support Services
- A5. Network Management Services
- A6. Security Management Services
- A7. Service Reporting
- A8. Management of Hosting Services

B. Discretionary Service Catalogue (B)

- B1. Equipment deployment services
- B2. Provision of Hardware and Software
- B3. Provision of Consumables
- B4. Out of hours support
- B5. Professional services, e.g. consulting, data migration, or training (rate card applies)

C. Managed Service Design and Operation

D. Managed Service On-Boarding and Exit

The successful Service Provider will be responsible for all elements of the IT Managed Service, using sub-contractors, if necessary (and agreed with NORA), for some specialist areas, but not dividing the management responsibility interface to NORA. The Service Provider will also be responsible for managing, co-ordinating and liaising as necessary with third party's suppliers to ensure the timely and efficient resolution of incidents, problems and requests.

Important Note: Detailed requirements for the IT Managed Service are attached in spreadsheet, labelled as Annex 1. The Tenderer must complete this – it will otherwise be impossible to achieve minimum marks for most award criteria.

3.2 Services Out of Scope

The following services are specifically out of scope for the IT Managed Service:

- i. Second and third level support of selected applications as indicated below - contracts will be in place with third-party suppliers
- ii. Support of the telephony system – a contract will be in place with a third-party supplier
- iii. Programming and application development services

3.3 Service Catalogue (A)

The successful Service Provider will be required to provide a catalogue of managed services at a fixed price.

- A1. IT Service and Help Desk
 - Service Desk
 - Help Desk
 - First level support for end-users
 - Manage third parties
- A2. IT Operations Management
 - Day-to-day Operations Management
 - Account Management (including adds/removes)
 - Management of system infrastructure
 - Disaster Recovery
 - ICT Technical Support
- A3. Hardware Support Services
 - Hardware Maintenance and Support (including break/fix)
 - Request Fulfilment ("fair use" will apply)
- A4. Software Support Services
 - Application Support (except where agreed)
 - Advice on new applications
- A5. Network Management Services
 - Network Administration
 - Network Monitoring
 - Network Security
 - Firewalls and Threat Protection

- A6. Security and Backup Services
 - Security Management
 - Application Security
 - Data and Information Security
 - Confidentiality
 - Backups and Restores
- A7. Service Reporting
 - Service Monitoring
 - Service Reporting
 - Service Reviews
- A8. Management of Hosting Services
 - Azure Tenancy

For the avoidance of doubt, the scope of the IT Managed Service explicitly includes:

- Provision of services at NORA's Head Office and the three oil terminal locations
- Compliance – including but not limited to the Criminal Justice (Offences Relating to Information Systems) Act 2017, Data Protection Act 2018, NIS2 Directive
- Availability Management
- ICT Service Continuity
- Disaster Recovery Planning and Testing
- Licence Management
- Asset Register Maintenance and Update
- Information Security Management
- Data Management and Data Protection
- Antivirus/Malware Protection
- Protection at network perimeter
- Event/Incident Management
- Problem Management
- Maintain Technical Documentation
- Connection and disconnection service (occasional only)
- Moves and Relocation (occasional only)
- Assist and Co-operate with Auditors or other Third Parties nominated by NORA
- Assist with technical update of Business Continuity/Disaster Recovery plan, Critical Incident Response Plan, Risk Register and IT Policies

Period of Maintenance and Support

Except where otherwise stated or agreed, the Service Provider will be required to perform the IT Managed Service only during the following hours (Irish time):

Type of Service	Principal Period of Provision - Working Hours
Proactive monitoring and securing of infrastructure and data	24 hours a day
Problem resolution to restore critical (P1) ICT systems/services/functions	24 hours a day, excluding only Christmas Day
Routine operational and management activities that do not impact system/service availability	At the discretion of the ICT MSP
Activities that impact system/service availability (e.g. server patching, disaster recovery testing)	Saturday, Sunday, bank holidays, or 10:00 pm to 6:00 am Monday to Friday (with prior notification as some staff may work weekends from time to time)
Standard support and service delivery	Standard working hours, i.e. 09:00 am to 5:30 pm Monday to Friday inclusive, excluding bank holidays
VIP emergency support service (nominated senior NORA staff only)	24 hours a day, excluding only Christmas Day

If the Service Provider is required at the request of NORA to carry out any other work outside of these hours, the supplier shall be entitled to make an extra charge at the agreed rate prevailing.

Priority Codes

For the purpose of this RFT, the following priority codes are defined:

Priority 1 (P1)

An incident or fault causing the complete loss of critical functionality or affecting the productivity of all NORA staff. Essential service delivery cannot continue or be provided. Any issue logged by the CEO or Financial Controller and flagged as urgent.

Examples

Network failure; Active Directory down; Disaster event, Security breach, CEO/FC access to data.

Priority 2 (P2)

An incident or fault affecting non-critical functionality or affecting the productivity of multiple NORA staff. Service delivery affected.

Examples

Fault with the shared printer; Serious performance problems; An action required to complete an important business activity.

Priority 3 (P3)

An incident or fault affecting non-critical functionality. No impact on service delivery.

Examples

Faulty laptop but an alternative available; Routine advice and guidance request; Cosmetic errors; Installation of a recommended software update.

Resets (PR)

Whilst not necessarily a fault, the productivity of individual staff can be badly affected by forgotten passwords, locked accounts, quarantined files, or hung sessions. It is important that these types of issues are resolved promptly.

The response / fix times for each priority that the Provider shall be required to meet or better are as follows:

Incident Severity	Initial Response Time (phone support)	Response Time (attendance on-site) [Note 1 , 2]	Service Level for on-site attendance (% achieved per quarter)	Target Fix Time [Note 3]	Service Level (% achieved per quarter)
P1	15 minutes	2 hours	100%	4 hours	100%
P2	1 hour	4 hours	>= 90%	1 working day	>= 90%
P3	2 hours	n/a	n/a	1 week	>= 90%
PR	15 minutes	n/a	n/a	30 minutes	>= 90%

Notes

1. If required.
2. 'Response Time' and 'Target Fix Time' excluding P1 are both measured in standard working hours from the time at which the incident was initially detected by the MSP or logged by NORA with the MSP.
3. 'Response Time' and 'Target Fix Time' for P1 only are both measured in hours from the time at which the incident was initially detected by the MSP or logged by NORA with the MSP.

The successful tenderer will be required to agree a Service Level Agreement with NORA that meets or exceeds the requirements described in this section.

3.4 Discretionary Service Catalogue (B)

NORA may on occasion request additional chargeable services related to the IT managed service, for example:

- i. Removal and disposal service
- ii. Equipment moves and relocation (extensive)
- iii. Out of hours support
- iv. Professional services, e.g. consulting, security, AI risk assessment, NIS2 compliance, or training (rate card applies)

For the purchase of goods below €50,000 (ex. VAT) in value, NORA may request a quotation from the Service Provider, for example:

- i. Provision of Hardware
- ii. Software licences (new or renewed)
- iii. Provision of Consumables

NORA may also request the Service Provider to assist in specification, selection and operation of new solutions, e.g.

- i. A Security Operations Centre (SOC) service
- ii. An Application Management System
- iii. Integration of AI tools such Microsoft 365 Copilot for Enterprise
- iv. Strengthen data security, management, and governance
- v. Implement immutable data storage

In all instances, NORA will ask the Service Provider for a prior quotation. NORA may accept the quotation or decide not to make the purchase. NORA also specifically reserves the right to seek additional quotations and use a third-party supplier instead. NORA complies with the OGP procurement process.

3.5 Managed Service Design, Operation and Management (C)

Technical and Professional Capabilities

NORA expects that the MSP will have the organisation, technical facilities and other capabilities necessary to successfully deliver the proposed IT Managed Service. For example, regarding:

- Organisation and personnel numbers
- Technical facilities
- Tools

- Arrangements with, and access to, original suppliers and manufacturers
- Training and professional development strategy
- Health and Safety Policy
- Certifications of relevant staff and the company in technologies and skillsets relevant to NORA

Service Design

NORA expects that the MSP will utilise a formal methodology (e.g. ITIL v4) for service management, e.g. regarding to:

- i. Service Catalogue Management (SCM)
- ii. Service Level Management (SLM)
- iii. Risk Management
- iv. Capacity Management
- v. Availability Management
- vi. IT Service Continuity Management
- vii. Information Security Management
- viii. Compliance Management
- ix. Supplier Management

Service Operation

NORA expects that the MSP will utilise a formal methodology (e.g. ITIL v4) for service delivery and operations, e.g. regarding to:

- i. Event Management
- ii. Incident Management
- iii. Request Fulfilment
- iv. Access Management
- v. Problem Management
- vi. IT Operations Control
- vii. Facilities Management
- viii. Application Management
- ix. Technical Management

Certifications

NORA expects that the IT Managed Service Provider will hold relevant accredited certifications, e.g. ISO/IEC 20000, ISO 9001, ISO 27001, Microsoft and other OEM accreditations.

Service Level Agreement

A Service Level Agreement will be put in place between the successful Tenderer and NORA.

Key Performance Indicators

NORA expects to agree with the successful Tender a set of KPIs related to the operation of the IT Managed Service.

Service Assurance

NORA expects that successful Tenderer will provide it with:

- (a) Regular Service Reporting
- (b) Service Operating Manual / Run Book
- (c) Annual Statement of Controls

Service Reporting

Unless otherwise mutually agreed, a statistical report of the previous month's service performance should be submitted by the Managed Service Provider on the first working day of every month. This 'Service Report' should include:

- System and network availability
- Service performance against SLA and KPI's
- Incidents, events, issues
- Information (e.g. scheduled down time for patching)
- Recommendations (e.g. implementing a new cyber security tool)

These reports will form the basis for discussion of service performance.

Unless otherwise agreed by NORA:

- The Service Provider shall participate in a monthly conference call (or in person) with NORA to:
 - discuss and resolve current issues related to IT Managed Service delivery;
 - the previous months service performance; and
 - resolve any issues arising.
- A comprehensive review of the IT Managed Service will be performed annually.

Service Credits

NORA is an essential service provider, it's thus vital that P1 tickets are rapidly resolved. A service credit of 1% of the annual Service Catalogue (A) contract value will apply for every partial or full hour beyond the target fix time such a ticket remains unresolved. This will be capped at 50% of the total annual value, but NORA will reserve the right to seek additional compensation, e.g. via insurance.

Hardware Maintenance and Support

It is not expected that the requirements of NORA will change significantly during the contract duration and the contract is therefore fixed price. However, it is recognised that NORA's hardware asset register will slowly change, e.g. due to the purchase of new equipment, equipment ceasing to be under warranty, and the disposal of old equipment.

Software and Hosting Costs

Subject to prior approval, NORA will compensate the MSP for any Software and Hosting Costs that it incurs which are directly and solely related to the provision of NORA's ICT managed service. For example, domain renewal., all of which should be managed by the IT MSP.

3.6 Service Transition / Exit (D)

Service Transition

NORA requires visibility as to how the Tenderer would manage the transition from the current IT Provider.

As part of the service transition, the Service Provider shall undertake any security, configuration or other reviews that they consider necessary to provide the IT Managed Service from the Service Commencement Date.

A description and high-level Transition Plan should be provided as part of the Tender.

The successful Tenderer should provide a full Transition Plan within two weeks of contract signing.

Service Exit

The Service Provider will be required to provide full cooperation in the event that NORA decides to transfer its IT Managed Service to another supplier. In particular the Service Provider will be required to work with NORA and the new supplier to identify all operational and other records which need to be transferred as part of the service exit, including but not limited to: design documents, asset registers, system configurations, release and deployment records, warranty records, service history, backups, software media, procedure manuals, passwords, account information and licences.

The Tenderer must confirm that this cooperation will be provided.

3.7 Sustainability, Environmental and Social Considerations

The sustainability, environmental and social considerations related to the managed service are described in the TRD, section D6.

Section 4: Detailed Requirements

Please refer to Annex 1 for the detailed requirements associated with each of the service component.

The Tenderer should make sure that they respond to each requirement in Annex 1.

Section 5: Proposed Management and Staffing Resources

The Tenderer should provide details of the key staff members who would provide the ICT Managed Service to NORA. When completing the TRD, a detailed curriculum vitae should be provided on a named basis for up to six members of the proposed team. The details should include:

- a) Name
- b) Length of time and position held with the Tenderer's company
- c) Role envisaged for this contract
- d) Relevant training and qualifications (e.g. ITIL, MCP, CISM, etc.)
- e) Relevant experience

Please note that the curriculum vitae should not include date of birth, nationality, or other personal data.

NORA reserves the right to request the immediate removal from this project of any MSP (or subcontractor) staff member that it considers or finds to be unsuitable.

Section 6: References

When completing the TRD, the Tenderer should include in their submission three references where an ICT Managed Service contract of a similar size and nature has been provided, preferably within the last three years.

Section 7: Draft Contract

A proposed draft contract is attached to this RFT.

Section 8: Glossary

The definitions and abbreviations set forth below shall apply to the following terms when used in this Request for Tenders (RFT), its attachments and any amendments hereto.

Contract(s)	A formal contract document executed between the NORA and the Preferred Supplier.
Hardware	Computer equipment and peripherals such as printers.

IMAC	Install, Move, Add or Change equipment.
IMAC Request	A request by NORA for the Supplier to install, change, move or de-install equipment at a specified location.
IT / ICT	Information [and Communication] Technology.
ICT Managed Services	ICT Managed Services for the NORA, to be procured via this RFT.
NORA	National Oile Reserves Agency, the Contracting Authority for his RFT.
MAM	Mobile Application Management
Managed Services Provider (MSP)	The Supplier that has been contracted to provide ICT Managed Services to NORA
MDM	Mobile Device Management
Preferred Supplier	The Supplier to whom the NORA intends to award the contract, subject to satisfactory contract negotiation.
Remedial Fault	A fault occurring when hardware or software either partially or wholly ceases to function correctly, and the occurrence is reported to the Supplier.
RMM	Remote Monitoring and Management
RFT	Request for Tenders, this solicitation of competitive Tender.
Response to Fix Time	The time taken (within the Principal Period of Maintenance) for the Supplier representative to correct a fault and prove normal operation to NORA's satisfaction after notice of a Remedial Fault has been received by the agreed mechanisms. A zero response to fix time will be given to any Remedial Fault where the delay in achieving the target response to fix time is caused by the NORA. Incidents resolved over the telephone (aka a "first time fix") have a zero response to fix time.
Successful Supplier / Successful Provider	Such Person(s), firm(s), company(ies), partnership(s), corporation(s) with whom a contract is entered into by NORA to provide a service for the execution of work under the contract. The Contractor will be the "Prime Contractor" and shall be responsible, in total, for all work of its sub-contractors.
Supplier(s)	Any person(s), firm(s), company(ies), partnership(s), corporation(s) submitting a Tender in response to this RFT.
Software	Operating systems, utilities, and programs and supporting documentation licensed to the NORA.
Tender	All materials submitted by a Supplier in response to this RFT.
Tenderer(s)	See 'Supplier'.

Part D: Services Contract

Draft Service Contract to be completed on Award of Competition
(Post Competition)

National Oil Reserves Agency DAC

And

Insert successful Tender full legal name

AGREEMENT

Relating to the Provision of ICT Managed Services

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY [MONTH] OF 2026 BETWEEN:

The National Oil Reserves Agency of Second Floor, Building Number 3, Number One Ballsbridge, 126 Pembroke Road, Dublin 4, D04 EP27 (“the Client”);

and

[Tenderers full legal name], of [address:] (“the Contractor”)

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

WHEREAS:

- A. By Request for Tender entitled “**Provision of ICT Managed Services**” advertised dated **29th of June 2026** (“the RFT”) the Contracting Authority invited economic operators (“Tenderers”) to participate in a competition for the provision of the services described in Appendix 1 of the RFT (the “Services”). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of RFT tender submission] (“the Submission”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

- 1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to E attached hereto;
 - ii. The Submission;
 - iii. The Response.
- 2. The Contractor agrees to provide the Services described in Schedule B (the “Services”) to the Client in accordance with this Agreement (“Agreement”). Schedule B details the nature, quantity, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT, the SRFT, the Submission and the Response (“the Specification”).
- 3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
- 4. For the purposes of this Agreement, the Client’s Contact is [insert contact name] of [insert contact address]; the Contractor’s Contact is [Contractor contact name: to be completed on signing] of [Contractor contact address: to be completed on signing].
- 5. This Agreement shall take effect on the date of this Agreement (“the Effective Date”) and shall expire on **the third anniversary of the effective date**, unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).

The Client reserves the right to extend the Term for a period or periods of up to **12 months** with a maximum of **one (1)** such extensions permitted subject to its obligations at law.
- 6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
- 7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
- 8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.

9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

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

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A.** The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B.** In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C.** The Contractor is deemed to be the prime contractor under this Agreement, and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors (where agreed by the Client) and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4), to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.
- D.** Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor, and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the

exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

- E.** During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F.** The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G.** The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement (“OGP”) and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H.** The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the “TUPE Regulations”) and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

2. KEY PERSONNEL

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

3. PAYMENT

- A.** Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B.** Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C.** The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D.** Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E.** The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F.** The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A.** The Contractor acknowledges, warrants, represents and undertakes that:
1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;

2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [date], which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
 7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
 8. *Not Used.*
 9. the Client shall be under no obligation to purchase any minimum number or value of Services; and
 10. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.10.
- B.** The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

- A.** The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B.** Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for

any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

- C.** Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- D.** Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E.** Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limits apply), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed the amount specified by the Contracting Authority / Framework Client in the SRFT regardless of the number of claims.
- F.** If for any reason the Client is dissatisfied with the performance of the Contractor, a sum ("the Retention Amount") may be withheld from any payment otherwise due. The Retention Amount shall not at any given time exceed fifty per cent (50%) of the Annual Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.
- G.** *Not used.*
- H.** Without prejudice to any general right to damages under this Agreement where the Contractor does not provide the Services in accordance with this Agreement, the Client may, at his discretion, deduct liquidated damages up to a maximum amount of one hundred percent (100%) of the Annual Charges (or invoice or order) price for the relevant Services (the "Liquidated Damages Threshold").

Where the Liquidated Damages Threshold is met or exceeded (being that service delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

1. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and
2. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

6. INTELLECTUAL PROPERTY

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

breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

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

7. NOT USED

8. FORCE MAJEURE

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
- 1. the nature of the Force Majeure Event;
 - 2. the anticipated delay in the performance of obligations;
 - 3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume

the performance of its obligations as soon as reasonably possible after the removal of the cause.

- C.** If the Force Majeure Event continues for ten (10) calendar days either Party may terminate at 14 days' notice.
- D.** In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A.** This Agreement may be terminated by the Client, without liability for compensation or damages, by serving one (1) months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving one (1) months written notice to the Client.
- B.** Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
 - 1.** if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 - 2.** if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 - 3.** in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
 - 4.** in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C.** The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:
 - I.** that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor.
 - II.** that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 883/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
- D.** Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

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

10. CONTRACT MANAGEMENT

- A.** The Client’s Contact and the Contractor’s Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- B.** The Contractor agrees to:
- 1.** liaise with and keep the Client’s Contact fully informed of any matter which might affect the observance and performance of the Contractor’s obligations under this Agreement;
 - 2.** maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
 - 3.** comply with all reasonable directions of the Client; and
 - 4.** comply with the service levels and performance indicators set out in Schedule D.
- C.** The Client or its authorised representative may inspect the Contractor’s premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. DISPUTES

- A.** In the event of any dispute arising out of or relating to this Agreement (the “Dispute”), the Parties shall first seek settlement of the Dispute as set out below.
- B.** The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Client contact] within the Client respectively.
- C.** If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D.** If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to Mediators’ Institute of Ireland to appoint a mediator.
- E.** Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the

Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.

- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

13. NOTICES

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

14. ASSIGNMENT AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") **requires the prior written consent of the other Party**. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement **requires the prior written consent of the other Party**, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 883/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to

the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

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

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A.** The Contractor confirms that it has carried out a conflict of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B.** Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client

shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms “registrable interest” and “relative” shall be interpreted as per section 2 of the Ethics in Public Office Act 1995 (as amended) a copy of which is available on request.

- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

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

22. EQUIPMENT

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

tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. NON SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

- A.** At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B.** The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C.** A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").
- D.** All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E.** The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F.** On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G.** In the event that either Party rejects the Impact Assessment, the change(s) shall not take place, and the Parties shall continue to perform their obligations under this Agreement.
- H.** The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

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

“Data” means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E.** The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F.** The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G.** The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H.** The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I.** The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J.** The Contractor shall fully comply with and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K.** The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall:-

(1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;

(2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

(3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

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

N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.

O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert when completing contract]

Part D: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The National Oil Reserves Agency / An Ghníomhaireacht Chúltaca Ola Náisiúnta of Second Floor, Building Number 3, Number One Ballsbridge, 126 Pembroke Road, Dublin 4, D04 EP27 (hereinafter “the Contracting Authority”) of the one part;
and

Insert successful Tender full legal name of [address] (hereinafter called “the Contractor”) of the other part.

WHEREAS

- A.** By Request for Tenders dated 29 June 2026 entitled “**Provision of ICT Managed Services**” (the “RFT”) the Contracting Authority invited economic operators (“Tenderers”) to provide the services described in Appendix 1 to the RFT (the “Services”), “Requirements and Specifications”, (“the Services”). The Contractor submitted a response to the RFT prior to the Tender Deadline (“the Response”).
- B.** The Contractor has been identified as the preferred bidder pursuant to the RFT (“the Competition”).
- C.** For the purposes of the tender process referred to in the RFT (the “Competition”) and any subsequent contract or contracts awarded thereunder (if any) (the “Contract(s)”) certain confidential information (the “Confidential Information”) as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority and the Tenderers (as defined in the RFT).

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

- 1.** The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
- 2.** For the purposes of this Agreement "Confidential Information" means:
 - 2.1** unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2** any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland from time to time
4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:
- 4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
- i to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
 - ii to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor
- PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.
5. The obligations in this Agreement will not apply to any Confidential Information:
- i in the Contractor’s possession (with full right to disclose) before receiving it from the Contracting Authority; or
 - ii which is or becomes public knowledge other than by breach of this clause; or
 - iii is independently developed by the Contractor without access to or use of the Confidential Information; or
 - iv is lawfully received from a third party (with full right to disclose).
6. The Contractor undertakes:
- 6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);
- 6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

- 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.
7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
“**Data Controller**” has the meaning given under the Data Protection Laws;
“**Data Processor**” has the meaning given under the Data Protection Laws;
“**Data Subject**” has the meaning given under the Data Protection Laws;
“**Data Subject Access Request**” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
“**Personal Data**” has the meaning given under Data Protection Laws;
“**Processing**” has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

- D.** Without prejudice to the generality of clause 10(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-
- (1) process that Personal Data only on the written instructions of the Client;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E.** The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F.** The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G.** The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

- H.** The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I.** The Contractor shall permit the Client, the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J.** The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K.** The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L.** The Contractor shall:-
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of any and all such Personal Data is made daily and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M.** The Client does not consent to the Contractor appointing any third-party processor of Personal Data under this agreement
- N.** Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

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