



THE ROYAL VICTORIA EYE AND EAR HOSPITAL DVBLIN

Request for Quotation # RVEEH-004-26

**Self-Service Kiosk Terminals,
Kiosk OS Integration, and
Associated Software Licensing**

Schedule B—Sample Goods & Services Agreement

29 July 2026

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7 August 2026, 16:00:00h GMT

Deadline for Questions

26 August 2026, 13:30:00h GMT

Deadline for Submissions

Schedule B: Sample Goods and Services Agreement

Royal Victoria Eye and Ear Hospital

(“RVEEH”, the “Contracting Authority”)

and

[Successful Respondent’s full legal name]

[to be completed on signing.]

AGREEMENT

relating to

**Self-Service Kiosk Terminals,
Kiosk OS Integration, and
Associated Software Licensing**

pursuant to

Request for Quotation

RVEEH-004-26

THIS AGREEMENT IS MADE ON THE

[date] DAY OF [month] 2026

BETWEEN:

**Royal Victoria Eye and Ear Hospital of
Adelaide Road, Dublin 2, D02 XK51**

(“the Client”)

and

[Supplier's full legal name], of [Address:]

(“the Supplier”)

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

WHEREAS:

- A.** By Request for Quotation entitled “**Self-Service Kiosk Terminals, Kiosk OS Integration, and Associated Software Licensing**” advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [####] of [####] and dated **DD MMM 2026** (“the RFQ”), the Contracting Authority invited quotations from economic operators (“Respondents”) for the provision of the Deliverables, services, software, licences, integration, implementation, support, maintenance and associated deliverables described in Schedule A to the RFQ (the “Deliverables”). References to the RFQ shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie during the RFQ process (the “RFQ Clarifications”). The RFQ, including the RFQ Clarifications, is hereby incorporated by reference into this Agreement.
- B.** The Supplier submitted a response to the RFQ dated **[DD MMM] 2026** (“the Submission”). References to the Submission shall include any written clarifications provided by the Supplier at the request of the Contracting Authority following the Submission Deadline and before the date of this Agreement (the “Submission Clarifications”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - (i) This Agreement and Annexes A to D attached hereto;
 - (ii) The RFQ;
 - (iii) The Submission.
2. The Supplier shall provide, and the Client shall receive, the Deliverables as described in Schedule A in accordance with this Agreement, the RFQ, and the Submission. Schedule A details the nature, quality, functional specification, technical specification, implementation requirements, integration requirements, support requirements, and service-level requirements of the Deliverables.
3. Subject to the Terms and Conditions of this Agreement, the Client agrees to pay to the Supplier the charges as stipulated in Annex C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. For the purposes of this Agreement, the Client's Contact is **James Bradshaw of Adelaide Road, Dublin 2, D02 XK51**.
The Supplier's Contact is **[insert name]** of **[insert address]**.
5. This Agreement shall take effect on the date of this Agreement (“the Effective Date”) and shall expire on **[DD MMM] 2029** unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).

The Client may, subject to satisfactory Supplier performance, continued need, and compliance with its obligations under applicable law and procurement and governance requirements, invite the Supplier to extend the Term for up to **three (3)** additional periods of **thirty-six (36)** months each. Any such extension shall be subject to the mutual written agreement of both Parties and shall not take effect automatically or be imposed unilaterally by either Party.

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFQ.
7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED FOR AND ON BEHALF OF THE CLIENT

(being a duly authorised officer)

WITNESS

SIGNED FOR AND ON BEHALF OF THE SUPPLIER

WITNESS

Annex A—Terms & Conditions

1. SUPPLIER OBLIGATIONS

- A.** The Supplier undertakes to act with due care, skill and diligence in the supply of the Deliverables and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Sub-Suppliers. The Supplier shall require its agents and Sub-Suppliers to exercise due care, skill and diligence in the supply of the Deliverables and generally in the carrying out of obligations allocated by the Supplier to its agents and Sub-Suppliers under this Agreement.
- B.** In consideration of the payment of the Charges and subject to Clause 5, the Supplier shall:
1. supply the Deliverables in accordance with the Specification, the RFQ, the Client's directions, and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and / or any project governance protocols issued by the Client from time to time and notified to the Supplier in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. supply the Deliverables in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Deliverables provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). The Supplier shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C.** The Supplier is deemed to be the principal Supplier under this Agreement and the Supplier assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of principal Supplier. The Supplier as principal Supplier under the Submission hereby assumes liability for its Sub-Suppliers and shall ensure that its Sub-Suppliers shall comply in all respects with the relevant terms of this Agreement, including but not limited to Clause 1B(4) above, to the extent that it or they are retained by the Supplier. Subject to Clause 15, the Supplier shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Sub-Suppliers.
- D.** Without prejudice to Clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Sub-Supplier, the Client reserves the right to require the Supplier to immediately replace such Sub-Supplier and the Supplier shall comply with such requirement. The Supplier shall include in every sub-contract a right for the Supplier to terminate the sub-contract where any of the exclusion grounds apply to the Sub-Supplier and a requirement that the Sub-Supplier, in turn, includes a provision having the same effect in any sub-contract which it awards.
- E.** During this Agreement the Supplier shall be an independent Supplier and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and / or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Supplier are not and shall not hold themselves out to be (and shall not be held out by the Supplier as being) servants or agents of the Client for any purposes whatsoever.
- F.** The Client acknowledges that the Supplier may from time to time be dependent on the Client to facilitate the Supplier in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Supplier within the timescales and in the manner agreed by it in writing in accordance with Clause 11.
- G.** The Supplier agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.

Annex A—Terms & Conditions

H. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Supplier shall comply with the following obligations:

1. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
2. for contracts whose subject matter covers the supply of Deliverables, to ensure for the duration of the contract that Deliverables or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such Deliverables or services are supplied or provided directly by the successful tenderer or by a Sub-Supplier;
3. to provide to the Client, upon request, adequate evidence corresponding to point (1) or (2) above;
4. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (1) or (2) above, of between 10% and 30% of the total value of the contract.

2. THE DELIVERABLES

A. The Supplier shall deliver the Deliverables at the time(s), to the location(s), and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties.

B. Unless otherwise stated in the Specification:

1. Where the Deliverables are delivered by the Supplier, the point of delivery shall be when the Deliverables are removed from the transporting vehicle at the Client's premises as notified to the Supplier. Where the Deliverables are collected by the Client, the point of delivery shall be when the Deliverables are loaded on the Client's vehicle.
2. Delivery shall include the unloading, stacking or installation of the Deliverables by the Supplier's staff, agents or carriers at such place as the Client or a duly authorised person shall reasonably direct.
3. The Deliverables shall be packed and marked in a proper manner and in accordance with the Client's instructions and any statutory requirements and any requirements of the carriers and

manufacturers. In particular the Deliverables shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights. The name of the contents shall be clearly marked on each container and all containers of hazardous Deliverables (and all documents relating thereto) shall bear prominent and adequate warnings.

4. Unless expressly agreed to the contrary, the Client shall not be obliged to accept delivery by instalments. If, however, the Client does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to other rights or remedies of the Client, entitle the Client to terminate the whole of any unfulfilled part of the Agreement without further liability to the Client.
5. The Client shall be under no obligation to accept or pay for any Deliverables delivered in excess of the quantity ordered. The risk in any over-delivered Deliverables shall remain with the Supplier.
6. The Client shall be under no obligation to accept or pay for any Deliverables supplied earlier than the date for delivery stated in the Specification.

C. Any Supplier pre-printed Terms and Conditions produced, signed or stamped by either Party and for whatever purpose during the Term and any Option Periods exercised are hereby disallowed.

D. Without prejudice to any general right to damages under this Agreement where the Supplier does not deliver the ordered amount within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct **[insert amount]** per week/day, or part thereof, for each week/day of late delivery of the value of the entire relevant invoice or order as liquidated damages up to a maximum amount of **[insert amount]**. Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

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

Annex A—Terms & Conditions

3. INSPECTION OF DELIVERABLES

A. The Client or its authorised representative may inspect (to include a call for advance samples) or test the Deliverables either completed or in the process of manufacture, during normal business hours on reasonable notice at the Supplier's premises (including the premises of any Sub-Supplier or agent) and the Supplier shall provide all reasonable assistance in relation to any such inspection or test free of charge. A failure to make a complaint at the time of any such inspection or test and / or the approval given during or after such inspection or test shall not constitute a waiver by the Client of any rights or remedies in respect of the Deliverables and the Client reserves the right to reject the Deliverables in accordance with Clause 3B.

B. The Client may, by written notice to the Supplier, reject any of the Deliverables which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Client of such Deliverables. If the Client rejects any of the Deliverables pursuant to this Clause the Client may (without prejudice to other rights and remedies) either:

1. treat the Agreement as discharged by the Supplier's breach and obtain a refund (if payment for the Deliverables has already been made) from the Supplier in respect of the Deliverables concerned together with payment of any additional expenditure reasonably incurred by the Client in obtaining other Deliverables in replacement provided that the Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Deliverables.

OR

2. have such Deliverables promptly, and in any event within **7** calendar days, either repaired by the Supplier or replaced by the Supplier with Deliverables which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred.

C. Rejected Deliverables shall be removed by the Supplier from the Client premises within **7** calendar days from the date of the notification to the Supplier of their rejection. In the event of failure by the Supplier to remove Deliverables within **7** calendar days of such notification, the Client may dispose of such Deliverables as he

sees fit and pending such removal, the Deliverables will remain with the Client at the risk of the Supplier. Any costs incurred by the Client relating to such disposal shall at the option of the Client be borne by the Supplier.

D. For the avoidance of doubt, the Client will be deemed to have accepted the Deliverables if it expressly states the same in writing or fails to reject the Deliverables in accordance with Clause 3B.

E. The issue by the Client of a receipt note for the Deliverables shall not constitute any acknowledgement of the condition, quantity or nature of those Deliverables, or the Client's acceptance of them.

F. The Supplier hereby guarantees the Deliverables for **12 months** from the date of delivery (the "Guarantee Period") against faulty materials or workmanship. The Client shall within such Guarantee Period, or within **7** calendar days thereafter, give notice in writing to the Supplier of any defect in any of the Deliverables as may have arisen during such Guarantee Period under proper and normal use. The Supplier shall (without prejudice to any other rights and remedies which the Client may have) promptly remedy such defects (whether by repair or replacement as the Client shall elect) free of charge, which replaced or repaired Deliverables shall also have the benefit of this Clause for the Guarantee Period.

4. RISK AND TITLE

A. The Deliverables ordered under this Agreement shall be delivered to any location specified by the Client, in Ireland, without limit to the number of locations, in the quantities and by the dates specified in the orders, unless otherwise stated. Any extension of the delivery time shall not constitute a general waiver or acquiescence on the part of the Client. All such Deliverables shall be delivered free of encumbrances or retention of title clauses or similar provision. The Charges quoted shall be based on the understanding that the Deliverables are to be delivered carriage paid to the various locations as specified in the order, along with the necessary delivery documentation. Pending such delivery, the Deliverables shall remain at the risk of the Supplier.

B. Title shall pass to the Client on payment for the Deliverables.

Annex A—Terms & Conditions

5. PAYMENT

- A.** Subject to the provisions of this Clause 5 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Annex C — Charges. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B.** Discharge of the Charges is subject to:
1. Compliance by the Supplier with the provisions of this Agreement including but not limited to any milestones, compliance schedules and / or operational protocols in place pursuant to Clause 11A from time to time;
 2. The furnishing by the Supplier of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Supplier pre-printed terms and conditions are hereby disallowed;
 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and / or the Deliverables for any billing period (including whether or not Deliverables have been accepted, rejected, satisfactorily repaired or replaced as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 4. The Client being in possession of the Supplier's current Tax Clearance Certificate. The Supplier shall comply with all applicable EU and domestic taxation law and requirements.
- C.** The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D.** Wherever under this Agreement any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Client in respect of any

breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

- E.** Where indicated in the Specification, the Charges shall include the cost of instruction of the Client's personnel in the use and maintenance of the Deliverables and such instructions shall be in accordance with the requirements detailed in the Specification.
- F.** The Charges shall be discharged as provided for in this Clause subject to the retention by the Client in accordance with Section 523 of the Taxes Consolidation Act 1997 of any Professional Services Withholding Tax payable to the Supplier. Any and all taxes applicable to the supply of the Deliverables will be the sole responsibility of the Supplier and the Supplier so acknowledges and confirms.

6. WARRANTIES, REPRESENTATIONS, AND UNDERTAKINGS

- A.** The Supplier acknowledges, warrants, represents, and undertakes that:
1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to supply the Deliverables hereunder;
 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the supply of the Deliverables (to include manufacture and distribution process) as they apply to the Supplier;
 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;

Annex A—Terms & Conditions

6. the status of the Supplier, as declared in the “Appendix A—Respondent Identification Form” dated **[Insert Date]** which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Supplier, remains unchanged; and
 7. the Client shall be under no obligation to purchase any minimum number or value of Deliverables.
- B.** The Supplier shall be and undertakes to be responsible for and to take due precautions for the safe custody of any Deliverables on his premises which are the property of the Supplier and shall insure the same against any form of loss or damage and the Supplier so acknowledges and confirms.
- C.** The Supplier confirms and undertakes that the Deliverables supplied will, at the time of delivery (and for the Guarantee Period), correspond to the description given by the Supplier in accordance with the Submission (to include any samples furnished thereunder) and the Specification and that the manufacture, distribution and processes employed will comply in all material respects with the representations made in the Submission. None of the provisions of the Sale of Goods Acts 1893 and 1980 shall be excluded or limited under this Agreement.
- D.** The Supplier undertakes to ensure that all and any necessary consents and / or licences are obtained and in place for the purposes of this Agreement. The Supplier hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential), liability, damages, claims, costs or expenses which arise by reason of any breach of third party intellectual property rights in so far as any such rights are used for the purposes of this Agreement.
- E.** The Supplier undertakes to notify the Client forthwith of any material change to the status of the Supplier with regard to the warranties, acknowledgements, representations and undertakings as set out in Clause 6A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

7. REMEDIES

- A.** The Supplier shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages, or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default, or fraud of the Supplier, its employees, Sub-Suppliers, or agents or any of them or as a result of the Supplier’s failure to exercise skill, care, and diligence as outlined in Clause 1. The terms of this Clause 7A shall survive termination of this Agreement for any reason.
- B.** Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Supplier’s indemnity under Clause 6D, neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C.** Should the Client find itself obliged to order elsewhere in consequence of the failure of the Supplier to deliver Deliverables of approved quality, the Client shall be entitled to recover from the Supplier any excess prices which may be paid by the Client.
- D.** Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E.** If for any reason the Client is dissatisfied with the performance of the Supplier, a sum may be withheld from any payment otherwise due calculated as follows: **[insert]** (“the Retention Amount”) which Retention Amount shall not at any given time exceed **[number]** per cent of the Charges. In such event the Client shall identify the particular Deliverables with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and / or remedy of the Deliverables as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Supplier but without any obligation to invest. The terms of this Clause 7E shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

Annex A—Terms & Conditions

8. CONFIDENTIALITY

- A.** Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement (“Confidential Information”) and shall not disclose same to any third party except to:
1. its professional advisers subject to the provisions of this Clause 8; or
 2. as may be required by law; or
 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this Clause 8; or
 4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and / or the Executive and / or the Civil Service) considers it necessary or appropriate to so comply.
- B.** The Supplier undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Annex B to the Goods and Services Contract (“the Confidentiality Agreement”). The obligations in this Clause 8 will not apply to any Confidential Information:
1. in the receiving Party’s possession (with full right to disclose) before receiving it from the other Party; or
 2. which is or becomes public knowledge other than by breach of this Clause; or
 3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C.** In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Supplier in respect of the request. The Supplier shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. The Client will consult the Supplier about this confidential or

commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations

- D.** The terms of this Clause 8 shall survive expiry, completion or termination for whatever reason of this Agreement.

9. FORCE MAJEURE

- A.** A ‘Force Majeure Event’ means an event or circumstance or combination of events and / or circumstances not within the reasonable control of the Affected Party (as defined in Clause 9B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Supplier (or Sub-Supplier or Agent) places of business.
- B.** In the event of any failure, interruption, or delay in the performance of either Party’s obligations (or of any of them) resulting from any Force Majeure Event, that Party (“the Affected Party”) shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
 2. the anticipated delay in the performance of obligations;
 3. the action proposed to minimise the impact of the Force Majeure Event;
- and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C.** If the Force Majeure Event continues for [##] calendar days either Party may terminate by providing a minimum of 14 days’ notice.

Annex A—Terms & Conditions

- D. In circumstances where the Supplier is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Supplier in accordance with the terms and conditions of this Agreement.

10. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving **three (3) months** written notice to the Supplier. This Agreement may be terminated by the Supplier, without liability for compensation or damages, by serving **three (3) months** written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under Clause 10A and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within **thirty (30) days** after receipt of a request in writing from the other Party;
 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Supplier which cannot, in the opinion of the Client, be removed by other means; and
 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Supplier.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:
1. that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Supplier
 2. that the Supplier (or its Sub-Supplier[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 or any subsequent amendments to same)

- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

11. CONTRACT MANAGEMENT

- A. The Client's Contact and the Supplier's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree on milestones, compliance schedules, and operational protocols as required by the Client from time to time. If requested in writing by the Client, the Supplier shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- B. The Supplier agrees to:
1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Supplier's obligations under this Agreement;
 2. maintain such records and comply with such reporting arrangements and protocols required by the Client from time to time;
 3. comply with all reasonable directions of the Client; and
 4. comply with the service levels and performance indicators set out in Annex D.
- C. The Client or its authorised representative may inspect the Supplier's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Supplier shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.
- D. The Supplier shall be required to hold for the Term and any Option Periods exercised reasonable levels of insurances commensurate to the nature of the Deliverables and shall immediately advise the Client of any material change to its insured status. The Supplier shall produce proof of current premiums paid upon request and where required produce valid certificates of insurance for inspection. The

Annex A—Terms & Conditions

Supplier shall carry out all directions of the Client with regard to compliance with this Clause 11D.

12. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the “Dispute”), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to **[Supplier contact]** within the Supplier and to the **Manager, Strategic Procurement and Supply Chain, RVEEH** within the Client respectively.
- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and / or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease or be suspended or delayed by the reference of a dispute to mediation. The Supplier shall comply fully with the requirements of the Agreement at all times.

13. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

14. NOTICES

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this Clause 14.
- B. All notices shall be deemed to have been served as follows:
 - 1. if personally delivered, at the time of delivery;
 - 2. if posted by registered post at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 - 3. if communicated by email, on the next calendar day following transmission.

15. ASSIGNMENT & SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party, or other transfer of a Party's rights or obligations under this Agreement (the “Assignment”) requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a Party's obligations at law, any subcontract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No

Annex A—Terms & Conditions

833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Supplier in relation to the status of the proposed Sub-Supplier(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

16. ENTIRE AGREEMENT

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

17. SEVERABILITY

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

18. WAIVER

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

19. NON-EXCLUSIVITY

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

20. MEDIA

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

21. CONFLICTS, REGISTRABLE INTERESTS, AND CORRUPT GIFTS

- A. The Supplier confirms that it has carried out a conflict of interest check and is satisfied that neither it nor any Sub-Supplier nor agent, as the case may be, has any conflicts in relation to the Deliverables and its obligations undertaken under this Agreement. The Supplier hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B. Any registrable interest involving the Supplier (and any Sub-Supplier or Agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Supplier (Sub-Supplier or Agent as the case may be) and the Supplier shall comply with the Client's directions in respect thereof to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act 1995 (as amended) a copy of which is available on request.
- C. The Supplier shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this Clause 21C or the commission of any offence by the Supplier, any Sub-Supplier, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Supplier of the amount or value of any such gift, consideration or commission.

Annex A—Terms & Conditions

22. ACCESS TO PREMISES

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

23. ANTI-SOLICITATION, ETHICAL CONDUCT, AND CONTROLLED ACCESS

- A. Notwithstanding Clause 22, the Supplier shall not, at any time during the Term of this Agreement (including any extension or renewal), directly or indirectly solicit, approach, contact, visit, or otherwise engage with any employee, officer, clinician, consultant, nurse, allied health professional, volunteer, or other personnel of RVEEH ("Hospital Personnel") for the purpose of marketing, promoting, presenting, offering, demonstrating, discussing, or supplying any Deliverables, services, samples, pamphlets, promotional items, or marketing materials, unless expressly authorised in advance and in writing by RVEEH's Strategic Procurement and Supply Chain Management department.
- B. Uninvited or unannounced attendance by the Supplier or any Supplier Representative at RVEEH premises, facilities, wards, offices, clinics, or affiliated locations for any promotional or commercial/business development purpose is strictly prohibited, irrespective of whether samples, pamphlets, or promotional items are physically distributed.
- C. All interactions between Supplier Representatives and Hospital Personnel, including any discussions relating to goods, services, products, pricing, specifications, samples, or promotional information, must be coordinated through, and pre-approved in writing by, the Strategic Procurement and Supply Chain Management department.

- D. The Supplier shall ensure that its employees, agents, representatives, Sub-Suppliers, and affiliates ("Supplier Representatives") comply fully with the requirements of this Clause 23.
- E. RVEEH reserves the right, at its sole discretion, to treat any unauthorised solicitation of Hospital Personnel, or unauthorised provision of samples or promotional materials, as a material breach where such conduct:
 - a. Compromises procurement integrity;
 - b. Interferes with clinical operations; or
 - c. Exposes RVEEH to regulatory, reputational, or governance risk.
- F. The Supplier shall promptly provide identification and contact information for Supplier Representatives seeking to engage with the Hospital in any matter related to the subject matter of this Agreement and shall not permit any Supplier Representative to contact Hospital Personnel outside of the approved process.
- G. Notwithstanding the foregoing, Supplier Representatives may communicate with members of the Strategic Procurement and Supply Chain Management department for the purpose of contract performance, routine administration, negotiation of renewals or extensions, clarification of contractual obligations, or other authorised business purposes.
- H. All requests for the distribution of new product information, demonstration, samples, or promotional materials must be formally requested and approved in writing by the Strategic Procurement and Supply Chain Management department before any such materials are delivered or presented.
- I. Remedies for Breach
 - a. **Notice of Breach.** RVEEH shall notify the Supplier in writing of any breach of this Anti-Solicitation Clause. The Supplier shall have ten (10) Business Days from receipt of such notice to cure the breach to the reasonable satisfaction of RVEEH.
 - b. **Suspension.** If the breach is not cured within the specified cure period, or if RVEEH reasonably determines that the breach is material or ongoing, RVEEH may suspend performance of this Agreement or any related purchase orders, including stopping deliveries, withholding payment, or restricting Supplier access to Hospital premises, until such time as the breach is resolved to RVEEH's satisfaction.

Annex A—Terms & Conditions

- c. **Termination.** In the event of a material or repeated breach that is incapable of cure or that recurs after cure, RVEEH may permanently terminate this Agreement for cause, in addition to any other rights or remedies available at law or in equity. Termination shall be effective upon written notice to the Supplier.
- d. **No Waiver.** The failure of RVEEH to enforce any provision of this Anti-Solicitation Clause shall not constitute a waiver of its rights to enforce such provision or any other provision at any time.
- J. The Supplier shall indemnify and hold harmless RVEEH from and against any and all losses, damages, costs, fines, penalties, liabilities, claims, or expenses (including legal fees) arising out of or relating to any breach of this Anti-Solicitation Clause.
- K. This Anti-Solicitation Clause is intended to ensure compliance with the principles of transparency, equal treatment, proportionality, and non-discrimination as reflected in:
 - a. Directive 2014/24/EU on public procurement, as transposed into Irish law by the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016); and
 - b. Applicable national and organisational procurement policies governing public healthcare bodies.
- E. The Parties must indicate their acceptance or rejection of the change control request and / or Impact Assessment within a reasonable timeframe following its completion and submission for review, subject to a maximum of **twenty (20)** calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and / or the Schedules should be updated and revised as appropriate and in writing.
- G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- H. The Supplier and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the supply of the Deliverables then the Supplier will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

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

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

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

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

24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Supplier or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the supply of the Deliverables (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").
- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.

Annex A—Terms & Conditions

of the Data Protection Commission or other supervisory authority for data protection in Ireland.

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

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

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

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

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

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Supplier is the Data Processor in respect of Data which is Personal Data. This Clause 25 sets out the scope, nature and purpose of Processing by the Supplier, the duration of the Processing and the types of Personal Data and categories of Data Subject.

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

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

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

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

- i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
- ii. the data subject has enforceable rights and effective legal remedies;
- iii. The Supplier complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
- iv. The Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

E. The Supplier shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Supplier shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Supplier shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Supplier shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union

Annex A—Terms & Conditions

applicable to the Supplier to store the Personal Data.

- I. The Supplier shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and / or inspections of the Supplier's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Supplier in any way for the provision of the services. The Supplier shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Supplier shall fully comply with and implement policies which are communicated or notified to the Supplier by the Client from time to time.
- K. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Supplier shall:
1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data
 2. ensure that a back-up copy of any and all such Personal Data is made **[insert frequency]** and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 3. in such an event and if attributable to any default by the Supplier or any Sub-Supplier, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. No subprocessor may be appointed without RVEEH's prior written approval and inclusion in a revised Data Processing Agreement.
- N. Save for Clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Supplier in this Clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.

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

SIGNED FOR AND ON BEHALF OF THE CLIENT

(being a duly authorised officer)

WITNESS

SIGNED FOR AND ON BEHALF OF THE SUPPLIER

WITNESS

—END ANNEX A—

Annex B—Confidentiality Agreement

THIS AGREEMENT IS MADE ON THE

[date] DAY OF [month] 2026

BETWEEN:

**Royal Victoria Eye and Ear Hospital of
Adelaide Road, Dublin 2, D02 XK51**

(“the Contracting Authority”)

and

[Supplier's full legal name], of [Address:]

(“the Supplier”)

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

WHEREAS:

A. By Request for Quotation entitled “**Self-Service Kiosk Terminals, Kiosk OS Integration, and Associated Software Licensing**” (the “RFQ”) the Contracting Authority invited quotations (“Responses”) for the provision of the Deliverables/Services described in Schedule A to the RFQ (the “Deliverables”; the “Services”) (“the Competition”). The Supplier submitted a response to the RFQ dated [DD MMM YYYY].

The Supplier has been identified as a successful bidder in the Competition.

B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”), certain confidential information as defined at Clause 2 of this Agreement, will be furnished to the Supplier. The Confidential Information is confidential to the Contracting Authority.

NOW IT IS HEREBY AGREED

1. The Supplier acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement “Confidential Information” means:
 - i. unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Deliverables/Services under the Contract and all and any information supplied or made available to the Supplier (to include employees, agents, Sub-Suppliers and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - ii. any and all information which has been derived or obtained from information described in sub-paragraph 2(i).
3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data

Annex B—Confidentiality Agreement

Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Supplier agrees in respect of the Confidential Information:

- i. to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- ii. not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
 - (a) to those employees, agents, Sub-Suppliers and other suppliers on a need-to-know basis; and / or
 - (b) to the Supplier’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Supplier

PROVIDED ALWAYS that the Supplier shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

- i. in the Supplier’s possession (with full right to disclose) before receiving it from the Contracting Authority; or
- ii. which is or becomes public knowledge other than by breach of this Clause; or
- iii. is independently developed by the Supplier without access to or use of the Confidential Information; or

- iv. is lawfully received from a third party (with full right to disclose).

6. The Supplier undertakes:

- i. to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);
- ii. to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;
- iii. upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Supplier in electronic form. The Supplier will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Supplier shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Supplier so acknowledges and confirms.

8. The Supplier shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting

Annex B—Confidentiality Agreement

Authority and in the manner agreed in writing between the Parties.

9. The Supplier agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.

10. The Supplier agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Supplier hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

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

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

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

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

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

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

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

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

The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Supplier is the Data Processor in respect of Confidential Information which is Personal Data. The scope, nature and purpose of Processing by the Supplier, the duration of Processing, the types of Personal Data, and the categories of Data Subject shall be as set out in the RFQ, the Submission, any agreed Data Processing Agreement, and any data-processing schedule approved by RVEEH.

Without prejudice to the generality of this Clause 11, the Supplier shall, in relation to any Confidential Information which is Personal Data:

- i. process that Personal Data only on the written instructions of the Contracting Authority;
- ii. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- iii. ensure that all personnel who have access to and / or process Personal Data are obliged to keep the Personal Data confidential;
- iv. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - (a) appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) The Supplier complies with its obligations under the Data Protection

Annex B—Confidentiality Agreement

Laws by providing an adequate level of protection to any Personal Data that is transferred; and

- (d) The Supplier complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data.
- v. The Supplier shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

The Supplier shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

The Supplier shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

The Supplier shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to store the Personal Data.

The Supplier shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and / or inspections of the Supplier's facilities, and to have access to all data protection, confidentiality

and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Supplier in any way for the provision of the services. The Supplier shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.

The Supplier shall fully comply with and implement policies which are communicated or notified to the Supplier by the Contracting Authority from time to time.

The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.

The Supplier shall:

- i. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
- ii. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
- iii. in such an event and if attributable to any default by the Supplier or any Sub-Supplier, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

Annex B—Confidentiality Agreement

The Contracting Authority does not consent to the Supplier appointing any third-party processor of Personal Data under this agreement without the prior written consent of the Contracting Authority.

Save for Clauses 11(ii), 11(iii), 11(iv)(d) and 11(v), all the obligations on the Supplier in this Clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED FOR AND ON BEHALF OF THE CLIENT

(being a duly authorised officer)

WITNESS

SIGNED FOR AND ON BEHALF OF THE SUPPLIER

WITNESS

—END ANNEX B—

Annex C—Charges

To be promulgated in accordance with Respondent’s
Appendix B— Self-Service Kiosk Solution Pricing Table

Annex D—Service Levels

1. General Service Obligations

The Supplier shall provide a reliable, secure, supportable and operational self-service patient check-in kiosk solution in accordance with:

- A. the RFQ;
- B. the Supplier's Submission;
- C. Schedule A to the RFQ;
- D. this Agreement; and
- E. all agreed implementation, support, maintenance, hosting, data protection and service-level obligations.

The Service Levels apply to the complete solution, including as applicable:

- A. kiosk hardware;
- B. kiosk operating system configuration;
- C. patient check-in application and kiosk client software;
- D. backend/server or hosted application components;
- E. software licences;
- F. patient-system integration and interface services;
- G. hosting or cloud services, where applicable;
- H. printer, scanner or peripheral components;
- I. implementation, configuration, testing, training and go-live services;
- J. annual support and maintenance; and
- K. any optional modules or components incorporated into the Contract.

The Supplier shall be responsible for the performance of the complete solution, including any components, services, hosting arrangements, subcontractors, subprocessors, third-party software providers or hardware providers relied upon by the Supplier.

The Supplier shall ensure that the solution remains safe for use in a public healthcare environment, protects patient confidentiality, supports continuity of front-of-house operations, and remains compliant with applicable security, data protection, accessibility and service requirements throughout the Term and any Option Period(s) exercised

2. Solution Availability

- 2.1 The Supplier shall ensure that the core check-in solution is available for operational use during RVEEH's required operational hours, excluding agreed planned maintenance.

A. Service Level Target

Core solution availability: $\geq 99.5\%$ during agreed operational hours, measured monthly, excluding planned maintenance approved in advance by RVEEH

B. Measurement

Availability shall be measured by system monitoring, support records, incident records, interface logs and any other evidence reasonably required by RVEEH

- 2.2 Where the proposed solution is hosted, cloud-hosted, Supplier-hosted or hybrid, the Supplier shall ensure that hosting arrangements support the availability target above and shall provide RVEEH with evidence of hosting availability, resilience and monitoring on request:

3. Kiosk Hardware Availability

- 3.1 The Supplier shall ensure that each deployed kiosk remains operational, safe, secure and available for patient use during agreed operational hours.

A. Service Level Target

Individual kiosk availability: $\geq 98.5\%$ during agreed operational hours, measured monthly, excluding downtime caused by RVEEH infrastructure failure, planned maintenance approved by RVEEH, or physical damage not caused by the Supplier

B. Measurement

Kiosk availability shall be measured by remote monitoring, kiosk status logs, incident tickets, support records and local RVEEH reporting

Annex D—Service Levels

3.2 The Supplier shall provide prompt repair, replacement or workaround support where a kiosk is unavailable or materially degraded.

A. Service Level Target

For a kiosk outage affecting patient check-in operations:

- (i) remote assessment commenced within four (4) Business Hours;
- (ii) workaround or restoration plan provided within one (1) Business Day; and
- (iii) repair, replacement or agreed workaround completed within five (5) Business Days, unless otherwise agreed with RVEEH.

4. Patient-System Integration & Interface Service Levels

4.1 The Supplier shall support the agreed patient-system integration and shall ensure that interface transactions are transmitted, acknowledged, monitored, reconciled and recoverable.

A. Service Level Target

The integration shall support:

- (i) patient and/or appointment lookup or validation;
- (ii) check-in or arrival-status transmission
- (iii) receipt and processing of acknowledgements
- (iv) prevention of duplicate check-in transactions
- (v) error logging and exception handling
- (vi) queueing and retry, where applicable; and
- (vii) reconciliation of failed, delayed or incomplete transactions.

B. Measurement

Interface performance shall be measured using interface logs, records, error queues, reconciliation reports, incident records and such other technical evidence as RVEEH may reasonably require.

4.2 Interface failures shall be managed so that they do not silently discard transactions, incorrectly mark a patient as arrived, create duplicate arrivals, or expose unnecessary patient information.

A. Service Level Target

Critical interface incidents affecting active check-in operations shall be treated as Severity 1 or Severity 2 incidents, depending on operational impact.

5. Incident Severity, Response and Restoration Targets

5.1 The Supplier shall classify and manage incidents according to severity and operational impact.

A. Severity 1 — Critical Incident

Definition: A complete outage of the core check-in solution, a complete outage of the patient-system integration, a confirmed data protection or security incident, or any failure that creates a material risk to patient confidentiality, patient flow or safe operation.

Response Target: Initial response within one (1) hour.

Restoration / Workaround Target: Restoration or agreed operational workaround within four (4) hours.

B. Severity 2 — Major Incident

Definition: A material degradation affecting one or more kiosks, the integration, hosting, reporting, printer/peripheral operation or administrative functionality, where patient check-in can continue only with reduced capacity or manual intervention.

Response Target: Initial response within four (4) Business Hours.

Restoration / Workaround Target: Restoration or agreed operational workaround within one (1) Business Day.

Annex D—Service Levels

C. Severity 3 — Standard Incident

Definition: A non-critical fault, defect or support issue that does not materially prevent patient check-in but requires correction.

Response Target: Initial response within one (1) Business Day.

Restoration / Workaround Target: Correction, workaround or agreed action plan within five (5) Business Days.

D. Severity 4 — Service Request/Minor Issue

Definition: A general support request, information request, minor configuration query, documentation query, low-impact defect or non-urgent service request.

Response Target: Initial response within two (2) Business Days.

Restoration / Workaround Target: Completion or agreed action plan within ten (10) Business Days.

5.2 Where an incident cannot be resolved within the target period, the Supplier shall provide RVEEH with:

- A. the reason for delay;
- B. the operational workaround, where available;
- C. the expected resolution timeframe;
- D. the person or team responsible for resolution; and
- E. the escalation path.

6. Support Hours and Escalation

6.1 The Supplier shall provide support during standard Business Hours at a minimum. Respondent's enhanced support hours, out-of-hours support, and/or emergency support arrangements shall be as described within the Respondent's Response:

A. Service Level Target

Support shall be available at least Monday to Friday, excluding Irish public holidays, during the hours agreed in the Contract.

6.2 The Supplier shall provide a documented escalation process, including:

- A. helpdesk or support-channel details;
- B. severity definitions;
- C. escalation contacts;
- D. management escalation route;
- E. out-of-hours escalation route, where provided;
- F. customer account-management contact; and
- G. process for escalating unresolved or repeated incidents

7. Planned Maintenance

7.1 The Supplier shall not carry out planned maintenance that may affect operational use of the solution without advance notice to, and approval by, RVEEH.

A. Service Level Target

The Supplier shall provide at least ten (10) Business Days' notice of planned maintenance, except where urgent security or emergency maintenance is required

7.2 Planned maintenance shall, where reasonably practicable, be scheduled outside RVEEH's agreed operational hours.

7.3 The Supplier shall provide a maintenance notice including:

- A. reason for maintenance;
- B. affected services;
- C. expected start and end time;
- D. expected user impact;
- E. rollback plan;
- F. contact point during the maintenance window; and
- G. confirmation when maintenance has completed.

Annex D—Service Levels

8. Security Patching and Vulnerability Remediation

8.1 The Supplier shall maintain the security of the solution throughout the Term, including kiosk endpoints, software components, server or hosted components, third-party dependencies and remote-support arrangements:

A. Service Level Target

Critical security vulnerabilities shall be remediated, mitigated or have an agreed action plan within five (5) Business Days of discovery or notification.

B. Service Level Target

High-risk security vulnerabilities shall be remediated, mitigated or have an agreed action plan within ten (10) Business Days of discovery or notification.

C. Service Level Target

Medium and low-risk vulnerabilities shall be addressed within a reasonable timeframe agreed with RVEEH and prioritised according to risk.

8.2 The Supplier shall notify RVEEH without undue delay of any security vulnerability, security incident, data compromise, unauthorised access, malware event, remote-access compromise or other cyber event that may affect the solution or RVEEH data

9. Data Protection, Backup, Retention & Restoration

9.1 The Supplier shall maintain technical and organisational measures sufficient to protect all Personal Data, Confidential Information, transaction records, support logs and configuration data processed by or through the solution.

9.2 Where the solution stores RVEEH data, the Supplier shall provide documented backup, retention, restoration and deletion arrangements

A. Service Level Target

Backup frequency, retention period, Recovery Time Objective and Recovery Point Objective shall be agreed before go-live and documented in the implementation or service-management documentation.

9.3 The Supplier shall demonstrate restoration capability on request by RVEEH, acting reasonably.

9.4 The Supplier shall not retain patient-identifying data, support data or transaction data for longer than required for the agreed operational, legal, audit or support purpose.

10. Printer, Scanner, & Peripheral Support

10.1 Where printers, scanners, media players, display screens or other peripheral components form part of the solution, the Supplier shall support those components in accordance with the Contract:

A. Service Level Target

Printer, scanner or peripheral faults affecting patient check-in shall be responded to according to the applicable incident severity.

10.2 The solution shall identify or report, where technically available:

- A. printer offline status;
- B. paper-low or paper-out conditions;
- C. printer jam or fault conditions;
- D. scanner or peripheral failure;
- E. kiosk offline status;
- F. application failure; and
- G. device restart or recovery events.

10.3 Where a printer or peripheral fault prevents completion of the normal patient journey, the solution shall provide an appropriate on-screen message and route to staff assistance.

Annex D—Service Levels

11. Implementation, Testing and Acceptance Support

11.1 The Supplier shall support implementation, testing and acceptance activities in accordance with the agreed implementation plan.

A. Service Level Target

The Supplier shall provide timely support for:

- (i) technical design;
- (ii) workflow configuration;
- (iii) interface setup;
- (iv) system testing;
- (v) integration testing;
- (vi) user acceptance testing;
- (vii) issue resolution;
- (viii) go-live readiness assessment;
- (ix) go-live support; and
- (x) transition to support.

11.2 The solution shall not be treated as accepted until RVEEH confirms that agreed acceptance criteria have been achieved.

11.3 Open defects, unresolved risks or incomplete documentation may delay acceptance, go-live or commencement of support charges.

12. Training, Knowledge Transfer and Documentation

12.1 The Supplier shall provide training and documentation sufficient to enable RVEEH to operate, support, administer and govern the solution appropriately.

A. Service Level Target

Training and documentation shall be provided before go-live unless otherwise agreed by RVEEH.

12.2 Training and documentation shall cover, as applicable:

- A. patient-services user procedures;
- B. system-administrator procedures;
- C. ICT support procedures;
- D. kiosk restart and basic local checks;
- E. printer paper replenishment and first-line peripheral checks;

- F. incident logging and escalation;
- G. reporting and audit review;
- H. configuration changes;
- I. accessibility and patient-assistance workflows; and
- J. business-continuity procedures.

12.3 The Supplier shall provide updated documentation following material configuration, software, hosting, support or process changes.

13. Reporting and Service Review

13.1 The Supplier shall provide service reporting as reasonably required by RVEEH.

A. Service Level Target

Service reports shall be provided quarterly or as otherwise agreed with RVEEH.

13.2 Service reports may include:

- A. solution availability;
- B. kiosk availability;
- C. incident volumes by severity;
- D. response and restoration performance;
- E. unresolved incidents and risks;
- F. interface incidents;
- G. failed or delayed transactions;
- H. support requests;
- I. hardware faults;
- J. printer or peripheral faults;
- K. patching and update history;
- L. security incidents;
- M. hosting availability, where applicable;
- N. training delivered;
- O. change requests; and
- P. continuous-improvement actions.

13.3 The Supplier shall participate in quarterly service review meetings or such other service review meetings as RVEEH may reasonably request.

Annex D—Service Levels

14. Change, Upgrade and Release Management

- 14.1 The Supplier shall not make material changes to the solution, including hosting, subprocessors, software architecture, interface arrangements, remote-support arrangements or material security controls, without RVEEH's prior written approval.
- 14.2 The Supplier shall provide advance notice of proposed upgrades, releases or changes that may affect:
 - A. patient-facing functionality;
 - B. integration behaviour;
 - C. hosting or data residency;
 - D. data protection or security;
 - E. kiosk operating system configuration;
 - F. performance;
 - G. reporting;
 - H. user administration; or
 - I. support arrangements.
- 14.3 Any material change shall be subject to testing and approval before production use.

15. Business Continuity and Disaster Recovery

- 15.1 The Supplier shall maintain business-continuity and disaster-recovery arrangements appropriate to the solution and its role in RVEEH front-of-house operations.
- 15.2 Where hosted, cloud-hosted or Supplier-hosted services are proposed, the Supplier shall provide documented disaster-recovery arrangements, including:
 - A. hosting location;
 - B. backup location;
 - C. resilience model;
 - D. monitoring arrangements;
 - E. Recovery Time Objective;
 - F. Recovery Point Objective;
 - G. restoration process; and
 - H. testing frequency.

- 15.3 The Supplier shall support RVEEH in maintaining a manual or alternative operational process for patient check-in during solution outage, interface outage or planned maintenance.

16 Service Level Failures and Remedies

- 16.1 A failure to meet any Service Level shall constitute a service-level breach.
- 16.2 Where a service-level breach occurs, the Supplier shall provide:
 - (i) incident summary;
 - (ii) root cause analysis;
 - (iii) corrective action plan;
 - (iv) preventative action plan;
 - (v) expected completion date;
 - (vi) named owner; and
 - (vii) confirmation when corrective action is complete.
- A. Service Level Target
Root cause analysis for Severity 1 and Severity 2 incidents shall be provided within five (5) Business Days of resolution unless otherwise agreed with RVEEH.
- B. Service Level Target
Corrective action plans for repeated or material failures shall be agreed within ten (10) Business Days of RVEEH's request unless otherwise agreed with RVEEH.
- 16.3 Repeated or material service-level failures may give rise to contractual remedies, including escalation, withholding of payment, service improvement requirements, reduction of scope, termination or any other remedy available under the Contract or at law.

Annex D—Service Levels

17. Continuous Improvement

17.1 The Supplier shall work collaboratively with RVEEH to:

- A. improve patient-flow efficiency;
- B. reduce avoidable manual administration;
- C. improve kiosk usability and accessibility;
- D. reduce recurring incidents;
- E. improve interface reliability;
- F. improve reporting and operational visibility;
- G. reduce avoidable support dependency;
- H. maintain security and supportability; and
- I. enhance value for money over the Term.

17.2 The Supplier shall identify reasonable opportunities for service improvement during service review meetings and shall cooperate with RVEEH in assessing those opportunities.

SIGNED FOR AND ON BEHALF OF THE CLIENT

(being a duly authorised officer)

WITNESS

SIGNED FOR AND ON BEHALF OF THE SUPPLIER

WITNESS