Coimisiún na Meán

REQUEST FOR TENDERS

Open Procedure

Request for Tender for the Implementation of the Legal Services Division (LSD) Operating Model

Deadline for receipt of Tenders:	**31 August 2026 at 15:00**
Deadline for queries:	**20 August 2026 at 15:00**
All queries must be submitted via the eTenders messaging function.	
Responses to clarifications will be posted on www.etenders.gov.ie	
Tenders must be submitted electronically through www.etenders.gov.ie only. Tenders submitted by email, post, hand delivery or any other means will not be accepted.	

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1. INTRODUCTION

1.1 Information about Coimisiún na Meán

Coimisiún na Meán ("the Commission") is Ireland's independent media regulator and development agency, established on 15 March 2023 under the Online Safety and Media Regulation Act 2022, succeeding the Broadcasting Authority of Ireland (BAI).

The Commission is responsible for developing and regulating a thriving, diverse, creative, safe and trusted media landscape in Ireland. Its remit spans the regulation of broadcasters, video-on-demand services and certain online services, while also supporting the sustainable development of the Irish media sector through funding, research, policy development and sectoral initiatives.

The Commission exercises a broad range of statutory functions under Irish and European legislation. These include the implementation and enforcement of the Online Safety Framework established under the Online Safety and Media Regulation Act 2022, regulation under the revised Audiovisual Media Services Directive (AVMSD), and responsibilities under the EU Digital Services Act, including acting as Ireland's Digital Services Coordinator.

The Commission also administers media funding schemes, promotes media plurality and innovation, supports public service media, advances media literacy, and works to foster equality, diversity, inclusion and sustainability across the media sector. It has statutory responsibilities in relation to the Irish language and collaborates with national and international partners to support a safe and trusted media environment.

The Commission is led by an Executive Chairperson and four Commissioners, who collectively comprise the Commission and are responsible for the strategic direction and governance of the organisation.

2. SCOPE OF CONTRACT

The Commission is seeking to appoint a suitably qualified service provider to provide consultancy services in support of the development and implementation of priority recommendations arising from the Legal Services Division ("LSD") Operating Model Review, including recommendations relating to the Governance and Mandate, Service Delivery and Functional Processes workstreams.

The successful Tenderer will be required to provide the services described in Appendix 1 – Specification of Services and in accordance with the terms and conditions set out in this Request for Tenders and the Contract.

The envisaged duration of the Contract is approximately six (6) months from the Commencement Date, with an option, exercisable by the Commission at its sole discretion, to extend the Contract for up to three (3) additional periods of two (2) months each, subject to satisfactory performance, continuing need, budget availability and compliance with applicable procurement law. The estimated maximum value of the Contract, inclusive of all extension options, is €58,000 exclusive of VAT.

This procurement is being conducted by way of an Open Procedure and will be advertised through the eTenders platform.

The Commission reserves the right to procure related, additional or similar services outside the scope of this Contract where it is entitled to do so in accordance with applicable procurement law.

3. BUDGET, PAYMENT AND COSTS

The Commission anticipates that the maximum budget available for this Contract is **€58,000 exclusive of VAT**, inclusive of all extensions and options. This figure represents the maximum amount available and does not constitute a commitment by the Commission to draw down services to this value.

Tenderers must ensure that all costs submitted are accurate, complete and inclusive of all costs associated with the delivery of the Services, including management, administration, travel, subsistence, expenses and any other charges, unless expressly stated otherwise in this RFT.

All prices must be submitted in Euro (€) and exclusive of VAT.

Payment will be made following receipt of valid, complete and accurate invoices, subject to satisfactory delivery of the Services and in accordance with the payment terms set out in **Appendix 2 – Terms and Conditions of Supply of Services**.
The Commission will not be responsible for any errors, omissions or miscalculations in pricing submitted by Tenderers.

4. INSTRUCTIONS TO TENDERERS

4.1 Tender Documents - Ambiguity, Discrepancy, Error, Omission

If a Tenderer considers that it is missing any document or information which would prevent the submission of a comprehensive Tender, the Tenderer should notify the Commission via the eTenders messaging function as soon as possible.

Tenderers shall immediately notify the Commission if they become aware of any ambiguity, discrepancy, error or omission in the Request for Tenders. Upon receipt of such notification, the Commission shall issue a written clarification or ruling, which shall be communicated to all Tenderers via eTenders and shall form part of the Request for Tenders.

4.2 Deadline for receipt of tenders

The deadline for receipt of Tenders is **31 August 2026 at 15:00.**

4.3 Queries

All queries relating to this competition must be submitted via the **eTenders messaging function**.

Clarifications and responses will be issued through eTenders and will be made available to all Tenderers to ensure equal treatment.

Deadline for queries: 20 August 2026 at 15:00

4.4 Submission of tenders

Tenders must be submitted electronically via www.etenders.gov.ie.

Tenders submitted by any other means, including hard copy, email or fax, will not be considered. Late Tenders will not be accepted.

4.4.1 Format for submission of tenders

Tender submissions must be completed using the **Tender Response Document**.

Tenderers should note that page limits apply to certain qualitative award criteria, as specified in the Tender Response Document.

The format of the Tender Response Document must be complied with, and each requirement must be responded to in the order set out in the document.

The Tender Response Document is provided in Word format to allow additional pages or text boxes to be inserted where necessary. Tenderers must **not** submit responses to award criteria in separate appendices or standalone documents.

4.5 Qualification of tenders

Qualifications, conditions or caveats attached to a Tender may be regarded as a counteroffer and may result in the Tender being deemed non-compliant and rejected.

4.6 Modifications to tenders prior to the closing date for receipt of tenders

Tenderers may modify or withdraw their Tender at any time prior to the deadline for receipt of Tenders by submitting a revised Tender via eTenders.

The most recent valid submission received via eTenders by the deadline will be deemed to be the Tenderer's final Tender. No modifications will be accepted after the deadline.

4.7 Extension of tender period

The Commission reserves the right, at its sole discretion, to extend the deadline for receipt of Tenders by issuing a notice to Tenderers via eTenders prior to the original closing date.

4.8 Cost of preparation of tender

The Commission will not be liable for any costs incurred by Tenderers in the preparation or submission of Tenders or in relation to any associated activities. Tenderers are responsible for ensuring that they fully understand the requirements of this Request for Tenders and for any costs incurred in attending clarification or other meetings, where required.

4.9 Tender Validity Period

Tenders shall remain valid for a period of **six (6) months** from the deadline for receipt of Tenders.

4.10 Currency

Tender prices may be submitted in Euro only. All invoices and payments will be in Euro only.

4.11 Confidentiality

This Request for Tenders is issued solely for the purpose of obtaining Tenders for the services described herein and does not confer any right to use the documentation for any other purpose.

Tenderers shall treat all information supplied in connection with this competition as confidential. The Commission will use reasonable endeavours to treat confidential information received from Tenderers as confidential, subject to its obligations under applicable law, including the Freedom of Information Acts.

4.12 Conflict of interest

Any conflict of interest involving a tenderer must be fully disclosed to The Commission. Any registerable interest involving the tenderer and The Commission or employees of The Commission or their relatives must be fully disclosed in the Tender or should be communicated to The Commission immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of contract. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate the award of contract, depending on when the conflict of interest comes to light.

4.13 Freedom of Information Act

Each of the parties will undertake to use their reasonable endeavours to hold confidential any confidential information received from the other party, subject to The Commission's obligations under law, including (if applicable) the provisions of the Freedom of Information Act 2014. The tenderer will agree that, should it wish any confidential information supplied by it to The Commission not to be disclosed, because of its commercial sensitivity, it will, when supplying such information, identify same and specify the reasons for its sensitivity. The Commission will consult with the tenderer about such sensitive information before making a decision regarding release of such information under the Freedom of Information Act 2014. However, The Commission will give no undertaking or assurance that such information will not be released under the provisions of the Freedom of Information Act 2014 and the final decision on whether or not to release such information rests with The Commission or as set out in the Freedom of Information Act 2014.

4.14 Data protection

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

The Commission will be a data controller (where Data Controller has the meaning given to it under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given to it under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

The Tenderer, as Data Controller in respect of any data provided by it in its Tender, is required to confirm in the statement required in the Form of Tender in Tender Response Document that all Data Subjects (where Data Subject has the meaning given to it under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, The Commission and the assessment panel for the purposes of the participation of the Tenderer in this Competition or that the Tenderer has a legal basis for providing such Personal Data to The Commission for the purposes of its participation in this Competition.

Note to tenderers: If providing personal data, please provide ALL personal data in a separate appendix to the main body of your tender submission.

4.15 Tax Clearance Certificate

It will be a condition for the award of contract that the tenderer can demonstrate tax clearance throughout the lifetime of the contract. See Irish Revenue web site www.revenue.ie.

4.16 Irish Legislation

Tenderers should be aware that Irish national legislation applies in matters such as employment, working hours, official secrets, data protection, and health and safety. All relevant aspects of such legislation must be observed at all times by the successful service providers.

Tenderers must also have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing tenders and delivering services under a contract.

4.17 Determination of responsiveness

After the official opening of tenders, The Commission or its staff or agents will determine whether each tender is substantially responsive to the requirements of the request for tenders.

If a material deviation exists that limits in any substantial way The Commission's rights or the tenderer's obligations under the contract, the tender shall be rejected.

4.18 Clarification of tenders

Without prejudice to the conduct of the open procedure, to assist in the examination and comparison of tenders, The Commission may ask tenderers for clarification of aspects of their tenders, including a breakdown of the financial proposal or other information.

4.19 Consortia and Prime/Subcontractors

Where a group of undertakings submit a tender in response to this RFT, The Commission will deal with all matters relating to this public procurement competition through the entity who will carry overall responsibility for the performance of the contract only ("Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members.

4.20 Correction of errors

The Commission may examine Tenders for arithmetical errors. Where there is a discrepancy between figures and words, the amount in words shall prevail. Where there is a discrepancy between a unit rate and an extended total, the unit rate shall prevail unless the Commission determines that a manifest error has been made. Any correction will be notified to the Tenderer for confirmation. Where a Tenderer does not accept the correction, the Commission may reject the Tender.

4.21 Interference

Any effort by the tenderer to unduly influence The Commission, relevant The Commission personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

4.22 Inducements to purchase

The Commission shall be entitled to disqualify a tenderer in the following circumstances:

- If the tenderer has offered or given or agreed to give to any person any gift or consideration 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 contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with The Commission, or

- If like acts have been done by any other person employed by the tenderer or acting on its behalf (whether with or without the knowledge of the tenderer).

The Competition Act, 2014 makes it a criminal offence for tenderers to collude on prices or terms in a public tender procedure. Where The Commission has reasonable grounds to believe that a tenderer may have been involved in collusion, it shall be entitled to exclude such tenderer from the competition at its sole discretion.

4.23 "Or Equivalent"

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

4.24 Notification of tender evaluations

All tenderers will be informed of the outcome of their tender following tender evaluation and subsequent clarifications (if any), as well as of any decisions reached regarding the award of this contract.

4.25 Award to runner-up

If for any reason it is not possible to conclude the contract with the designated successful tenderer emerging from this competitive process; or if having concluded the contract The Commission considers that the successful tenderer has not met, or cannot meet its obligations; The Commission reserves the right to award the next highest scoring tenderer the contract on the basis of the same terms at any time during the tender validity period. This shall be without prejudice to the right of the Coimisiún to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.26 Payment

The Coimisiún operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012 as amended.

4.27 Terms and Conditions

A copy of The Commission's Terms and Conditions is available in Appendix 2. Tenderers must submit their Tenders on the basis of the Terms and Conditions applicable at the date of Tender submission. The Commission intends to enter into contracts for services based on these Terms and Conditions (the "Contract").

4.28 Law

Both The Commission and the successful tenderer shall comply with Irish law and the jurisdiction of the Irish courts, which will govern the contract.

5. EVALUATION OF TENDERS

5.1 Selection Criteria

Tenderers will be assessed on a **pass/fail basis** against the Selection Criteria set out below. A Tenderer that fails to meet any Selection Criterion may be eliminated from the competition and will not proceed to evaluation under the Award Criteria.

Tenderers may self-declare compliance at Tender submission stage where expressly permitted. The Commission reserves the right to request supporting evidence at any stage and will verify required evidence before award of contract.

Where evidence is requested, Tenderers must provide it within **five working days**, unless otherwise agreed by the Commission. Failure to provide satisfactory evidence within the required timeframe may result in elimination.

5.1.1 Confirmation of Eligibility

Tenderers are required to provide the following information in the Tender Response Document:

- Contact information for the Tenderer;
- Details of any proposed partnership, consortium or subcontracting arrangements, including the names of all subcontractors and/or consortium members involved in the delivery of the services;
- A description of the role to be fulfilled by each subcontractor and/or consortium member; and
- The name, title, telephone number and email address of the nominated contact authorised to represent the Prime Contractor.

5.1.2 *Economic and Financial Standing*

Tenderers must declare in the Tender Response Document that they satisfy the economic and financial standing requirements set out below and that they are capable of providing the supporting evidence upon request and without delay.

Insurance	
Requirement	• Employers Liability Insurance (€13 m) • Public Liability Insurance (€6.5m) • Professional Indemnity Insurance (€1m) • Cyber Security Insurance (€1m)
Evidence	Tenderers must provide evidence (e.g., certificates of insurance including value of cover, renewal date(s)' and name of insurer(s) that you possess the forms and levels of insurance specified or that these insurances can be put in place if you are successful in this competition using the table in the Tender Response Document
Minimum standard	Evidence from insurer in relation to minimum levels of cover required.

Turnover	
Requirement	Average annual turnover for the last three financial years of at least €120K per annum.
Evidence	Tenderers must provide appropriate evidence (e.g., auditor's statement or financial accounts) detailing your turnover for each of the three previous financial years in the relevant table in the Tender Response Document OR if you do not have in your possession the

	evidence required under this eligibility criterion when submitting your tender proposals, you may, in the interim, complete the Form of Self-Declaration provided in the Tender Response Document

Tax clearance	
Requirement	Tenderers will be required to produce a tax clearance access number and tax reference number so that The Commission can verify their tax clearance before the contract is awarded and at any time thereafter.
Evidence	Tenderers must provide a tax clearance access number and tax reference number from the Irish Revenue Commissioners using the table provided in the Tender Response Document OR if you do not have in your possession the evidence required under this eligibility criterion when submitting your tender proposals, you may, in the interim, complete the Form of Self-Declaration provided in the Tender Response Document.

5.1.3 Technical and Professional Ability

Previous experience	
Requirement	The Tenderer must demonstrate that it has successfully delivered at least two (2) consultancy projects within the last five (5) years involving the design, review, implementation or transformation of legal operating models, legal service delivery models, governance frameworks, functional processes or organisational operating models for public sector bodies, regulators,

	statutory bodies or organisations of comparable scale and complexity. This requirement is a minimum technical and professional capability requirement and will not be evaluated as part of the qualitative award criteria.
Evidence	Tenderers must provide details of the two relevant contracts using the table contained within the Tender Response Document.

5.1.4 Declarations

Tenderers must complete and sign the following declarations in the Tender Response Document:

a. Declaration of Bona Fides
b. Declaration re. Statutory Obligations

5.1.5 Resource allocation

Tenderers must provide details for the individuals nominated to undertake the contract for The Commission. Comprehensive curriculum vitae must be included for each individual identified. CVs demonstrating the nominated consultant's expertise for the role / project must be provided for all key personnel. Tenderers must guarantee that the above staff shall be fully available for delivery of the goods / services identified.

5.1.6 Form of Tender

Tenderers must complete and sign the Form of Tender in the Tender Response Document in addition to completing the Pricing Schedule For the purposes of pricing clarity.

5.2 Award / assessment criteria

This Contract will be awarded to the Tenderer submitting the most economically advantageous tender (MEAT), identified following application of the award criteria and weightings set out below.

In assessing Tenders, the Commission will evaluate the extent to which each Tender demonstrates a clear understanding of the requirements set out in Appendix 1 – Specification of Services, together with the Tenderer's proposed methodology, resources, cost and approach to environmental, social and sustainability considerations.

The Commission is not bound to accept the most economically advantageous Tender or any Tender received and reserves the right to accept or reject, in whole or in part, any or all Tenders received.

Criterion	**%**	**Minimum score required**[1]
Methodology and Approach for Delivery A detailed methodology demonstrating how the Tenderer will deliver the Governance and Mandate Framework, Service Delivery Framework and Functional Processes Framework. This should include project governance, stakeholder engagement, implementation methodology, risk management, validation workshops, knowledge transfer, quality assurance and a realistic delivery plan aligned with the milestones in Appendix 1.	45	27
Quality and balance of resources provided The Contracting Authority will assess the suitability and effectiveness of the Tenderer's proposed project team and resource model for delivery of the specific Services required under this RFT, having regard to: • the clarity of proposed roles and responsibilities; • the appropriateness of the allocation of resources across the project lifecycle; • the availability and continuity of key personnel; • the effectiveness of governance, reporting and escalation arrangements; • how the proposed team structure supports successful delivery of the required outputs and milestones. Tenderers should provide details of the proposed Project Director, Project Manager and key personnel, including their role in delivering this Contract.	25	15
Ultimate cost	25	N/A

[1] 60% of the maximum achievable score

Tenderers are required to complete the Form of Tender. All costs must be inclusive of all expenses and shall be fixed for the duration of the Contract. The lowest valid Tender will receive the highest score under this criterion, with other Tenders scored on a pro-rata basis.		
Environmental, Social and Sustainability Considerations	5	N/A
Tenderers should outline, at a proportionate level, how environmental, social and sustainability considerations will be addressed in the delivery of the Services for this Contract including any measures to minimise environmental impact during delivery and promote social value where appropriate.		
Total	**100%**	-

Tenderers must achieve a minimum rating of 60% of the total marks available for each of the individual qualitative criteria in order to avoid elimination from the competition. A Tenderer that fails to achieve the minimum score in any qualitative criterion will be eliminated and will not proceed to price evaluation.

5.3 Calculation of 'Ultimate Cost'

In order to arrive at an ultimate cost for comparative purposes, The Commission will use the costs provided in the Form of Tender.
The lowest ultimate cost tender which also meets all of the minimum requirements specified in these tender documents will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated by using the following formula:

Number of points = the cost of the lowest valid tender divided by the ultimate cost of the tender in question and multiplied by the maximum score achievable.

The Commission does not bind itself to accept the most economically advantageous tender or any tender, and reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider.

5.4 Verification / clarification meetings

Meetings for the purpose of verification or clarification may be carried out with appropriate tenderers as part of the evaluation process in order to identify the most economically advantageous tender prior to the award of contract. Such meetings may be required in order to verify the scores achieved by tenderers in respect of their written tenders.

For the avoidance of doubt, tenderers should note that mere performance at interview will not of itself be evaluated.

In the event that such meetings are required, information regarding location and times will be communicated to the chosen tenderers. In order to ensure the optimum effectiveness of such meetings, it is strongly recommended that the key personnel proposed to deliver the services should attend.

APPENDIX 1 – SPECIFICATION OF SERVICES

1. BACKGROUND AND CONTEXT

The LSD was established in late 2023 to provide legal advice and support across The Commission's regulatory, policy, supervisory, investigative and corporate functions. Since its establishment, the LSD has become a key organisational enabler, supporting the delivery of The Commission's statutory responsibilities across a broad and evolving regulatory landscape.

As The Commission continues to develop as a regulator, the scope, complexity and volume of legal work are expected to increase significantly. This growth is being driven by the continued implementation and operation of existing regulatory frameworks, including the Digital Services Act, the Online Safety Code and the Terrorist Content Online Regulation, together with the introduction of new responsibilities arising from legislation such as the European Media Freedom Act, the European Accessibility Act, the AI Act and the Transparency and Targeting of Political Advertising Regulation. Accordingly, it is necessary to ensure that the LSD is supported by an operating model that is sustainable, scalable and aligned with the future needs of the organisation.

During 2025/2026, an independent Operating Model Review of the LSD was undertaken. The review assessed the current operating model, benchmarked the LSD against comparable regulatory bodies and identified opportunities to support the continued development and maturity of the function. The review concluded in June 2026 and set out a future-state operating model supported by recommendations designed to strengthen governance and leadership, enhance service delivery, improve operational consistency and support the LSD's continued growth and development. As part of the next phase of this programme, The Commission intends to prioritise the implementation of recommendations relating to Governance and Mandate, Service Delivery and Functional Processes.

Accordingly, The Commission wishes to procure consultancy services to support the creation and implementation of these priority recommendations. The successful tenderer will work closely with the General Counsel, the LSD and key organisational stakeholders to develop and embed the governance arrangements, service delivery frameworks, functional processes and supporting documentation required to realise the future-state operating model for the LSD.

2. OBJECTIVES

The overall objective of this project is to support the LSD in the creation and implementation of key elements of the future-state operating model. The successful tenderer will work in partnership with the General Counsel, the LSD team and relevant organisational stakeholders to translate the review recommendations into practical, sustainable and organisation-wide operating frameworks, governance arrangements, processes and ways of working.

Specifically, the engagement will seek to:

- Develop and implement a *Governance and Mandate Framework* which clearly defines the mandate, remit, responsibilities and governance arrangements of the LSD and supports effective decision-making, accountability and oversight.

- Establish a framework for legal risk management which supports the consideration of legal risk within organisational decision-making and provides clear and proportionate arrangements for legal risk acceptance, escalation and governance.
- Define and document the roles, responsibilities, decision-making authorities and escalation pathways applicable across the LSD, including those of the General Counsel, Principal Officers, Assistant Principals, Higher Executive Officers and Executive Officers.
- Strengthen governance, oversight and management arrangements relating to the engagement and use of external legal support in order to support greater consistency, transparency and value for money.
- Develop and implement a *Service Delivery Framework* that establishes consistent and effective business partnering arrangements between the LSD and client divisions across The Commission.
- Develop clear and practical criteria governing the use of internal and external legal resources, including a revised framework for determining when external legal support should be utilised and how such support should be managed.
- Design and document the *End-to-End Legal Service Lifecycle*, including the processes, governance arrangements, roles and supporting artefacts required to support the consistent delivery of legal services across the organisation.

The intended outcome of this engagement is the establishment of a clearly defined and operationalised legal operating model that supports the LSD in meeting current and future organisational needs, strengthens leadership and governance arrangements, enhances service delivery, and provides the foundations for the continued growth and maturity of the function.

For the avoidance of doubt, implementation support under this Contract means supporting The Commission in embedding approved frameworks, processes and governance arrangements, including stakeholder engagement, knowledge transfer and adoption activities. It does not include responsibility for organisational decisions, approval of frameworks or implementation activities owned by The Commission.

3. SCOPE OF SERVICES

The successful tenderer will provide strategic, operational and implementation support to The Commission in the development and implementation of priority recommendations arising from the LSD Operating Model Review. The engagement will focus on the Governance and Mandate, Service Delivery and Functional Processes frameworks and will include the development of governance arrangements, processes and supporting documentation required to embed the future-state operating model for the LSD.

3.1 Governance and Mandate Framework

The successful tenderer shall support the implementation of recommendations relating to the governance, accountability and oversight arrangements of the LSD.

3.1.1 Define the LSD Mandate and Boundaries

The successful tenderer shall:

- Develop and document a formal LSD Mandate that clearly defines the role, responsibilities and boundaries of the LSD within The Commission.
- Define the distinction between the provision of legal advice and operational or policy decision-making responsibilities within a legal business partnering model.
- Clarify activities that fall outside the remit of the LSD, including, but not limited to, Freedom of Information administration, procurement execution, conveyancing and employment case handling, while recognising circumstances where the LSD may retain an oversight, coordination or advisory role.
- Define the respective responsibilities of the LSD and business partners in relation to risk framing, legal defensibility, policy choices and ownership of operational delivery.
- Establish principles that support early legal engagement where legal input adds value while preventing scope creep and the inappropriate transfer of ownership or accountability from business areas to the LSD.

3.1.2 Define Legal Risk Acceptance and Escalation

The successful tenderer shall:

- Develop a legal risk acceptance and escalation framework aligned with The Commission's legal risk appetite and governance arrangements.
- Define and document key categories of legal risk, including procedural, litigation, regulatory credibility and policy risk.
- Establish legal risk materiality levels supported by appropriate criteria and thresholds.
- Define risk acceptance authorities, including circumstances in which legal risks may be accepted at Director or Commissioner level.
- Establish clear criteria and escalation pathways for matters requiring oversight or intervention by the General Counsel.
- Develop guidance that clarifies that risk acceptance is an organisational decision informed by legal advice rather than a decision owned by the LSD.

3.1.3 Define Roles and Responsibilities

The successful tenderer shall:

- Define and document the roles and responsibilities of Directors and Assistant Directors in relation to:
  - decision-making rights;

- legal risk acceptance;
- escalation;
- prioritisation;
- delegation; and
- oversight.

- Define and document the role of the General Counsel in relation to:
  - setting the vision, priorities and operating model for the legal function;
  - maintaining the Legal Risk Appetite in alignment with the organisational risk framework;
  - leading and developing the legal team;
  - ensuring the function remains efficient, scalable and aligned to organisational needs;
  - driving legal transformation, process improvement and the use of technology;
  - oversight of prioritisation and escalation;
  - stewardship of legal quality, consistency and defensibility; and
  - oversight of external legal support and panel arrangements.

3.1.4 Strengthen Oversight of External Legal Support

The successful tenderer shall:

- Define and document ownership and decision-making authority for the engagement of external legal support, including approval arrangements based on the type of advice required and/or the level of expenditure involved.
- Define responsibilities for budget monitoring, spend control and financial oversight of external legal services, including purchase order management, invoice approval and expenditure reporting.
- Develop arrangements to monitor and analyse external legal expenditure by provider, legal subject matter and type of legal advice to support forecasting, resource planning and identification of recurring demand.
- Establish expectations, performance measures and accountability arrangements for external legal service providers, including in relation to quality, timeliness and knowledge transfer.
- Develop monitoring and escalation arrangements to support the effective management of external legal providers.

- Align governance arrangements for external legal support with the agreed role and responsibilities of the General Counsel.
- Develop coordination arrangements for areas of The Commission that source external legal advice directly, ensuring a consistent approach to engagement, oversight, expenditure management and performance monitoring.

3.2 Service Delivery Framework

The successful tenderer shall support the implementation of recommendations relating to the LSD service delivery model.

3.2.1 Establish Consistent Ways of Working for Business Partnering

The successful tenderer shall:

- Define and document business partnering standards to be applied across The Commission.
- Establish expectations regarding the frequency and nature of engagement between the LSD and business areas, including participation in relevant governance forums and decision-making structures.
- Define mechanisms to provide visibility of upcoming legal requests, project activity, regulatory initiatives and statutory milestones.
- Establish clear triage, prioritisation and escalation arrangements within business partnering relationships.
- Develop supporting guidance and documentation to promote a consistent and proportionate approach to legal business partnering across the organisation.

3.2.2 Clarify Criteria for the Use of External Legal Support

The successful tenderer shall:

- Review and update the framework governing the use of external legal support.
- Define criteria for determining when legal matters should be undertaken by the LSD and when external legal support may be appropriate.
- Establish criteria based on the nature of the legal matter, the level of institutional knowledge required and prevailing demand on internal resources.
- Define expectations relating to the briefing, oversight, management and knowledge transfer obligations of external legal service providers.

- Align the framework with the agreed roles and responsibilities of the General Counsel and Legal Directors.

3.3 Functional Processes Framework

The successful tenderer shall support the implementation of recommendations relating to legal operational processes.

3.3.1 Document the End-to-End Legal Service Lifecycle

The successful tenderer shall:

- Document the core stages of the legal service lifecycle, including:
  - intake and scoping;
  - triage and prioritisation;
  - delivery, escalation and quality assurance;
  - engagement of external legal support; and
  - knowledge capture and closure.
- Develop a legal service lifecycle framework describing the flow of legal work from request through to completion.
- Define key decision points, governance requirements and responsibilities throughout the lifecycle.
- Align the lifecycle with the LSD Mandate and Legal Risk Acceptance and Escalation Framework.
- Develop supporting guidance, process maps and documentation to support a consistent approach to legal service delivery.

4. KEY MILESTONES AND TIMELINE

The engagement is expected to commence following contract award and conclude within approximately six months. Tenderers may propose refinements to the delivery approach provided that the required outputs and outcomes are delivered within the overall timeframe.

4.1 Initiation and Discovery

The successful tenderer shall:

- Establish project governance, reporting arrangements and stakeholder engagement mechanisms.
- Review the findings and recommendations arising from the LSD Operating Model Review.
- Undertake stakeholder consultations with the General Counsel, LSD personnel and other relevant stakeholders.
- Confirm scope, priorities, dependencies and delivery approach.

Milestone 1: Project initiation completed and detailed implementation plan agreed.

4.2 Framework Design and Development

The successful tenderer shall develop:

- The Governance and Mandate Framework.
- The Legal Risk Acceptance and Escalation Framework.
- Roles and Responsibilities Frameworks.
- External Legal Support Governance Framework.
- Business Partnering Framework and Service Delivery Model.
- Functional Processes Framework, including the end-to-end legal service lifecycle.

Milestone 2: Draft frameworks and supporting documentation submitted for review.

4.3 Validation and Finalisation

The successful tenderer shall:

- Conduct stakeholder workshops and validation sessions.
- Refine draft frameworks and supporting documentation.
- Incorporate stakeholder feedback.
- Prepare final operating model artefacts and implementation materials.

Milestone 3: Final frameworks approved by The Commission.

4.4 Implementation Support and Handover

The successful tenderer shall:

- Support implementation of approved frameworks, processes and governance arrangements.
- Deliver knowledge-transfer and capability-building activities.
- Support organisational adoption and embedding of new ways of working.
- Provide final implementation and handover documentation.

Milestone 4: Delivery of final outputs and completion of implementation support activities.

4.5 Key Delivery Requirements

Tenderers should note that:

- Priority should be given to recommendations identified through the LSD Operating Model Review as requiring immediate or near-term implementation.
- Draft frameworks and operating model components should be developed sufficiently early in the engagement to facilitate review, consultation and iterative refinement.
- The proposed delivery approach should include adequate provision for stakeholder engagement, governance approvals, knowledge transfer and organisational adoption activities.
- All deliverables, templates, frameworks, process maps and documentation produced under the Contract shall become the property of The Commission.

5. EXPECTED OUTPUTS AND DELIVERABLES

The primary deliverable for this engagement is the development of an implementation-ready operating model for the LSD. The successful tenderer shall produce the frameworks, processes, tools, recommendations and supporting documentation required to enable The Commission to adopt and embed the future-state operating model.

At a minimum, the following deliverables shall be provided.

5.1 Governance and Mandate Framework

A Governance and Mandate Framework designed to support effective governance, accountability and decision-making across the LSD, including:

- An LSD Mandate defining the role, responsibilities, accountabilities and boundaries of the LSD.
- A Legal Risk Acceptance and Escalation Framework, including risk categories, risk materiality levels, risk acceptance authorities and escalation pathways.
- A Roles and Responsibilities Framework defining the respective responsibilities of the General Counsel, Directors, Associate Directors and relevant organisational stakeholders.
- Governance arrangements for the use, oversight and management of external legal support.

5.2 Service Delivery Framework

A Legal Services Delivery Model designed to support the consistent and effective delivery of legal services across The Commission, including:

- Business partnering standards and ways of working between the LSD and business areas.
- Demand management, prioritisation and escalation arrangements.
- A framework governing the use of external legal support, including decision-making criteria, oversight arrangements and knowledge-transfer expectations.

- Supporting governance, reporting and decision-making arrangements.

5.3 Functional Processes Framework

A suite of functional processes and supporting documentation to improve consistency, visibility and efficiency in the delivery of legal services, including:

- Documentation of the end-to-end legal service lifecycle covering intake and scoping, triage and prioritisation, delivery and quality assurance, external legal support, and knowledge capture and closure.
- Processes and guidance to support improved quality and consistency of legal instructions.
- Processes supporting legal demand management, workload visibility and prioritisation.
- Supporting templates, process maps and guidance materials, as appropriate.

5.4 Implementation and Handover

The successful tenderer shall also provide:

- An implementation plan setting out the approach to embedding the agreed frameworks, processes and governance arrangements.
- Stakeholder workshops, consultation sessions and validation activities as required during the engagement.
- Final versions of all frameworks, process documentation, guidance materials and supporting artefacts developed during the engagement.
- Knowledge-transfer and handover activities to support ongoing ownership and maintenance of the future-state operating model by The Commission.

6. SKILLS, EXPERIENCE AND EXPERTISE REQUIRED

Tenderers must demonstrate significant experience in the design and implementation of operating models, governance frameworks and organisational transformation initiatives within complex public sector, regulatory, legal or professional services environments.

The successful tenderer must be capable of translating strategic recommendations into practical and sustainable operating arrangements that can be embedded within an evolving regulatory organisation. Accordingly, tenderers must demonstrate expertise across legal operations, governance, organisational design, programme delivery and change management disciplines.

6.1 Essential Requirements

6.1.1 Operating Model Design and Implementation

Tenderers must demonstrate experience in:

- Designing and implementing target operating models within public sector, regulatory, legal or professional services environments.

- Developing governance, service delivery and operational frameworks.
- Defining organisational processes, decision-making structures and accountability arrangements.
- Supporting organisations through operating model transformation and organisational maturity programmes.

6.1.2 *Governance and Risk Management*

Tenderers must demonstrate experience in:

- Developing governance frameworks and governance operating models.
- Designing risk acceptance, escalation and decision-making frameworks.
- Defining organisational roles, responsibilities, decision rights and accountability structures.

6.1.3 *Legal Operations and Service Delivery*

Tenderers must demonstrate experience in:

- Working with in-house legal functions, legal services organisations or public sector legal teams.
- Designing legal service delivery models and legal governance arrangements.
- Developing legal intake, triage, prioritisation and demand management processes.
- Developing frameworks governing the use and oversight of external legal support.
- Supporting the management of legal risk and legal service delivery within complex organisations.

6.1.4 *Programme Delivery and Change Management*

Tenderers must demonstrate experience in:

- Leading complex transformation, organisational development or business improvement initiatives.
- Facilitating stakeholder engagement, consultation and co-design activities.
- Developing implementation roadmaps, transition plans and adoption strategies.
- Supporting organisations to embed new ways of working and achieve sustainable change.

6.1.5 Public Sector and Regulatory Experience

Tenderers must demonstrate:

- Experience working with regulators, statutory bodies, public bodies or organisations operating within highly regulated environments.
- An understanding of governance, accountability and decision-making requirements within the Irish public sector.
- Experience supporting organisations with regulatory, supervisory, investigatory, enforcement or policy functions.

6.1.6 Relevant Experience

Tenderers should demonstrate experience of delivering comparable assignments within the previous five years, including at least one engagement involving:

- a legal services function;
- a public sector organisation; or
- a regulatory body.

6.2 Proposed Team

Tenderers must demonstrate that the proposed team includes personnel with expertise in the following areas:

- Operating model design and implementation;
- Governance and organisational design;
- Legal operations and legal service delivery;
- Risk management and governance;
- Public sector transformation;
- Change management and organisational development; and
- Programme and project management.

The successful tenderer must demonstrate access to suitably qualified and experienced personnel capable of engaging effectively with Commissioners, senior management, legal professionals and operational stakeholders across the organisation.

7. ASSUMPTIONS AND DEPENDENCIES

The successful delivery of this engagement will depend upon effective collaboration between the successful tenderer and The Commission. The tenderer will be expected to work closely with the General Counsel, the LSD and other relevant stakeholders throughout the engagement.

7.1 Inputs and Supports

The Commission will provide:

- Access to the LSD Operating Model Review Report and any relevant supporting materials.
- Access to relevant governance, policy, operational and organisational documentation required to support the engagement.
- Access to key stakeholders, including the General Counsel, LSD personnel, Commissioners, Directors and representatives from relevant business and enabling functions.
- Executive sponsorship and governance oversight for the duration of the engagement.
- Timely review, feedback and approval of draft deliverables.

7.2 Stakeholder Engagement

Tenderers should assume that consultation and collaboration will be required with a range of stakeholders across the organisation, including:

- The LSD;
- Commissioners;
- Finance and Procurement;
- ICT and Data functions; and
- Business areas that are users of legal services and have a role in the future service delivery model.

The successful tenderer will be expected to adopt a collaborative approach, incorporating stakeholder feedback into the development and implementation of proposed frameworks, processes and governance arrangements.

7.3 Organisational Alignment

Tenderers should note that certain recommendations arising from the broader LSD Operating Model Review fall outside the scope of this engagement.

Accordingly:

- Recommendations developed through this engagement should align with existing organisational governance arrangements and decision-making structures.
- Any recommendations relating to technology, data management or supporting tools should take account of wider organisational initiatives and existing transformation programmes.
- The successful tenderer will be expected to work within existing governance, procurement and approval processes.

7.4 Implementation Dependencies

Tenderers should recognise that successful implementation will be dependent upon:

- Stakeholder participation in workshops, consultation activities and validation sessions.
- Timely access to information and documentation required to support framework and process development.
- Organisational approval of proposed frameworks, governance arrangements and operating model components.
- Effective knowledge transfer and change management activities to support adoption of new ways of working.

8. SUCCESS CRITERIA

The engagement will be considered successful where it results in the delivery, approval and adoption of practical and sustainable operating model components that support the continued development of the LSD and improve the delivery of legal services across The Commission.

Success will be assessed against the following outcomes.

8.1 Governance and Mandate

- A Governance and Mandate Framework has been developed, approved and adopted.
- The role, responsibilities, accountabilities and boundaries of the LSD are clearly defined and understood.
- Legal risk acceptance and escalation arrangements have been established and support consistent decision-making across the organisation.
- Roles, responsibilities and escalation pathways are clearly documented and aligned with organisational governance arrangements.

8.2 Service Delivery and Operations

- A legal services delivery model has been established and adopted by relevant stakeholders.
- Consistent business partnering arrangements and ways of working are in place across the organisation.
- Clear criteria and governance arrangements have been established for the use of external legal support.
- The end-to-end legal service lifecycle has been documented and implemented.
- Legal work can be managed, prioritised and escalated through clear and consistent processes.

8.3 Organisational Adoption

- Key stakeholders have participated in the design and validation of the future-state operating model.
- The agreed frameworks, processes and governance arrangements are capable of being operated and maintained by The Commission following completion of the engagement.
- Appropriate knowledge-transfer and implementation support activities have been completed.
- Ownership of the future-state operating model has been successfully transitioned to The Commission.

APPENDIX 2 –THE COMMISSION TERMS AND CONDITIONS OF SUPPLY OF SERVICES

These terms and conditions shall apply to the Contract between The Commission and the Supplier and, subject to clauses 13.31 and 13.32, shall not be deemed to be amended or excluded in whole or part save by written agreement duly executed by the Supplier and The Commission and making express provision for such amendment or exclusion. Any rights or remedies of The Commission otherwise or elsewhere provided for in the Tender Documents shall be deemed to be in addition to and not to limit the rights and entitlements of The Commission pursuant to these terms and conditions. Any terms or conditions of the Supplier (including any terms and conditions contained in Schedule D) whether contained in quotations, invoices or otherwise, conflicting with or purporting to amend or exclude these terms and conditions shall be deemed not to apply.

1. General Terms

1.1 This Contract takes legal effect on and from the Effective Date and continues in full force and effect for the Term unless earlier terminated in accordance with this Contract.

1.2 If the Particulars of Contract indicate The Commission may extend the Term of the Contract, The Commission (on ten (10) Business Days' notice to the Supplier) may unilaterally extend the contract on the basis specified in the Particulars of Contract (or other such terms agreed between the parties) and references to the Term shall include any such extensions.

1.3 The Supplier undertakes to perform the Services from the Effective Date until expiry of the Term to the highest professional standards at all times and in compliance with the terms of this Contract.

1.4 The Supplier shall accept sole responsibility for acquiring any permits or licences necessary for its performance of the Contract.

1.5 The Commission shall not be responsible under any circumstances for any loss or damage suffered by the Supplier or its servants or agents in the performance of the Contract, nor entertain any claim relating to such damage.

2. Probationary Period

2.1 Without prejudice to any other rights of The Commission pursuant to this Contract, The Commission may terminate this Contract for any reason or no reason during the Probationary Period on five (5) Business Days' notice to the Supplier.

2.2 During this Probationary Period, the performance and suitability of the Supplier to perform the Services will be monitored. At the end of the Probationary Period the Supplier will be informed in writing if it has:

2.2.1 successfully completed the Probationary Period;

2.2.2 failed to complete the Probationary Period (and will be subsequently terminated in accordance with clause 2.1); or

2.2.3 failed to complete the Probationary Period to The Commission's satisfaction, whereby the Supplier's Probationary Period will be extended by the lesser of two months and the remainder of the Term.

2.3 If The Commission fails to contact the Supplier at the end of the Probationary Period, the Supplier shall be deemed to have successfully completed the Probationary Period.

3. Payment Terms

3.1 Prior to the performance of any Services under this Contract it shall be the responsibility of the Supplier to procure the issue from The Commission of a valid written purchase order for the relevant Services and the Services may be supplied only following issue of such written purchase order by The Commission to the Supplier.

3.2 The Supplier shall invoice The Commission in accordance with the provisions of Schedule B.

3.3 In accordance with the Late Payments in Commercial Transactions Regulations 2012, payment will be made within 30 (thirty) days of receipt of a valid, complete and accurate invoice provided in accordance with clause 3.2, delivered by the Supplier to The Commission's Finance Department, quoting a valid purchase order number. Each invoice shall include such supporting information reasonably required by The Commission to verify the accuracy of the invoice, including the information specified in Schedule B.

3.4 Payment will not be made to a Supplier who has failed to demonstrate its tax clearance status.

3.5 The Commission shall withhold tax as required by the Taxes Consolidation Act 1997 (as amended) and the Revenue Commissioners in respect of payments made by public bodies for professional services.

3.6 The charges for the Services are as set out in Schedule B and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by The Commission, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. Any and all taxes applicable to the provision of the Services under and in accordance with this Contract will be the sole responsibility of the Supplier and the Supplier so acknowledges and confirms.

3.7 Wherever under this Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to The Commission in respect of any breach of this Contract), The Commission may deduct, with prior notice to the Supplier, that sum from any sum then due, or which at any later time may become due to the Supplier by The Commission under this Contract.

4. Warranties

4.1 The Supplier warrants, represents and undertakes that, subject to the remaining provisions of this clause 4:

4.1.1 it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Contract and to provide the Services hereunder;

4.1.2 it has taken all and any action necessary to ensure that it has the power to execute and enter the Contract;

4.1.3 it owns, has obtained or is able to obtain, all relevant titles and licences that are necessary to allow it carry out its obligations and responsibilities under this Contract;

4.1.4 it has not and will not in the supply of the Services under this Contract at any time infringe the intellectual or other property rights of any third party;

4.1.5 it is entering into this Contract with a full understanding of its material terms and risks and is capable of assuming those risks;

4.1.6 The Commission has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Contract;

4.1.7 it has made and shall make its own enquiries as to the accuracy of the information referred to in clause 4.1.6;

4.1.8 the status of the Supplier, as declared in its European Single Procurement Document response included within the Tender Documents, has not changed and none of the circumstances listed in Regulation 57 of the 2016 Regulations apply to the Supplier;

4.1.9 it will provide the Services in accordance with the Terms and Conditions of this Contract;

4.1.10 it will provide the Services with all reasonable due diligence, skill and care, and that all persons engaged by the Supplier in connection with the provision of the Services shall be competent, appropriately qualified and experienced having regard to the Services being provided and in accordance with the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs specified in this Contract (if any), the Term, the pricing structure and any other relevant factors;

4.1.11 following a written request to that effect by The Commission, the Supplier will procure the immediate removal of any member of the Supplier's personnel and the replacement by another suitably qualified member of the Supplier's personnel. The Commission agrees to act reasonably and in good faith in relation to any such request;

4.1.12 it has acquainted itself with and shall comply with all relevant legal and/or regulatory statutes, bylaws, regulations and requirements of any government, local or other competent authority and best industry practice including but not limited to those relating to tax, health, safety and the environment, employment, and those made known by The Commission to the Supplier in this Contract, the Tender Documents (if applicable) or otherwise in connection with the Services;

4.1.13 any materials, software, facilities and equipment used for or incorporated into the Services shall be fit for their intended purpose, of best quality and free from defects in workmanship, installation and design;

4.1.14 it retains and maintains the insurances required by this Contract;

4.1.15 it will maintain the confidentiality and integrity of any Customer Information or Confidential Information acquired or accessed by the Supplier and/or Supplier Personnel in the course of providing the Services; and

4.1.16 the Services shall not infringe any patent, trademark, registered design, copyright or other right of any third party.

4.2 The warranties and remedies provided for in this clause 4 shall be in addition to those implied by or available at law or in equity and shall continue in force notwithstanding acceptance by The Commission of all or part of the Services in respect of such warranties and remedies.

4.3 The Supplier undertakes to notify The Commission forthwith of any material change to the status of the Supplier with regard to the warranties, representations and undertakings as set out in this clause 4 and to comply with all reasonable directions of The Commission with regard thereto which may include termination of this Contract.

5. Supply of Services

5.1 The Services shall be supplied to the satisfaction of The Commission in strict conformity with this Contract (in particular the standard specified in clause 4.1.10) and the Specification of Services set out in Schedule A, except as may otherwise be agreed in writing by The Commission. The Supplier will provide such reports, if any, as are detailed in Schedule A promptly.

5.2 The Supplier shall at all times allocate sufficient resources to provide the Services in accordance with the terms of the Contract and shall ensure that any personnel engaged in the provision of any of the Services shall, if required by The Commission, attend such meetings with The Commission as and when reasonably required.

5.3 The Supplier shall during the Term perform the Services and shall take all appropriate steps having regard to its obligations under the Contract to ensure that all matters are dealt with to ensure performance of the Services as provided for in the Contract and to achieve the timely, efficient and economic performance of its obligations under the Contract in a manner and to the standards and within the time stipulated in the Contract.

5.4 If The Commission is not satisfied with the standard of any part of the Services provided, The Commission, at its absolute discretion, may either:

5.4.1 require the Supplier, within a specified period and at no charge, to re-perform and/or re-execute the relevant Services to its satisfaction; or

5.4.2 perform and/or execute all or part of the relevant Services by using its own personnel or by engaging a third party to do so and all costs and expenses incurred by The Commission in such regard will be deducted from any sums due or to become due to the Supplier under this Contract or will be recoverable from the Supplier by The Commission as a debt free from counterclaim, set-off or similar.

5.5 Without prejudice to any other rights of The Commission under the Contract, The Commission may terminate this Contract with immediate effect if the Supplier does not comply with any requirement under clause 5.4 within the time specified or if The Commission is not satisfied with the standard of any such remedial Services undertaken by the Supplier.

5.6 The Supplier will prioritise its obligation under this Contract in relation to the other business activities of the Supplier to ensure that it can comply with its covenants and obligations in the manner contemplated by this Contract.

5.7 The Supplier acknowledges that it does not have any exclusive right to provide the Services, or Services similar or identical to the Services, to The Commission, and that there is no guarantee of any value, volume or frequency of Services unless otherwise specified.

5.8 The Supplier acknowledges and agrees that The Commission is deemed to have fully relied on the Supplier's skill, expertise and experience in providing the Services. The Supplier further acknowledges and agrees that The Commission may require the Supplier to interact with other suppliers of The Commission and the Supplier shall provide such reasonable co-operation and information regarding the Services as The Commission may reasonably require without further payment.

5.9 The Supplier shall comply with all relevant standards and codes (including inter alia voluntary codes) and all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental or other applicable authority having jurisdiction (hereafter "Laws") in its performance of the Services and production and provision of the Services hereunder and shall ensure that the Services are in compliance with such Laws and without prejudice to the generality of the foregoing shall ensure that the production, creation and transmission of all materials supplied or generated pursuant to the Contract shall be designed and implemented in strict compliance with those Laws and shall obtain and pay for, at its own cost all licences and permits necessary for the performance of Services under the Contract.

5.10 Nothing in this Contract shall prohibit or be deemed to prohibit the Supplier from providing services similar to the Services to any other third party, providing that the provision of Services to any such third party shall not interfere or adversely affect the provision of the Services to The Commission.

6. Change Control Procedure

6.1 Both parties agree that any request for change to the scope of the Services will be processed in writing according to the following Change Control Procedure:

6.1.1 at any time during the Term of this Contract, either party may propose a change or changes to any part or parts of this Contract;

6.1.2 the Change Control Procedure set out in this clause 6 will apply to all changes irrespective of whether the Supplier or The Commission proposes the change save that clause 6.1.6 shall not apply where The Commission requests a change to the Services;

6.1.3 a change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services and the supply of Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment");

6.1.4 the parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and a tender submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the parties;

6.1.5 on approval of an Impact Assessment or where the change is proposed by The Commission, this Contract and/or the schedules should be updated and revised as appropriate and in writing;

6.1.6 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 Contract; and

6.1.7 the Supplier and The Commission will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented.

7. Intellectual, Industrial and Commercial Property Rights

7.1 In relation to The Commission Background IPR:

7.1.1 The Commission and its licensors shall retain ownership of all The Commission Background IPR; and

7.1.2 where The Commission provides The Commission Background IPR to the Supplier in connection with the Services, The Commission grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy and modify all The Commission Background IPR for the term of the Contract solely as required for the purpose of providing the Services to The Commission.

7.2 In relation to the Supplier Background IPR:

7.2.1 the Supplier and its licensors shall retain ownership of the Supplier Background IPR;

7.2.2 the Supplier grants to The Commission a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use, copy and modify any Supplier Background IPR supplied by or on behalf of the Supplier in connection with the provision of the Services, to the extent required in order to allow The Commission to utilise the Services and the deliverables, including as required in order to make use of the Project Specific IPR and to otherwise enjoy the benefits of the Contract; and

7.2.3 The Commission may sub-license the rights granted in clause 7.2.2 to any replacement supplier for the purpose of The Commission's receipt of services similar to the Services and to any other public body that takes over some or all of the functions performed by The Commission, for the purpose of carrying out those functions.

7.3 If The Commission has chosen the “Licence” option in the Particulars of Contract, the following provisions shall apply in relation to the Project Specific IPR:

7.3.1 the Supplier shall retain ownership of the Project Specific IPR;

7.3.2 the Supplier grants to the The Commission, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Project Specific IPR for the purpose of receiving and using the Services and the deliverables and to otherwise enjoy the benefits of the Contract; and

7.3.3 The Commission may sub-license the rights granted in clause 7.3.2 to any replacement supplier for the purpose of the The Commission's receipt of services similar to the Services and to any other public body that takes over some or all of the functions performed by The Commission for the purpose of carrying out those functions.

7.4 If The Commission has chosen the “Ownership” option in the Particulars of Contract, the following provisions shall apply in relation to the Project Specific IPR:

7.4.1 the Supplier assigns the Project Specific IPR to the The Commission, with full title guarantee and free from all third party rights;

7.4.2 the Supplier shall obtain waivers of all moral rights in the Project Specific IPR to which any individual is now or may be at any future time entitled under the Copyright and Related Rights Act, 2000 or any similar provisions of law in any jurisdiction; and

7.4.3 the Supplier shall, promptly at the The Commission's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as The Commission may from time to time require for the purpose of securing for the The Commission all right, title and interest in and to the Project Specific IPR assigned to the The Commission in accordance with clause 7.4.1.

7.5 The provisions of this clause will continue to apply notwithstanding the termination of this Contract for any reason and notwithstanding the completion of the Services.

7.6 Save as expressly set out in this clause 7, all pre-existing Intellectual Property Rights shall remain the sole property of the party who owned, acquired or developed such intellectual property.

7.7 The Supplier shall indemnify The Commission in full against all liabilities, costs, expenses, damages and losses (calculated on a full indemnity basis) suffered or incurred by the The Commission arising out of, or in connection with, the receipt, use or supply of the Services, including the use of the Project Specific IPR and the Supplier Background IPR.

7.8 If as a result of any such action or infringement detailed in clause 7.7 The Commission is unable to lawfully use or benefit from the Services, or if such action or claim is likely to be made or is initiated, the Supplier will either procure for The Commission the right to continue to use and benefit from the Services in accordance with the Contract, or replace or modify the Services, with services of comparable quality, serviceability and capability at no cost to The Commission, so that it becomes non-infringing.

7.9 The Supplier shall at the request and reasonable expense of The Commission provide such assistance as The Commission may require in obtaining, maintaining, defending and/or enforcing The Commission's rights in respect of the Services, including without limitation the execution of all necessary documents.

8. Compliant Systems/Machinery/Products

The Supplier guarantees and undertakes that all systems, machinery, hardware, software and products supplied or used in the performance of this Contract are or will, when supplied or used, be Compliant Systems.

9. Liability, indemnity and insurance

9.1 The Supplier shall be liable to The Commission for any losses, actions, proceedings, costs, expenses, damages, claims and liabilities incurred by The Commission arising out of:

9.1.1 any injury, including fatal injury and disease, to Supplier or The Commission personnel or third parties, or loss or damage to the property of third parties which is caused or contributed to by the negligence, error, omission, breach of statutory duty, breach of contract or other default of the Supplier, its employees, servants or agents; and

9.1.2 any assertion against The Commission that any member or former member of Supplier Personnel is or was an employee or worker of The Commission including without limitation, any liability for income tax or Pay Related Social Insurance contributions of Supplier Personnel, or any interest or penalties thereon or any claim for breach of contract, unfair dismissal, a statutory or other redundancy payment, unlawful deductions from wages, equal pay, sex, race or disability discrimination, a protective award or any other claim.

9.2 The Supplier hereby agrees to fully and effectively indemnify, hold harmless and keep so indemnified on demand The Commission from and against any liabilities whatever suffered or incurred by The Commission arising out of and/or in connection with the negligence, default, act, or omission of the Supplier and/or its personnel, sub-contractors or agents. This indemnity survives the termination or expiration of this Contract for whatever reason.

9.3 The Supplier will, at its sole cost and expense, effect and maintain for the benefit of The Commission for the Term, and such further period as may be required or ought prudently to be effected and maintained after the expiration or termination of this Contract, insurance cover with reputable insurers to cover its liabilities that may arise under or in connection with this Contract including:

9.3.1 public liability insurance (if required by The Commission in the Particulars of Contract) that at a minimum achieves the levels and type required in the Particulars of Contract;

9.3.2 employer's liability insurance (if required by The Commission in the Particulars of Contract) that at a minimum achieves the levels and type required in the Particulars of Contract; and

9.3.3 professional indemnity insurance (if required by The Commission in the Particulars of Contract) that at a minimum achieves the levels and type required in the Particulars of Contract (which professional indemnity insurance will be kept in place for at least six (6) years from the expiration or termination of the Contract).

9.4 The policies of insurance referred to in clause 9.3 will be shown by the Supplier to The Commission whenever The Commission requests, together with satisfactory evidence of payment of premiums.

9.5 Where the Supplier or any sub-contractor fails to insure any risk as required by The Commission, in accordance with the Contract, The Commission may insure the risk in question and deduct the amount of the premiums from any monies due to the Supplier.

10. Confidentiality

10.1 This Contract (including any negotiations relating thereto, the subject matter, terms, or performance of this Contract) and the Confidential Information of both parties shall be treated as proprietary and confidential. Both parties undertake to treat as confidential, and to cause their employees, agents and sub-contractors to treat as confidential, any and all Confidential Information of the other party which may come into its own possession or into the possession of any of their employees, agents or sub-contractors as a result of or in connection with the provision of the Services. The parties shall use the Confidential Information solely for the purposes of fulfilling their obligations under this Contract and shall not, subject to clause 10.3, at any time during or after expiry or termination of this Contract, disclose the said Confidential Information whether directly or indirectly to any third party without the prior written consent of the other party nor copy the said Confidential Information unless specifically permitted to do so by the other party. The parties undertake to make all relevant employees, agents and sub-contractors aware of this term and to take all steps necessary to ensure compliance with the obligations under this clause.

10.2 In protecting such Confidential Information, each party shall employ the highest standard of care, which shall in no event be less than the standard of care it employs in protecting its own confidential information.

10.3 Except with the prior written consent of the party from which it is received (the "Disclosing Party"), no party will disclose the other party's Confidential Information or any part thereof to any third party other than its own employees, agents or sub-contractors and then only to the extent that such disclosure is necessary for the performance of its obligations under this Contract, in which case, the party that has received the Confidential Information (the "Receiving Party") will take all reasonable steps to ensure that such information is treated as confidential by the person to whom it is disclosed, including requiring such person to enter into an appropriate confidentiality agreement with the Receiving Party. This paragraph and clauses herein will not apply to:

10.3.1 information required by the law of any jurisdiction to which the disclosure is subject, provided that the Receiving Party has taken all practicable legal steps to prevent such disclosure and has where practicable consulted with the other party on the manner and timing of the disclosure;

10.3.2 information disclosed to the professional advisers or auditors of the party under obligations of confidence no less stringent than those assumed by the Receiving Party hereunder (which the Receiving Party undertakes to enforce);

10.3.3 information lawfully in the possession of the recipient before the disclosure under this Contract took place;

10.3.4 information that has come into the public domain through no fault of that party or breach of confidentiality;

10.3.5 information that the other party has given prior written approval to such disclosure;

10.3.6 information lawfully obtained from a third party who is free to disclose it; or

10.3.7 information which is received or obtained by the Receiving Party without restriction on disclosure from a source free to disclose it other than the Disclosing Party or an agent of the Disclosing Party.

10.4 The restrictions contained in this clause 10 shall continue to apply after the termination of this Contract.

11. On-site Services

11.1 To the extent that all or any part of the Services are to be provided at or on or involve any entry to The Commission owned or controlled property then the Supplier shall comply with the following:

11.1.1 prior to commencing the Services, the Supplier and any sub-contractors shall have obtained all necessary information relating to the property including (without limitation) any local conditions and the facilities at the property and any other information relevant to the Services to be provided under and in accordance with this Contract;

11.1.2 when on The Commission property the Supplier and any sub-contractor shall comply strictly with all of The Commission's regulations relating to the property in question and any other requirements The Commission might have in relation to the Supplier's entry onto or presence at the property including but not limited to, health and safety, prevention of fire, use of facilities and security arrangements;

11.1.3 the Supplier shall ensure that all personnel are dressed in a manner appropriate to the location and the work to be performed. This may include the requirement to wear safety clothing if so specified by The Commission; and

11.1.4 if and to the extent required by The Commission, the Supplier shall undergo induction training in relation to the regulations and requirements referred to above before entering on to the relevant property.

12. Data Protection

12.1 Any capitalised terms used in this clause or related defined terms that are not defined in this Contract will have the meaning given to them in the Data Protection Legislation.

12.2 Each party shall comply with the data protection principles specified in Data Protection Legislation that are applicable to it in connection with the Services or the obligations of each party under this Contract.

12.3 If The Commission has indicated within the Particulars of Contract that a Data Processing Agreement is required, the Parties shall comply with the provisions of the Data Processing Agreement Addendum in Schedule E.

Indemnity

12.4 Notwithstanding any other provision of this Contract the Supplier will indemnify and keep indemnified The Commission against all losses, fines, damages, liabilities, legal fees, court costs and expenses, claims whatsoever and howsoever arising incurred or suffered by The Commission in connection with any breach of this clause 12 (Data Protection and Security) and/or breach of Data Protection Legislation by the Supplier and/or its sub-processors.

13. Freedom of Information

13.1 The Commission is subject to the provisions of the Freedom of Information Act 2014 (as amended) and, accordingly, information furnished to The Commission by the Supplier may be subject to the provisions of the Freedom of Information Act. If the Supplier considers any of the information supplied by it to The Commission pursuant to this Contract should not be disclosed because of its sensitivity it should, when providing the information, identify same and specify the reasons for its sensitivity. It shall not be sufficient for the Supplier to furnish The Commission with a general statement of confidentiality in respect of all information furnished to The Commission.

13.2 The Supplier acknowledges that The Commission may be obliged under the Freedom of Information Act 2014 to disclose information regardless of any representations made by the Supplier.

14. Publicity

14.1 The Supplier may only list or advertise The Commission's name on a reference list or utilise The Commission's name for purposes of advertisement or sales with the prior written permission of The Commission.

14.2 The Supplier acknowledges that The Commission may be required to publish the value of the Contract and/or details regarding the Supplier on eTenders, the Official Journal of the European Union or other similar publications and systems.

15. Audit

15.1 The Commission or its authorised representatives shall have the right to audit all costs, rates and expenses relating to the Contract and the provision of the Services.

15.2 The Supplier shall maintain all records relevant to the Contract for the Term and for at least three (3) years after the termination of the Contract howsoever terminated (including the expiry of the Term).

15.3 The Supplier will maintain the aforesaid records either physically or by electronic media and The Commission or its authorised representatives shall have the right to reproduce and retain copies of any of the aforesaid records.

16. Termination at will

The Commission may terminate this Contract or cancel its order for any Services in whole or in part with thirty (30) days prior written notice for any reason.

17. Termination for cause or on insolvency

17.1 The Commission may immediately terminate this Contract without liability for compensation or damages (in addition to any other rights it may have under this Contract and any other rights it has at law) on the happening of any of the following:

17.1.1.1 a material breach or persistent breach of the Contract by the Supplier which is not remedied within fifteen (15) days (if capable of remedy);

17.1.1.2 if the Supplier 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;

17.1.1.3 in circumstances where The Commission becomes aware of any conflict of interest on the part of the Supplier which cannot, in the opinion of The Commission, be removed by other means;

17.1.1.4 in circumstances where The Commission becomes aware of any registrable interest on the part of the Supplier;

17.1.1.5 any of the exclusion grounds set out in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 apply to the Supplier;

17.1.1.6 the Supplier (or its subcontractor(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

17.1.1.7 the Supplier brings (or is likely to bring) The Commission into disrepute;

17.1.1.8 any of the circumstances of Regulation 73 of the European Union (Award of Public Authority Contracts) Regulations 2016 apply in the opinion of The Commission; or

17.1.1.9 the Supplier is unable to provide the Services for any reason for a period in excess of five (5) Business Days.

18. Consequences of termination

18.1 On any termination of this Contract, howsoever occasioned, the Supplier shall promptly return to The Commission all of The Commission's product, samples and data in its possession or under its control and delete any and all of The Commission's data and information, (confidential or otherwise), from its systems and, if and to the extent requested by The Commission, fully and promptly co-operate with The Commission and provide reasonable assistance to ensure the smooth transfer of the provision of the Services from the Supplier to a new service provider.

18.2 Unless The Commission expressly agrees otherwise, such return shall be completed within one (1) calendar month of the termination of this Contract.

18.3 On termination of this Contract, the Supplier will refund to The Commission any Charges already paid to the Supplier under the terms of this Contract for Services to be delivered but which have not or cannot then be so delivered for reasons of termination of this Contract.

18.4 On termination of the Contract under clause 17.1, The Commission shall be entitled to set-off or otherwise recover the costs of a replacement service provider for the Services and any retendering costs in addition to any other right it may have under this Contract or at law.

19. Dispute Resolution

19.1 Without prejudice to any party's right to terminate, the parties shall try to settle quickly and amicably any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination.

19.2 The dispute shall, in the first instance, be discussed by the parties in an attempt to reach an amicable solution. If such attempt fails within 48 hours from the first written notice by one party to the other party that a dispute exists, the matter may be submitted by either party in writing to the highest ranking directors or senior personnel of the Supplier and The Commission who have responsibility for the provision or use of the Services to which the dispute relates. Such directors or senior personnel shall consult with the goal of attaining a solution satisfactory to both parties within 48 hours of submission.

19.3 If no satisfactory solution is attained pursuant to the process outlined at clause 19.2 the parties will have the option to terminate the Contract.

19.4 The operation of this clause shall not prevent The Commission from taking any formal action or proceedings at any time.

20. Force Majeure

20.1 Neither party shall be liable for any breach of its obligations under this Contract resulting from the circumstances of Force Majeure.

20.2 Each party shall use its reasonable endeavours to give notice to the other upon becoming aware of an event of Force Majeure which materially affects its ability to perform its obligations, such notice to contain details of the circumstances giving rise to the event of Force Majeure.

20.3 The party unable to perform its obligations by reason of the event of Force Majeure shall be excused performance in accordance with this clause 20.

20.4 In the event that the Force Majeure continues for a period of more than thirty (30) calendar days The Commission may terminate the Contract at fourteen (14) days' notice to the Supplier.

20.5 In the event the Supplier is unable to perform its obligations by reason of the event of Force Majeure The Commission shall be relieved from any obligation to make payments under this Contract.

21. Assignment and Sub-contracting

21.1 This Contract shall not be assigned or transferred or sub-contracted in whole or in part by the Supplier without the prior written consent of The Commission.

21.2 All sub-contract documents and sub-supplier selection shall be subject to written approval by The Commission prior to award of each sub-contract. No such approval shall create any contractual relationship between The Commission and any sub-supplier.

21.3 The Supplier shall be fully responsible for those elements performed by its sub-suppliers and for the acts and omissions of all its sub-suppliers to the same extent as it is for the acts and omissions of persons directly employed by it.

21.4 The Supplier shall maintain all sub-contract records and documentation, including without limitation, correspondence between the Supplier and its sub-suppliers and shall preserve such documents for three (3) years after termination of the Contract or such other period as The Commission may request. The Supplier shall make such records and documentation available to The Commission as part of The Commission's rights of audit under the Contract.

22. Waiver

22.1 No delay or omission by either party in exercising any right, power or remedy provided by law or under this Contract shall:

22.1.1 affect that right, power or remedy; or

22.1.2 operate as a waiver of it.

22.2 The single or partial exercise of any right, power or remedy provided by law or under this Contract shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

22.3 No waiver of any right, power or remedy provided by law or under this Contract shall take effect unless it is in writing and signed by authorised representatives of the party giving the waiver.

23. Supplier Personnel

23.1 The Commission and the Supplier acknowledge that the arrangements described in this Contract are such that no contractual relationship will exist either expressly or impliedly between any Supplier Personnel and The Commission.

23.2 The Supplier shall ensure that all Supplier Personnel shall adhere to any and all health and safety rules and regulations and other requirements of The Commission notified to it from time to time.

23.3 The Supplier shall ensure that all Supplier Personnel shall adhere to any and all monitoring procedures and any other monitoring requirements of The Commission notified to it from time to time.

23.4 The Supplier shall ensure that all Supplier Personnel shall irrevocably and with full title guarantee assign any and all right, title and interest in the products of their services and all related rights and properties hereunder to the Supplier to hold absolutely throughout the world in perpetuity.

23.5 The Supplier shall indemnify, keep indemnified and hold harmless, The Commission and its officers, employees, contractors and agents from and against all proceedings, actions, costs (including legal costs), charges, claims, expenses, damages, liability, losses and demands in respect of, caused by, or arising from any default or breach of Supplier Personnel of the obligations set out in clauses 23.2 to 23.4 above.

23.6 In the event that The Commission has reasonable grounds for dissatisfaction with the manner in which the Services are being carried out, they may require the Supplier to replace the Supplier Personnel involved PROVIDED that The Commission shall be entitled:

23.6.1 in the event that the Supplier is unable to provide a substitute which The Commission, acting reasonably, finds acceptable; or

23.6.2 in the event that The Commission, acting reasonably, is not satisfied with two consecutive substitutes;

to terminate this Contract.

23.7 The Supplier agrees that the Supplier Personnel will accept all local security arrangements deemed reasonably necessary by The Commission provided such security arrangements are advised to the Supplier in writing in advance.

23.8 The Supplier agrees that the Supplier Personnel will comply with project control/reporting arrangements deemed necessary by The Commission provided that such project control/reporting arrangements are advised to the Supplier in writing in advance.

23.9 The Supplier is acting solely as an independent contractor and is not an agent of The Commission, nothing in this Contract shall render the Supplier an employee, worker, agent or partner of The Commission and the Supplier shall not hold itself out as such.

23.10 This Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify The Commission for and in respect of:

23.10.1 any income tax, national insurance and/or social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify The Commission against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by The Commission in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

23.10.2 any liability for any employment-related claim or any claim based on employment status (including reasonable costs and expenses) brought by the Supplier or any agent, employee or sub-supplier of the Supplier against The Commission arising out of or in connection with the Services.

23.11 The Commission may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Supplier.

24. Transfer

The Supplier agrees that in the event that it is not successful in re-tendering (or in the event of it not re-tendering) for the provision of any new services at the expiry, early termination or non-renewal of the Contract, it will liaise, consult and co-operate in all reasonable respects with any new service provider in order to facilitate a smooth handover, including without limitation returning any and all property in the possession of the Supplier, its employees or agents.

25. No Partnership

Nothing contained in this Contract and no actions taken by the parties under this Contract shall constitute a partnership, joint venture, association or other co- operative entity between the parties or authorise either party to represent the other or to contract on behalf of the other party.

26. Notices

26.1 Any notice under this Contract shall be delivered personally or by courier, or by registered post or recorded delivery or by email (save for any notice required under clauses 2.1, 16 or 17) in accordance with the provisions of this clause 26.

26.2 Notices given to the Supplier shall be delivered to the Supplier Contract identified in The Commission in the Particulars of Contract. Notices given to the Supplier shall be delivered to the Supplier Contract identified in The Commission in the Particulars of Contract.

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

26.3.1 if personally delivered or by courier, at the time of delivery (provided that the time of delivery took place on a Business Day, otherwise they shall be deemed to have been delivered at 9am on the following Business Day);

26.3.1.1 if posted by registered post or recorded delivery, 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); or

26.3.1.2 if communicated by email, on the next Business Day following transmission.

26.4 A party may change its notice details on giving notice to the other party of change in accordance with this clause 26. The notice shall only be effective on the date falling three (3) clear Business Days after the notification has been received or such later date as may be specified in the notice. Notices delivered personally, by courier, registered post or recorded delivery shall be delivered to the registered offices of The Commission and Supplier as noted in the Particulars of Contract unless otherwise notified under this clause 26.4.

27. Severability & Counterparts

27.1 Any provision of this Contract, which is held to be void, illegal or unenforceable shall to the extent of such invalidity be deemed severable and the offending provisions excluded, and the remaining provisions of this Contract will be unaffected by such severance and shall continue to be valid and enforceable to the fullest extent of the law.

27.2 This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27.3 Transmission of an executed counterpart of this Contract (but for the avoidance of doubt, not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "*wet-ink*" counterpart of this Contract. If this method is adopted, without prejudice to the validity of the Contract thus made, each party shall on request provide the other with "*wet-ink*" hard copy originals of their counterpart.

28. Jurisdiction

The Contract shall be governed by and interpreted in accordance with the laws of Ireland and shall be subject to the jurisdiction of the Irish courts.