

[SUBJECT TO CONTRACT/CONTRACT DENIED]

DATED

[•]

RAIDIÓ TEILIFÍS ÉIREANN

and

[•]

SERVICES AGREEMENT

PROVISION OF INSURANCE BROKERAGE SERVICES

REF: 26P020

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THIS AGREEMENT is made on the [•] day of [•] 202•

BETWEEN:

- (1) **RAIDIÓ TEILIFÍS ÉIREANN** a statutory corporation regulated pursuant to the Broadcasting Act 2009 whose headquarters is located at Montrose, Donnybrook, Dublin 4 (“**RTÉ**”), which expression shall include its successors in title, assigns and agents of the one part; and
- (2) **[NAME OF CONTRACTOR]** whose registered office is at **[insert address]** (the “**Contractor**”) of the other part

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

WHEREAS:

- (A) RTÉ is a statutory body and Ireland’s national public service media organisation governed by the Broadcasting Act 2009. RTÉ’s mission is to enrich Irish life with content that challenges, educates and entertains.
- (B) Following a public tender process RTÉ wishes to appoint the Contractor to provide the Core Services hereinafter specified together with any Additional Services that may be required during the Term of this Agreement.

NOW IT IS AGREED as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement, the following expressions shall have the following meanings:

“**Additional Services**” means any services in addition to the Core Services to be carried out by the Contractor as set out in Part 2 of Schedule 1 (The Services) and as may be agreed by the Parties in accordance with clause 3.4 and the Change Control Procedure;

“**Affiliate**” means any Holding Company or Subsidiary of a Party, or any Subsidiary of such a Holding Company;

“**AI System**” has the meaning given to it under the EU Artificial Intelligence Act (Regulation (EU) 2024/1689);

“**Applicable Law**” means any law applicable in Ireland (without further enactment) or any other applicable jurisdiction and shall include 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;

“**Business Day**” means a day other than a Saturday or Sunday on which banks are generally open for business in Ireland;

“**Change Control Procedure**” means the change control procedure set out in Schedule 4 (Change Control Procedure);

“**Change Form**” means a form in the format set out in the Annex to Schedule 4 (Change Control Procedure);

“**Charges**” shall have the meaning set out in clause 4.1 of this Agreement;

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“Commencement Date” means [insert date];

“Confidential Information” shall have the meaning set out in clause 10.1 of this Agreement;

“Contractor Personnel” means the employees, officers, agents and/or contractors (including any sub-contractors) of the Contractor;

“Contractor Representative” means [•];

“Core Services” means the services to be provided by the Contractor to RTÉ as described in Part 1 of Schedule 1 (The Services) and any other services which, it is reasonable to assume, the Parties would have considered necessary or desirable at the time of execution of this Agreement for the full and proper performance of such services;

“Data Protection Law” means all applicable data protection law including the Data Protection Acts 1988 to 2018, the GDPR, and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011;

“Data Subject” has the meaning given to it under the GDPR;

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679);

“Holding Company” shall have the meaning given to that term by section 8 of the Companies Act 2014;

“Indemnified Person” shall mean RTÉ and its Affiliates, and their officers, directors, employees and agents;

“Intellectual Property Rights” means all intellectual and industrial property rights including copyright, trademarks, service marks, patents, design rights, database rights, utility models, moral rights, performers’ property rights, topography rights, design rights, trade secrets, rights in confidential information, know how, trade or business names, domain names, goodwill associated with the foregoing, whether or not registered or registrable, including registrations and applications and rights to apply for registration of any of these rights, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

“Key Account Personnel” means the Contractor’s employees identified in Schedule 3 (Key Account Personnel), as the same may be replaced from time to time in accordance with clause 6;

“Mandatory Policies” means the RTÉ policies, as updated or amended from time to time by RTÉ;

“Materials” means all materials, documents, submissions, reports, records and other items supplied by or on behalf of the Contractor in connection with the Services;

“New Contractor” means any legal entity that is appointed by RTÉ to provide part or all of the Services after the expiry or termination of this Agreement and/or, if RTÉ commences providing part or all of such services in-house, RTÉ;

“Personal Data” has the meaning given to it under paragraph 1.2 of Schedule 6 (Data

Protection);

“Personal Data Breach” means a breach, or suspected breach, of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;

“Processing” has the meaning given to it under the GDPR, and “Process” and “Processed” shall be interpreted accordingly;

“Representative” means RTÉ Representative or the Contractor Representative, as the case may be;

“ITT” means the Invitation to Tender dated [insert date] as issued by RTÉ as part of the public tender process to procure the Services;

“RTÉ Content” means all content owned or licensed by RTÉ and supplied by RTÉ to the Contractor, including without limitation, [polls, graphics, text, logos, branding, video streams, videos, images, audio streams, audio and sound recordings];

“RTÉ Data” means any data (including any Personal Data), documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium, that are supplied to the Contractor by or on behalf of RTÉ, or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement;

“RTÉ Generated Data” means any data (including any Personal Data), documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium, that are generated by RTÉ or its customers through the use of or in connection with the Services;

“RTÉ Representative” means [•];

“Service Credits” means the service credits set out in the Annex to Schedule 7 (Service Levels and Service Credits);

“Service Levels” means the service levels set out in the Annex to Schedule 7 (Service Levels and Service Credits);

“Services” means the Core Services, together with any Additional Services that may be required under this Agreement;

“Subsidiary” shall have the meaning given to that term by section 7 of the Companies Act 2014;

“Supervisory Authority” has the meaning given to it under the GDPR;

“Tender Proposal” means the tender document dated [insert date] submitted by the Contractor to RTÉ in response to RTÉ’s ITT dated [insert date]; and

“Term” has the meaning given to it in clause 2.

- 1.2 The headings and sub-headings in this Agreement are inserted only for convenience and shall not affect its interpretation or construction.
- 1.3 Where appropriate words denoting a singular number only shall include the plural and vice versa. Words importing a particular gender include all genders.

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- 1.4 Save as otherwise provided herein, references to any sections, clauses, paragraphs and schedules are to those contained in this Agreement unless the context otherwise admits or so requires. The schedules form an integral part of this Agreement and reference to this Agreement includes reference thereto.
- 1.5 Words importing persons shall be construed as a reference to any individual, partnership, firm, trust, body corporate, government, governmental body, authority, emanation, agency or instrumentality, unincorporated body of persons or associations;
- 1.6 References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, replaced, extended, consolidated or re-enacted by any subsequent enactment, modification, order, regulation or instrument. References to any statute, enactment, order regulation or other similar instrument shall include reference to any regulations made thereunder.
- 1.7 Any words following the terms “including”, “include”, “in particular”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 Any performance and compliance obligations imposed on the Contractor include the obligation to meet such obligations at its own cost.
- 1.9 Any obligation on the Parties to keep records, data or information includes the obligation to keep them up to date and accessible.
- 1.10 Any obligation on the Contractor to have systems, procedures or controls includes the obligation to operate them efficiently.
- 1.11 Any reference to “day” shall, unless otherwise stated, mean the period of time which begins with one midnight and ends with the next.
- 1.12 Any reference to a “month” or “Month” shall, unless otherwise stated, be defined as follows:
 - (a) the start point for each month shall be 00:00 hours on the first day of the month; and
 - (b) the end point for each month shall be 23:59 and 59 seconds on the last day of the month.and any reference to “monthly” or “Monthly”, shall be construed accordingly.
- 1.13 Any reference to a “year” or “Year” shall, unless otherwise stated, be defined as a calendar year and any reference to “yearly” or “Yearly”, shall be construed accordingly.
- 1.14 All references to time of day shall be a reference to whatever time of day shall be in force in Ireland.
- 1.15 The term “**Agreement**” where used herein shall be deemed to include the Tender Proposal and the ITT save where the context otherwise requires. In the event of a conflict between a provision of the Tender Proposal and/or the RFT and/or any provision of this Agreement, the following order of priority shall apply:
 - (a) clauses 1 to 24 of this Agreement;
 - (b) the Schedules;
 - (c) Clarifications

(d) the Tender Proposal;

save where the applicable provision of the Tender Proposal would result in a higher standard of performance of the Services, in which case the applicable provision of the Tender Proposal shall prevail and have effect over the applicable provision of this Agreement, the Schedules and/or the ITT.

2. **Term**

2.1 This Agreement shall take effect on the Commencement Date and shall continue in full force and effect for a period of three years from the Commencement Date (the "**Initial Term**"), unless it is otherwise terminated in accordance with the provisions of this Agreement.

2.2 RTÉ reserves the right to extend the term of this Agreement beyond the Initial Term, on giving at least 1 months' written notice to the Contractor, by any period or series of periods up to a total of 4 years so that the Contract may ultimately have a maximum total duration of 7 years . Any such extensions are on the same terms and conditions, subject to its obligations at law (the Initial Term and any Extended Terms shall together constitute the "**Term**").

3. **Supply of Services**

3.1 In consideration of the payment by RTÉ of the Charges to the Contractor in accordance with clause 4 and Schedule 2 (Payment), the Contractor agrees to supply the Services to RTÉ in accordance with the terms of this Agreement.

3.2 While this Agreement is in force the Contractor shall give RTÉ such time and attention as may be necessary for the proper exercise of its duties under this Agreement.

3.3 Without prejudice to any other rights of RTÉ, if RTÉ is not satisfied with the standard of any part of the Services performed by or on behalf of the Contractor, RTÉ shall be entitled to notify the Contractor and the Contractor shall promptly use its best endeavours and dedicate such resources as are required to remedy the standard of such part of the Services without delay. The Contractor shall not be entitled to any remuneration in respect of such remedial work.

3.4 It is agreed that RTÉ may require the Contractor to perform Additional Services from time to time and any Charges arising in respect of such Additional Services shall be based on the rates set out in Part 2 of Schedule 2 (Payment) and agreed pursuant to the Change Control Procedure (Schedule 4).

3.5 The Contractor shall provide the Services in accordance with the Service Levels.

4. **Charges**

4.1 The charges payable by RTÉ under this Agreement are set out in Schedule 2 (Payment) (the "**Charges**"). All Charges shall be payable by RTÉ within thirty (30) days of receipt of properly due and properly issued invoices.

4.2 If either Party fails to pay any non-disputed amount by its due date under this Agreement, the other Party shall be entitled to charge interest at the rate specified in the European Communities (Late Payment in Commercial Transactions) Regulations 2012 on the undisputed amount of the delayed payment for the period of delay.

4.3 Each invoice issued by the Contractor to RTÉ under this Agreement shall reference a valid purchase order number ("**PO Number**"). If a PO Number has not been issued by RTÉ, the Contractor shall request it prior to issuing an invoice to RTÉ.

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- 4.4 RTÉ reserves the right to withhold payment against any invoice which is not submitted in accordance with the terms of this Agreement (including without limitation for non-compliance with clause 4.3) and shall forthwith notify the Contractor in writing of the reasons for withholding payment.
- 4.5 RTÉ may make any deduction or withholding on account of tax from payments to the Contractor required by Applicable Law, Governmental direction or the practice of the Revenue Commissioners of Ireland. If RTÉ is required by Applicable Law, Governmental direction or the practice of the Revenue Commissioners of Ireland to deduct or withhold an amount on account of tax from such payment, RTÉ shall make that payment to the Revenue Commissioners within the time allowed.
- 4.6 RTÉ reserves the right to at any time require the Contractor to:
- (a) supply its Tax Clearance Access Number and Tax Reference Number to facilitate on-line verification of the Contractor's tax status by RTÉ. By supplying these numbers the Contractor acknowledges and agrees that RTÉ has the permission of the Contractor to verify its tax cleared position online; and
 - (b) supply for all subcontractors (except individuals employed by the Contractor in connection with the Services) receiving payments in connection with this Agreement exceeding:
 - (i) €650, a record of a Tax Reference Number;
 - (ii) €2,600 in any 12 month period, either: (a) the information set out in paragraph (a) above; or (b) a subcontractor's Notification of Determination issued under Section 530I of the Taxes Consolidation Act 1997 showing a rate of 0% or 20%.
- 4.7 For the avoidance of doubt, RTÉ shall have no liability whatsoever to make any payments whatsoever to employees of the Contractor or any sub-contractors, including overtime payments, sick or holiday pay, pension, bonus or other benefits.
- 4.8 If and to the extent that the Contractor is supplying personnel to RTÉ, payment may be withheld at any time where evidence requested is not provided by the Contractor to the effect that Irish payroll withholding taxes (including PAYE, USC and PRSI) are being operated in respect of Contractor's personnel, or that Irish payroll withholding taxes need not be operated in line with current published Revenue Commissioners' Statements of Practice and other guidance, or that the Contractor has received permission from the Revenue Commissioners not to operate Irish payroll withholding taxes. This applies whether or not the Contractor or the Contractor's personnel is or are resident in Ireland, including when personnel are sourced from other companies. The Contractor shall provide evidence of registration for Irish payroll withholding taxes and of actual operation of Irish payroll withholding tax obligations in respect of remuneration liable to Irish payroll withholding taxes on an ongoing basis.
- 4.9 Unless otherwise stated, amounts in this Agreement exclude VAT. RTÉ shall pay any VAT arising under Applicable Law on the supply (by the Contractor to RTÉ) under this Agreement. Where the Contractor is required to account for such VAT to the relevant tax authority, RTÉ shall pay such VAT to the Contractor on the production of a valid VAT invoice. Where required by Applicable Law, RTÉ shall pay such VAT to the appropriate tax authorities. The Contractor shall refund to RTÉ any VAT incorrectly charged immediately upon notification.
- 4.10 Unless otherwise expressly stated in this Agreement, the Contractor bears exclusive liability for payment of all taxes and duties whatsoever and howsoever arising under Applicable Law in connection with the Services and performance of this Agreement.

4.11 The Contractor shall not be entitled to retain or set-off any amount due to the Contractor by RTE against any amounts as properly demonstrated as being due to RTE by the Contractor. RTE may retain or set-off any amount due to RTE by the Contractor under this Agreement against any amount due to the Contractor by RTE under this Agreement.

4.12 Unless otherwise set out in this Agreement, the Charges shall be fixed for the entire duration of the Agreement and shall under no circumstances be subject to any adjustment or variation, including due to inflation, exchange rate fluctuations, increased costs of raw materials, tariffs, or any other similar factors.

5. Contractor Obligations and Warranties

5.1 The Contractor in carrying out its duties under this Agreement shall comply with all reasonable instructions of RTE issued in connection with the supply of the Services.

5.2 The Contractor represents, warrants and undertakes that:

- (a) the Services shall be provided by appropriately experienced, qualified and trained personnel and that the Services shall be rendered with all due skill, care and diligence;
- (b) it has the authority to enter into this Agreement and to perform its obligations under this Agreement and that no material conflict of interest shall arise for the Contractor by virtue of the Contractor entering this Agreement;
- (c) all information supplied by the Contractor prior to the date of this Agreement is true and accurate in all respects as at the date of this Agreement, save as otherwise disclosed in writing to RTE;
- (d) the provision of the Services under this Agreement will not infringe the Intellectual Property Rights of any third party;
- (e) in performing its obligations under this Agreement, it shall comply with Applicable Laws, including but not limited to all applicable obligations in the field of environmental, social and labour law that apply, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016;
- (f) in performing its obligations under this Agreement it shall comply with the Mandatory Policies;
- (g) it shall obtain at its own risk and expense from the appropriate authorities or any third parties all permits and licences necessary for the proper performance of its obligations under this Agreement;
- (h) during the Term the Contractor 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 RTE or to the contractual relationships of RTE with any third parties or which shall adversely affect the services, duties and obligations of the Contractor hereunder;
 - (ii) make any representation or give any warranty on behalf of RTE nor hold itself out as the agent thereof in any way.

- 5.3 Without limiting the generality of clause 5.2(h)(i) above, the Contractor 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 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 Contractor, any Holding Company or Subsidiary of the Contractor or any Subsidiary of such a Holding Company. In particular (but without limiting the generality of the foregoing) the Contractor hereby undertakes to notify RTÉ forthwith in writing of any conflict of interest or potential conflict of interest that may arise from time to time in the provision of the Services.

6. Personnel

- 6.1 The Contractor will allocate suitable personnel with appropriate levels of experience and seniority to perform the Services.
- 6.2 In particular but without limitation to clause 6.1, the Contractor agrees that the Services shall be performed by the Key Account Personnel identified in Schedule 3 (Key Account Personnel). Unless the Key Account Personnel are removed in accordance with clause 6.3, or cease to be employed by or contracted to the Contractor, are taken ill, are injured or are on maternity or paternity leave, no changes in personnel shall be made without RTÉ's prior approval, which shall not be unreasonably withheld. Any proposed replacement (for whatever reason) to the Key Account Personnel shall be of at least the same standing within the Contractor and shall have the same level of experience and expertise or better. Prior to the removal of any Key Account Personnel in accordance with this clause, the Contractor shall (where possible in advance of any such removal) furnish RTÉ with a copy of the proposed replacement's curriculum vitae and all details required to enable RTÉ to satisfy itself that the employee, servant or agent is appropriately qualified for the provision of the Services.
- 6.3 If in the opinion of RTÉ, any of the Contractor's personnel is not suitable for the provision of the Services, RTÉ shall be entitled to require the Contractor to replace such personnel to the reasonable satisfaction of RTÉ. Any such replacement shall be made within such a time that it does not disrupt or delay the performance of the Contractor's duties and obligations under this Agreement.

7. Contract Management

- 7.1 Each Party shall appoint its Representative to:
- (a) oversee the delivery of the Services on a day-to-day basis; and
 - (b) be the principal point(s) of contact for the other Party in connection with managing the relationship between the Parties.
- 7.2 RTÉ may replace its Representative at any time by giving reasonable prior written notice to the Contractor of the replacement. The Contractor shall not change the identity of its Representative without RTÉ's prior written consent (not to be unreasonably withheld or delayed). The Contractor shall use all reasonable endeavours to ensure continuity in its Representative.
- 7.3 If any person that is not identified as the RTÉ Representative gives any instruction or endeavours to make any commitment that purports to bind RTÉ in connection with this Agreement, the Contractor shall not carry out that instruction or take any steps to meet that commitment unless authorisation is obtained from the RTÉ Representative. Any costs, expenses or liabilities arising from the Contractor's failure to comply with this clause 7.3 shall be borne by the Contractor.

- 7.4 The Parties will hold review meetings at least once every year(or on any other frequency as may be agreed in writing) to discuss the operation of this Agreement and the performance of the Services at which they will be represented by their Representatives.

8. **Change Control**

Any request for a material change to the Services will be dealt with in accordance with the Change Control Procedure.

9. **Audit**

- 9.1 Without prejudice to any other rights of audit granted under this Agreement, RTÉ (or its authorised representative) may, at reasonable times and on reasonable notice to the Contractor, undertake a review and audit of all or any of the Services being provided by the Contractor under this Agreement and compliance by the Contractor with its obligations under this Agreement, and the Contractor shall co-operate fully and provide any information or other facility reasonably required by RTÉ for the purpose of undertaking such review or audit, including the Contractor's books and records relating to the Services provided during the Term and for twelve (12) months afterwards. In the event of any disagreement between the Contractor and RTÉ in relation to information or facilities required for undertaking such review or audit, following discussion of the matter with the Contractor, RTÉ shall decide on the relevancy or otherwise of the request in dispute and such decision of RTÉ shall be conclusive.

- 9.2 Should any such review or audit reveal that RTÉ has been overcharged, the Contractor shall reimburse to RTÉ the amount of the overcharge within seven (7) days together with RTÉ's reasonable costs associated with conducting the review or audit.

- 9.3 In circumstances where RTÉ is subjected to audit by any third party, the Contractor shall co-operate fully and provide any information or other facility reasonably required by RTÉ or such third party for the purposes of carrying out the audit.

10. **Confidential Information**

- 10.1 In this Clause 10, "**Confidential Information**" means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly and whether specifically designated as 'confidential' or which ought reasonably be regarded as confidential) under or in connection with this Agreement by one Party (the "**Disclosing Party**") to another Party (the "**Receiving Party**") whether before, on or after the date of this Agreement including information relating to the Disclosing Party's products, services, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs.

- 10.2 During the Term and after termination or expiration of this Agreement for any reason the Receiving Party:

- (a) will not use Confidential Information for a purpose other than the performance of its obligations or exercise or enforcement of its rights under this Agreement;
- (b) will not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or in accordance with Clauses 10.3 and 10.4; and
- (c) shall make every reasonable effort to prevent the unauthorised use or disclosure of Confidential Information.

- 10.3 The Receiving Party may disclose Confidential Information to any of its directors, other

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officers, employees, agents, service providers and auditors (a “**Recipient**”) only to the extent that disclosure is necessary for the purposes of performing its obligations or exercising or enforcing its rights under this Agreement. The Receiving Party shall ensure that a Recipient is made aware of and complies with the Receiving Party’s obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.

10.4 Each Party may disclose Confidential Information if and to the extent that:

- (a) this is required by Applicable Law (including, without limitation, under the Freedom of Information Act 2014) or pursuant to an order of a court of competent jurisdiction;
- (b) the information is disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of that Party;
- (c) the information has come into the public domain through no fault of that Party;
- (d) the information was in the possession of the Receiving Party before such disclosure by the Disclosing Party, as aforesaid; or
- (e) the information was obtained by the Receiving Party from a third party who was free to divulge the same

PROVIDED THAT any such information disclosed pursuant to Clause 10.4(a) shall be disclosed only after notice to the other Party, where reasonably practicable.

10.5 The obligations of each Party as to disclosure and confidentiality shall continue in force notwithstanding the termination or expiration of this Agreement.

10.6 The Receiving Party shall be entitled to retain Confidential Information which it is required by Applicable Law to retain for compliance purposes only, provided that any such retention shall not be for any period longer than that required by such Applicable Laws and also that any such Confidential Information retained shall remain subject to the duties of confidentiality in relation to such Confidential Information contained in this Agreement.

11. **Termination**

11.1 This Agreement may be terminated by RTÉ upon ninety (90) days’ written notice to the Contractor at any time.

11.2 RTÉ may terminate this Agreement with immediate effect on written notice if:

- (a) if the Contractor shall become bankrupt or have a receiving order or order for the administration of his estate made against him or shall take any procedure for liquidation of composition under any of the Bankruptcy Act 1988 (as amended) for the time being in force, or make any conveyance, assignment or arrangement for the benefit of creditors;
- (b) if the Contractor shall make or negotiate for any composition or arrangement with or assignment for the benefit of its creditors or shall present a petition or have a petition presented for its winding up or shall enter into any liquidation (other than for the purposes of reconstruction or amalgamation), shall call any meeting of its creditors, shall have a receiver and/or a receiver and manager or an examiner of all or any of its undertakings or assets appointed, shall be deemed by Section 570 of the Companies Act 2014 to be unable to pay its debts or shall cease to carry on business, or an examiner or interim examiner is appointed to the Contractor;

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- (c) if the Contractor shall be declared by a Court of competent jurisdiction to be of unsound mind or shall be declared by such Court to be incapable from any other cause whatever of controlling or managing his affairs;
 - (d) if RTÉ reasonably apprehends that any of the events mentioned above at (a) to (c) is about to occur in relation to the Contractor and notifies the Contractor accordingly;
 - (e) the Contractor has, at the time of the award of this Agreement, been in one of the situations referred to in Article 57(1) of SI 284 of 2016 and, in the opinion of RTÉ, should therefore have been excluded from the procurement procedure; or
 - (f) the Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and Directives 2014/24/EU or Directive 2014/25/EU that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU;
 - (g) in the opinion of RTÉ, the Agreement has been subject to a substantial modification which would have required a new procurement procedure pursuant to Regulation 72 of SI 284 of 2016 or Regulation 97 of SI 286 of 2016;
 - (h) in the event that this Agreement is declared “ineffective” pursuant to the European Communities (Award of Public Authority Contracts) (Review Procedures) Regulations 2010; or
 - (i) the Contractor (or its or subcontractor(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine or any subsequent amendments to same).
- 11.3 This Agreement may be terminated immediately by RTÉ on written notice if the Contractor is in material breach of the terms of the Agreement and, in the event of a breach capable of being remedied, fails to remedy the breach within thirty (30) days of receipt of notice in writing of such breach.
- 11.4 If RTÉ fails to pay any undisputed amount under this Agreement by its due date, the Contractor may give RTÉ (copied to RTÉ’s Representative) a written notice (the “**Initial Notice**”) specifying the unpaid amount and stating that this Agreement may be terminated if payment is not made within thirty (30) days. If RTÉ does not pay the undisputed amount within that initial thirty (30) day period, the Contractor may give a further written notice (the “**Late Payment Termination Notice**”) stating that the Agreement will terminate unless payment is made within a further thirty (30) days. If the undisputed amount remains unpaid at the end of that further thirty (30) day period, this Agreement shall terminate automatically with immediate effect. If payment is made before the end of that further period, the Late Payment Termination Notice shall have no effect. This clause sets out the Contractor's sole right of termination whether expressly pursuant to the terms of the Agreement or otherwise pursuant to common or case law (it being recognised that the Contractor can otherwise be granted appropriate relief for any breach by RTÉ by way of other remedies provided for by the Agreement).
- 11.5 Subject to clause 11.6 and 11.7, the Contractor acknowledges and agrees that it shall not be entitled to any payment or to any compensation (whether for loss of profit for services not provided, or for loss of opportunity, or reputation, or otherwise) or remedy whatsoever as a result or in respect of early termination of this Agreement by RTÉ in accordance with clause 11.

- 11.6 If this Agreement is terminated for any reason, the Contractor shall only be entitled to payment directly attributable to the proportion of the Services properly completed in accordance with this Agreement, prior to such termination of this Agreement. Any prepaid fees for the Services to be completed after such termination shall forthwith, upon termination, be refunded to RTÉ.
- 11.7 If this Agreement is terminated by RTÉ under clauses 11.2(f) or 11.2(g), in addition to any payments made under clause 11.6, RTÉ shall reimburse the Contractor for all Direct Costs reasonably and properly incurred in connection with this Agreement prior to the effective date of termination, provided that RTÉ's maximum liability for such Direct Costs shall not exceed €[INSERT NUMERICAL AMOUNT] ([INSERT AMOUNT IN WORDS])¹. For the purposes of this clause, 'Direct Costs' shall be limited to those actual out-of-pocket expenses incurred by the Contractor which it has not been able to mitigate and for which it has not been fully compensated through the payments made under clause 11.6. RTÉ shall not, however, be required to reimburse any special, incidental, indirect or consequential loss or damages, including loss of anticipated profit, loss of opportunity, or expenses not directly attributable to the Contractor's performance of its obligations under this Agreement. The Contractor shall submit reasonable documentation or evidence to substantiate all claimed direct costs, and RTÉ shall remit payment of any such undisputed sums in accordance with the payment terms set forth in this Agreement.
- 11.8 On termination or expiry of this Agreement, the Contractor shall promptly:
- (a) return to RTÉ all RTÉ property in the possession or control of the Contractor or any Contractor Personnel;
 - (b) cease using (and return or destroy if required by RTÉ) all RTÉ Data, RTÉ Content, RTÉ Generated Data and RTÉ Confidential Information in the possession or control of the Contractor or any Contractor Personnel; and
 - (c) comply with the requirements of paragraph 1.4(h) of Schedule 6 (Data Protection) in relation to RTÉ Personal Data.
- 11.9 Termination of this Agreement shall not prejudice any rights and remedies of either Party which may have arisen on or before the date of termination, including in relation to any negligence, omission or default of the other Party, or any provision explicitly or impliedly intended to survive termination of this Agreement.
12. **Limitation of Liability**
- 12.1 References to liability in this clause 12 (Limitation of Liability), unless the context otherwise requires, includes claims, demands, proceedings, damages, losses, costs and expenses and apply to every liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.2 Neither Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 12.3 Nothing in this Agreement shall:

¹ The cap on RTÉ's liability will be included here prior to execution of the Contract and will be in line with the Successful Tenderers annual fee. This will be calculated based on 3 months' fees under the Agreement.

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- (a) limit the Contractor's liability under clause 16 (Intellectual Property Indemnity), clause 17 (Transfer of undertaking related indemnities) or clause 18.2 (Data Protection);
 - (b) limit any liability for:
 - (i) death or personal injury caused by negligence;
 - (ii) fraud or fraudulent misrepresentation;
 - (c) limit any liability that cannot legally be limited.
- 12.4 Subject to clause 12.2 (No limitations in respect of deliberate default), clause 12.3 (Liability which is not limited), the Contractor's total aggregate liability is as follows:
 - (a) for loss or damage arising from the Contractor's failure to comply with its obligations under Schedule 6 (Data Protection) shall not exceed €6,500,000 (six million, five hundred thousand) or, if greater, 500% (five hundred per cent) of the aggregate Charges paid and payable under or pursuant to this Agreement;
 - (b) for damage to property caused by the negligence of its employees and agents in connection with this Agreement shall not exceed, for any one event or series of connected events, €6,500,000 (six million, five hundred thousand euro) or, if greater, 500% (five hundred per cent) of the aggregate Charges paid and payable under or pursuant to this Agreement; and
 - (c) for all other loss or damage which does not fall within sub-clause (a) or (b) shall not exceed €6,500,000 (six million, five hundred thousand) or, if greater, 300% (three hundred per cent) of the aggregate Charges paid and payable under or pursuant to this Agreement.
- 12.5 Subject to clause 12.2 (No limitations in respect of deliberate default), clause 12.3 (Liability which is not limited), RTE's total aggregate liability shall not exceed 100% (one hundred per cent) of the aggregate Charges paid under or pursuant to this Agreement.
- 12.6 The caps on the parties' liabilities shall not be reduced by:
 - (a) amounts awarded or agreed to be paid under:
 - (i) clause 16 (Intellectual Property Indemnity); and
 - (ii) clause 17 (Transfer of undertaking related indemnities).
 - (b) amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.
- 12.7 In no event shall either Party be liable for any special, incidental, indirect or consequential loss or damages.
- 13. **Insurance**
- 13.1 The Contractor shall carry the levels and types of insurance set out below under forms of policy which are acceptable to RTE, acting reasonably:

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- (a) employers liability insurance to a limit no less than €12,700,000 (twelve million, seven hundred thousand euro) to be maintained for the duration of the Term;
 - (b) public liability insurance to a limit no less than €6,500,000 (six million, five hundred thousand euro) on an 'each and every claim' basis, to be maintained for the duration of the Term;
 - (c) professional indemnity insurance of €6,500,000 (six million, five hundred thousand euro) on an 'each and every claim' basis, to be maintained for the duration of the Term and for a period of six years following completion of the Services and covering claims for civil liability as well as negligence; and
 - (d) cyber insurance of €5,000,000 (five million euro) euro) on an 'each and every claim' basis, to be maintained for the duration of the Term and for a period of six years following completion of the Services and covering claims for civil liability as well as negligence.
- 13.2 The Contractor shall notify RTE immediately in the event that any of the insurances described in clause 13.1 ceases to be available or maintained.
- 13.3 The Contractor shall provide to RTE copies of such policies and up-to-date certificates of insurance together with evidence that all relevant premiums have been paid. For the avoidance of doubt, neither inspection nor receipt of such copies shall constitute acceptance by RTE of the terms thereof or waiver of the Contractor's responsibility hereunder.
14. **Artificial Intelligence**
- 14.1 The Contractor shall make RTE aware if they intend to use AI Systems in the performance of the Services.
- 14.2 Where prior agreement from RTE has been granted the Contractor may use AI Systems in the provision of the Services provided that:
- (a) no RTE Data is used in the operation of the AI systems;
 - (b) the Contractor ensures that the use of AI Systems complies with all Applicable Law;
 - (c) the Contractor acknowledges and agrees that:
 - (i) it remain fully responsible for the performance of the Services, regardless of the use of any AI Systems;
 - (ii) the use of AI Systems shall not excuse the Contractor from any of its obligations under this Agreement;
 - (iii) the Contractor shall be liable for any errors, omissions, or failures in the Services that result from the use of AI Systems to the same extent as if such errors, omissions, or failures were caused by human action.
- 14.3 Under no circumstances shall the Contractor use RTE Data for the purpose of training, developing, or improving any AI Systems, whether internal or third-party. This prohibition applies regardless of whether RTE has consented to the use of AI systems in the performance of the Services.

15. Intellectual Property Rights

- 15.1 The Parties agree that the Intellectual Property Rights in the Materials and any other products of the Services, including RTE Generated Data, shall vest in and be the property of RTE (or such other person, persons or client as RTE may nominate) absolutely.
- 15.2 To give effect to clause 15.1, the Contractor as legal and beneficial owner hereby absolutely and irrevocably assigns to RTE, including by way of present assignment of present and future copyright, all Intellectual Property Rights whether in existence now or created in the future throughout the world for the full duration of such rights and any renewals or extensions thereof in and to the Materials and any other products of the Services, and any Intellectual Property Rights that it may own in the RTE Generated Data, free from all encumbrances, including the right to sue for damages for past infringement.
- 15.3 The Contractor shall further execute all documents and do all such other acts (whether during the Term or after the termination of this Agreement) as RTE, in its reasonable discretion, deems necessary or may be necessary or desirable:
- (a) in connection with its application to register (where relevant) any Intellectual Property Rights in the Materials and RTE Generated Data in the name of RTE; and/or
 - (b) to vest the legal and beneficial ownership in any and all such Intellectual Property Rights in the Materials and RTE Generated Data in RTE.
- 15.4 The Contractor undertakes to sign, execute and do any such act or thing necessary for the purpose of giving to RTE or its nominee the full benefit of the provisions of this clause 15.
- 15.5 The Contractor also irrevocably hereby waives any so-called moral and authors' rights in the Materials and RTE Generated Data in favour of RTE and any successors in title to the Materials and the RTE Generated Data.
- 15.6 RTE hereby grants to the Contractor a limited, non-exclusive, royalty free, world-wide, non-transferable and non-sublicensable licence to use the Materials, solely strictly as necessary for the supply of the Services pursuant to this Agreement.
- 15.7 Except for the RTE Generated Data or as otherwise agreed, the Contractor shall retain all right and title to, and interest in any Intellectual Property Rights developed, owned, licensed to or otherwise controlled by the Contractor prior to the Commencement Date or generated by the Contractor during the Term independently of the Agreement. The Contractor hereby grants to RTE a non-exclusive, royalty free, world-wide, non-revocable, sub-licensable, transferable licence to use any such Intellectual Property Rights in connection with the receipt of the Services.
- 15.8 RTE hereby grants to the Contractor a limited, non-exclusive, royalty free, world-wide, non-transferable and non-sublicensable licence to use the RTE Content, RTE Data and RTE Generated Data, solely strictly as necessary for the supply of the Services pursuant to this Agreement.

16. Intellectual Property Indemnity

- 16.1 The Contractor shall indemnify the Indemnified Person(s) against all losses, damages, actions, claims, demands, costs, charges and expenses suffered or incurred by an Indemnified Person(s) arising from any infringement or alleged infringement of any third party Intellectual Property Rights in consequence of the supply of the Services by the Contractor under this Agreement or the use or possession of the Materials by RTE, subject to the following:

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- (a) RTÉ shall promptly notify the Contractor in writing of any alleged infringement of which it has notice;
- (b) RTÉ shall make no admissions without the Contractor's prior written consent; and
- (c) RTÉ, at the Contractor's request and expense, shall allow the Contractor to conduct any negotiations or litigation and/or settle any claim. RTÉ shall give the Contractor all reasonable assistance. The costs incurred or recovered in such negotiations or settled claim shall be for the Contractor's account.

16.2 If at any time an allegation of infringement of Intellectual Property Rights is made in respect of the Services and/or Materials (or any part thereof) or, if in the Contractor's reasonable opinion such an allegation is likely to be made, the Contractor may at its own expense modify or replace the Services and/or Materials (or any part thereof) so as to avoid the infringement, without detracting from overall performance, the Contractor making good to RTÉ any loss of use during modification or replacement.

17. **Transfer of Undertakings**

Not Used

18. **Data Protection**

18.1 The Contractor shall comply with its obligations under Schedule 6 (Data Protection).

18.2 The Contractor shall indemnify the Indemnified Person(s) against all losses, damages, actions, claims, demands, costs, charges and expenses suffered or incurred by an Indemnified Person(s) arising from:

- (a) any deliberate breach of the Contractor's obligations under Schedule 6 (Data Protection);
- (b) any failure to comply with instructions issued by RTÉ to the Contractor under paragraph 1.2 of Schedule 6 (Data Protection); or
- (c) any processing of the Personal Data by the Contractor as an independent Controller.

19. **Force Majeure**

19.1 If and to the extent that either Party (the "**Affected Party**") is hindered or prevented by circumstances not within its reasonable ability to control and which, by the exercise of diligence, the Affected Party is unable to prevent, including, but not limited to, acts of God, inclement weather, flood, lightning, fire, trade disputes, strikes, lockouts, pandemic, acts or omissions of Governments or other competent authority including acts of terrorism, war, military operations, acts or omissions of third parties for whom the Affected Party is not responsible ("**Force Majeure**") from performing any of its obligations under this Agreement, the Affected Party shall be relieved of liability for failure to perform such obligations.

19.2 The Affected Party shall promptly notify the other Party (the "**Other Party**") of the estimated extent and duration of such inability to perform its obligations (the "**Force Majeure Notification**").

19.3 Upon the cessation of the event of Force Majeure the Affected Party shall notify the Other Party of such cessation.

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19.4 If, as a result of Force Majeure, the performance by the Affected Party of its obligations under this Agreement is only partially affected, the Affected Party shall subject to the provisions of clause 19.5 nevertheless remain liable for the performance of those obligations not affected by Force Majeure.

19.5 In the case a Force Majeure notification then:

- (a) any obligation outstanding shall be fulfilled by the Affected Party as soon as reasonably possible after the Force Majeure event has ended, save to the extent that such fulfilment is no longer possible or is not required by the Other Party;
- (b) if the Force Majeure lasts for more than forty-five (45) days from the date of the Force Majeure notification and notice of cessation has not been given pursuant to clause 19.3 and such Force Majeure prevents the Contractor from performing its obligations in whole or to a material extent during that period, RTE shall be entitled (but not obliged) to terminate this Agreement by giving not less than fourteen (14) days written notice to the Contractor after expiry of the said forty five day period PROVIDED THAT such notice shall be deemed not to have been given in the event that notice of cessation of the Force Majeure given pursuant to clause 19.3 is received by RTE prior to the expiry of the fourteen (14) days' notice.

19.6 If this Agreement is not terminated by RTE in accordance with the provisions of sub-clause 19.5(b), then any obligations outstanding shall be fulfilled by the Affected Party as soon as reasonably possible after the Force Majeure event has ended, save to the extent that such fulfilment is no longer possible or is not required by the Other Party.

20. Notices

20.1 Notices or other communications given pursuant to this Agreement shall be in writing and shall be sufficiently given:

- (a) if delivered by hand or sent by post to the address and for the attention of the person set forth in this clause of the Party to which the notice or communication is being given or to such other address and for the attention of such other person as such Party shall communicate to the Party giving the notice or communication; or
- (b) if sent by email to the correct email address of the Party to which it is being sent.

20.2 Any notice, or communication, given or sent by post under this clause, shall be sent by ordinary post and each person giving a notice or communication by email in accordance with this clause shall promptly post the original copy to the person to whom the notice or communication was given but the absence of such posting shall not affect the validity of the notice or communication.

20.3 Every notice or communication given in accordance with this clause shall be deemed to have been received as follows:

Means of Dispatch

Deemed Received

Delivered by hand:

the day of delivery;

Post:

Two (2) Business Days after posting; and

Email:

Twenty-four (24) hours after the email leaves the sender's

email server

Provided that if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to be given or made outside working hours (being 9 a.m. to 5 p.m. on a Business Day) such notice or other communication shall be deemed to be given or made at the start of working hours on the next Business Day.

- 20.4 The relevant addressee, address and email address of each Party for the purposes of this Agreement, subject to clause 20.5 are:

Name of Party	Address/e-mail
Raidió Teilifís Éireann	[•] Email: [•]
[Contractor]	[•] Email: [•]

- 20.5 Each Party shall notify the other of a change to its name, relevant addressee, address or email address for the purposes of clause 20.4. Such notification 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) Business Days after the date on which notice is given, the date falling five (5) Business Days after notice of any such change has been given.

21. Dispute Resolution

- 21.1 The Parties shall use all reasonable endeavours to settle any dispute that may arise in connection with this Agreement.
- 21.2 If any dispute cannot be settled amicably by the RTÉ Representative and the Contractor Representative within ten (10) Business Days, the dispute shall be referred to RTÉ's Head of Procurement and the Contractor's [•]. RTÉ's Head of Procurement and the Contractor's [•] will use all reasonable endeavours to resolve the dispute. If the dispute is not resolved by RTÉ's Head of Procurement and the Contractor's [•] within ten (10) Business Days of the matter being referred to them, the Parties will refer the dispute to mediation in accordance with the International Centre for Effective Dispute Resolution ("CEDR") procedures then in force before resorting to litigation. The mediation process will be commenced by service by one Party on the other of a written notice that the issue is to be referred to mediation (the "**Mediation Notice**"). The Parties shall agree on a choice of mediator with sufficient knowledge and experience in the industry sufficient to comprehend the technical and economic issues raised. In the event that the Parties are unable to agree on a choice of mediator within ten (10) Business Days of the date of service of the Mediation Notice, the Parties shall accept a mediator nominated by CEDR. The costs of the mediation shall be shared equally between the Parties.
- 21.3 Nothing contained in this clause 21 shall restrict either Party's freedom to commence legal proceedings where such proceedings are required urgently to preserve any legal right or remedy, to protect any Intellectual Property Rights or rights in Confidential Information or to otherwise prevent irreparable harm.

- 21.4 This clause shall continue in force notwithstanding the termination or expiration of this Agreement.

22. Prevention of Corruption/Ethics in Public Office

Without prejudice to any other provision of this Agreement, the Contractor shall not offer, or give or agree to give, any person employed by RTE any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done, or forbore to do, any act in relation to the obtaining or performance of this Agreement or for showing, or forbearing to show, favour or disfavour to any person in relation to this Agreement. In the event of any breach of this clause 22 or the commission of any offence by the Contractor or any employee, servant, agent or subcontractor (or any employee, servant, agent of any sub-contractor) of the Contractor under the Prevention of Corruption Acts 1889 to 2001, the Bribery Act 2010, the Ethics in Public Office Act 1995 or under any legislation analogous to the foregoing in any applicable jurisdiction, the Contractor shall be deemed to have committed a material breach which is not capable of remedy and RTE may, without prejudice to clause 11.3, terminate this Agreement immediately on written notice. The decision of RTE shall be final and conclusive in any dispute, difference or question arising in respect of the interpretation of this clause or the right of RTE under this clause to terminate this Agreement.

23. Governing Law and Jurisdiction

- 23.1 This Agreement, and all disputes arising out of or in connection with this Agreement, shall in all respects be governed by, construed and take effect in accordance with the laws of Ireland.
- 23.2 The Parties irrevocably agree that subject to clause 21, the courts of Ireland shall have exclusive jurisdiction to hear and decide any suits, actions or proceedings and to settle any disputes which may arise out of or are in connection with this Agreement.

24. Miscellaneous

- 24.1 This Agreement embodies and sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, understanding or agreement that is not expressly set forth in this Agreement.
- 24.2 This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the Parties and shall be subject to whatever approvals or appropriate authorities as may be required by Applicable Law.
- 24.3 No failure or delay on the part of either Party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. Termination of this Agreement shall be without prejudice to the rights of each Party in respect of any antecedent breach hereof by the other. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 24.4 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties or their respective personnel.
- 24.5 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable then such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The Parties agree to attempt to substitute for any illegal, invalid or

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unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision.

- 24.6 RTÉ shall be entitled to assign any or all of its rights or obligations under this Agreement. The Contractor may not assign or sub-contract any of its rights or obligations under this Agreement without the prior consent in writing of RTÉ.
- 24.7 This Agreement may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 24.8 Each Party expressly consents to the electronic execution of this Agreement, to the provision of any information in connection with this Agreement by electronic means, and to the retention and use of the executed Agreement as an electronic original. Each Party also confirms that any electronic signature inserted on this Agreement by (or on behalf of) such Party was inserted by the relevant signatory for the purpose of signing and authenticating this Agreement.
- 24.9 The text of any press release or other communication to be published by or in the media concerning the subject matter of this Agreement shall require the approval of each Party.
- 24.10 Each of the Parties hereto shall be responsible for its respective legal and other costs incurred in relation to the preparation of this Agreement.

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IN WITNESS WHEREOF the Parties have executed this Agreement on the date written above

SIGNED by:

in the presence of:

(Name)

(Name – witness)

(Title)

(Title – witness)

(Date)

duly authorised for and on behalf of
RAIDIÓ TEILIFÍS ÉIREANN

SIGNED by:

in the presence of:

(Name)

(Name – witness)

(Title)

(Title – witness)

(Date)

duly authorised for and on behalf of
[NAME OF CONTRACTOR]

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SCHEDULE 1 - The Services

Part 1 – The Core Services

SERVICES AS PER THE REQUIREMENTS SET OUT IN APPENDIX 1 OF THE ITT

[SUBJECT TO CONTRACT/CONTRACT DENIED]

SCHEDULE 2 - Payment

Part 1 – Payment for Core Services

The Contractor's fee for the Core Services is €[**INSERT AMOUNT**] and RTE shall pay the Contractor such fee annually within thirty (30) days of receipt by RTE of a valid invoice from the Contractor.

It is acknowledged that the Contractor's remuneration for the Core Services will be fixed for the Term of this Agreement in accordance with this Part 1 of Schedule 1 and the Contractor will not be entitled to charge RTE for any time incurred by the Contractor which exceeds the value of such fixed remuneration, save where such charges are agreed pursuant to the Change Control Procedure. Notwithstanding the foregoing the Contractor will provide RTE with such reasonable information in relation to the provision of the Services at any time (and on any number of occasions) as RTE may request.

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Part 2 – Payment for Additional Services

The Contractor shall negotiate, price and place insurance covers on behalf of RTÉ.

The Contractor shall agree the insurance premiums with RTÉ in advance of placement and RTÉ shall pay the Contractor such fees on provision of invoices and supporting documentation.

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SCHEDULE 3 - Key Account Personnel

**DETAILS OF THE KEY ACCOUNT PERSONNEL PROPOSED IN THE CONTRACTOR'S
TENDER SUBMISSION TO BE INSERTED PRIOR TO EXECUTION OF THE AGREEMENT**

SCHEDULE 4 – Change Control Procedure

1. Where either Party (the “**Requesting Party**”) wishes to make a material change to the terms of this Agreement including, without limitation, any change to:
 - (a) the Services; or
 - (b) the timeframes for the provision of the Services,the procedure in this Schedule (the “**Change Control Procedure**”) shall apply. The Change Control Procedure shall also apply in respect of any matters which are specifically identified in the Agreement as being subject to the Change Control Procedure.
2. All change requests must be documented in a draft change form in the format set out in the Annex to this Schedule (a “**Change Form**”) which shall include, as a minimum, the following details:
 - (a) RTE contract reference number;
 - (b) description of the requirements for the change;
 - (c) comparison of the new requirements with the existing requirements;
 - (d) reasons for the change, including a high level description of the proposed business impact;
 - (e) timeframe for completion of the change.
3. The Contractor shall provide RTE Representative with an impact statement (an “**Impact Statement**”) within ten (10) Business Days of receipt or submission of a draft Change Form (or such longer period as the Parties may agree). The Impact Statement shall include, as a minimum, the following details:
 - (a) the estimated number of Business Days and personnel (including levels of qualification) and details of the work categories required to deliver the change within the timeframe specified in the draft Change Form;
 - (b) overall impact on the Charges payable under the Agreement (i.e. reduction or increase) which shall include a breakdown of how such fees relate to the details in (a) above so as to facilitate, where relevant, any reduction being offset against any increase in the Charges;
 - (c) timetable for the change including any impact on the timeframes set out in the Project plan or any other schedule relevant to the Agreement; and
 - (d) impact on the Services to be provided under the Agreement and/or to RTE’s rights or obligations in connection therewith or under this Agreement.
4. After consideration, RTE Representative may elect by giving written notice to the Contractor either to:
 - (a) accept the Impact Statement, in which case the Contractor shall prepare a final Change Form in accordance with paragraph 5 below;

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- (b) reject the Impact Statement in which case the Agreement shall remain unchanged; or
 - (c) require the Contractor to produce a revised Impact Statement by repeating (up to a maximum of 2 times) the procedure set out in paragraphs 3 and 4 of this Schedule.
- 5. Following completion of the procedure in paragraph 4 above:
 - (a) where the Parties fail to reach agreement on a request for change, the dispute resolution procedure set out in clause 21 of the Agreement may be invoked;
 - (b) where the Parties agree the request for change, the Contractor shall prepare two copies of a final Change Form in accordance with the template set out in the Annex to this Schedule, which it shall sign and deliver to RTE for its signature. Following receipt by RTE of the Change Form, it shall sign both copies and return one copy to the Contractor. On RTE's signature, the Change Form shall constitute a binding variation to the Agreement.

Annex – Template Change Form

Change Form Number:	
Change Form Number [•] to the Services Agreement dated [•] between Raidió Teilifís Éireann and [insert Contractor name] with RTÉ contract reference number [•] (the "Agreement").	
Title of Change:	
Originator:	
Reason for Change (for information purposes only):	
Description of Change: [Note: Describe: (1) What the change actually is i.e. what is changing from the existing scope (2) What work will be performed so as to effect the change (3) What the changed scope will look like]	
Deliverables resulting from (a) the work to effect the change and (b) the changed scope:	
Charges Relating to the Change: [Note: This needs to specify (1) the charges relating to the implementation of the change; and (2) the charges that will apply to the changed services, if these have altered as a result of the change]	
Timetable and milestones: [Note: describe the timescales for implementing the change, together with any individual milestone dates that needs to be achieved]	
[Change to the Service Levels]:	
PO Number:	
Other affected elements of the Agreement:	
All defined terms in the Agreement shall, unless expressed to the contrary herein or the context otherwise requires, continue to have the same meanings where used in this Change Form. No provision of the Agreement, other than those expressly identified in this Change Form, shall be affected or amended by the content of this Change Form or performance of the Change. All such terms and conditions shall continue in full force and effect. This Change Form Number [•] shall be read in conjunction with the Agreement, all terms and conditions of which shall continue to have full force and effect, except to the extent as expressly altered (by reference to the affected clause or section number) by this Change Form Number [•].	
For and on behalf of Raidió Teilifís Éireann Signature: Name: Title: Date: and	For and on behalf of [insert Contractor details] Signature: Name: Title: Signature: Name:

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Title: Head of Procurement	Title:
Date	Date:

[SUBJECT TO CONTRACT/CONTRACT DENIED]

SCHEDULE 5 – Data Protection

1. STATUS AND INTERPRETATION

1.1 These Data Protection terms form part of the Agreement between **Raidió Teilifís Éireann** (“RTÉ”) and the successful tenderer (the “Broker”). Each of RTÉ and the Broker is a “Party” and together the “Parties”.

1.2 The Parties acknowledge and agree that, in respect of the Shared Personal Data, each acts as an **independent controller** determining its own purposes and means of Processing. Neither Party is the other's processor, and the Parties are not joint controllers, save as expressly provided in clause 9.

1.3 Capitalised terms not defined here have the meaning given in the Data Protection Legislation. “Data Protection Legislation” means Regulation (EU) 2016/679 (“GDPR”), the Irish Data Protection Act 2018, the ePrivacy Regulations (S.I. 336/2011), and all applicable data protection and privacy laws and binding guidance of the Data Protection Commission (“DPC”) and European Data Protection Board, each as amended.

Note: RTÉ operates under the EU GDPR with the DPC as supervisory authority. Do not import UK GDPR references; where a bidder's precedent uses them, they must be struck.

2. DEFINED TERMS

In these terms:

Shared Personal Data	the Personal Data disclosed by one Party to the other for the Agreed Purposes, comprising the categories set out in the Annex (identification and contact details of RTÉ employees, former employees and workers; role and employment details; and, in respect of claims, incident, injury and health information and related correspondence).
Agreed Purposes	the placement, renewal, administration and broking of RTÉ's insurance programme; the notification, handling, defence and settlement of claims; the discharge of each Party's regulatory, legal and record-keeping obligations; and reasonable related risk-management purposes.
Special Category Data	Personal Data within Article 9(1) GDPR, including data concerning health arising in the context of Employers' Liability and other liability claims (e.g. accident and injury reports and medical evidence).
Onward Recipient	any insurer, co-insurer, underwriter, reinsurer, loss adjuster, claims handler, actuary, regulator or other market participant to whom a Party discloses Shared Personal Data for the Agreed Purposes.
Data Subject Request	any request by a Data Subject to exercise rights under Articles 15–22 GDPR.

3. EACH PARTY'S COMPLIANCE OBLIGATIONS

3.1 Each Party shall comply with the Data Protection Legislation in respect of its own Processing of the Shared Personal Data and shall not, by any act or omission, cause the other Party to be in breach of the Data Protection Legislation.

3.2 Each Party shall maintain a record of its Processing under Article 30 GDPR and an appropriate lawful basis for its own Processing of the Shared Personal Data. The Parties

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acknowledge that RTÉ relies on Article 6(1)(b), (c) and (f) as applicable, and the Broker relies on the lawful basis appropriate to its regulated activity.

3.3 Each Party shall implement appropriate technical and organisational measures under Article 32 GDPR to protect the Shared Personal Data, having regard to the inclusion of Special Category Data, and shall make evidence of those measures available to the other on reasonable request.

4. TRANSPARENCY AND LAWFUL SHARING

4.1 Each Party shall provide the Data Subjects with a compliant privacy notice under Articles 13 and 14 GDPR covering its own Processing, including the disclosure of Shared Personal Data to the other Party and to Onward Recipients.

4.2 The Broker shall, on request and in any event before award, disclose to RTÉ the categories of Onward Recipient to whom Shared Personal Data may be disclosed, including any recipient located outside the EEA, so that RTÉ can discharge its own transparency obligations to its employees.

4.3 Neither Party shall disclose Shared Personal Data to any third party except (a) to an Onward Recipient for the Agreed Purposes, (b) where required by law or regulator, or (c) with the other Party's prior written consent.

5. SPECIAL CATEGORY DATA (HEALTH / CLAIMS)

5.1 The Parties acknowledge that the Processing of Shared Personal Data may include Special Category Data arising in the context of claims.

5.2 Each Party shall ensure it has identified a condition under Article 9(2) GDPR and a corresponding condition under the Data Protection Act 2018 for its Processing of such data. The Parties acknowledge that the conditions likely to apply include Article 9(2)(f) (establishment, exercise or defence of legal claims) and, in respect of RTÉ, Article 9(2)(b) (employment and social protection).

5.3 Each Party shall maintain, where required, an appropriate policy document / additional-safeguards documentation under the Data Protection Act 2018 in respect of its Processing of Special Category Data, and shall apply enhanced security measures to that data.

6. DATA SUBJECT REQUESTS AND COOPERATION

6.1 Each Party shall handle Data Subject Requests it receives in respect of its own Processing. Where a request relates wholly or in part to Processing carried out by the other Party, the receiving Party shall notify the other without undue delay.

6.2 Each Party shall provide the other with reasonable cooperation and assistance in responding to a Data Subject Request, and shall respond to a request for such assistance **within five (5) working days**, so as to enable the requesting Party to meet the statutory response period under Article 12(3) GDPR.

6.3 Each Party shall provide reasonable assistance to the other in complying with obligations relating to security, breach notification, data protection impact assessments and

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prior consultation under Articles 32 to 36 GDPR, taking into account the information available to it.

7. PERSONAL DATA BREACH

7.1 A Party that becomes aware of a Personal Data Breach affecting the Shared Personal Data shall notify the other Party without undue delay and in any event **within twenty-four (24) hours** of becoming aware, providing sufficient information to enable the other Party to meet its own obligations under Articles 33 and 34 GDPR.

7.2 Each Party remains responsible for making its own assessment and, where required, its own notification to the DPC within the 72-hour period under Article 33, and to affected Data Subjects under Article 34. The Parties shall cooperate and coordinate the content of any such notifications so far as they concern the same incident.

8. INTERNATIONAL TRANSFERS

8.1 Where a Party transfers Shared Personal Data to an Onward Recipient outside the EEA, that Party shall ensure the transfer is subject to an appropriate transfer mechanism under Chapter V GDPR (adequacy decision, standard contractual clauses with any supplementary measures required, or another valid mechanism) and shall be responsible for that transfer.

8.2 The Broker shall, on request, provide RTÉ with information reasonably necessary to enable RTÉ to satisfy itself that transfers of Shared Personal Data disclosed by RTÉ are adequately safeguarded, and to complete its own transfer risk assessment where RTÉ is the transferring Party.

9. PROCESSOR SUB-SERVICE (CONTINGENT)

9.1 If, and only to the extent that, the Broker Processes Personal Data **solely on RTÉ's documented instructions** and on RTÉ's behalf in the course of a discrete sub-service (for example the operation of an RTÉ-branded portal or a bureau service configured to RTÉ's specification), the Broker acts as a **processor** in respect of that Processing only.

9.2 To that extent and for that Processing only, the Parties shall enter into processor terms compliant with Article 28(3) GDPR, which shall apply in place of these controller-to-controller terms for that Processing. The remainder of the relationship continues to be governed as controller-to-controller under these terms.

10. TRANSITION, RETENTION AND RUN-OFF

10.1 On expiry or termination of the Agreement, the Broker shall cooperate in good faith in the orderly handover of live and open matters (including open claim files containing health data) to RTÉ or to an incoming broker nominated by RTÉ, applying appropriate security to any such transfer.

10.2 The Parties acknowledge that each may retain Shared Personal Data after termination to the extent necessary to comply with its own legal, regulatory and record-keeping obligations, including the long-tail nature of Employers' Liability and other liability claims which may be

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notified after termination. Any such retention is undertaken by the retaining Party as controller under its own lawful basis and retention schedule.

10.3 Each Party shall, on request following termination, confirm the categories of Shared Personal Data it continues to retain and the basis for that retention.

11. GENERAL

11.1 The Broker warrants that it is, and shall remain for the term, authorised and regulated as an insurance intermediary by the Central Bank of Ireland (or, where applicable, another EEA competent authority passporting into the State) and shall comply with the Insurance Distribution Regulations and other applicable regulatory requirements in its Processing.

11.2 These terms are governed by the laws of Ireland and the Parties submit to the exclusive jurisdiction of the Irish courts. Nothing in these terms limits either Party's obligations or a Data Subject's rights under the Data Protection Legislation.

11.3 In the event of conflict between these terms and the remainder of the Agreement, these terms prevail in respect of the Processing of Shared Personal Data.

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ANNEX – DATA-SHARING PARTICULARS

To be completed and confirmed by the successful tenderer at award and maintained current for the term.

Categories of Data Subject	RTÉ employees; former employees; workers/contractors; third-party claimants (liability claims); [others: ____]
Categories of Personal Data	Identification & contact details; role/employment details; claim, incident and injury information
Special Category Data	Data concerning health (accident/injury reports, medical evidence) arising in claims
Agreed Purposes	Placement, renewal & administration; claims handling & defence; regulatory & record-keeping
Onward Recipients (categories)	Insurers / co-insurers / underwriters; reinsurers; loss adjusters & claims handlers; actuaries; regulators [tenderer to specify]
Non-EEA transfers (if any)	[tenderer to disclose recipients & safeguards, e.g. London market, US reinsurers]
Broker regulatory status	[Central Bank of Ireland registration no. ____ / passporting authority ____]
DP contact (Broker)	[name / email]
DP contact (RTÉ)	Data Protection Officer – dpo@rte.ie

Annex

Subject matter, nature and purpose of the processing	[e.g. include description of the circumstances in which the Contractor is processing on behalf of RTE, including the purpose of the processing operations]	
Duration	[e.g. duration of the Agreement]	
Categories of data subjects	[e.g. online viewer, audience members, contributors, staff, competition entrants, content submitters]	
Types of personal data	Demographic Data	[e.g. name, gender, date of birth, age, nationality]
	Contact Details	[e.g. home/work landline phone number, personal/work mobile, home/work postal address, personal/work email address]
	Financial Data	[e.g. bank account number, credit card number]
	Digital Identifiers	[e.g. IP Address, MAC Address, X/Y Geographic Coordinate, meta data]
	Social Media	[e.g. Twitter Account, URL Facebook, URL LinkedIn, URL Pinterest, URL Instagram]
	Special Categories of Data	[e.g. health, sexual life or orientation, political, religious, philosophical, trade union membership, genetics, biometric, race, ethnicity]
	Criminal Offences/Convictions	[•]
	Other	[•]

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