



NATIONAL TRANSPORT AUTHORITY

and

[•]

Framework Agreement

For Property Management Services

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THIS AGREEMENT is made the _____ 2026

BETWEEN

- (1) **NATIONAL TRANSPORT AUTHORITY** (or in the Irish language, **AN tÚDARÁS Náisiúnta Iompair**), a statutory corporation established under the Dublin Transport Authority Act 2008, as when amended from time to time and having its principal office at Haymarket House, Haymarket, Dublin 7, D07 CF98 Ireland (the “**Authority**”); and
- (2) **[Insert name of supplier]**, a company incorporated under the laws of Ireland with registration number *[insert company number]* and whose registered office is at *[insert registered address]* (the “**Supplier**”).¹

RECITALS:

- (A) The Authority is a statutory body established under the Dublin Transport Authority Act 2008. The Authority’s statutory responsibilities include procuring public transport services by means of public transport services contracts and developing an integrated, accessible public transport network.
- (B) The Authority wishes to manage and maintain various properties (the “**Facilities**”) used for the operation of public transport services throughout Ireland.
- (C) The Authority wishes to appoint a number of suppliers to a multi-supplier framework for the management and maintenance of such Facilities.
- (D) The Authority has conducted a public tender competition in connection with the management and maintenance of such Facilities (the “**Tender Competition**”).
- (E) In response to the Tender Competition, the Supplier has submitted a tender and has been selected by the Authority as one of the successful tenderers.
- (F) The Authority and the Supplier have reached an agreement as set out in this Framework Agreement.

NOW IT IS AGREED as follows:

¹ To be amended as necessary to reflect the details of the successful Tenderer.

PART 1 - DEFINITIONS AND INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Framework Agreement (including the RECITALS), unless the context requires otherwise:

“Agreed Form” means, in relation to a document, that its form and content have been agreed between the parties thereto, such agreement to be evidenced by having the cover page initialled by or on behalf of the parties thereto and, where not a party to the document, by the Authority for the purposes of identification.

“Framework Agreement” means this contract together with the Schedules.

“Approval” means any agreement, consent, permission, expression of satisfaction or other approval to be given by the Authority’s Representative and, where specified, the Authority, under the terms of this Framework Agreement and the term **“Approved”** shall be interpreted accordingly.

“Associated Companies” means the Supplier and any undertaking which from time to time is a subsidiary of the Supplier or is the Holding Company of the Supplier or ultimate Holding Company of the Supplier or a Subsidiary of any such Holding Company and for the purposes of this definition “Subsidiary” and “Holding Company” shall have the meanings given to them in the Companies Act 2014, and the term **“Associated Company”** shall be construed accordingly.

“Authority’s Representative” means such person named in Clause 14.3 (Addresses) or such person or persons (or such substitute or substitutes) as may be notified (in writing) by the Authority to the Supplier to act as the Authority’s Representative under this Framework Agreement, or in default of notification any senior officer for the time being of the Authority.

“Call-Off Contract” means a contract for the provision of Facilities Maintenance and Services called off in accordance with Clause 6 of this Framework Agreement.

“CEDR” means the International Centre for Effective Dispute Resolution.

“Central Statistics Office” means the body of that name which is the agency of the Government responsible for compiling and disseminating certain official Irish statistics.

“Claim” means any claim, demand or proceeding.

“Commencement Date” means the date of execution of this Framework Agreement.

“Confidential Information” has the meaning given to it in Clause 15.1 (Confidential Information).

“Control” means:

- (a) in the case of a corporate entity, direct or indirect ownership of at least fifty (50) per cent of the stock or shares having the right to vote for the appointment of the directors of such corporate entity; or

- (b) in the case of a non-corporate entity, direct or indirect ownership of at least fifty (50) per cent of the equity interest with the power to direct the management and policies of such non-corporate entity,

and “**Controlled**” shall be construed accordingly.

“**Contaminant**” includes any material, substance, chemical, gas, liquid, waste, effluent, pollutant or contaminant which, whether on its own or admixed with another, is identified or defined in or regulated by or pursuant to any Law or which upon release into the Environment presents a danger to the Environment or to the health or safety or welfare of any person.

“**Disclosed Data**” has the meaning given to it in Clause 4 (Disclaimers).

“**Disclosing Party**” has the meaning given to it in Clause 15.1 (Confidential Information).

“**Dispute**” means a difference or dispute of whatever nature between the Authority of the one part and the Supplier of the other part arising under, out of or in connection with this Framework Agreement (including, without limitation, any question of interpretation of this Framework Agreement) and the term “**Disputed**” shall be interpreted accordingly.

“**Dispute Resolution Procedure**” means the procedure referred to in Clause 12 (Dispute Resolution Procedure).

“**Encumbrance**” means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security, together with any option, right of pre-emption, right to acquire or preferential right or arrangement in relation to an asset or assets of a person and any other equity or preferential right or any agreement or arrangement to create any of them.

“**Environment**” means the environment generally including all of its physical and ecological aspects including air (including that within buildings or natural and other man-made structures above or below ground); waters (including, without limitation, the open sea, coastal or inland waters, ground waters, and waters in drains and sewers); and land (including, land under any water as described above, surface land and sub-surface land).

“**Euro**” means euro, the lawful currency for the time being of the State.

“**Event of Default**” means any of the events set out in Clause 8.2 (Events of Default), and **Events of Default** shall be construed accordingly.

“**Expiry Date**” means, subject to the terms of this Framework Agreement:

- (a) the day before the day falling eight (8) years after the Commencement Date;
or
- (b) if the Authority exercises its right under Clause 2.2 (Contract Period Extension), the date specified by the Authority pursuant to such exercise.

“**Facilities Maintenance and Services**” means any design, works, maintenance, services, commissioning, testing, operational or maintenance services for Facilities called off under a Call-Off Contract.

["**Guarantor**"] means [•].]²

"**Index**" means the Consumer Price Index (all items) of Ireland published from time to time by the Central Statistics Office (or by any successor or replacement thereto).

"**Law**" means any law applicable in the State (without further enactment) and shall include without limitation, common law, statute, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instruments, or delegated or subordinate legislation, and **Laws** shall be construed accordingly.

"**Legal Requirement**" means the requirement of any European Community Law or of any Law, any requirements of relevant authorities which have jurisdiction with regard to any part of the Facilities Maintenance and Services or whose systems may be affected by any part of the Facilities Maintenance and Services, and **Legal Requirements** shall be construed accordingly.

"**Local Government Rates**" means any charge or rate levied in respect of the Facilities and imposed and collected by a rating authority under the Local Government Rates and Other Matters Act 2019 (as amended).

"**Loss**" means any loss, damage, cost, expense, charge, fee or liability.

"**Mediation Notice**" shall have the meaning set out in Clause 12.3 (Mediation).

"**Notice**" has the meaning given to it in Clause 14.1 (Requirement for Writing).

"**Prohibited Acts**" has the meaning given to it in Clause 26.1 (Prohibited Acts).

"**Receiving Party**" has the meaning given to it in Clause 15.1 (Confidential Information).

"**Recipient**" has the meaning given to it in Clause 15.1 (Confidential Information).

"**Related Company**" has the meaning given to it in sub-section 10 and sub-section 11 of section 2 of part 1 of the Companies Act 2014 (as amended).

"**Relevant Competition Authority**" means the European Commission or the Competition and Consumer Protection Commission or such other regulator who may have concurrent jurisdiction with the Competition and Consumer Protection Commission.

"**Site**" means each area on and around which Facilities are in operation and as more particularly identified in a Call Off Contract.

"**Staff**" means the employees of the Supplier and/or of any Associated Company and/or of any service providers of any tier (which, for the avoidance of doubt, shall include sub-contractors), and/or any employees, servants or agents of any of them, engaged in connection with the performance of the Facilities Maintenance and Services.

"**State**" means Ireland.

² Note to tenderers: Depending on tenderer structure.

“Supplier’s Proposals” means the proposals prepared by the Supplier prior to the Commencement Date and included in Schedule 2 (Supplier’s Proposals).

- 1.2 **“Supplier’s Representative”** means the person named as the Supplier’s Representative in Clause 14.3 (Addresses) or such other person as the Authority may consent to acting as Supplier’s Representative or in default of notification any senior officer for the time being of the Supplier.

“Suspension Event” shall mean the occurrence at any time of one or more of the following events:

- (a) If at any time during the Framework Agreement term, a material change to the technical, economic or other capabilities of the Supplier occurs, the Authority may treat the same as a Suspension Event;
- (b) if there is a death or serious injury to any person at any Site caused by any act, omission, negligence or default of the Supplier;
- (c) the Supplier causes a release of any Contaminant to the Environment, where such release is likely to have a significant impact or effect on the Environment, people or property; and
- (d) the Supplier is in breach of a Call-Off Contract.

“Term” means the period commencing on the Commencement Date and expiring on the earlier of:

- (a) the Expiry Date; or
- (b) the Termination Date.

“Term Extension” has the meaning given to it in Clause 2.2 (Contract Period Extension).

“Termination Date” means the date upon which this Framework Agreement is terminated in accordance with the terms of this Framework Agreement.

“Working Day” means a day (other than a Saturday or Sunday or public holiday) on which banks are generally open for business in Dublin.

1.3 Interpretation

In this Framework Agreement, unless the context requires otherwise:

- (a) headings, sub-headings and the table of contents are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Framework Agreement;
- (b) all references to Clauses and Schedules are references to, Clauses of, and Schedules to, this Framework Agreement, and all references to parts, sections and paragraphs, Annexes or Appendices are references to parts, sections and paragraphs contained in, and Annexes and Appendices to, the Schedules;

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- (c) all references to any agreement (including, without limitation, this Framework Agreement), document or other instrument include (subject to all relevant approvals and any other provision of this Framework Agreement expressly concerning such agreement, document or other instrument) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned;
 - (d) all references to any statute or statutory provision (including any subordinate legislation) shall include references to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include, without limitation, any statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, codes of practice, code of conduct, rule of court, instrument or delegated or other subordinate legislation made under the relevant statute;
 - (e) all references to time of day shall be a reference to whatever time of day shall be in force in the State;
 - (f) any reference to “requirements” or “obligations” shall be to such requirements or obligations as may be subsequently altered or supplemented in accordance with the terms of this Framework Agreement;
 - (g) the words “herein”, “hereto” and “hereunder” refer to this Framework Agreement as a whole and not to the particular Clause, Schedule, Part, Section, Paragraph, or Annex or Appendix to the Schedules, in which such word may be used;
 - (h) words importing the singular shall include the plural and vice versa;
 - (i) words importing a particular gender shall include all genders;
 - (j) “person” includes any individual, any joint venture, association or partnership (whether or not having separate legal personality), any company, any firm, any trust, any body corporate, any government, any governmental body, any state, any agency of a state, any authority, any local authority, any emanation, any agency or instrumentality, or any unincorporated body of persons or association, and a reference to a person (including a party to this Framework Agreement) includes a reference to that person’s legal personal representatives, successors and assigns;
 - (k) any reference to a public organisation or representative shall be deemed to include a reference to any successor to such public organisation or representative or any organisation or entity or representative which has taken over the functions or responsibilities of such public organisation or representative;
 - (l) where the Supplier consists of two or more persons all the respective covenants by the Supplier shall be deemed to be by such persons jointly and severally;
 - (m) references to “parties” mean the parties to this Framework Agreement and references to a “party” mean one of the parties to this Framework Agreement;
 - (n) all monetary amounts are expressed in Euro;
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- (o) any references to the Authority shall be deemed to include a reference to the Authority's Representative, the Authority's advisers, consultants, servants, sub-contractors and/or agents;
 - (p) any references to the Supplier shall be deemed to include a reference to the Supplier's Representative, the Supplier's advisers, consultants, servants, sub-contractors and/or agents;
 - (q) wherever this Framework Agreement obliges the parties to pay any amount to the other party in respect of any Loss, Claim or other sums incurred by the parties:
 - (i) such obligation shall be construed as applying only to so much of such sums as have been properly incurred on an arm's length commercial basis or, where not incurred on an arm's length commercial basis, so much of them as are proper and reasonable; and
 - (ii) the parties shall, where requested by the other party, provide supporting evidence of such Loss, Claim or other sums;
 - (r) the Authority shall not be imputed with knowledge of any fact, matter or thing merely because that fact, matter or thing is within the knowledge of the State's servants or agents;
 - (s) any reference to the statutory duties or functions of the Authority shall be a reference to such duties or functions (including powers and discretions) from time to time and shall include any common law duties and functions (including powers and discretions);
 - (t) if the result of any calculation to be rounded up or down to a multiple of a specified figure (after deducting the next lower multiple of the specified figure) is exactly half that specified figure (for example, where amounts are to be rounded up or down to the nearest ten (10), the calculation gives a five (5)), then such result shall be rounded up to the nearest multiple of the specified figure;
 - (u) any reference to "day" shall, unless otherwise stated, mean the period of time which begins with one midnight and ends with the next;
 - (v) any reference to the obligations or responsibilities of the Supplier under this Framework Agreement shall, where applicable, be deemed to apply to the Staff;
 - (w) where the context requires, any reference in this Framework Agreement to "approval" shall include "Approval", reference to "certificate" shall include "Certificate", reference to "acknowledge" shall include "Acknowledged", reference to "notice" shall include "Notice";
 - (x) in the event that an ambiguity or question of intent or interpretation arises, this Framework Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of the provisions of this Framework Agreement;
 - (y) any Approval shall be at the absolute discretion of the Authority's Representative or the Authority, as the case may be, except where expressly stated otherwise in this Framework Agreement;
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- (z) the term “including” means including but without limitation;
- (aa) the rule known as the ejusdem generis rule shall not apply to the interpretation of this Framework Agreement and accordingly general words, including those introduced by “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by general words; and
- (bb) the words in this Framework Agreement shall bear their natural meaning, save for any of the interpretations above that state otherwise.

1.4 Language

The language of this Framework Agreement is English. All correspondence, drawings, design data, test reports, certificates, specifications and information shall be entirely in English. Except where specifically provided for within this Framework Agreement or otherwise required by Law (in which case the relevant language shall be Irish), all operating and maintenance instructions, identification labels and other written and printed matter required for the performance of the Facilities Maintenance and Services shall be in English, as shall instructions and notices to the public and the Staff and all other signing and information notices.

1.5 Ambiguity

In the case of any ambiguity or discrepancy:

- (a) between the provisions in this Framework Agreement (excluding for this purpose, the Schedules) and the provisions of any Schedule, the provisions of this Framework Agreement (excluding for this purpose, the Schedules) shall prevail;
- (b) between the provisions of particular Schedules, the provisions which provides the safest and most conservative result, the highest standard of work or service, as determined by the Authority’s Representative, shall prevail;

1.6 Contra Proferentem

The parties have had the opportunity to take legal advice on this Framework Agreement and no terms shall therefore be construed contra proferentem.

2. DURATION

2.1 Term

This Framework Agreement shall remain in effect for a period of 8 years.

2.2 Term Extension

n/a

2.3 No Commitment

No commitment on the level of spending through the Framework Agreement is made or implied and the Authority does not guarantee that any work, item or services will be procured under the Framework Agreement and reserves the right for itself and for the Contracting Authorities to carry out separate procurement processes for, or otherwise obtain, works within the scope of the Framework Agreement should it or one or more of the Contracting Authorities at its, or their, sole discretion consider it appropriate to do so.

2.4 Contracting Authorities

The Framework Agreement is accessible by the Contracting Authorities, and such references to the processes to award a Call-Off Contract in this Framework Agreement apply to the Authority and/or the Contracting Authorities as the case may be.

3. WARRANTIES AND REPRESENTATIONS

3.1 Reliance

The Supplier acknowledges that the Authority has entered into this Framework Agreement in reliance on the representations and warranties contained in this Framework Agreement.

3.2 General

The Supplier represents and warrants to the Authority that, as at the Commencement Date:

- (a) the Supplier is a company duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and it has the power and authority to own its assets and to conduct the business and to provide the Facilities Maintenance and Services which it provides or proposes to provide;
- (b) the Supplier has full power and authority:
 - (i) to execute and deliver this Framework Agreement; and
 - (ii) to comply with the provisions of, and perform all of its obligations and exercise all of its rights under, this Framework Agreement;
- (c) the Supplier has taken all necessary action to authorise the execution and delivery of this Framework Agreement and the transactions contemplated hereby and thereby;
- (d) the entry into and performance by the Supplier of this Framework Agreement does not, and will not, violate in any respect any of the following:
 - (i) any Law or Legal Requirement or any regulation applicable to the Supplier; or
 - (ii) the constitutional documents of the Supplier; or
 - (iii) any agreement, contract or other undertaking to which the Supplier is a party or which is binding on the Supplier or any of its property or assets; or

- [(iv) any agreement, contract or other undertaking to which the Guarantor is a party or which is binding on the Guarantor or any of its property or assets;]³
- (e) this Framework Agreement constitutes legal, valid and binding obligations of the Supplier enforceable in accordance with its terms except as may be limited by any relevant bankruptcy, insolvency, examination or similar laws affecting creditors' rights generally, the principles of equity and equitable remedies, limitation of claims or defences of set-off, counterclaim or similar principles; and
- (f) the Supplier's Proposals are fit for purpose for the successful management and maintenance of Facilities the subject of a Call-Off Contract.

3.3 Savings

The warranties by the Supplier under any provision of this Framework Agreement shall be without limitation to any warranty by the Supplier in favour of the Authority under any other provision of this Framework Agreement.

4. DISCLAIMERS

4.1 Disclosed Data

The Authority, its advisers, consultants, servants, contractors and/or agents have made, prior to the Commencement Date, or may make, prior to any Call-Off Contract, available to the Supplier certain materials, documents and data related to certain Sites and any Facilities Maintenance and Services that may be the subject of a Call-Off Contract and other matters which are or may be relevant to the obligations undertaken by the Supplier under this Framework Agreement or a Call-Off Contract (the "**Disclosed Data**"). The Disclosed Data includes, without limitation, all such materials, documents and data which were provided to the Supplier in connection with the request for tenders in respect of the Facilities Maintenance and Services.

4.2 Deficiencies in Disclosed Data

The Authority, its advisers, consultants, servants, contractors and/or agents shall not be liable to the Supplier (whether in contract, tort, by statute or otherwise howsoever and whether or not arising out of any negligence on the part of the Authority its advisers, consultants, servants, contractors and/or agents) in respect of any inaccuracy, error, omission, unfitness for purpose, defect or inadequacy of any kind whatsoever in the Disclosed Data.

4.3 No Warranty on Disclosed Data

The Authority, its advisers, consultants, servants, contractors and/or agents give no representation, warranty or undertaking that the Disclosed Data represents all of the information in their possession or power (either during the tender for the Facilities Maintenance and Services, at or after the Commencement Date) relevant or material to a Site, Facilities Maintenance and Services or the obligations undertaken by the Supplier under this Framework Agreement or a Call-Off Contract. The Authority, its advisers, consultants, servants, contractors

³ Note to tenderers: Depending on tenderer structure.

and/or agents shall not be liable to the Supplier in respect of any failure to disclose or make available (whether before or after the Commencement Date) to the Supplier any information, documents or data, nor to keep the Disclosed Data up to date, nor to inform the Supplier (whether before or after the Commencement Date) of any inaccuracy, error, omission, unfitness for purpose, defect or inadequacy in the Disclosed Data.

4.4 Supplier Acknowledgement

The Supplier acknowledges and confirms that:

- (a) it has conducted its own analysis and review of the Disclosed Data provided before the Commencement Date and has before the Commencement Date satisfied itself as to the accuracy, completeness and fitness for purpose of all such Disclosed Data upon which it places reliance;
- (b) it will conduct its own analysis and review of the Disclosed Data provided after the Commencement Date and before any Call-Off Contract and will, prior to such Call-Off Contract, satisfy itself as to the accuracy, completeness and fitness for purpose of all such Disclosed Data upon which it places reliance;
- (c) it shall not be entitled to make any Claim against the Authority or any Contracting Authority their advisers, consultants, servants, contractors and/or agents whether in damages or for extensions of time or additional payments under this Framework Agreement or any Call-Off Contract on the grounds of any misunderstanding or misapprehension in respect of the Disclosed Data or on the grounds that incorrect or insufficient information relating thereto or to any Call-Off Contract was given to it by any person, whether or not in the employ of the Authority its advisers, consultants, servants, contractors and/or agents; and
- (d) it shall not be relieved from any risks or obligations imposed on or undertaken by it under this Framework Agreement on any grounds contemplated by this Clause 4.4 (Supplier Acknowledgment),

provided that the acknowledgement and confirmation given in this Clause 4.4 (Supplier Acknowledgment) shall not constitute grounds for bringing an action against the Supplier by the Authority, or give rise to a right of termination on the part of the Authority, but the Authority may rely on such acknowledgement and confirmation for the purpose of defending or contesting any action brought against it or claim made by the Supplier.

5. CALL-OFF CONTRACTS

- 5.1 If, during the Term, the Authority and/or any Contracting Authority has a requirement for the provision of Facilities and their operation and maintenance, it may procure same from the

Supplier by awarding a Call-Off Contract to the Supplier in accordance with the procedures set out in Clause 6 (the "**Call-Off Procedure**").

- 5.2 A Call-Off Contract awarded within the Term may be for Facilities Maintenance and Services that continue after the Expiry Date.
- 5.3 Each Call-Off Contract shall constitute a separate contract for the Facilities to which it relates. Default by the Authority or any Contracting Authority in relation to any one Call-Off Contract shall not entitle the Supplier to treat such as a breach of this Framework Agreement and/or terminate this Framework Agreement.
- 5.4 By signing and returning a Call-Off Contract, the Supplier acknowledges and agrees that it has entered into a legally binding contract with the Authority or the relevant Contracting Authority, as the case may be, to execute the Facilities Maintenance and Services specified in the relevant Call-Off Contract of the terms of that Call-Off Contract.

6. **CALL-OFF PROCEDURES**

6.1 Mini Competition

Where the Authority and/or any Contracting Authority wishes to award a Call-Off Contract, it may use the following procedure (a "**Mini Competition**"):

- (a) Subject to the remainder of this Clause 6.1 (Mini Competition), all suppliers who have been appointed to a framework agreement for the supply of Facilities Maintenance and Services who are entitled to participate in a Mini-Competition (the "**Mini-Competition Suppliers**") may be invited by the Authority and/or any Contracting Authority to take part in a process in accordance with this Clause 6.1 (Mini Competition), for the award of an Call-Off Contract. Ther Participants in the Framework are listed below, in alphabetical order;

- (b) The Mini-Competition will include the Authority and/or the Contracting Authority's:
- (i) requirements in respect of a Call-Off Contract;
 - (ii) instructions for submission of a Mini-Competition by each Mini-Competition Supplier; and
 - (iii) evaluation criteria and weightings against which the Mini-Competition will be assessed per Schedule 3 (Evaluation Criteria), or such other criteria and/or
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weightings as the Authority and/or the Contracting Authority may, from time to time, require.

- (c) If the Supplier chooses to participate in a Mini-Competition, the Supplier shall submit a Mini-Competition response in accordance with the instructions set out in the Mini-Competition (an “Offer”) and the technical solution must be based on Schedule 2 (Supplier’s Proposals).
- (d) An Offer must not be qualified in any way and must be submitted strictly in accordance with the Mini-Competition instructions. An Offer must not be accompanied by any covering letter that could be construed as rendering the Offer equivocal and/or placing it on a different footing from other Mini-Competition Supplier’s response. Any matter which could be construed as a qualification (whether commercial or non-commercial) may be queried by the Authority and/or the Contracting Authority and unless resolved in a reasonable time determined by, and to the satisfaction of, the Authority and/or the Contracting Authority through the Mini-Competition query process (which will be set out in the Mini-Competition instructions) the Authority and/or the Contracting Authority shall be entitled not to consider further the relevant Offer.
- (e) The Authority and/or the Contracting Authority will evaluate compliant Mini-Competition responses received from Mini-Competition Suppliers in accordance with the instructions set out in the Mini-Competition.
- (f) Following the evaluation of Mini-Competition responses, if any of the following scenarios apply to the Mini-Competition Supplier ranked first:
 - (i) a default occurs, (or the Authority and/or the Contracting Authority becomes aware that a default is likely to occur), under any other Call-Off; or
 - (ii) the Mini-Competition Supplier is no longer able to undertake the proposed Call-Off; or
 - (iii) there is a conflict of interest with the provision of the Facilities Maintenance and Services,

then the Authority and/or the Contracting Authority reserves the right to refrain from awarding the relevant Call-Off Contract to that Mini-Competition Supplier and may instead award the Call-Off Contract to the next highest ranked Mini-Competition Supplier.

- (g) The decision to award a Call-Off Contract will be made on the most economically advantageous Mini-Competition Supplier response by application of the evaluation criteria set out in the Mini-Competition.
- (h) The Authority and/or the Contracting Authority reserves the right to include successive stages and negotiation rounds within a Mini-Competition, with the ability to reduce the number of Mini-Competition Suppliers (by application of the evaluation criteria and weightings set out within the Mini-Competition) to proceed to a final tender stage before a decision to award a Call-Off Contract is made. Any successive stages and the process for reducing the number of Mini-Competition Suppliers at the relevant stage(s) will be set out in the Mini-Competition.

- (i) If the Authority and/or the Contracting Authority decides to award a Call-Off Contract to the Supplier, the Call-Off Contract shall be implemented by the Authority and/or the Contracting Authority and the Supplier.

6.2 Additional Information

- (a) The Supplier is entitled to take part in a Mini Competition procedure or be allocated a Call-Off Contract unless:
 - (i) they have been suspended from this Framework Agreement pursuant to Clause 6.3 (Suspension) of this Framework Agreement; or
 - (ii) the Supplier confirms that it does not have capacity or does not wish to participate or receive a Call-Off Contract; or
 - (iii) there is, in the opinion of the Authority or a Contracting Authority, an actual or potential conflict of interest between the Supplier and the relevant Facilities Maintenance and Services which are the subject of a Call-Off Contract and/or with the Authority or a Contracting Authority or third parties connected with the relevant Facilities Maintenance and Services and the Supplier has not demonstrated, to the relevant Authority's and/or the Contracting Authority's reasonable satisfaction, that appropriate measures are in place to remedy the actual or potential conflict of interest; or
 - (iv) the Supplier is, in the opinion of the Authority and/or a Contracting Authority, unable to deliver the full scope of Facilities Maintenance and Services of the proposed Call-Off Contract within the timeframe desired by the Authority or a Contracting Authority.
- (b) The Authority and/or any of the Contracting Authorities reserves the right to contact the Supplier to ask it to confirm its capacity and/or interest to undertake a Call-Off Contract and/or whether there is a potential or actual conflict of interest and/or to respond to particular questions regarding a proposed Facilities Maintenance and Services.
- (c) There is no guarantee, express or implied, that the Supplier will receive any or a particular volume of Call-Off Contract under this Framework Agreement and the Authority reserves the right, on its own behalf and on the behalf of the Contracting Authorities, not to allocate any Call-Off Contract to the Supplier. For the avoidance of doubt, neither the Authority nor the Contracting Authorities shall have any liability to the Supplier (including under this Framework Agreement, any Call-Off, under common law or otherwise) for any sums in respect of loss of anticipated profit, loss of contract, consequential or economic loss or any other losses and expenses whatsoever, whensoever or howsoever arising in the event that the Authority or a Contracting Authority does not proceed to award a Call-Off Contract or volume of Call-Off Contracts to the Supplier under this Framework Agreement or otherwise.
- (d) The Framework Rates (Schedule 1), are hereby agreed:
 - (i) to be the maximum rates to be charged for the duration of one (1) year from the Commencement Date. The method for adjusting prices under this Framework Agreement shall be the Index. Index adjustments will apply on

each anniversary of the Commencement Date. The tendered rates, and each subsequently approved Index adjustment, shall be deemed to be the “**Ceiling Rates**” for that respective annual period and shall not be exceeded. In no event shall the Supplier charge rates exceeding the Ceiling Rates, regardless of any other external or internal factors affecting costs or pricing. For the avoidance of doubt, the Supplier may submit rates lower than or equivalent to the Ceiling Rates in associated Call-Off Contracts (and each such rate lower than the Ceiling Rate is a “**Discount**”)

- (e) The Ceiling Rates less any Discount shall be used to determine the agreed lump sum in each Mini-Competition.
- (f) If the parties to this Framework Agreement mutually agree, alternative price adjustment methods may be proposed and applied. Any such alternative method must be agreed upon in writing by all parties and incorporated via a written amendment to this Framework Agreement.
- (g) If any of the equipment or materials referred to in the Supplier’s Proposals are no longer applicable due to a change in technology or obsolescence, the Supplier shall propose alternative technology solutions that achieve the same outcome (or better). These alternative solutions will remain subject to the original Ceiling Rates, where and to the extent that the alternative solutions are considered acceptable to the Authority and the relevant Contracting Authorities.
- (h) Any Call-Off Contract awarded to the Supplier shall only become legally binding upon (i) the Authority or the Contracting Authority (as the case may be) and (ii) the Supplier executing the Call-Off Contract.
- (i) If the Authority identifies any non-compliance under this Framework Agreement or under a Call-Off Contract of any Key Performance Indicators (where applicable and as defined in the applicable Call-Off Contract) in respect of the Supplier or in the event the Supplier is no longer able to undertake a Call-Off Contract, then the Authority reserves the right to refrain from placing a Call-Off Contract with the Supplier (regardless of whether the Supplier is successful in a Mini Competition).
- (j) The Authority and/or a Contracting Authority shall be entitled, at its sole discretion, to award without a prior Mini-Competition one or more Call-Off Contracts to any Mini Competition Supplier where one or more of the following apply:
 - (i) the scope of the Call-Off Contract is intended as the extension of existing Facilities Maintenance and Services and the holding of a mini competition may oblige the Authority and/or Contracting Authority to acquire services, supplies (including equipment and material) and/or works with different technical characteristics which would result in incompatibility and/or disproportionate technical difficulties in operation and maintenance; or
 - (ii) the scope of the Call-Off Contract is intended as a partial replacement of an existing Facility and/or infrastructure and the holding of a Mini-Competition may oblige a Authority and/or a Contracting Authority to acquire services, supplies (including equipment and material) and/or works with different technical

characteristics which would result in incompatibility and/or disproportionate technical difficulties in operation and maintenance.

6.3 Suspension

- (a) Without prejudice to any other rights or remedies of the Authority and/or a Contracting Authority, if a Suspension Event occurs the Authority and/or a Contracting Authority may in its discretion at any time after such occurrence suspend Supplier from participation in some or all parts of the Mini Competition procedure described in this Clause 6 (Call-Off Procedures), until the performance has been remedied to the Authority and/or a Contracting Authority's reasonable satisfaction and the Authority and/or a Contracting Authority confirms in writing to the Supplier that the suspension is lifted.
- (b) Following the occurrence of a Suspension Event the Authority and/or a Contracting Authority and the Supplier will discuss the actions necessary to remedy the relevant failure or breach which has resulted in the Suspension Event and, at the Authority and/or a Contracting Authority's option the Supplier shall then either:
 - (i) remedy the relevant failure or breach; or
 - (ii) deliver to the Authority and/or a Contracting Authority a remediation plan and programme for remedying the relevant matter which must be acceptable to the Authority and/or a Contracting Authority (acting reasonably).
- (c) If the Supplier remedies the relevant failure or breach (or otherwise undertakes the steps identified in any remediation plan accepted by the Authority and/or a Contracting Authority in accordance with Clause 6.3(b)(ii) to the reasonable satisfaction of the Authority and/or a Contracting Authority, the Authority and/or a Contracting Authority will notify the Supplier that this is the case and (if applicable) any relevant suspension will be lifted from the date and to the extent stated in the relevant notice as determined by the Authority and/or a Contracting Authority acting reasonably.
- (d) In the absence of agreement between the Authority and/or a Contracting Authority and the Supplier on whether a Suspension Event has occurred or the steps necessary to remedy the relevant failure or breach the Authority may notify the Supplier of the steps it believes are necessary to do so and the Supplier will proceed as instructed by the Authority and/or a Contracting Authority.
- (e) In the event that the Supplier is suspended in accordance with Clause 6.3(a) (Suspension) any existing Call-Off Contract will remain in force (unless suspended or terminated in accordance with the applicable Call-Off Contract).

7. INFORMATION

7.1 Use of Information

The Supplier shall only use any information provided to it by the Authority or any person that the Authority has procured to deliver information in connection with this Framework Agreement solely for the purposes of this Framework Agreement and for no other purpose.

7.2 Oireachtas Questions and Issues

Notwithstanding the provisions of Clause 15 (Confidentiality), the Authority shall be entitled to disclose in the course of carrying out its public functions any information to which this Clause 7.2 (Oireachtas Questions and Issues) applies to the extent that it deems necessary or appropriate and shall not be obliged to keep any such information confidential.

8. TERMINATION

8.1 Right to Terminate

The Authority may terminate this Framework Agreement with immediate effect by giving written notice to the Supplier on or at any time after the occurrence of one or more of the Events of Default specified in Clause 8.2 (Event of Default).

8.2 Event of Default

Each of the following shall be an “**Event of Default**”:

(a) Default

The Supplier being in material or persistent breach of any of its obligations under this Framework Agreement and, in the case of a material but not persistent breach, if the material breach is capable of remedy, failing to remedy the breach within twenty (20) Working Days (or such other period as the Authority may specify) starting on the day after receipt of written notice from the Authority giving full details of the breach and requiring the Supplier to remedy the breach.

(b) Insolvency

- (i) A petition is presented which is not withdrawn or dismissed within a period of fifteen (15) Working Days from the date of such presentation or an order is made or a resolution is passed for the winding-up of the Supplier (unless such order or resolution is part of a voluntary scheme for the reconstruction or amalgamation of the party as a solvent corporation and the resulting corporation or other resulting person undertakes to be bound by this Framework Agreement); or
- (ii) any action is taken by its officers or any other person for the winding-up, dissolution or striking off of the Supplier; or
- (iii) the Supplier becomes insolvent or is unable to pay its debts as they fall due or the Supplier stops or threatens to stop making payments generally or declares or threatens to declare a moratorium with respect to all or any part of its debts or enters into any composition or other arrangement with its creditors generally; or
- (iv) any action is taken by any person to appoint a receiver, administrator, administrative receiver, examiner, trustee, or similar officer to any property or assets of the Supplier or any such receiver, administrator, administrative receiver, examiner, trustee, or similar officer is appointed; or

- (v) anything analogous to any of the foregoing events occurs in any applicable jurisdiction.

(c) Cessation of Business

The Supplier ceases or threatens to cease to carry on business.

(d) Change in Control

The occurrence of a change in Control of the Supplier to which the Authority reasonably objects by notice in writing, except where the Authority:

- (i) has given prior consent to the change in Control, which subsequently takes place as proposed; or
- (ii) has not served its notice of objection within six (6) months of the later of the date the change in Control takes place or the date on which the Authority is given notice of the change in Control by the Supplier.

(e) Compliance with Procurement Rules

- (i) In the reasonable opinion of the Authority, the Framework Agreement has been subject to substantial modification, which would require a new procurement procedure pursuant to Article 89 of Directive 2014/25/EU and/or Regulation 97 of the European Union (Award of Contracts by Utility Undertakings) Regulations 2016; or
- (ii) the Supplier has, at the time of the award of the Framework Agreement, been in one of the situations referred to in Article 57(1) of Directive 2014/24/EU of the European Parliament and of the Council, and/or Regulation 57(1) or (2) of the European Union (Award of Public Authority Contracts) Regulations 2016 and should therefore have been excluded from the procurement procedure for this Framework Agreement; or
- (iii) the Framework Agreement should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties governing the European Union and/or Directive 2014/25/EU and/or the European Union (Award of Contracts by Utility Undertakings) Regulations 2016, which infringement has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

(f) Call-Off Termination

The Authority is entitled to terminate a Call-Off Contract for any breach or insolvency of the Supplier or if the Supplier terminates a Call-Off Contract for any reason.

9. CONSEQUENCES OF TERMINATION

9.1 Continue in Force

- (a) Notwithstanding the termination of this Framework Agreement for any reason, it shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after termination.
- (b) Each party's rights and obligations (except for those contemplated by Clause 9.1(a) (Continue in Force)) shall cease immediately on termination of this Framework Agreement, but termination of this Framework Agreement shall not prejudice any rights of either party which may have arisen on or before the date of termination.

9.2 Specific Obligations

- (a) The Supplier shall, upon the termination of the Framework Agreement, immediately deliver to the Authority, or at the request of the Authority destroy, all correspondence, documents, specifications, papers, training manuals, training literature, advertising material, records, invoice books, diaries, work schedules, contracts, licenses, address books, client lists, computer discs containing information relevant to the Authority, data, artwork, and any other property belonging to the Authority which may be in its possession or under its control or procurement.

10. ASSIGNMENT

10.1 Binding on Successors and Assigns

This Framework Agreement shall be binding on and shall ensure to the benefit of the Supplier and the Authority and their respective successors and permitted assigns.

10.2 Assignment

The Supplier shall not without the prior consent of the Authority assign, novate, or transfer this Framework Agreement or any part thereof.

11. SUB-CONTRACTING

11.1 Sub-Contracting Performance

- (a) The Supplier shall not be entitled to sub-contract performance of the Facilities Maintenance and Services in whole or part without the Authority's prior Approval.
- (b) For the avoidance of doubt, the Supplier acknowledges that it will remain primarily responsible to the Authority for the provision of the Facilities Maintenance and Services notwithstanding any sub-contracting permitted pursuant to the terms of this Clause 11 (Sub-Contracting).

12. DISPUTE RESOLUTION PROCEDURE

12.1 Referral to Representatives

Any dispute arising out of or in connection with this Framework Agreement shall be referred at first instance to the Authority's Representative and the Supplier's Representative who shall endeavour in good faith to resolve the dispute.

12.2 Escalation

In the event that the dispute cannot be resolved by these parties within fifteen (15) Working Days (or such longer period as may be agreed between the parties) of referral of the dispute to them, the matter will then be referred to the Chief Executive Officer of the Authority and the [•] of the Supplier who will also endeavour in good faith to resolve the dispute.

12.3 Mediation

- (a) In the event that the dispute cannot be resolved between the Chief Executive Officer of the Authority and the [•] of the Supplier within fifteen (15) Working Days of referral of the matter to them, either party shall be entitled to refer the dispute to mediation in accordance with CEDR procedures then in force.
- (b) The mediation process will be commenced by service by one party on the other of a written notice ("Mediation Notice") that the issue is to be referred to mediation, but in the event that the parties are unable to agree on a choice of mediator within five (5) Working Days of the date of service of the Mediation Notice, the parties shall accept a mediator nominated by CEDR.
- (c) Each party shall bear its own costs in respect of the mediation.

12.4 No Limit on Rights

Nothing in this Framework Agreement shall prevent either party from seeking injunctive or other relief in any court to protect or enforce its legal rights.

13. SET-OFF

The Supplier shall not be entitled to retain or set-off any amount due to it by the Authority against any amounts due to the Authority by it. The Authority may retain or set-off any amount due to it by the Supplier under this Framework Agreement against any amount due by the Authority to the Supplier under this Framework Agreement.

14. NOTICES

14.1 Requirement for Writing

Wherever in this Framework Agreement provision is made for the giving or issuing of any notice, submission, endorsement, consent, approval, Approval, acknowledgement, certificate or determination by any person (a "Notice"), unless otherwise specified such Notice shall be in writing and the words "notify", "endorsed", "consent", "approval", "Approval", "acknowledged", "Acknowledged", "certify" or "determined" shall be construed accordingly.

14.2 Notice Specify Response Period

Subject to Clause 14.4 (Authority Notice) and Clause 14.6 (Changes), any Notice issued by the Supplier under this Framework Agreement which requires a response from the Authority within a particular period of time (pursuant to the provisions of this Framework Agreement), shall expressly specify the particular period.

14.3 Addresses

Any Notice shall be duly given if signed by or on behalf of a duly authorised officer of the person giving the Notice and left at or sent by registered post or email transmission to the following addresses:

Authority National Transport Authority Haymarket House Haymarket Dublin 7 D07 CF98 Attention: Chief Executive Officer	Authority's Representative [•] National Transport Authority Haymarket House Haymarket Dublin 7 D07 CF98 Email: [•]@nationaltransport.ie
Supplier [•] Email: [•] Attention: [•]	Supplier's Representative [•] Email: [•]

14.4 Authority Notice

14.5 Where this Framework Agreement contemplates the service of any Notice to the Authority, notwithstanding the provisions of Clause 1.3(o) (Interpretation), such Notice must be delivered to the Authority itself (with a copy to the Authority's Representative).

14.6 Changes

Either party may change its address for notice to another address within the State by prior notice to the other party (with a copy to the Authority's Representative).

14.7 Receipt

Save where otherwise provided in this Framework Agreement, any Notice shall be deemed to have been given:

- (a) if sent by hand, when delivered; or

- (b) if sent by registered post, one (1) Working Day after posting; or
- (c) if sent by email, at the time of confirmation of receipt by the addressee.

15. CONFIDENTIALITY

15.1 Confidential Information

“Confidential Information” means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly and whether specifically designated as ‘confidential’ or which ought reasonably be regarded as confidential) under or in connection with this Framework Agreement by one party (the **“Disclosing Party”**) to the other party (the **“Receiving Party”**) whether before or after the date of this Framework Agreement including, without limitation, information relating to the Disclosing Party’s products, services, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs.

15.2 Obligations

During the term of this Framework Agreement, and after termination or expiration (for any reason) of this Framework Agreement, the Receiving Party:

- (a) will not use Confidential Information for a purpose other than the performance of its obligations under this Framework Agreement;
- (b) will not disclose Confidential Information to any third party except with the prior written consent of the Disclosing Party other than in accordance with Clause 15.3 (Permitted Disclosures) and Clause 15.4 (Ongoing Obligations); and
- (c) shall make every effort to prevent the use or disclosure of Confidential Information.

15.3 Permitted Disclosures

- (a) During the term of this Framework Agreement, the Receiving Party may disclose Confidential Information to any of its directors, officers, employees, agents and sub-contractors (a **“Recipient”**) to the extent that disclosure is reasonably necessary for the purposes of this Framework Agreement.
- (b) The Receiving Party shall ensure that a Recipient is made aware of and complies with the Receiving Party’s obligations of confidentiality under this Framework Agreement as if the Recipient was a party to this Framework Agreement.
- (c) The obligations in this Clause 15 (Confidentiality) shall not apply to the extent that:
 - (i) the disclosure of Confidential Information is required by the law of any relevant jurisdiction (including for the avoidance of doubt any disclosure reasonably required under the Freedom of Information Acts, 2014) or pursuant to an order of a court of competent jurisdiction;
 - (ii) the disclosure of Confidential Information is required by any securities exchange or regulatory or governmental body to which the Disclosing Party is subject, including (amongst other bodies) the Public Accounts Committee, any

other Oireachtas Committee, and/or the Irish Stock Exchange, whether or not the requirement to disclose the Confidential Information has the force of law;

- (iii) the Confidential Information is disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of that party;
- (iv) the Confidential Information has come into the public domain through no fault of that party;
- (v) the Confidential Information was in the possession of the Receiving Party before such disclosure by the Disclosing Party, as aforesaid; or
- (vi) the Confidential Information was obtained by the Receiving Party from a third party who was free to divulge the same;
- (vii) the Disclosing Party has given prior written approval to the Receiving Party in respect of the disclosure of the Confidential Information, such approval not to be unreasonably withheld or delayed; or
- (viii) the Confidential Information is necessary or desirable to enable mediation under Clause 12.3 (Mediation).

15.4 Ongoing Obligations

The obligations of both parties as to disclosure and confidentiality shall continue in force notwithstanding the termination of this Framework Agreement.

16. AGENCY

16.1 No Agency

- (a) Save as otherwise provided in this Framework Agreement, the Supplier shall not be nor be deemed to be an agent of the Authority and the Supplier shall not hold itself out as having authority or power to bind the Authority in any way.
- (b) Without prejudice to Clause 16.1(a) (No Agency), the Supplier shall not have the benefit of any state immunity and, unless otherwise agreed by the Authority, shall apply for and obtain all consents, licences and permissions which the Supplier would otherwise be obliged to obtain under any Law or Legal Requirement on the basis that the Supplier does not have the benefit of any such immunity.

16.2 Supplier Responsibility

As between the parties, the Supplier shall be responsible for the acts, defaults, omissions and neglect of the Staff, as fully as if they were the acts, defaults, omissions or neglect of the Supplier.

16.3 Supplier Knowledge

Without limitation to its actual knowledge, the Supplier shall, for all purposes of this Framework Agreement, be deemed to have such knowledge in respect of the Facilities Maintenance and

Services as is held (or as ought reasonably to be held) by the Staff in the relevant circumstances.

16.4 Independent Contractor

For the avoidance of doubt, the Supplier shall at all times be an independent contractor and nothing in this Framework Agreement shall be construed as constituting a partnership, joint venture, agency or relationship of employer and employee between the Authority and the Supplier or any of its Staff and the Supplier shall not (and shall procure that no member of its Staff shall) hold itself out as having any such relationship with the Authority.

17. RIGHTS OF THIRD PARTIES

Nothing in this Framework Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Framework Agreement.

18. WHOLE AGREEMENT

This Framework Agreement, and the agreements and documents between the parties referred to herein constitute the whole agreement and understanding of the parties as to the subject matter hereof and there are no prior or contemporaneous agreements between the parties with respect thereto. No party has relied on any representation except as expressly set out in this Framework Agreement.

19. SEVERABILITY

Each of the provisions of this Framework Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

20. WAIVER

Failure by the Authority at any time to enforce any provision of this Framework Agreement or to require performance by the Supplier of any of the provisions of this Framework Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this Framework Agreement or any part thereof or the right of the Authority to enforce any provision in accordance with its terms.

21. DELAY

No failure or delay by the Authority in exercising any claim, remedy, right, power or privilege under this Framework Agreement shall operate as a waiver nor shall a single or partial exercise of any claim, remedy, right, power or privilege preclude any further exercise thereof or exercise of any other claim, remedy, right, power or privilege.

22. REMEDIES CUMULATIVE

Except where this Framework Agreement provides otherwise, the rights and remedies contained in this Framework Agreement are cumulative and not exclusive of rights or remedies provided by Law.

23. AMENDMENTS

No amendment to this Framework Agreement shall be binding unless such amendment is in writing and signed by the duly authorised representatives of the Authority and the Supplier.

24. COMPETITION ACT**24.1 Competition Act**

- (a) In the event that either party reasonably considers that this Framework Agreement infringes or may infringe the Competition Act 2002 and/or Article 101 of the Treaty on the Functioning of the European Union, then each party will co-operate with the other using its respective reasonable endeavours and each bearing its own costs and expenses to persuade and satisfy the Relevant Competition Authority of the legality and enforceability of this Framework Agreement in its original form and for such purposes shall jointly undertake all such filings, notifications, discussions, negotiations or settlements with the Relevant Competition Authority as the parties agree shall be necessary or desirable.
- (b) In particular, without prejudice to the generality of the foregoing, the parties shall consider together whether a joint application shall be made to the Relevant Competition Authority for negative clearance or exemption under Regulation 17/62 in relation to Article 101 of the Treaty on the Functioning of the European Union.
- (c) The parties shall jointly make any necessary written or oral submissions to the Relevant Competition Authority unless requested by the Relevant Competition Authority to respond individually.

24.2 Co-operation

- (a) If any provision of this Framework Agreement is deemed unenforceable by operation of Article 101 of the Treaty on the Functioning of the European Union or the Competition Act 2002 then the parties shall in good faith consult with each other to agree an alternative provision which achieves a result as similar as possible to the result which would have been achieved by the provision deemed unenforceable.
- (b) The parties shall similarly co-operate in order to ensure that the performance of the present agreement does not bring about any breach of the Competition Act 2002 or Article 102 of the Treaty on the Functioning of the European Union when it is considered that a possible abuse of dominant position may occur as a consequence of the non-exclusive behaviour of one party.

25. CONFLICT OF INTEREST**25.1 Disclosure**

The Supplier shall disclose to the Authority, within forty-eight (48) hours of it coming to its attention, any conflict of interest or potential conflict of interest which the Supplier, any of its Associated Companies or any of its service providers of any tier (including sub-contractors) may have in performing the Facilities Maintenance and Services.

25.2 Authority Rights

In the event of any conflict or potential conflict of interest arising, the Supplier agrees and acknowledges that it is a matter for the Authority to decide the appropriate action to be taken (including termination) in accordance with section 37 of the Dublin Transport Act 2008 and the terms of this Framework Agreement.

25.3 Supplier Warranty

The Supplier hereby expressly agrees and warrants that for the duration of this Framework Agreement neither the Supplier nor any of its Associated Companies nor any of its service providers of any tier (including sub-contractors) shall, unless otherwise agreed in advance with the Authority, provide any advice to any person other than in accordance with this Framework Agreement in connection with any matter connected with the Facilities Maintenance and Services.

25.4 Third Parties

The Supplier shall ensure that the Staff comply with this Clause 25 (Conflict of Interest) and section 38 of the Dublin Transport Authority Act 2008 as if they were a party to this Framework Agreement.

26. CORRUPT GIFTS

26.1 Prohibited Acts

The Supplier shall not do and warrants that prior to the Commencement Date, it has not done nor have any of the Staff done, nor shall they do any of the following ("**Prohibited Acts**"):

- (a) offer or give or agree to give to any employee or representative of the Authority any gift or consideration of any kind as an inducement or reward for doing or for having done or forborne to do any act in relation to the obtaining or execution of this Framework Agreement or for showing or forbearing to show favour or disfavour to any person in relation to this Framework Agreement; or
- (b) enter into any agreement (including this Framework Agreement) with the Authority in connection with which commission has been paid or agreed to be paid by the Supplier or on its behalf, or to its knowledge, unless before such agreement is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to a duly authorised representative of the Authority.

26.2 Consequences of Prohibited Acts

If the Supplier (or anyone acting on its behalf) does any of the Prohibited Acts or commits any offence under the Prevention of Corruption Acts 1889 to 2010, and/or the Ethics in Public Office Act 1995, with or without the knowledge of the Supplier then, subject to Clause 26.3 (Remedies for Prohibited Acts) the following provisions shall apply:

-
- (a) If a Prohibited Act is committed by the Supplier or by the Staff (or any member of the Staff) not acting independently of the Supplier, then the Authority may terminate this Framework Agreement and any Call-Off Contract by giving notice to the Supplier.
 - (b) If a Prohibited Act is committed by the Staff (or any member of the Staff) acting independently of the Supplier, then the Authority may give notice to the Supplier of termination and this Framework Agreement and/or any Call-Off Contract identified within the aforesaid notice will terminate, unless within twenty (20) Working Days of receipt of such notice the Supplier terminates (or procures the termination) of the employment of the Staff (or the relevant member of Staff as the case may be) (which shall unless otherwise agreed with the Authority include the employer of any employee in addition to the relevant employee) and (if necessary) procures the performance of such part of the Supplier's obligations under the relevant Call-Off Contract by another person.
 - (c) Any notice of termination under this Clause 26 (Corrupt Gifts) shall specify:
 - (i) the nature of the Prohibited Act;
 - (ii) the identity of the party whom the Authority believes has committed the Prohibited Act; and
 - (iii) the date on which this Framework Agreement will terminate, in accordance with the applicable provision of this Clause 26 (Corrupt Gifts).

26.3 Remedies for Prohibited Acts

In exercising its remedies under this Clause 26 (Corrupt Gifts), the Authority shall:

- (a) act in a reasonable and proportionate manner having regard to such matters as the gravity of the Prohibited Act and the identity of the person committing the Prohibited Act; and
- (b) give all due consideration where appropriate to action other than termination including (without being limited to):
 - (i) requiring the Supplier to procure the termination of a sub-contract where the Prohibited Act is that of a sub-contractor; and
 - (ii) requiring the Supplier to procure the dismissal of an employee (whether its own or that of a sub-contractor) where the Prohibited Act is that of an employee.

27. COUNTERPARTS

This Framework Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when executed and delivered, shall constitute but one and the same instrument.

28. GOVERNING LAW AND JURISDICTION

28.1 Law

This Framework Agreement shall be governed by and construed in all respects in accordance with the laws of Ireland.

28.2 Jurisdiction

Subject to the provisions of Clause 12 (Dispute Resolution Procedure), the parties agree to submit to the exclusive jurisdiction of the Courts of Ireland as regards any Claim or matter arising out of or in relation to this Framework Agreement.

-
- (a) **IN WITNESS WHEREOF** the parties have executed this Framework Agreement on the day and date first above written.

SIGNED by

for and on behalf of

NATIONAL TRANSPORT AUTHORITY

in the presence of:

Witness:

Address:

Occupation:

SIGNED by

for and on behalf of

[SUPPLIER]

in the presence of:

Witness:

Address:

Occupation:

Schedule 1

Framework Rates
(Framework Rates to be inserted here)

Schedule 2

Supplier's Proposals
(Supplier's Proposals to be inserted here)

Schedule 3

Evaluation Criteria

When the Authority decides to procure property management services under the Framework Agreement, the Authority will send each Participant a written invitation to tender.

Participants wishing to be considered for a contract must submit a tender complying with such invitation to tender. Tenders must propose prices that are consistent with the Participant's tender proposal for the Framework Agreement, as may be adjusted in accordance with the Framework Agreement

The evaluation criteria for Call-off Contracts awarded under the framework agreement will be as follows (with the range of weighting given in brackets):

- Quality (0% - 60%)
- Price (40% - 100%)

The above criteria are not listed in order of importance. The Authority may attach different weightings to them for different Call-off Contracts, depending on the service requirements, and will indicate the weightings and the items to be considered under the Quality criterion in the invitation to tender.

Schedule 4

Form of Call-Off Contract