



Coimisiún na Meán

- (1) COIMISIÚN NA MEÁN
("THE COMMISSION")
- (2) [INSERT NAME]
("THE FRAMEWORK MEMBER")

FRAMEWORK AGREEMENT

FOR THE PROVISION OF
MICROSOFT APPLICATION DEVELOPMENT SERVICES

DATE: DD MM YYYY

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THIS FRAMEWORK AGREEMENT is made on [dd - month - year]

BETWEEN

- (1) **Coimisiún na Meán**, having its offices at One Shelbourne Buildings, Shelbourne Road, Dublin, D04 NP20 (“**the Commission**”) which expression includes its successors and assigns and anybody to whom its functions are transferred under Applicable Law of the one part and
- (2) ([**INSERT NAME OF FRAMEWORK MEMBER**], a [limited liability company/partnership – DELETE AS APPROPRIATE] (with its offices at [**INSERT ADDRESS**]) (the “**Framework Member**”, which expression shall include its successors and assigns).

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

RECITALS

- A. The Commission issued a Request for Tenders (the “**RFT**”) on [insert date] to interested parties inviting tenders for appointment to the Framework in respect of the Services.
- B. The Framework Member submitted a tender in response to the RFT (“the **Tender**”).
- C. Following an evaluation of all tenders submitted in response to the RFT, and in reliance on the Framework Member’s expertise and the representations made in its Tender, the Commission selected the Framework Member for appointment to the Framework.
- D. The Parties wish to set out the terms and conditions on which the Framework Member is appointed to the Framework.

NOW IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Framework Agreement, the following terms and expressions have the meaning given to them below:

“Applicable Law”	means any law applicable in the State and any jurisdiction in which the Framework Member is established (as applicable) and includes without limitation, common law, statute, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instruments, or delegated or subordinate legislation.
“Background Intellectual Property”	means any and all Intellectual Property that is owned by or licensed to either Party and which are or have been developed independently of this Framework Agreement, the Services and Deliverables (whether prior to or after the date of this Framework Agreement).
“Best Industry Practice”	means, at any and all times, the exercise of that degree of skill, diligence, prudence, professionalism, care, attention, understanding and foresight which would reasonably be expected from a leading expert (complying with its contractual obligations and Applicable Laws) in the provision of services, works, duties, functions, responsibilities and activities of a similar scope,

nature, scale, complexity and importance to the Services or the relevant part of them.

“Bias”	includes an inclination, leaning, tendency, bent, a preponderating disposition or propensity, predisposition, predilection and/or prejudice. Bias can include subjective or objective bias. Objective bias includes where there is a reasonable apprehension or suspicion of bias (i.e. whether actual bias or an appearance of bias).
“Call-Off Contract”	means a contract entered into with a Framework Member pursuant to the Framework Agreement substantially in the form template set out at Schedule 1, as may be amended or supplemented to reflect the specific requirements of the relevant call-off.
“Call-Off Order”	means a written order issued by the Commission to a Framework Member pursuant to the Cascade Procedure set out in Clause 4 of the Framework Rules (Schedule 1) setting out the scope, term and such other details as the Commission considers appropriate in respect of a proposed Call-Off Contract;
“Cascade Procedure”	means the procedure for the award of a Call-Off Contract set out in Clause 4 of the Framework Rules (Schedule 1);
“Change of Control”	means a change in the possession, whether directly or indirectly, of the power to direct or cause the direction of the Framework Member’s management or policies, whether through ownership of shares, by contract, or by any other means.
“Commencement Date”	means the date upon which this Framework Agreement is fully signed and executed by both Parties.
“Confidential Information”	means this Framework Agreement, and all information of whatever nature relating to the Commission, any Call-Off Contract, the Services and/or the affairs, plans, transactions, proposals, projections, strategies, finances, prices, know how, methodologies, costs, operations, accounts, strategic plan, operational processes, Intellectual Property and data systems of the Commission which is disclosed before or after the date hereof by the Commission to the Framework Member (including its officers, employees, advisers, agents, representatives, contractors, sub-contractors or consultants) or to which the Framework Member is given access, whether in written, oral, visual, graphic, photographic, electronic, digital or in any other tangible form whatsoever, including, but not limited to, all know-how, Intellectual Property, ideas, experience, drawings, designs, diagrams, lists, computer programs, algorithms, engineering data, economic data, statistical data, formulae, specifications and all other technical or other tangible information in the possession or procurement of the Commission and any other matters relating to the Commission, the Framework Agreement, any Call-Off Contract and/or the Services, whether pursuant to written communication, or correspondence with the officers, management, employees, contractors or sub-contractors of the Commission, or the advisers or consultants to or agents or representatives of the Commission. Confidential Information also includes analyses, compilations, studies, notes, reports, presentations and any other documents or records of whatsoever nature in whatever form prepared by or on behalf of the

Commission, or by the Framework Member and/or its officers, employees, advisers, agents, representatives, contractors, sub-contractors or consultants with respect to the Framework Agreement, any Call-Off Contract and/or the Services whether marked confidential or not.

“Conflict of Interest”

means any conflict of interest or Bias or any other factor, whether arising through personal interest, current or prospective contractual obligations or any other activity or association that the Framework Member or any of the Framework Member Team has which would compromise the independence of the Framework Member in its performance of the Services or any aspect of the Services, Call-Off Contract and/or Framework Agreement and any of their subject matter or which could create the perception that the independence of the Framework Member in its performance of the Services and/or a Call-Off Contract might be so compromised including, without limitation:

- (i) An interest which would or could compromise the independence of the Framework Member in its performance of the Services
- (ii) An interest which could (in the opinion of the Commission) create the reasonable perception that the independence of the Framework Member or the Framework Member Team in the performance of the Services might be so compromised
- (iii) A contract (whether oral or written) with any person regulated by the Commission or potentially affected by any decisions of the Commission or which represent any persons regulated or potentially affected by decisions of the Commission.
- (iv) A position of employment, directorship (whether executive or non-executive) or any position of emolument with any person regulated by the Commission or potentially affected by any decisions of the Commission or which represent any persons regulated or potentially affected by decisions of the Commission
- (v) Where a Framework Member or any of the Framework Member Team has in the past undertaken work for an organisation (or a subsidiary or an associated company of an organisation) that might be affected by decisions to be taken by the Commission which are in any way connected with the Services, in circumstances where the firm was privy to confidential information that would give, or might reasonably be perceived to give, the Framework Member (and by extension the Commission) an unfair advantage in relation to an organisation that might be affected by any future decisions to be taken by the Commission

- (vi) Any conflict of interest which has been disclosed or is disclosable by the Framework Member to the Commission by virtue of perception of a conflict of interest

“Daily Rates”	means the daily rates included in the Tender submitted by the Framework Member (or such lower rates if tendered under this Framework Agreement and/or any Call-Off Contract).
“Data Protection Legislation”	means the Data Protection Acts 1988 to 2018 (as may be amended, replaced or repealed from time to time), the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulation 2011 (S.I. No. 336 of 2011) and the EU General Data Protection Regulation (Regulation EU/2016/679) (“ GDPR ”) and any successor or further implementing legislation relating to the same and any other national legislation enacted further to and/or to supplement the GDPR and any subsequent legislation that relates to Personal Data (where “ Personal Data ” has the same meaning as in the GDPR) and any codes of conduct or guidance issued by the Data Protection Commission.
“Deliverables”	include, without limitation, all models, items, reports, draft reports, data, spreadsheets, presentations, compilations, outputs, product, work and any other deliverables resulting from the provision of the Services.
“Procurement Directive”	means Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC.
“Fees”	means the fees payable by the Commission to the Framework Member subject to, and in accordance with, the Framework Agreement and as set out in the Call-Off Contract.
“Force Majeure Event”	means the occurrence of:

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

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

	which excludes labour disputes concerning the Framework Member or any of the Framework Member Team.
“Framework”	means the multi-party framework established for the provision of the Services as governed by and subject to the terms and conditions of the Framework Agreement and any Call-Off Contract.
“Framework Agreement”	means this agreement and its Schedules.
“Framework Member Team”	means any employees, representatives and/or agents of the Framework Member or its subcontractors of any tier in any way involved in the Tender, Mini-Tender, Framework Agreement and/or any Call-Off Contract. It includes all Key Personnel.
“Framework Rules”	means the rules for entering into Call-Off Contracts as set out in Schedule 1.
“Insolvent”	means if the Framework Member has a petition presented for its winding up, has a liquidator appointed to it or has a receiver or an examiner appointed to it or over part or all of its assets or enters into a composition with its creditors (save for the purposes of a bona fide reconstruction or amalgamation on terms approved in advance by the Commission), and/or the Framework Member is unable to pay its debts as they fall due within the meaning of section 570 of the Companies Act 2014 (or any event similar to the foregoing occurs in any other jurisdiction).
“Intellectual Property or IP”.	includes, without limitation, any copyright (including copyright in computer software and source code), database rights, sui generis database rights, discoveries, concepts, domain names, patents, secret or other processes, technologies, know-how, inventions, ideas, goodwill, utility models, improvements, information, trade secrets, all copyright works, business methods, logos, designs, trademarks, service marks, business names, domain names, business methods, utility models, design rights (whether registered or unregistered and including any application or right of application or right of renewal in relation to any of them) trade secrets and all other industrial or intellectual property rights including moral rights of whatever nature whether registered or unregistered in any application for such rights and any similar proprietary rights and any related goodwill.
“RFT”	means the Request for Tenders and any related documents or clarifications issued by the Commission in respect of the Framework Agreement.
“Key Personnel”	means those individuals identified by name and role in the Framework Member's Tender (as recorded in Part 3 of Schedule 2) and such other individuals as may be identified in a Mini-Tender or Call-Off Contract, which the Framework Member is required to use in the performance of the Services under any Call-Off Contract, and who possess the minimum qualifications, professional certifications, competencies and levels of experience specified in the RFT and the Tender for the relevant role.
“Liabilities”	includes all costs claims, demands, damages, expenses, actions, compensation, charges, settlements, proceedings, penalties, losses, fines, awards and liabilities (including legal and professional fees and costs, together with VAT) whatsoever.

Mini-Competition	means a competition between the Framework Members conducted in accordance with the Framework Rules set out in Schedule 1.
“Mini-Tender”	means the mini-tender submitted by the Framework Member to the Commission in response to a Request for Mini-Tenders and any related documents submitted by the Framework Member to the Commission for a particular Call-Off Contract. In the context of the Request for Mini-Tenders the Framework Member tendering is referred to as “the Mini-Tender Participant”
“Relevant Consent”	means all approvals, consents, licences, permissions, certificates, authorisations and agreements required under contract and/or Applicable Law in connection with this Framework Agreement, any Call-Off Contract and/or the performance of the Services.
“Request for Mini-Tenders”	means an invitation to participate in a mini competition for a Call-Off Contract issued in accordance with the Framework Rules (Schedule 1) in the form set out at Schedule 1 and any related documents issued by the Commission in respect of the Services.
“Services”	means the IT solutions services as described in Schedule 8 and as may be more particularly described in a Call-Off Order or Request for Mini-Tenders issued under this Framework Agreement which shall be performed by the Framework Member in accordance with the provisions of this Framework Agreement and the Call-Off Contract.
“Tender”	means the tender submitted by the Framework Member to the Commission in response to the RFT.
“Term”	has the meaning given to that term under Clause 3 of this Framework Agreement.
“the State”	means Ireland.
“Working Day”	means any day of the week excluding Saturdays, Sundays and bank and public holidays in Ireland.

1.2 In this Framework Agreement, the following rules apply:

- 1.2.1 Any reference to a Clause, Schedule, sub-clause or paragraph is to the Clause, Schedule, sub-clause or paragraph of or to this Framework Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.
- 1.2.2 The index and clause headings are included for convenience only and shall not affect the interpretation of this Framework Agreement.
- 1.2.3 The use of the singular includes the plural and vice versa.

- 1.2.4 The use of any gender includes the other genders.
- 1.2.5 A reference to any statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any regulation, order, instrument or subordinate legislation for the time being in force made under the relevant statute or statutory provision.
- 1.2.6 References to persons in this Framework Agreement include bodies corporate, unincorporated associations or partnerships and any reference to a person includes a reference to that person's legal personal representatives, successors and lawful assigns.
- 1.2.7 Where the words "include(s)", "including" or "in particular" are used in this Framework Agreement, they are deemed to have the words "without limitation" following them and where the context permits, the words "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them.
- 1.2.8 Any obligation in this Framework Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.2.9 In the event of any ambiguity or conflict between the documents comprising this Framework Agreement, the order of precedence is as follows:
- (1) this Framework Agreement;
 - (2) the Call-Off Contract;
 - (3) the Request for Mini-Tenders;
 - (4) the Mini-Tender;
 - (5) the RFT;
 - (6) the Tender;
- save and to the extent that the Call-Off Contract, Request for Mini-Tenders, Mini-Tender, RFT or Tender, provide a higher level of service, in which case the relevant provisions of the Call-Off Contract, Request for Mini-Tenders, Mini-Tender, RFT or Tender (as appropriate) shall take precedence.
- 1.2.10 This Framework Agreement will not be interpreted *contra proferentem*.
- 1.2.11 The Schedules to this Framework Agreement form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement includes the Schedules to this Framework Agreement.

2 APPOINTMENT

- 2.1 The Framework Member is hereby appointed to the Framework.
- 2.2 The Framework Member will prioritise the Framework in relation to the other business activities of the Framework Member to ensure that it can comply with its covenants and obligations in the manner contemplated by the Framework Agreement.
- 2.3 The Framework Member hereby acknowledges and agrees that:
- (a) it accepts this appointment for the Term subject to, and in accordance with, the Framework Agreement;
 - (b) it is one of a number of persons appointed to the Framework and it does not have any exclusive right to provide the Services, or services similar or identical to the Services, to the Commission;
 - (c) the Commission may use its own personnel or other third parties outside the Framework in relation to the provision of the Services or services similar or identical to the Services;
 - (d) Call-Off Contracts will primarily be awarded through the Cascade Procedure whereby the Commission may directly award a Call-Off Contract to the highest-ranked Framework Member in accordance with the Framework Rules without running a Mini-Competition;
 - (e) There is no guarantee of any value, volume or frequency of Services and/or Call-Off Contract; and
 - (f) the Commission is under no obligation to enter into any Call-Off Contract with the Framework Member or any other person appointed to the Framework.
- 2.4 The Commission has no obligations and has no liability and accepts no Liabilities (whether for breach of the Framework Agreement, Call-Off Contract or other duty, negligence, or anything else) to the Framework Member, in connection with this Framework Agreement, Call-Off Contract or otherwise except as expressly stated in this Framework Agreement.
- 2.5 The Framework Member agrees to act reasonably and in good faith in relation to its rights and obligations under this Framework Agreement and any Call-Off Contract and any of the Commission's rights and obligations.
- 2.6 The Framework Member has entered into this Framework Agreement in consideration of the payment of one euro (€1.00) to the Framework Member (the receipt of which it hereby acknowledges) and other good and value consideration (the sufficiency of which it hereby acknowledges).
- 2.7 The Framework Member agrees that the provision of all Services shall be governed by and performed in accordance with, the terms and conditions of this Framework Agreement and the relevant Call-Off Contract. The Framework Member shall not in its dealings with the Commission seek to impose or rely on any contractual terms other than those contained in this Framework Agreement and the relevant Call-Off Contract.

3 DURATION

- 3.1 This Framework Agreement shall take effect on the Commencement Date and shall continue in full force and effect for a period of four (4) years from and including the Commencement

Date (the “**Term**”), unless it is otherwise terminated in accordance with the provisions of this Framework Agreement. For the avoidance of any doubt, the term of a Call-Off Contract may last for longer than the Term.

- 3.2 If the performance of a Call-Off Contract extends beyond the Term, the Framework Agreement shall continue in respect of that particular Call-Off Contract and only with the relevant Framework Member until the Call-Off Contract has been fully performed to the satisfaction of the Commission or is terminated, whichever is earlier.

4 AWARD OF CALL-OFF CONTRACTS

- 4.1 If the Commission, during the Term, has a requirement for Services it may procure the Services by awarding a Call-Off Contract subject to, and in accordance with, the Framework Rules outlined in Schedule 1.

5 CALL-OFF CONTRACTS

- 5.1 If awarded a Call-Off Contract, the Framework Member shall promptly and in any event within a reasonable time determined by the Commission (which shall not exceed five (5) Working Days unless otherwise agreed between the Commission and the Framework Member) arrange for an authorised representative to sign and return the Call-Off Contract to the Commission along with evidence that any conditions precedent as set out in the relevant Call-Off Contract have been met.
- 5.2 The specifics of each individual Call-Off Contract awarded shall be recorded in the Call-Off Contract. Each Call-Off Contract shall constitute a separate contract for the Services and default by the Commission in relation to any one Call-Off Contract shall not entitle the Framework Member to treat such as a breach of the entire Framework Agreement and/or terminate this Framework Agreement. Each Call-Off Contract shall contain a description of the Services to be provided: output; deliverables; fees payable; timing or schedule for provision of the Services; and such other terms and conditions as the successful Framework Member and the Commission may agree in respect of the Services.
- 5.3 Upon execution of the Call-Off Contract by both the Commission and the Framework Member, the Framework Member will provide the Services in accordance with the terms of the Call-Off Contract and this Framework Agreement.
- 5.4 No enforceable contract of any kind, contractual or otherwise will exist unless and until the Call-Off Contract has been executed by or on behalf of the Commission.
- 5.5 The Framework Member acknowledges and agrees that the terms and conditions of this Framework Agreement shall apply to all Call-Off Contracts awarded.

6 SERVICES

- 6.1 The detailed obligations of the Framework Member in respect of the performance of the Services shall be as set out in the relevant Call-Off Contract.
- 6.2 The Framework Member and the Framework Member Team shall perform the Services with due care, skill and diligence, in a timely manner, in accordance with Best Industry Practice and in compliance with the requirements of the RFT, this Framework Agreement and the relevant Call-Off Contract.
- 6.3 The Commission may appoint one or more Framework Members to perform the Services. The Framework Member shall co-operate and liaise with such other Framework Member(s)

as reasonably required by the Commission in connection with any projects to which the Services relate.

- 6.4 The Framework Member shall ensure that all of its personnel or agents involved in providing any Services pursuant to this Framework Agreement and any Call-Off Contract comply with the terms of this Framework Agreement and any Call-Off Contract.
- 6.5 If the Framework Member fails to provide the Services or comply with its obligations under this Framework Agreement or any Call-Off Contract, the Commission may exercise any remedies available to it, including requiring the Framework Member to re-perform the relevant Services at no additional charge.

7 KEY PERSONNEL

- 7.1 The Framework Member acknowledges that the Key Personnel identified in its Tender are fundamental to the Commission's decision to appoint the Framework Member to the Framework and that the Commission has entered into this Framework Agreement in reliance upon the skills, experience and expertise of such Key Personnel.
- 7.2 The Framework Member shall ensure that the Key Personnel identified in its Tender are available for the purposes of the award of Call-Off Contracts during the Term. The obligations of the Framework Member with respect to the deployment and management of Key Personnel during the performance of the Services under a Call-Off Contract shall be as set out in the relevant Call-Off Contract.
- 7.3 The Framework Member shall not substitute or replace any Key Personnel identified in its Tender for the purposes of the Framework without the prior written approval of the Commission. Where the Framework Member wishes to replace any such Key Personnel prior to the award of a Call-Off Contract, it shall notify the Commission in writing, providing the reasons for the proposed change. Any such replacement shall be subject to the prior written approval of the Commission, which shall not be unreasonably withheld. The provisions governing the substitution or replacement of Key Personnel during the performance of a Call-Off Contract shall be as set out in the relevant Call-Off Contract.
- 7.4 Where the Framework Member receives a Call-Off Order or Request for Mini-Tenders and any Key Personnel proposed for deployment under the relevant Call-Off Contract are unavailable, the Framework Member shall promptly notify the Commission in writing and shall propose a replacement within the applicable deadline for response under the Framework Rules. Any proposed replacement personnel must possess qualifications, skills and relevant experience at the same level as the Key Personnel being replaced, as defined by reference to the levels of experience specified in the RFT. The Framework Member shall not substitute Key Personnel with an individual at a lower level than that of the original Key Personnel. The Framework Member shall provide the Commission with a full curriculum vitae and such other supporting documentation as the Commission may reasonably require in respect of any proposed replacement. The Commission shall have sole discretion to approve or reject any proposed replacement and shall not be obliged to provide reasons for any such rejection.
- 7.5 Without prejudice to Clause 7.4, the Framework Member shall notify the Commission within a reasonable period of any permanent departure of Key Personnel from the Framework Member's organisation and shall propose a replacement in accordance with the requirements of Clause 7.4.
- 7.6 Where, prior to the award of a Call-Off Contract, the Commission is not satisfied that suitable Key Personnel or acceptable replacements are available, the Commission reserves the right to (i) decline to award the relevant Call-Off Contract to the Framework Member and/or (ii)

take such unavailability into account for the purposes of the Ranking Relegation Procedure set out in the Framework Rules.

- 7.7 Additional rules relating to Key Personnel availability prior to the award of a Call-Off Contract are set out in the Framework Rules in Schedule 1. The provisions governing the management, substitution and replacement of Key Personnel during the performance of the Services under a Call-Off Contract shall be as set out in the relevant Call-Off Contract.

8 CONFIRMATIONS, WARRANTIES & REPRESENTATIONS

- 8.1 The Framework Member acknowledges and agrees that the Commission has entered into this Framework Agreement with the Framework Member in reliance on the statements, representations and warranties contained in this Framework Agreement and the Tender.

- 8.2 The Framework Member under this Framework Agreement represents and warrants to the Commission that:

- (a) it has all the necessary power and authority to execute, deliver and perform its obligations under this Framework Agreement and any Call-Off Contract;
- (b) each of the obligations of the Framework Member under this Framework Agreement constitute legally binding obligations on it;
- (c) each of the Framework Member Team have the experience, qualifications and necessary ability to undertake the Services.
- (d) there are no actions, suits or proceedings or regulatory investigations pending or, to the Framework Member's knowledge, threatened against or affecting the Framework Member before any court or administrative body or arbitration tribunal that might affect the ability of the Framework Member to perform its obligations under the Framework Agreement or any Call-Off Contract;
- (e) the "Declaration as to Personal Circumstances of Tenderer" remains unchanged;
- (f) if awarded a Call-Off Contract, the Services shall be provided by relevant Key Personnel and appropriately experienced, qualified and trained personnel and the Services shall be rendered with all due skill, care and diligence. The Framework Member further warrants that all Key Personnel hold, and shall maintain throughout the duration of the relevant Call-Off Contract, all professional certifications, accreditations and security clearances required for the performance of the Services as specified in the RFT, the Tender or the relevant Call-Off Contract and that the Framework Member shall ensure the ongoing professional development and training of Key Personnel to maintain competence in the technologies and methodologies relevant to the Services in accordance with Best Industry Practice;
- (g) it has taken account of the obligations relating to employment protection and working conditions that are in force in the place where the Services are to be supplied in preparing its Tender and will comply with such obligations in the performance of the Services under any Call-Off Contract;
- (h) the representations, statements and warranties contained in the Tender are true, valid, correct, complete and accurate and are not misleading;

- (i) the Framework Member has sufficient financial and economic standing and working capital to perform and meet its obligations under this Framework Agreement and the potential Call-Off Contracts;
- (j) the execution and performance of this Framework Agreement by it does not conflict with or constitute a breach or default under any contract or agreement of any kind to which it is a party or any Relevant Consent, judgment, order, or Applicable Law which is applicable to it or its assets;
- (k) there are no pending or threatened actions or proceedings before any court or administrative agency which would materially affect its business or operations;
- (l) it is not aware of any matter or conflict or circumstance which might restrict or impede it from entering into and performing this Framework Agreement or any potential Call-Off Contracts or may have a material impact on the decision of the Commission to enter into this Framework Agreement with the Framework Member;
- (m) none of the circumstances set out in Article 57 of the Procurement Directive or Regulation 57 of the European Communities (Award of Public Authority Contracts) Regulations 2016 apply to the Framework Member, or any company directors of the Framework Member or any person having powers of representation, decision or control in respect of the Framework Member;
- (n) any registerable interest involving the Framework Member, the Commission, or employees of the Commission, or their relatives, has been fully disclosed in writing to the Commission prior to the date of this Framework Agreement;
- (o) it has not offered, given or agreed to give any officer or employee of the Commission or any person connected with the procurement process for this Framework Agreement any gift or consideration of any kind as an inducement or reward in connection with this Framework Agreement or the related tender process;
- (p) the Framework Member has no actual or potential Conflict of Interest in respect of any aspects of the Services and/or the Framework Agreement and/or the subject matter of either of them except to the extent otherwise communicated to the Commission;
- (q) It will not in performing the Services under any Call-Off Contract be in breach of any obligation owed to any person or infringe upon any right enjoyed by any person including the intellectual property rights of any person;
- (r) It shall observe and comply with all Applicable Law to the extent that such laws are relevant to the performance of its obligations under this Framework Agreement and / or any Call-Off Contracts; and
- (s) It shall not and shall procure that its officers, agents, servants or employees shall not:
 - (i) knowingly do anything directly or indirectly prejudicial to the interests of the Commission or to the contractual relationship of the Commission with any third parties or which shall adversely affect the Services, duties and obligations of the Framework Member hereunder;
 - (ii) in any way pledge the credit of the Commission; or

- (iii) make any representation or give any warranty on behalf of the Commission nor hold itself out as the agent thereof in any way, save in pursuance of its duties under this Framework Agreement.

8.3 Without limiting the generality of Clause 8.2, the Framework Member shall take all necessary steps to manage any and all Conflicts of Interest (including the establishment of conflicts policies and screening protocols if not already in place) that may arise during the Framework Agreement Term so as to ensure that the performance of the Services are not impaired or compromised as a result of any third party relationships of the Framework Member, any holding company or subsidiary of the Framework Member or any subsidiary of such a holding company. In particular (but without limiting the generality of the foregoing) the Framework Member hereby undertakes to notify the Commission forthwith in writing of any Conflict of Interest or potential Conflict of Interest that may arise in the provision of the Services.

8.4 The Framework Member shall immediately and fully disclose in writing any change in events or circumstances which in any way relates to or is connected with any of the representations, warranties and confirmations given in this Clause 8.

8.5 The Framework Member shall keep for a period of six (6) years following the termination of this Framework Agreement or any Call-Off Contract (whichever the later) detailed records of all matters undertaken by the Framework Member in relation to the Services and the discharge of its obligations under the Framework Agreement and any Call-Off Contract and will promptly provide such to the Commission at any time within that period in hard copy or electronic form in a format specified by the Commission.

9 FEES AND PAYMENT

9.1 The Commission shall pay to the Framework Member the Fees for the provision of the Services in accordance with the terms of the relevant Call-Off Contract. The Fees shall be calculated by reference to the Daily Rates.

9.2 The Fees are exclusive of value added tax which shall be payable, if chargeable, by the Commission at the rate and in the manner for the time being prescribed by Irish law.

9.3 The Framework Member is solely responsible for all tax liabilities arising from the Fees paid under any Call-Off Contract. All payments shall be subject to professional services withholding tax under the provisions of part 18, chapter 1 of the taxes consolidation act 1997 at the prevailing rate.

9.4 Where the Framework Member is liable to make any payment to the Commission under this Framework Agreement or otherwise, the Commission may set off any such payments due to it against any Fees due by the Commission to the Framework Member.

9.5 The detailed requirements for invoicing, payment and record-keeping shall be as set out in the relevant Call-Off Contract.

10 CONTRACT MANAGEMENT

10.1 Upon completion of (or during) any Call-Off Contract, the Commission may conduct and complete an appraisal of the Services performed by the Framework Member against the Key Performance Indicators ("KPIs") set out in Schedule D to the Call-Off Contract. The Framework Member shall cooperate fully with any such appraisal.

10.2 Failure by the Framework Member to achieve a satisfactory level of performance against the KPIs may be taken into account by the Commission for the purposes of the Ranking Relegation Procedure set out in the Framework Rules and may constitute grounds for the

exercise of any other rights or remedies available to the Commission under this Framework Agreement or the relevant Call-Off Contract, including suspension or termination.

- 10.3 The detailed procedures governing appraisals, remedial action plans and performance reporting shall be as set out in the relevant Call-Off Contract.

11 EXIT MANAGEMENT, ACCESS TO INFORMATION AND AUDIT

- 11.1 Where required in a Call-Off Contract, the Framework Member shall develop and maintain an exit management plan and perform exit management services in accordance with the requirements set out in the relevant Call-Off Contract. Such exit management services shall be paid for in accordance with the Daily Rates quoted in the Framework Member's Tender.
- 11.2 The Framework Member shall maintain proper accounts and records of its performance under this Framework Agreement and any Call-Off Contract. The Commission may, on giving reasonable notice, conduct an audit of the Framework Member to verify the accuracy of the Fees, review compliance with this Framework Agreement or any Call-Off Contract, and review the Framework Member's accounts and records. The detailed audit and inspection provisions shall be as set out in the relevant Call-Off Contract.
- 11.3 Without prejudice to any legal requirement or longer retention requirement under this Framework Agreement or any Call-Off Contract, all accounts and records shall be retained for a period of six (6) years following the termination or expiry of this Framework Agreement or completion of the Services as outlined in a Call-Off Contract (whichever is later).

12 CONFIDENTIAL INFORMATION AND ANNOUNCEMENTS

- 12.1 The Framework Member undertakes to keep confidential all Confidential Information and shall not disclose same to any third party except: (i) to its professional advisers subject to the provisions of this Clause; (ii) as may be required by law; (iii) as may be necessary to give effect to the terms of this Framework Agreement or any Call-Off Contract; or (iv) as may be required by any regulatory or Government body to which the Commission is subject. The detailed confidentiality obligations applicable to the performance of the Services shall be as set out in the relevant Call-Off Contract.
- 12.2 The obligations in this Clause shall not apply to any Confidential Information which: (i) is in the Framework Member's possession (with full right to disclose) before receiving it from the Commission; (ii) is or becomes public knowledge other than by breach of this Clause; (iii) is independently developed by the Framework Member without access to or use of the Confidential Information; or (iv) is lawfully received by the Framework Member from a third party (with full right to disclose).
- 12.3 The Framework Member acknowledges that the Commission may be required to grant access to records held by the Commission in relation to the Services (including Confidential Information) to members of the public pursuant to the provisions of the Freedom of Information Act 2014 and shall provide the Commission with copies of any relevant records within five (5) days of a request being made by the Commission.
- 12.4 No public announcement concerning this Framework Agreement, a Call-Off Contract, the Services or any ancillary matter shall be made by the Framework Member without the prior written consent of the Commission, save where required by law or any regulatory or Government body to which the Framework Member is subject.
- 12.5 This Clause (Confidential Information) survives the termination or expiration of this Framework Agreement.

13 INTELLECTUAL PROPERTY

- 13.1 The Parties acknowledge and agree that all matters relating to Intellectual Property Rights shall be governed by the provisions of Clause 6 (Intellectual Property) of the Call-Off Contract.

14 DATA PROTECTION

- 14.1 The Framework Member shall comply with all applicable requirements of the Data Protection Legislation. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Commission is the data controller and the Framework Member is the data processor in respect of any personal data processed by the Framework Member on behalf of the Commission in providing the Services. The detailed data protection obligations of the Framework Member, including the scope, nature and purpose of processing, technical and organisational measures, sub-processing, data transfers and breach notification, shall be as set out in the relevant Call-Off Contract.
- 14.2 The Framework Member agrees to indemnify and keep indemnified the Commission against all costs, fines, penalties, claims, damages or expenses incurred by the Commission due to any failure by the Framework Member, its employees, sub-contractors or agents to comply with Data Protection Legislation or any of the Framework Member's data protection obligations under this Framework Agreement or any Call-Off Contract.
- 14.3 The Framework Member shall, at the choice of the Commission, delete or return to the Commission all personal data after the end of the provision of the Services and delete existing copies unless required by law to retain such data. The provisions of this Clause (Data Protection) shall survive termination or expiry of this Framework Agreement and any Call-Off Contract.

15 SUSPENSION

- 15.1 The Commission may suspend the Framework Member's appointment to the Framework for such period as the Commission considers appropriate if the Commission considers that one of the events set out in Clauses 10.2, 16.3, 16.6, or 16.7 has occurred at any time. The Framework Member will not be eligible to participate in, or submit Mini-Tenders in respect of, Call-Off Contracts for the duration of the suspension.
- 15.2 The Commission may by notice require the Framework Member to suspend the progress of the whole or any part of the Services under any Call-Off Contract for a specified period upon receipt of such a notice.
- 15.3 On suspension of the Services (or part of them):
- (a) the Framework Member will do no further work to perform the suspended Services except as instructed in writing in the Commission's notice suspending the Services;
 - (b) the Commission may complete the suspended Services (or part of them) itself, or employ others to do so, and may use or make available to others its rights to material, including any materials, deliverables, data, reports, information or documents prepared, produced or supplied by the Framework Member;
 - (c) the Commission will pay the Framework Member the amount that the Commission reasonably estimates is due in accordance with the relevant Call-Off Contract for the Services the Framework Member has properly performed up to the date of suspension;

- (d) the payments for Services provided in Clause 15.3 (c) are the only payments to which the Framework Member is entitled (and for certainty, the Framework Member is not entitled to any payment in respect of loss of profit, turnover or contribution to overheads); and
 - (e) the Framework Member will furnish to the Commission all material, documents, reports and information and data that it has obtained, produced or prepared, prior to suspension in connection with the suspended Services.
- 15.4 Following any such period of suspension referred to in Clause 15.2, the Commission may by notice require the Framework Member to immediately recommence work on all or any part of the suspended Services.
- 15.5 Unless such suspension is necessary by reason of some default of or breach of this Framework Agreement or any Call-Off Contract by the Framework Member for which it is responsible, the following provisions shall apply:
 - 15.5.1 the Framework Member shall be entitled to an extension of time for performance of the obligation(s) to which the suspension relates; and
 - 15.5.2 the Framework Member shall be reimbursed by the Commission in respect of any increased costs reasonably incurred by the Framework Member by reason of such suspension.

16 TERMINATION

- 16.1 The Commission may terminate the Framework Agreement in whole or in part with sixty (60) days' prior written notice without cause if it terminates the Framework Agreement for all Framework Members.
- 16.2 The Commission may terminate any Call-Off Contract in whole or in part with thirty (30) days prior written notice without cause.
- 16.3 If the Framework Member:
 - 16.3.1 abandons or threatens to abandon this Framework Agreement or commits a material breach (whether repudiatory or not) of any of its obligations under this Framework Agreement, the Framework Rules or any Call-Off Contract;
 - 16.3.2 its employees, servants or agents or any of them commit any act of grave misconduct or gross default or any conduct tending to bring either the Framework Member, or the Commission into disrepute or affecting the business of the Commission;
 - 16.3.3 through its employees, servants or agents or otherwise, is in default or neglect in the discharge of its obligations under the Framework Agreement or any Call-Off Contract, or is convicted of any criminal offence, or is otherwise unable to undertake the Services or part thereof, to the satisfaction of the Commission;
 - 16.3.4 becomes bankrupt or Insolvent, or makes any composition or arrangement with, or conveyance or assignment for the benefit of his creditors, or any application is made under any bankruptcy act for the time being in force for a sequestration of his estate, or a trustee is granted by him on behalf of his creditors, or if the Framework Member, being a company, enters into voluntary or compulsory liquidation (except for the purpose of reconstruction or amalgamation), or if a receiver or examiner of any of its assets is appointed;

- 16.3.5 fails to effect and maintain the insurance required by the Framework Agreement or any Call-Off Contract;
- 16.3.6 undergoes a Change of Control to which the Commission does not give its prior written consent;
- 16.3.7 comes under any of the exclusion grounds set out in Article 57 of the Procurement Directive or Regulation 57 of the European Communities (Award of Public Authorities' Contracts) Regulations 2016;
- 16.3.8 if in the reasonable opinion of the Commission, it appears that the Framework Member Team or the Framework Member has a Conflict of Interest or Bias that has not been properly disclosed or which cannot be resolved to the Commission's satisfaction, or there is in the Commission's opinion, any registrable interest involving the Framework Member, the Commission, or employees of the Commission, or their relatives, that has not been fully disclosed in writing to it prior to the date of this Framework Agreement;
- 16.3.9 does not enter into a Call-Off Contract when selected to do so on two (2) consecutive occasions in accordance with the Framework Rules;
- 16.3.10 does not submit a Mini-Tender for a Call-Off Contract due to lack of capacity or other reasons on two (2) occasions; or
- 16.3.11 persistently fails to achieve a satisfactory level of performance against the KPIs as assessed pursuant to one or more Call-Off Contracts and fails to remedy such underperformance within a reasonable period specified by the Commission,

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

In addition, and without prejudice to the above, where the Commission becomes aware that any of the exclusion grounds set out in Article 57 of the Procurement Directive or Regulation 57 of the European Communities (Award of Public Authorities' Contracts) Regulations 2016 apply to any sub-contractor engaged by the Framework Member, the Commission reserves the right to require the Framework Member to immediately replace the sub-contractor and the Framework Member shall comply with such requirement. The Framework Member shall include, in every sub-contract relating to performance of the Services into which it enters, (i) a right for the Framework Member to terminate the sub-contract where any of the exclusion grounds set out in Article 57 of the Procurement Directive or Regulation 57 of the European Communities (Award of Public Authorities' Contracts) Regulations 2016 apply to the sub-contractor; and (ii) a requirement that the sub-contractor, in turn, shall include a provision having the same effect in every sub-contract relating to performance of the Services into which the sub-contractor enters.

- 16.4 The Commission may terminate this Framework Agreement by notice in writing with immediate effect if, in the reasonable opinion of the Commission, it is necessary or prudent to terminate this Framework Agreement in order to comply with the requirements of applicable public procurement law or settle any complaint or challenge received by the Commission in such respect.

- 16.5 If conditions arise because of a change in Government policy, or the passing of any law, or the issuing of any guidance or circular by a Government department, which in the opinion of the Commission, makes it advisable or necessary to dispense with the Framework, Framework Agreement or Services, the Commission may terminate this Framework Agreement upon five (5) days written notice to the Framework Member. Such a termination shall be effected in the manner specified in the said notice and shall be without prejudice to any claims which either Party may have against the other under this Framework Agreement or any Call-Off Contract. In the event such termination by the Commission includes the termination of any Call-Off Contract, the Commission shall pay to the Framework Member such Fees (if any) as are properly owing for the portion of the Services performed up to the date of such termination.
- 16.6 If the Framework Member or any member of the Framework Member Team become unable to perform the Services through accident, ill health, unsound mind, or are otherwise unable to undertake the Services or part thereof, the Commission may request the Framework Member to immediately remove any of the Framework Member Team and to replace them. The prior written consent of the Commission must be obtained for any replacement. If the Framework Member fails to nominate a replacement who is acceptable to the Commission within ten (10) days after the Commission so requests a replacement, the Commission may immediately terminate the relevant Call-Off Contract by notice in writing.
- 16.7 If the Commission is not satisfied with the standard of any part of the Services performed by the Framework Member, it may by written notice require the Framework Member to remedy any defective work within a period of fourteen (14) days of the receipt of such a notice or such other period as may be agreed between the parties. The Commission may terminate the relevant Call-Off Contract with immediate effect if it is not satisfied with the standard of any such remedial work undertaken by the Framework Member.
- 16.8 If the Commission terminates this Framework Agreement or any Call-Off Contract because of a material breach it may rely on a single material breach, a number of material breaches or repeated material breaches.

17 ARRANGEMENTS ON TERMINATION

- 17.1 If this Framework Agreement or any Call-Off Contract is terminated for any reason, the Framework Member shall only be entitled to the payment of Fees directly attributable to the proportion of the Services properly completed in accordance with this Framework Agreement and the relevant Call-Off Contract. Any prepaid Fees for Services to be completed after such termination shall forthwith, upon termination, be refunded to the Commission.
- 17.2 The Commission shall not be liable to the Framework Member (or to any third party engaged by the Framework Member to assist in the provision of the Services) for any loss of profit, contracts, goodwill, business opportunity or anticipated saving suffered or incurred by the Framework Member arising out of or in connection with this Framework Agreement and / or any Call-Off Contract, whether by termination or otherwise.
- 17.3 Termination of this Framework Agreement and/or any Call-Off Contract shall be without prejudice to the rights and remedies of either Party in relation to any negligence, omission or default of the other Party prior to termination.
- 17.4 Notwithstanding termination of this Framework Agreement or any Call-Off Contract, the provisions of this Framework Agreement and of such Call-Off Contract shall continue to bind the Parties insofar as and for as long as may be necessary to give effect to their respective rights and obligations thereunder.

- 17.5 The Commission's rights to terminate this Framework Agreement or any Call-Off Contract as provided for in Clause 16 are in addition to any other rights of termination provided for in this Framework Agreement or any Call-Off Contract.
- 17.6 On termination of this Framework Agreement or any Call-Off Contract, the Framework Member shall execute and deliver all documentation prepared by the Framework Member and all other documentation in its custody or control relating to the Services to the Commission and shall take further steps as The Commission may reasonably require for the purpose of fully vesting in the Commission all rights and benefits of the Framework Member arising therefrom.
- 17.7 Upon termination of this Framework Agreement or any Call-Off Contract where the Framework Member fails to provide the Services or comply with its obligations in accordance with this Framework Agreement or any Call-Off Contract, or fails to provide the Services in a reasonable and timely manner in any respect or the Commission is not satisfied with the standard of any part of the Services provided, the Commission, at its absolute discretion, may procure substitute consultancy services from another supplier. Except in the case of termination under Clause 16.5, the costs of procuring an alternative supplier of the Services shall be reimbursed to the Commission by the Framework Member.
- 17.8 The termination of this Framework Agreement or any Call-Off Contract with one Framework Member does not affect the continuation of the Framework Agreement or of any other Call-Off Contracts with the remaining Framework Members.

18 INDEMNITY

- 18.1 The Framework Member shall be liable for and will indemnify the Commission and its officers, employees and agents from and against all direct Liabilities (excluding any consequential losses) which the Commission may suffer arising out of or in connection with the negligence, breach of contract, breach of duty, recklessness, bad faith, wilful default or fraud of the Framework Member, the Framework Member Team or any of them. The detailed remedies and indemnity provisions applicable to the performance of the Services shall be as set out in the relevant Call-Off Contract.

19 INSURANCE

- 19.1 The Framework Member shall, if awarded a Call-Off Contract, at its sole cost and expense, effect and maintain insurance cover with reputable insurers to cover liabilities that may arise under or in connection with such Call-Off Contract, in accordance with the insurance requirements specified in the relevant Call-Off Contract or Request for Mini-Tenders. The Framework Member shall produce proof of current insurance upon written request by the Commission and shall notify the Commission immediately in the event that any insurance ceases to be available or maintained.

20 JOINT AND SEVERAL LIABILITY

- 20.1 If the Framework Member is comprised of more than one person or legal entity, unless expressly provided otherwise in this Framework Agreement or in any Call-Off Contract, all representations, warranties, indemnities, undertakings, covenants, agreements and obligations made, given or entered into in this Framework Agreement or any Call-Off Contract by the Framework Member are made, given or entered into jointly and severally by each of the persons that constitute the Framework Member.
- 20.2 If the Framework Member is comprised of more than one person or legal entity, the Commission may take action against any one or more of the persons or legal entities and/or may release or compromise in whole or in part the liability of any one or more of them under

this Framework Agreement or under any Call-Off Contract or grant any time or other indulgence without affecting the liability of the other persons that constitute the Framework Member.

21 NON-SOLICITATION

21.1 The Framework Member agrees that, for the duration of this Framework Agreement and of any Call-Off Contract and for a period of six (6) months thereafter, it shall not employ or solicit or endeavour to solicit or entice away from the service of the Commission any person employed by the Commission in any capacity whatsoever, whether or not such an employee would commit a breach of his employment contract in so doing, save where any such person came to the Framework Member independently or responded to an advertised position.

21.2 The Commission agrees that during the period of any Call-Off Contract and for a period of six (6) months thereafter, it shall not employ or solicit or endeavour to solicit or entice away from the service of the Framework Member any person employed by the Framework Member in any capacity whatsoever, whether or not such an employee would commit a breach of his / her employment agreement in so doing, save where any such person came to the Commission independently or responded to an advertised position.

22 FORCE MAJEURE

22.1 If either Party is prevented, hindered or delayed from performing any of its obligations under this Framework Agreement and/or any Call-Off Contract by a Force Majeure Event, that Party's obligations shall be suspended for the duration of the Force Majeure Event, provided that the affected Party promptly notifies the other Party in writing and uses all reasonable efforts to mitigate the effects of the Force Majeure Event. The detailed force majeure provisions applicable to the performance of the Services shall be as set out in the relevant Call-Off Contract.

22.2 If the Force Majeure Event continues for more than three (3) months, either Party may terminate this Framework Agreement and/or any Call-Off Contract by giving not less than thirty (30) days written notice.

23 ASSIGNMENT AND SUB-CONTRACTING

23.1 The Framework Member may not transfer or assign directly or indirectly any part of this Framework Agreement or any Call-Off Contract without the prior written consent of the Commission.

23.2 The Framework Member may not sub-contract any element of the Services without the prior written consent of the Commission, which consent may be withheld at the Commission's absolute discretion. In instances where a Framework Member requires, and the Commission consents, to the use of international offices or affiliates in the delivery of the Services, the Framework Member shall be responsible for the project management and delivery of the Services.

23.3 Where the Commission consents to sub-contracting under Clause 23.2, the Framework Member shall ensure that all subcontractor personnel engaged in the performance of the Services possess qualifications, skills, relevant experience and professional certifications to at least the same standard as would be required of the Framework Member's own Key Personnel for the relevant role or grade and that such personnel are subject to the same vetting, security and confidentiality requirements as apply to the Framework Member's personnel under this Framework Agreement and any Call-Off Contract.

23.4 The Framework Member must notify the Commission of a Change of Control. The Commission may, at its absolute discretion, terminate this Framework Agreement with the Framework Member if it is of the view that the Change of Control could affect the Framework Member's performance of the Services adversely.

23.5 The Commission may transfer or assign all or any part of its rights and obligations under this Framework Agreement or any Call-Off Contract to any person and shall give prompt notice to the Framework Member of such transfer or assignment. The Framework Member will do all acts, and execute all documents, necessary to give effect to such transfer or assignment.

24 NOTICES

24.1 Any notice or other communication to be given under this Framework Agreement or Call-Off Contract shall be in writing and shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternate contact details for the purposes of this Clause 24 (Notices).

24.2 All notices shall be deemed to have been served as follows:

24.2.1 if personally delivered, at the time of delivery;

24.2.2 if posted by registered post, at the expiration of forty-eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and

24.2.3 if communicated by email, immediately if communicated during business hours or at 9AM Irish time on the following Working Day if not communicated during business hours.

24.3 The relevant addressee, address and email address of each Party for the purpose of this Clause 24 are:

Name of Party	Address/email
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The Commission	[●]
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Framework Member	[●]
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24.4 Each Party shall notify the other of a change to its name, relevant addressee, address or email address for the purposes of Clause 24.3 Such notice shall only be effective on:

(a) the date specified in the notification as the date on which the change is to take place;

or

(b) if no date is specified or the date specified is less than five (5) Working Days after the date on which notice is given, the date falling five (5) Working Days after notice of any such change has been given.

25 ENTIRE AGREEMENT

25.1 This Framework Agreement (and the Schedules hereto) and the provisions of any relevant Call-Off Contract constitute the entire agreement and understanding between the Parties with respect to the Services and supersede any previous agreements, negotiations and discussions between the Parties.

- 25.2 Each of the Parties acknowledges and agrees that in entering into this Framework Agreement and any relevant Call-Off Contract (and any documents referred to in same) it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Framework Agreement or not) other than as expressly contained in this Framework Agreement or in any Call-Off Contract. Nothing in this Framework Agreement or any Call-Off Contract shall, however, operate to limit or exclude liability for fraud or fraudulent misrepresentation.

26 RELATIONSHIP OF PARTIES AND SCOPE OF AUTHORITY

- 26.1 Nothing in this Framework Agreement or any Call-Off Contract and no action taken by the Parties pursuant to this Framework Agreement or any Call-Off Contract shall create, or be interpreted or construed as creating a partnership, association, or joint venture or other co-operative entity between the Parties, nor establish a relationship of agency between the Parties.
- 26.2 The Parties acknowledge that nothing in this Framework Agreement or any Call-Off Contract or in any other contract between the Parties shall give rise to the relationship of employer / employee between the Commission and the Framework Member and any of the Framework Member Team and any replacement or any other persons supplied to the Commission by the Framework Member in respect of the Services.
- 26.3 Neither Party shall have any right, power or authority to enter into any contract, or act on behalf of, or to act as or to be an agent or representative of, or to otherwise bind the other Party unless expressly provided otherwise in this Framework Agreement or any Call-Off Contract.

27 WAIVERS AND REMEDIES

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

28 LEGAL OPINION

28.1 The Framework Member shall, if requested by the Commission, at the Framework Member's expense, procure the provision of a written legal opinion of a qualified barrister or solicitor certifying that:

28.1.1 the Framework Member has all requisite corporate power to execute, deliver and perform its obligations under this Framework Agreement and / or any Call-Off Contract;

28.1.2 such execution, delivery and performance of this Framework Agreement and / or any Call-Off Contract have been duly authorised by appropriate corporate action; and

28.1.3 this Framework Agreement constitutes legally binding obligations on the Framework Member and the surety as the case may be.

28.2 Any legal opinion requested by the Commission in accordance with Clause 28.1 shall be of such form and content as shall be approved by the Commission.

29 FURTHER ASSURANCE

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

30 VARIATION

30.1 A variation of any of the terms of this Framework Agreement or any Call-Off Contract entered into hereunder shall not be valid unless it is in writing and signed by or on behalf of each of the Parties.

31 SEVERABILITY

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

31.2 If any provision of this Framework Agreement or any Call-Off Contract entered into hereunder is found by any court, arbitrator or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Framework Agreement or any Call-Off Contract which shall remain in full force and effect.

32 COSTS

32.1 Each Party will bear its own costs and expenses in relation to the preparation, execution and implementation of this Framework Agreement including all costs, legal payments and other expenses so incurred and all costs and expenses incurred in entering into any Call-Off Contract.

33 ACTIONS

- 33.1 No action, regardless of form, arising out of transactions occurring under, or contemplated under, the Framework Agreement or any Call-Off Contract may be brought by either Party more than 6 (six) years after the cessation of Services pursuant to the Framework Agreement and any relevant Call-Off Contract, save in respect of breaches for those clauses (such as Confidentiality) which are stated to survive expiry or Termination of the Framework Agreement and any Call-Off Contract.

34 RESOLUTION OF DISPUTES

- 34.1 The Parties shall attempt in good faith to resolve any dispute arising out of or in connection with this Framework Agreement or any Call-Off Contract (a "Dispute") in accordance with the following procedure:
- 34.2 In the first instance, either Party may give written notice to the other Party identifying the Dispute and requesting its resolution (a "Dispute Notice"). Within ten (10) Working Days of receipt of a Dispute Notice, a senior representative of each Party who has authority to settle the Dispute shall meet and attempt in good faith to resolve the Dispute.
- 34.3 If the Dispute is not resolved by negotiation in accordance with Clause 34.2 within twenty (20) Working Days of receipt of the Dispute Notice (or such longer period as the Parties may agree in writing), either Party may refer the Dispute to mediation administered by the Centre for Effective Dispute Resolution ("CEDR") or such other mediation body as the Parties may agree. The mediation shall be conducted in Dublin, Ireland in accordance with the mediation procedures of the appointed mediation body. The Parties shall participate in the mediation in good faith and shall use all reasonable endeavours to reach a settlement of the Dispute. The costs of the mediation shall be borne equally by the Parties.
- 34.4 No Party may commence proceedings before the courts of Ireland in relation to a Dispute unless and until mediation of the Dispute has been attempted in accordance with Clause 34.2 and either: (a) the mediation has concluded without settlement of the Dispute; or (b) a period of 60 Working Days has elapsed from the date of referral to mediation without the mediation having concluded, whichever is the earlier. Any Dispute not resolved by mediation shall be finally determined by the courts of Ireland in accordance with Irish law pursuant to Clause 35 herein.
- 34.5 Nothing in this Clause 34 shall prevent either Party from seeking urgent injunctive or interlocutory relief from the courts of Ireland at any time.

35 GOVERNING LAW AND JURISDICTION

- 35.1 This Framework Agreement and any Call-Off Contract entered into pursuant to this Framework Agreement, and all disputes arising out of or in connection with this Framework Agreement or any Call-Off Contract, shall in all respects be governed by, construed and take effect in accordance with the laws of Ireland.
- 35.2 Subject to Clause 34 (Resolution of Disputes), the Parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to hear and decide any suits, actions or proceedings and to settle any disputes which may arise out of or are in connection with this Framework Agreement and any Call-Off Contract entered into hereunder.

36 ELECTRONIC EXECUTION

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

36.1.1 this Framework Agreement may be executed by any form of electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature; and

36.1.2 transmission of an executed counterpart of the Framework Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Framework Agreement. No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

IN WITNESS WHEREOF this Framework Agreement has been executed electronically by email on the date set out below.

Authorised Signatories

Signed for and on behalf of Coimisiún na Meán

By:

By:

(Signature)

(Signature)

Name:

Name:

Title:

Title:

Date:_____ 2026

Date:_____ 2026

Authorised Signatory

Signed for and on behalf of the Framework Member

By:

(Signature) _____

Name:

Title:

Date:_____ 2026

SCHEDULE 1

FRAMEWORK RULES

1. The Framework Members

- 1.1 The Framework Members are as listed below, in the order in which they were ranked by the application of the award criteria in the RFT.
- 1.2 The maximum number of Framework Members is four (4).

1. [•]	the 'First-Ranked Framework Member'
2. [•]	the 'Second-Ranked Framework Member'
3. [•]	the 'Third-Ranked Framework Member'
4. [•]	the 'Fourth-Ranked Framework Member'

- 1.3 A Framework Member whose Framework Agreement has been terminated will no longer be considered a Framework Member under these Framework Rules. A Framework Member who has been suspended from the Framework will not be considered a Framework Member for the duration of the suspension.

2. Call-Off Contracts

- 2.1 Call-Off Contracts will be substantially in the form of the template set out in Schedule 4, as may be amended or supplemented by the Commission to reflect the specific requirements of the relevant call-off.
- 2.2 Call-Off Contracts awarded during the Term may be for the supply of Services that continue after the expiration of the Term.
- 2.3 A Framework Member selected to enter into a Call-Off Contract in accordance with the Framework Rules will, upon request by the Commission, execute, deliver and enter into a Call-Off Contract with the Commission on the terms established pursuant to the Framework Rules.
- 2.4 The award of a Call-Off Contract may be made subject to the satisfaction of any pre-conditions set by the Commission. This may include:
- (a) provision of evidence demonstrating that the required insurance is in place;
 - (b) provision of a current and valid tax clearance certificate issued by the Irish Revenue Commissioners;
 - (c) provision of evidence demonstrating and/or confirming to the Commission's reasonable satisfaction that there has been no change in circumstances with respect to the Framework Member or any information contained in its Tender (including in relation to its economic and financial standing and/or technical and

professional ability) which would have impacted upon the decision to appoint it to the Framework Agreement; and/or

- (d) any requirements with respect to Conflicts of Interest.
- (e) provision of evidence confirming the continued availability of the Key Personnel proposed in the Framework Member's Tender in accordance with the requirements of Clause 9 (Key Personnel) of the Framework Rules.

3. Award of Call-Off Contracts

3.1 On each occasion that the Commission proposes to award a Call-Off Contract, it may do so in one of two ways:

- (a) By Cascade in accordance with the procedure set out in Clause 4 of these Framework Rules.
- (b) By Mini-Competition in accordance with the procedure set out in Clause 7 of these Framework Rules.

3.2 Cascade will be the primary method for award of Call-Off Contracts. However, the Commission may conduct a Mini-Competition where it determines that one or more of the following objective criteria are satisfied in respect of a particular requirement. The Commission's decision to conduct a Mini-Competition shall be based on one or more of the following objective criteria:

- (a) the Services required are of a multi-disciplinary nature requiring the assessment of differing approaches or methodologies;
- (b) the Services involve novel, complex or strategically significant matters where the Commission considers it would benefit from evaluating competing Mini-Tenders; or
- (c) the Commission considers that a Mini-Competition is likely to deliver demonstrably better value for money than a Cascade award.

4. Procedure for the award of a Call-Off Contract based on the Tender (the 'Cascade Method')

4.1 The Commission will complete a Call-Off Order substantially in the form set out at Schedule 5 indicating the scope and term of the Call-Off Contract to be awarded.

4.2 The Commission shall first approach the First-Ranked Framework Member to establish whether any capacity/performance issues or a Conflict of Interest dictate that the First-Ranked Framework Member is unable to perform the proposed Call-Off Contract.

4.3 The First-Ranked Framework Member shall inform the Commission by email within the period stipulated in the Call-Off Order (or, where no such period is stipulated, within five (5) Working Days of receipt of the Call-Off Order) whether it accepts the Call-Off Order.

4.4 Any acceptance of a Call-Off Order shall be accompanied by:

- (a) written confirmation of the specific Key Personnel whom the Framework Member proposes to deploy for the performance of the Services under the relevant Call-Off Contract, together with confirmation that such Key Personnel are available and are not committed to other engagements that would prevent them from meeting the requirements of the Call-Off Contract;

- (b) confirmation of the applicable Fee to be charged for the Services in accordance with the Daily Rates set out in the Framework Member's Tender;
- (c) where required by the Commission, an implementation plan for the delivery of the Services which shall constitute the Outline Implementation Plan for the purposes of the relevant Call-Off Contract; and
- (d) such other information as the Commission may reasonably require, including any proposed programme or timeline for the delivery of the Services.
- (e) a completed Acceptance Certificate in the form set out at Schedule 7.

A failure by the First-Ranked Framework Member to respond within the applicable deadline shall be deemed to constitute a refusal of the Call-Off Order.

4.5 Upon receipt of an acceptance accompanied by the information required pursuant to Clause 4.4, to the Commission's reasonable satisfaction, the Commission will enter into the Call-Off Contract with the First-Ranked Framework Member.

4.6 In the event that the First-Ranked Framework Member does not accept or is deemed to have refused the Call-Off Order, the Commission will issue that Call-Off Order by email to the next ranked Framework Member seeking their acceptance within the same deadline period. This process will be repeated until a Framework Member has accepted the Call-Off Order or the Commission terminates the award procedure.

5. Ranking Relegation Procedure

5.1 The Commission reserves the right to relegate the highest-ranked Framework Member and move them to the last position in the ranking where one or more of the following circumstances apply:

- (a) where the relevant Framework Member does not perform a Call-Off Contract to the requirements set out in the Call-Off Contract, or fails to achieve a satisfactory level of performance against the KPIs as assessed pursuant to the relevant Call-Off Contract, on two (2) occasions within the preceding twelve (12) months and the Commission is not satisfied with the reasons provided by the Framework Member to justify the poor or non-performance;
- (b) where the relevant Framework Member has not accepted a Call-Off Order on two (2) consecutive occasions;
- (c) where the relevant Framework Member does not submit a Mini-Tender for a Call-Off Contract due to lack of capacity or other reasons on two (2) consecutive occasions; or
- (d) where the Commission is not satisfied, on two (2) occasions within the preceding twelve (12) months, that suitable Key Personnel or acceptable replacements are available prior to the award of a Call-Off Contract in accordance with Clause 9 (Key Personnel) of the Framework Rules.

6. Ranking Renewal Procedure

6.1 The Commission may at any time issue a Request for Mini-Tender in accordance with the procedure set out in Clause 7 of the Framework Rules below in order to update the ranking of Framework Members set out in Clause 1.2 of the Framework Rules, provided that no such

Request for Mini-Tender shall be issued earlier than twelve (12) months after the Commencement Date or, where a previous ranking renewal has taken place, twelve (12) months after the date on which the updated ranking last took effect pursuant to Clause 6.2.

- 6.2 The Commission shall notify all Framework Members in writing of the outcome of any such re-ranking exercise, and the updated ranking shall take effect from the date specified in such notification.

7. Procedure for the award of a Call-Off Contract based on Mini-Competitions:

- 7.1 The Commission will complete a Request for Mini-Tender substantially in the form set out at Schedule 6, indicating the scope of the Call-Off Contract to be awarded, the award criteria (subject to the provisions of Clause 8 of the Framework Rules) and such other terms and conditions as the Commission may set out.
- 7.2 The Commission shall fix a deadline for the receipt of the Mini-Tender taking into account the complexity of the scope of requirements and the time needed to prepare an appropriate Mini-Tender.
- 7.3 The Commission will issue the Request for Mini-Tender by email to all Framework Members who are capable of performing the Call-Off Contract.
- 7.4 Mini-Tenders shall be submitted in writing and their content shall remain confidential until at least the stipulated time limit for replies has expired. The Mini-Tender shall comply with the requirements of the Request for Mini-Tender and the terms set out in Clause 8 of the Framework Rules.
- 7.5 Any clarifications requested by a Framework Member in relation to a Request for Mini-Tender shall be submitted in writing by email and any responses containing further material information will be issued in writing to all other Framework Members.
- 7.6 The Fee proposed in any Mini-Tender shall be calculated by reference to the rates set out in the Framework Member's Tender, provided that the rates applied shall not exceed the corresponding rates set out in the Tender. The price tendered must be exclusive of VAT and inclusive of all ancillary costs and expenses except those which can be reimbursed pursuant to the express terms of the Call-Off Contract.
- 7.7 The Commission will not be liable to the Framework Member for any costs or expenses incurred by it in submitting Mini-Tenders, regardless of the outcome, including abandonment of a Mini-Competition.

8. Evaluation of Mini-Tenders

- 8.1 Mini-Tenders shall be evaluated to determine the most economically advantageous Mini-Tender in accordance with the award criteria and weightings set out below. For the avoidance of doubt, the numbering of the award criteria in the table below is for reference purposes only and does not indicate any order of priority or importance.

Award Criteria for Mini Competitions	Weighting	Maximum Marks Available	Minimum marks Required (60%)
Cost	20% - 50%	20 - 50	N/A
Quality and balance of resources proposed, including Key Personnel:	10% - 50%	20 - 50	Yes
Quality of Approach & Methodology for Service Delivery and Contract Management	10% - 60%	10 - 50	Yes
Environmental & Sustainability:	5%	5	N/A
Total	100%	100	

- 8.2 The specific weightings will be set out from the outset of a Mini-Competition in the Request for Mini-Tender and will be within the ranges set out in the above table.
- 8.3 The Commission may attach different weightings to the award criteria for different Call-Off Contracts within the range set out above, depending on the Commission's requirements.
- 8.4 By entering into the Framework Agreement, each Framework Member acknowledges and accepts the award criteria set out herein. Nothing in this Clause shall be construed as limiting any rights of review or challenge available to a Framework Member under applicable procurement legislation.
- 8.5 The marks awarded under the Award Criterion relating to Cost will be calculated in accordance with the following formula:

$$\text{Score for tender price N} = \frac{\text{Maximum points X Lowest Tender Fee}}{\text{Tender Fee for N}}$$

- Where:
"Tender Price for N", is the price submitted by the relevant Framework Member (N in the above example)
- Lowest Tender Fee, is the lowest price/fee received from the valid Mini Tenders.
- The Lowest Tender Fee is determined by reference to Mini-Tenders which have not been rejected or failed to pass a particular stage of, or minimum score in, the evaluation process.
- There is no negative marking. Marks are awarded to two decimal points. There will be no rounding up or down of decimals.

9. Key Personnel

- 9.1 Each Framework Member shall ensure that the Key Personnel identified in its Tender are available for the purposes of the award of Call-Off Contracts and shall not substitute or replace any such Key Personnel without the prior written approval of the Commission.
- 9.2 Where the Framework Member wishes to replace any Key Personnel prior to the award of a Call-Off Contract, it shall notify the Commission in writing, providing the reasons for the proposed change. Any such replacement shall be subject to the prior written approval of the Commission, which shall not be unreasonably withheld. Where any Key Personnel have permanently departed the Framework Member's organisation, the Framework Member shall notify the Commission within a reasonable period and the provisions of Clause 7.4 shall apply to any proposed replacement.
- 9.3 Any proposed replacement personnel must possess qualifications, skills and relevant experience at the same level as the Key Personnel being replaced, as defined by reference to the levels of experience specified in the RFT. The Framework Member shall not substitute Key Personnel with an individual at a lower level than that of the original Key Personnel. The Framework Member shall provide the Commission with a full curriculum vitae and such other supporting documentation as the Commission may reasonably require in respect of any proposed replacement. Where the Framework Member receives a Call-Off Order or Request for Mini-Tenders and any Key Personnel proposed for deployment are unavailable, the Framework Member shall promptly notify the Commission in writing and shall propose a replacement within the applicable deadline for response under these Framework Rules.
- 9.4 The Commission shall have sole discretion to approve or reject any proposed replacement and shall not be obliged to provide reasons for any such rejection.
- 9.5 Where, prior to the award of a Call-Off Contract, the Commission is not satisfied that suitable Key Personnel or acceptable replacements are available, the Commission reserves the right to (i) decline to award the relevant Call-Off Contract to the Framework Member and/or (ii) take such unavailability into account for the purposes of the Ranking Relegation Procedure set out in Clause 5 of the Framework Rules.

SCHEDULE 2

FRAMEWORK AGREEMENT DETAILS

PART 1 – COMMUNICATION POINTS

	The Commission	Framework Member
Name		
Contact Details		
2 nd Contact details (email address)		

PART 2 – TENDERED DAILY RATES

Role/Level/Grade	Daily Rate (Excluding VAT) Euro (€)

PART 3 – KEY PERSONNEL

Role	Proposed Individual(s)
Contract Manager	[To be completed from Tender]
Delivery Lead Project Manager	[To be completed from Tender]
Solution Architect (Functional)	[To be completed from Tender]
Lead Functional Consultant	[To be completed from Tender]
Lead Developer	[To be completed from Tender]
Lead QA Engineer	[To be completed from Tender]

PART 4 – CONFLICTS OF INTEREST and BIAS

The only actual or potential Conflict of Interest or Bias which the Framework Member or Framework Member Team has in respect of any aspect of the Services and/or Framework Agreement and any of their subject matter as at the date of this Framework Agreement is exhaustively set out below:

The Framework Member will, among others, put in place the following measures, procedures and protocols in order to address any Conflict of Interest or Bias if requested to do so for any particular Call-Off Contract (but acknowledges that the Commission's rights, as set out in this Framework Agreement, remain reserved).

SCHEDULE 3

FRAMEWORK DOCUMENTS

PART 1 – REQUEST FOR TENDERS (as published on the e-tenders website and in the Official Journal of the European Union (OJEU) and subsequent clarifications).

PART 2 – TENDER (as submitted by the Framework Member to the Commission)

SCHEDULE 4

CALL-OFF CONTRACT

SCHEDULE 5

TEMPLATE CALL OFF ORDER

To: [INSERT NAME OF FRAMEWORK MEMBER]

Framework Agreement Reference: [INSERT REFERENCE]

Call-Off Order Reference: [INSERT REFERENCE]

Date of Issue: [INSERT DATE]

Response Deadline: [INSERT DATE AND TIME] (Irish time)

Further to your appointment under the Framework Agreement for the provision of IT Solutions Services to Coimisiún na Meán (the "Commission"), this Call-Off Order is issued in accordance with the Cascade Procedure set out in Clause 4 of the Framework Rules (Schedule 1 to the Framework Agreement). Defined terms in this Call-Off Order have the same meaning given to them in the Framework Agreement.

1. Scope of Services

The scope of Services under the proposed Call-Off Contract shall be as follows:

[INSERT SCOPE OF SERVICES]

2. Term

The proposed Call-Off Contract shall commence on [INSERT DATE] and shall continue until [INSERT DATE / until completion of the Services], unless terminated earlier in accordance with the Framework Agreement.

3. Key Personnel

The Framework Member is required to confirm, as part of its response to this Call-Off Order, the specific Key Personnel it proposes to deploy for the performance of the Services, together with confirmation that such Key Personnel are available and are not committed to other engagements that would prevent them from meeting the requirements of the Call-Off Contract.

The Commission requires that the Services are performed by the Key Personnel identified in the Framework Member's Tender. Where the Framework Member proposes to deploy any individual not so identified, it must include in its response a full curriculum vitae for each such individual together with such other supporting documentation as may be necessary to demonstrate the required qualifications, skills and relevant experience. Any such proposed replacement is subject to the prior written approval of the Commission in accordance with Clause 7 of the Framework Agreement and Clause 9 of the Framework Rules.

4. Fees

The Fees applicable to the proposed Call-Off Contract shall be calculated by reference to the Daily Rates set out in the Framework Member's Tender (Part 2 of Schedule 2 to the Framework Agreement). The applicable rates shall not exceed those set out in the Tender.

The Framework Member is required to confirm, as part of its response to this Call-Off Order, the applicable Fee to be charged for the Services.

5. Requirements of the Commission

Insurance: The successful Framework Member will be required, at a minimum, to take out and maintain at its sole cost and expense the following minimum insurance levels for the duration of the Call-Off Contract:

[INSERT INSURANCE REQUIREMENTS]

Tax Clearance Certificate: The successful Framework Member must hold a current tax clearance certificate and will be required to supply proof of Irish Tax Clearance, issued by Revenue.ie (ROS), and maintain tax clearance over the period of the Call-Off Contract.

Acceptance Certificate: The Framework Member must complete and return the Acceptance Certificate at Schedule 7 with its response to this Call-Off Order.

Call-Off Contract: The successful Framework Member will be required to enter into the Call-Off Contract substantially in the form set out in Schedule 4 to the Framework Agreement.

6. Implementation Plan

The Framework Member is required to submit, as part of its response to this Call-Off Order, an implementation plan for the delivery of the Services which shall constitute the Outline Implementation Plan for the purposes of the relevant Call-Off Contract.

7. Response to this Call-Off Order

The Framework Member must respond to this Call-Off Order by email to [INSERT CONTACT DETAILS] by the Response Deadline specified above, confirming whether it accepts this Call-Off Order.

Any response accepting this Call-Off Order must be accompanied by the documents and information required pursuant to Clause 4.4 of the Framework Rules, including the completed Acceptance Certificate at Schedule 7.

A failure by the Framework Member to respond within the Response Deadline shall be deemed to constitute a refusal of this Call-Off Order, and the Commission may issue the Call-Off Order to the next ranked Framework Member in accordance with Clause 4.6 of the Framework Rules.

Signed on behalf of Coimisiún na Meán:

Name: _____

Title: _____

Date: _____

SCHEDULE 6

TEMPLATE REQUEST FOR MINI-TENDERS

To: [INSERT NAME OF FRAMEWORK MEMBERS]

Services: [INSERT RELEVANT SERVICES]

Date: [INSERT Request for Mini-Tenders ISSUE DATE]

Project Title:

Project Ref: TO....

Further to your appointment under the Framework Agreement for the provision of [INSERT] to Coimisiún na Meán (“**the Commission**”), please note that this correspondence represents an Invitation to Participate in a Mini-Competition (“**Request for Mini-Tenders**”) in accordance with the Framework Agreement. Defined terms in this Request for Mini-Tenders have the same meaning given to them in the Framework Agreement.

The terms of Mini-Tenders must remain open for at least three (3) calendar months from the deadline for receipt of Mini-Tenders. This Mini-Competition is governed by the Framework Rules set out in Schedule 1 to the Framework Agreement.

Each Framework Member wishing to participate in this Mini-Competition must submit a Mini-Tender in writing by the deadline specified in the timetable below. The Mini-Tender must separately and fully address each of the items set out in sections 1 to 4 below and each of the award criteria set out in section 5. A Mini-Tender that fails to address any of those items may be deemed non-compliant and may be excluded from evaluation.

1. Scope of Services

The scope of Services under the proposed Call-Off Contract shall include the following [INSERT TERMS OF REFERENCE].

2. Term

The proposed Call-Off Contract shall commence on [INSERT DATE] and shall continue until [INSERT DATE / until completion of the Services], unless terminated earlier in accordance with the Framework Agreement.

3. Requirements of the Commission

Insurance: The successful Framework Member will be required, at a minimum, to take out and maintain at its sole cost and expense for the benefit of the Commission at all times for the duration of the Call-Off Contract and for such further times as is reasonable and /or may be required in the circumstances the following minimum insurance levels:

- [INSERT INSURANCE REQUIREMENTS]

Mini-Tender Participants must initially declare that they are in a position to take out and maintain such insurance by submitting the Declaration “**Acceptance Certificate**” below. No other information is required in the first instance.

Tax Clearance Certificate: The successful Framework Member must hold a current tax clearance certificate and will be required to supply proof of Irish Tax Clearance, issued by Revenue.ie (ROS) and maintain tax clearance over the period of the Call-Off Contract.

Acceptance Certificate: All Mini-Tender Participants must complete the attached Acceptance Certificate and return it with their Mini-Tender.

Implementation Plan: All Mini-Tender Participants must submit an implementation plan for the delivery of the Services which shall constitute the Outline Implementation Plan for the purposes of the Call-Off Contract.

Call-Off Contract: the successful Framework Member will be required to enter into the Call-Off Contract substantially in the form as set out in Schedule 4 to the Framework Agreement.

4. Key Personnel

The Commission requires that the Services under the Call-Off Contract are performed by the Key Personnel identified in the Framework Member's Tender. Any proposed changes to Key Personnel must be made in accordance with Clause 7 of the Framework Agreement and Clause 9 of the Framework Rules.

The Framework Member is required to confirm, as part of its Mini-Tender, the specific Key Personnel it proposes to deploy for the performance of the Services, together with confirmation that such Key Personnel are available and are not committed to other engagements that would prevent them from meeting the requirements of the Call-Off Contract. Where the Framework Member proposes to deploy any individual not identified as Key Personnel in its Tender, the Mini-Tender must include a full curriculum vitae for each such individual, together with such other supporting documentation as may be necessary to demonstrate that the proposed individual possesses the qualifications, skills and relevant experience required by the RFT. Any such proposed replacement remains subject to the prior written approval of the Commission in accordance with Clause 7 of the Framework Agreement and Clause 9 of the Framework Rules.

5. Award Criteria

The following award criteria and weightings apply to this Mini-Competition:-

[INSERT DETAILS OF AWARD CRITERIA AND WEIGHTINGS]

6. Deadline for receipt of queries: [INSERT TIME AND DATE]

Queries must be submitted to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than [insert time] on [insert date] unless otherwise published by the Commission.

All responses to queries will be published on Contract Notice and a broadcast message will be issued by the Commission via the messaging facility on www.etenders.gov.ie.

Where appropriate, queries may be amalgamated.

7. Deadline for receipt of Mini-Tenders: [INSERT TIME AND DATE]

E-Tender application (which is the “MASTER Tender Application”) must be submitted as one document to the Mini-Tender Box RFT in www.etenders.gov.ie

8. Indicative Timetable

Event	Date and time*
Issue of Request for Mini-Tenders	[INSERT DATE]
Closing date for receipt of queries	[INSERT TIME AND DATE]
Deadline for receipt of Mini-Tenders, (PDF) to the Mini-Tender Box RFT on www.etenders.gov.ie The e-tender application is the Master tender application	[INSERT TIME AND DATE]
Completion of evaluation of Mini-Tenders against award criteria and communication of results of evaluation to Mini-Tender Participants	[INSERT DATE]
Signing of Call-Off Contract	[INSERT DATE]
Successful Mini-Tender Participant commences work	[INSERT DATE]
Provision of Service	[INSERT TIME LINES]

SCHEDULE 7

ACCEPTANCE CERTIFICATE¹

1. I hereby agree and declare for and on behalf of the Framework Member entity identified below that (delete as applicable – Mini-Competition / Cascade):
 - (a) it has taken account of its obligations relating to employment protection and working conditions that are in force where the Services are to be provided when drawing up its [Mini-Tender / response to the Call-Off Order]; and
 - (b) it will comply with the obligations relating to employment protection and working conditions that are in force where the Services are to be provided, if awarded the Call-Off Contract.
2. In addition, I hereby agree and declare for and on behalf of the Framework Member entity identified below that:
 - (a) such entity fully, unconditionally and irrevocably accepts the terms and conditions of the Framework Agreement, [Request for Mini-Tenders / Call-Off Order] and Call-Off Contract and is fully and legally bound thereby;
 - (b) to the best of its knowledge, the information submitted in the [Mini-Tender / response to the Call-Off Order] and the documentation submitted with it, are correct and accurate and not misleading in any respect and all relevant information has been disclosed;
 - (c) any registerable interest (as defined in section 2 of the Ethics in Public Office Acts 1995 and 2001) involving the Framework Member and the Commission (or their relatives) has been fully disclosed;and
 - (d) the contents of the [Mini-Tender / response to the Call-Off Order] are legally binding on the Framework Member;

Signed as an authorised signatory
for and on behalf of the Framework Member
in the presence of:

Authorised Signatory: _____

Name: _____

Position (Job Title): _____

Framework Member: _____

Date: _____

Witness Name: _____

¹ Where the Framework Member is a group or consortium, each member is required to execute this certificate.

SCHEDULE 8

SERVICES

1. While the Commission has used its best endeavours to outline the scope of IT solutions services (as set out in the table below) the service requirement may be revised in the future to include services similar in nature to the existing services.
2. The Commission envisages that the following IT solutions services will be provided.

Service Category	Description

3. From time to time, the Commission may require a Framework Member to provide personnel, of sufficient qualification and experience, to be seconded to the Commission's offices for a limited period on a full-time or part-time basis. This may be across all service categories. Any personnel so seconded shall remain subject to the Key Personnel provisions set out in Clause 7 of this Framework Agreement and Clause 9 of the Framework Rules, and the Framework Member shall remain fully responsible for the performance, conduct and compliance of such seconded personnel at all times during the period of secondment. The terms of any secondment, including its duration, working arrangements and applicable rates (which shall not exceed the Daily Rates), shall be agreed in the relevant Call-Off Contract.