

## Appendix 1P – Definitions and Interpretations

“Assets Register” means an inventory of the Equipment to be maintained by the Service Provider on behalf of the Contracting Authority, an up-to-date version of which is supplied in Appendix 1E.

“Back-Up Team Staff” means members of the Service Provider’s wider organisation that will substitute for full-time staff during periods of holiday, sickness, unavailability or extended leave or for any other reason as agreed between the Parties.

“Business Day” means a day (other than a Saturday or Sunday) on which clearing banks are generally open for business in Ireland.

“Call Out Hours” mean hours other than during a Year as required when proceedings of the Houses of the Oireachtas or Committees are taking place.

“Change Control Procedure” means the change control procedure set out in Clause 24 of the Services Contract.

“Charges” means the annual fees payable by the Contracting Authority in consideration for the performance of the Contractor’s obligations, including the provision of the Services under this Agreement as set out in the Pricing Schedule at Appendix 2.

“Confidential Information” has the meaning assigned to it by Clause 7A of the Terms and Conditions scheduled to the Services Contract.

“Content” means the Essence (physical and/or electronic) and Metadata (physical and/or electronic) owned by the Contracting Authority as a result of the previous televising of the proceedings of the Houses of the Oireachtas and Committees to the extent that it exists on the Effective Date and as created by the Contractor under this Agreement.

“Content Service” means that part of the Services to be provided by the Contractor consisting of (a) the provision of Content as a live feed signal to the Service Outputs of designated broadcasters; (b) recording Content to the standards as requested by the Contracting Authority; and (c) maintaining a complete parliamentary audio-visual Archive.

“Contracting Authority Broadcast Manager” (“Broadcast Manager”) means such person as may be notified in this regard to the Contractor by the Contracting Authority.

“Disclosing Party” shall be construed in accordance with the meaning of that term in Clause 7B of the Terms and Conditions scheduled to the Services Contract.

“Effective Date” means the date on which the Contractor commences providing the Services under this Agreement, being 01 January 2027.

“Equipment” means the equipment identified in Appendix 1A together with any additional equipment added to the Assets Register from time to time by agreement of the Parties.

“Essence” means the visible images (including moving and still), audible and ancillary (including textual) data owned by the Contracting Authority as a result of previous televising of the proceedings of the Houses of the Oireachtas or Committees to the extent that such images

and data exist on the Effective Date and as created by the Contractor under this Agreement through its creation of such images or data.

“Force Majeure” is to be construed by reference to the meaning assigned to “Force Majeure Event” in Clause 8A of the Terms and Conditions scheduled to the Services Contract.

“Handling Fee” means the fee payable to the Contractor by the Contracting Authority in consideration for certain of the Services relating to technical consumables and certain third-party supplied services, which is calculated in accordance with the Pricing Schedule at Appendix 2.

“Internal Clients” means Members of the Houses of the Oireachtas, their staff and the staff of the Houses of the Oireachtas.

“Intellectual Property Rights” has the meaning assigned to it by Clause 6A of the Terms and Conditions scheduled to the Services Contract.

“Maintenance Management System” (“MMS”) means the multi-user, IT-based system in which records relating to the Services provided in respect of the Equipment are recorded and stored, including those relating to the Assets Register, the condition of the Equipment, and the maintenance work carried out by the Contractor on the Equipment as part of the Services.

“Normal Working Hours” means 09.00 to 18.00, Monday to Friday when the Houses of the Oireachtas are not sitting, or when the Houses or Oireachtas Committees are meeting from one hour before live broadcasting commences until live proceedings end, excluding public holidays in Ireland.

“Oireachtas Broadcasting Unit” (“OBU”) means the section of the Houses of the Oireachtas Service responsible for the provision of production, broadcasting, support and related services for the broadcasting of the proceedings of the Houses of the Oireachtas and Oireachtas TV.

“Part-Time Staff” means members of the Contractor’s team other than full-time staff used by the Contractor to provide the Services.

“Premises” means Leinster House or premises otherwise in the Dublin 2 area of which the Contracting Authority has possession for the time being for the purposes of accommodating the Members of the Houses of the Oireachtas, their staff, staff of the Houses of the Oireachtas, or any combination of the foregoing, or any other place which may from time to time be designated as premises for the purposes of this Agreement by the Houses of the Oireachtas, the Contracting Authority, or the Houses of the Oireachtas Service.

“Quality Management System” (“QMS”) means the system so described in the Specification of Requirements as may be varied by agreement between the Parties from time to time.

“Resource Management System”, (“RMS”) means the system so described in the Specification of Requirements as may be varied by agreement between the Parties from time to time.

“Rules of Coverage” means such rules of coverage for the televising of parliamentary proceedings as are adopted from time to time by the Joint Committee pursuant to Standing Orders of the Dáil and Seanad respectively, and notified to the Contractor by the Contracting Authority detailed in Appendix 1H.

“Service Failure” means a failure by the Contractor due to its negligence or breach of its obligations under this Agreement to provide the Services in accordance with the Service Levels.

“Service Outputs” means those destinations receiving video, audio, ancillary components of the Services and related Metadata of the service as live feeds.

“Service Provider Account Manager” (“Account Manager”) means such person as may be notified in that regard to the Contracting Authority by the Contractor.

“Service Provider Staff” means the employees, agents and independent contractors which the Contractor and permitted sub-contractors use to perform the Services, and includes Part-Time Staff, Back Up Staff, full-time staff and temporary day staff.

“Services” means the services described in the Specification of Requirements, and any changes to the Services as may be agreed between the Parties from time to time in accordance with the Change Control Procedure; for the avoidance of doubt, the Services include the Content Service.

“Sitting Day” means a day that the Dáil, Seanad or Committee are in session, as the context may require.

“**SLA**” A service-level agreement (SLA) is a contract between a service provider and its customers that documents what services the provider will furnish and defines the service standards the provider is obligated to meet.

“Sound Contractor” means the contractor responsible for operation and maintenance of the sound acquisition, recording, editing, replay and archiving system used in the Premises.

“Stock” means physical media including but not limited to data, video and audio tapes, DVDs, optical discs, magnetic discs, labels, boxes and paper.

“Unscheduled Events” means (1) special sittings of the Houses of the Oireachtas and (2) sittings of the Houses of the Oireachtas or their Committees during scheduled recess weeks and (3) sittings of Committees and/or the Houses outside of Dublin.

“Year” means a calendar year of the Term, beginning on 1 January and ending on 31 December; “Year 1” shall mean 1 January 2027 to 31 December 2027, “Year 2” shall mean 1 January 2028 to 31 December 2028 and other years of the Term shall be denoted accordingly.