



An tÚdarás Pinsean
The Pensions Authority

Request for Tenders

dated 6 August 2026

to establish a

**Multi-Supplier Framework Agreement
for the provision of Legal Advisory Services
under a Multi-Supplier Framework Agreement
to the Pensions Authority RFT 8794605**

Tender procedure: Open procedure

Tender Deadline: 16 September 2026

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Part 1 INTRODUCTION

- 1.1 The Pensions Authority (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for appointment to a multi-supplier framework agreement for the provision of the services as described in Appendix 1 to this RFT (the “Services”).

1.2 **Summary description of services required:**

The Contracting Authority is seeking tenders for the provision of legal advisory services in the area of pensions law, trust law, public administrative law, regulatory law and tax law as related to pensions (the “Key Services”). Key Services will include the provision of legal assistance and legal advice in terms of general pension advices (domestic and EU), in relation to our obligations under EU law (including IORP II and III) and the implementation of EU legislation, and pensions reform. The Contracting Authority may also require legal advice relating to matters affecting its operations/workings as an organisation and, in particular, as a public sector organisation. This may include (but is not limited to) advice on data protection, property, protected disclosures, IP/IT, FOI, pay transparency, litigation, and advice on UK law (the “Additional Services”). Tenderers should have the ability to sub-contract to UK law firms if necessary, however the Contracting Authority only expects to require UK law advice rarely, if at all. References to “Services” throughout the RFT include both “Key Services” and “Additional Services”.

The Contracting Authority intends to establish a multi-supplier framework agreement (“Framework Agreement”) from which the Services can be drawn down as and when required in accordance with the terms of the Framework Agreement at Appendix 5 to this RFT. All Services provided under the Framework Agreement shall be subject to the terms and conditions of the Authority’s standard Services Contract at Appendix 6.

This public procurement competition concerns legal advisory services as listed in Annex XIV to Directive 24/2014 EU (CPV Code 791111000-5) and will therefore be conducted in accordance with Regulations 74-77 of the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. 284 of 2016) (the “Regulations”).

1.3 **Not Used**

- 1.4 It is anticipated that a minimum of three (3) and a maximum of five (5) members (each a “Framework Member”) will be appointed to the Framework Agreement. The Contracting Authority may award (or “call off”)

contracts (each a “Services Contract”) under the Framework Agreement in accordance with the rules set out in the form of Framework Agreement at Appendix 5.

- 1.5 Any Framework Agreement that may result from this public procurement competition (the “Competition”) will, subject to paragraph 1.6 below, if applicable, be for a term of two (2) years (“the Term”).
- 1.6 The Contracting Authority reserves the right, at its discretion, to extend the Term for a period or periods of up to twelve months, with a maximum of two such extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law. The Term will not exceed four (4) years in aggregate.
- 1.7 The maximum estimated value of the Services to be covered by the proposed Framework Agreement over the Term and any possible extensions shall be €1,951,219.51 (excluding VAT). Upon this maximum value being reached, the Framework Agreement will cease to have effect (subject to any modifications which may be made in accordance with Regulation 72(1) of the Regulations).
- 1.8 The Contracting Authority’s policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.
- 1.9 Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their Tender proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

PART 2: INSTRUCTIONS TO TENDERS

2.1 IMPORTANT NOTICES

- 2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.
- 2.1.2 The Contracting Authority does not bind itself to accept the lowest priced,

or any Tender. This RFT does not constitute an offer or commitment to enter into a Framework Agreement and/or Services Contract. The conclusion of a Framework Agreement with a Framework Member does not guarantee the award of any Services Contract. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this Competition at any time prior to a formal written Framework Agreement being executed by or on behalf of the Contracting Authority. The award of a Services Contract does not confer exclusivity on the successful Tenderer. Tenderers should note that the Contracting Authority shall be under no obligation to purchase any minimum value of Services under any Framework Agreement or Services Contract.

- 2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers relating to the subject matter of this RFT, and Tenderers should place no reliance on such previous documentation and correspondence.
- 2.1.4 In this clause 2.1.4, "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 Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given 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 Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given 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 Contracting Authority, the Contracting Authority's evaluation team (the "Evaluation Team") and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

2.1.5 **Not used**

2.1.6 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third-country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

2.2 COMPLIANT TENDERS

2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the selection criteria for this Competition as set out at part 3.2 below (the "Selection Criteria");
- (b) To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT using the Tender Response Document (the "TRD") provided which should not be altered other than to provide the responses sought;
- (d) To conform and comply with all instructions and requirements set out in this RFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

- 2.2.2 Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraphs 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 FRAMEWORK AGREEMENT AND SERVICES CONTRACT

- 2.3.1 The award of a Services Contract under a Framework Agreement shall be made in accordance with the rules set out in the Framework Agreement at Appendix 5 to this RFT.
- 2.3.2 Tenderers should also note the terms and conditions of the Services Contract at Appendix 6 to this RFT.
- 2.3.3 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement at Appendix 5 to this RFT and the Services Contract at Appendix 6 by signing the Tenderer's Statement Form at Appendix 3. Tenderers may not amend the Framework Agreement or the Services Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provision of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number (if applicable) and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any subcontractor) will NOT be accepted, acknowledged or responded to by the Contracting Authority. Prior to and as a condition of award of any Services Contract, successful Tenderers shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1 Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2) has passed. Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a file size limit of 250MB for each single file uploaded, with a maximum total limit of 500MB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must click on the "paper plane" icon first and then on the "Submit" button. After the "Submit" button has been clicked, in the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be resubmitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

- 2.6.2 **Tenders must be received not later than 12:00 noon (Dublin time) on 16 September 2026** (the "Tender Deadline"). Tenders that are received after the Tender Deadline WILL NOT be considered in this Competition. Tenders must be submitted in English.
- 2.6.3 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.
- 2.6.4 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Word (docx) or PDF format. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. **Queries will be accepted no later than 12:00 noon (Dublin time) on 28 August 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:

- (a) are furnished for the sole purpose of replying to this RFT only;
- (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
- (c) shall be treated as confidential by the Tenderer and by any third parties (including Subcontractors) engaged or consulted by the Tenderer; and
- (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition, if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule Response Section at Part E of the TRD.
- 2.10.2 All hourly and daily rates quoted in Tenderer's completed TRDs must be all-inclusive (i.e. including but not being limited to all ancillary costs and all other costs/expenses in matters related to transactions, meetings, consultations and any other activity in relation to the Services and all office overheads and other expenses such as printing, copying, courier charges, postage and any other costs incidental to the Services), be expressed in Euro only and

exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

- 2.10.3 Tenderers must confirm that all hourly and daily rates quoted in the Tender will remain valid for 6 months commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 6 to this RFT.
- 2.10.6 **Not Used**
- 2.10.7 Hourly and daily rates quoted by Tenderers in their Tender cannot be increased during the Term, including any extensions.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or businesses and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

- 2.13.1 Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.
- 2.13.2 The terms “Registrable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers’ attention is drawn to the Competition Act 2002 (as amended, the “2002 Act”). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

- 2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014 (as amended) and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt, Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such

information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderers shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition, a successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, a successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 Not Used

2.20.2 **Not Used**

2.21.1 The successful Tenderers shall be required to hold for the Term, and any

2.21 INSURANCE

possible extensions, the following insurances:

<i>Type of Insurance</i>	<i>Indemnity</i>
Employer's Liability	€13 million limit for any one claim or series of claims arising out of a single occurrence. Policy to be on a "claims occurring" basis.
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence. Policy to be on a "claims occurring" basis.
Professional Indemnity	€2 million limit in the aggregate per insurance year. Policy to be on a "claims made" basis.
Cyber Insurance	€2 million limit in the aggregate per insurance year. Policy to be on a "claims made" basis.

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract pursuant to the Framework Agreement, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Framework Members prior to the award of (and shall be a condition of) any Services Contract.

2.21.3 A successful Tenderer will, during the term of the Services Contract, be required to:

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request; and
- (c) produce valid certificates of insurance upon request.

Part 3: SELECTION AND AWARD CRITERIA

3.1 COMPLIANT TENDERS

3.1.1 Only those Tenderers who have:-

- a. Submitted compliant Tenders pursuant to paragraph 2.2 above, and

- b. Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations (an "Exclusion Ground") apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
- c. Declared by way of eESPD that they satisfy the Selection Criteria for this Competition, will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer (Prime Contractor) is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity: (i) completes and submits a separate eESPD in respect of each such entity, and (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Services Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following

for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below; and/or
- (iii) information concerning the Tenderer, and any proposed Subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established.

3.1.2 If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate:

- a) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT;
- b) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground; and
- c) that it does not come 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); then it shall be excluded from further participation in this competition.

3.1.3 If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate:

- a) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT;
- b) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground; and

- c) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come 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) then, it shall be excluded from further participation in this Competition unless it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

3.2.1 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a Selection criterion will be excluded from participating in this Competition.

3.2.2 Economic and Financial Standing

- a) Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.
- b) Tenderers shall demonstrate a minimum annual turnover of €500,000 for each of the last three consecutive financial years.
- c) Tenderers selected for admission to the Framework will have to provide an auditor's statement confirming the required levels of turnover as claimed in the eESPD as a pre-condition to execution of the Framework Agreement.
- d) Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.3 Technical and Professional Ability

a) ESPD

Tenderers must declare by way of an eESPD that they satisfy the technical and professional requirements set out below, and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

b) Relevant Experience and References

Tenderers must confirm that the firm is in good standing with the relevant governing bodies in Ireland (or equivalent regulating body in accordance with the relevant legislation, rules or regulations in any other Member State of the European Union. (Pass/Fail)

- c) Tenderers must demonstrate that they have sufficient organisational capacity and ability to provide the Services described within the RFT and must demonstrate that they have the level of expertise required to provide high quality services of a similar type to those sought herein. In this regard, they must provide an organisational chart giving details of the number and deployment of their proposed team members and confirm that suitably qualified and experienced alternates would be available to provide legal advisory services to the Authority, as and when required, including for short-notice requirements. (Pass/Fail)
- d) All Solicitors which are proposed by Tenderers to provide the Services must hold current valid practising certificates to act as a Solicitor in Ireland issued by the Law Society of Ireland in accordance with the Solicitors Act 1954, as amended or the appropriate regulatory authority if outside the Republic of Ireland. Proposals of barristers, consultants, etc. who do not satisfy the requirement WILL NOT be accepted.
- e) Tenderers must provide details of two (2) previous contract examples that demonstrate successful delivery by the Tenderer of the Services or services of a similar scope, scale, and complexity to those set out in Appendix 1 of the RFT within the last THREE years. (Pass/Fail).

Responses should be inserted into the contract example table provided in Part B of the TRD. Each reference contract example must not exceed 2,000 words (four A4 pages).

For each contract example provided, Tenderers must:

- include sufficient information to allow the Contracting Authority to determine the level of the Tenderers' experience delivering the Key Services and the Additional Services;
- demonstrate how the Tenderer's services relate to those being sought by the Contracting Authority at this time; and
- provide appropriate reference details for each relevant customer organisation.

The reference contract examples provided in the TRD will be evaluated by the Contracting Authority, and if the contract examples are not deemed relevant the Tenderer's response will be eliminated from the Competition and will not receive further consideration.

A satisfactory reference is defined as one where the referee confirms that the contract information provided by the Tenderer is correct and that (in the referee's view) the contract was delivered to the required specification and met or continues to meet the required service levels.

Upon request from the Contracting Authority, references must be provided to the Contracting Authority without delay.

Note: Tenderers should inform their customer referee(s) that:

- (i) the contract example(s) has been used for the purpose of responding to this RFT; and
- (ii) the Contracting Authority may contact the referee for the purposes of contract example(s) verification without prior notice being given to the Tenderer.

Tenderers must complete the Technical and Professional Ability section of the TRD in respect of each of the above requirements. The Contracting Authority may request supporting documentation or clarification in respect of any of the technical and professional requirements which must be provided without delay.

3.3 AWARD CRITERIA

- 3.3.1 Tenders will be assessed in accordance with the following award criteria and Tenderers will be appointed to the Framework Agreement on the basis of the most economically advantageous tenders as identified in accordance with the following criteria:

Ref.	Award criteria	Marks available	Minimum score required
A	Service delivery methodology and understanding of the Services requirement (as detailed in Appendix 1 of this RFT). Tenderers must set out, where indicated in the TRD their proposed approach and methodology for providing the Services requirement described	150	90

	in Appendix 1 of the RFT. Tenders that do not meet the minimum marks will be eliminated from the competition.		
B	Quality of the proposed resources for delivering the Services (as detailed in Appendix 1 of this RFT) Tenderers must set out, where indicated in the TRD, the relevant qualifications, competence, and expertise of each resource to be assigned to deliver the Services.	450	270
C	Contract management approach Tenderers must set out, where indicated in the TRD, the proposed arrangements for managing their relationship with the Contracting Authority while providing the required Services (as detailed in Appendix 1 of this RFT).	100	60
D	Sustainability: Environmental and Social Considerations In line with Green Public Procurement (GPP) principles, Tenderers must outline how their organisation actively reduces its environmental impact, and the social and environmental factors considered in delivering the required Services (as detailed in Appendix 1 of this RFT).	50	30

E	Cost Tenderers must complete the Pricing Schedule of the TRD. The requirements are set out in Appendix 1 of this RFT.	250	N/A
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3.3.2 Criteria A, B, C and D (the "Qualitative Award Criteria") shall be assessed in accordance with the following scoring table. Scores will be allocated using whole numbers between 0 and 100%. Tenderers can achieve a maximum of 750 marks for the combined Qualitative Award Criteria (A to D) above. Tenderers must achieve a minimum of 60% of the marks available where indicated above. Tenderers who do not achieve the "minimum score required" indicated above will be eliminated from the Competition and will not receive further consideration.

The Evaluation Team will, in respect of each of the Qualitative Award Criteria, first determine into which of the six scoring bands, as set out in the scoring table below, the Tenderer's response falls. The Evaluation Team will then determine the exact score within the relevant band ranges, as per the scoring table below and award the Tenderer the associated number of marks.

Weighting	Meaning
91% - 100%	An excellent response, with very few or no weaknesses, that demonstrates a complete understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to a high standard.
60% - 79%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration.

3.3.3 Subject to parts 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, appointment to the Framework of the highest ranked Tenderer(s) (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with part 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority:
 - (i) a declaration in a form set out in Appendix 4; (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion; (iii) all or any of the supporting documents specified at part 3.2; and
- (b) the evidence specified at 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and that no Exclusion Grounds apply.

3.3.4 The total marks achieved for the Qualitative Award Criteria will be added to the total marks achieved for the Criterion E (Cost) to arrive at a Total Overall

Score. The Tenders with the highest Total Overall Score will be deemed to be the most economically advantageous (MEAT) and will be deemed successful, subject to meeting all other requirements of this RFT.

- 3.3.5 In the event that two or more Tenders achieve an equal overall score, following their evaluation under the Qualitative Award Criteria, the Tender with the highest score under Criterion E (Cost) criterion shall prevail. In those circumstances, in the event that two or more Tenders also achieve an equal score under the "Cost" criterion, the relevant Tenderers will each be invited to make a presentation to the Contracting Authority, following which they will be evaluated.

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

- 3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred Tenderers will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred Tenderers in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

- 3.6.1 The successful Tenderers must sign and return the Framework Agreements in duplicate, to the Contracting Authority no later than seven (7) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Framework Agreement

returned by a successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Agreement in accordance with paragraph 2.1.2 above.

- 3.6.2 Where the Framework Agreement has not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to offer a Framework Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

Tenderers must address each of the requirements and specifications in this part of the RFT and submit a detailed description in each case which demonstrates how these requirements and specifications will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the RFT requirements is NOT sufficient in this regard.

1. Overview

The Pensions Authority (the "Contracting Authority") is a statutory body set up under the Pensions Act, 1990 (as amended) (the "Act"). The Contracting Authority regulates occupational pension schemes, trust Retirement Annuity Contracts ("trust RACs") and Personal Retirement Savings Accounts ("PRSAs") in Ireland.

2. Governance and Structure

The board of the Contracting Authority is made up of three members; a chairperson appointed by the Minister for Social Protection, and two ordinary members, representing the Department of Social Protection and the Department of Finance, respectively.

There are currently 108 staff and eight units within the Contracting Authority. The units are:

- IT and Data
- Defined Benefit Supervision
- Defined Contributions Supervision
- Master Trusts Supervision
- Policy
- Operations
- Strategy and International Affairs
- Legal

3. The Legal Unit is responsible for:

- Providing legal advice and support services to the Contracting Authority;
- Prosecuting summary offences and taking other legal sanctions under the Act; and

- Providing Secretariat services to the board of the Contracting Authority.

The main functions of the Contracting Authority are set out in section 10 of the Act which provides as follows:

(1) The functions of the Authority shall be-

- (a) to monitor and supervise the operation of this Act and pension developments generally, including the activities of PRSA providers as such providers, the provision of PRSA products and the operation of Personal Retirement Savings Accounts;
- (b) to advise the Minister either at his request or on its own initiative on all matters relating to the functions assigned to the Authority under this Act and on matters relating to pensions generally;
- (c)
 - (i) to issue guidelines or guidance notes on the duties and responsibilities of trustees of schemes and trust RACs and codes of practice on specific aspects of their responsibilities;
 - (ii) to issue guidelines or guidance notes on the duties and responsibilities of PRSA providers in relation to PRSA products and with respect to such products;
 - (iii) to issue guidelines or guidance notes generally on the operation of the Act and on the provisions of the Family Law Act 1995, the Family Law (Divorce) Act 1996 and the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010, relating to pension schemes (within the meaning of section 2 of the Family Law Act 1995, section 2 of the Family Law (Divorce) Act 1996 and section 109 and 187 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010);
- (d) to encourage the provision of appropriate training facilities for trustees of schemes and trust RACs;
- (e) to advise the Minister on all matters arising in relation to the Act and, in particular, on standards for trustees of schemes and trust RACs and on their implementation;
- (f) to publish an annual report and such other reports as it may from time to time

consider necessary;

(g) to perform the functions conferred on the Board by the Act;

(h) to be the competent authority in the State for the purposes of the Directive of 2016 [i.e. the IORP II Directive];

(i) for the purposes of paragraph (b), to perform the functions of the competent authority in the State for the purposes of the Directive of 2016 [i.e., the IORP II Directive];

(j) to monitor compliance by the trustees of schemes and trust RACs with-

- (i) The SFD Regulation,
- (ii) The Securitisation Regulation, and
- (iii) The Taxonomy Regulation

(k) to perform such tasks as the Minister may from time-to-time request.

(1A) Without prejudice to subsection 1, the Authority shall carry out the prudential supervision under Part IIA in order to protect the rights and members and beneficiaries and ensure the stability and soundness of schemes and trust RACs.

(2) The Authority shall have such powers as are necessary for or incidental to the performance of its functions.

Further information on the Authority can be found on the Contracting Authority's website www.pensionsauthority.ie.

4. Estimated Value for the Competition

It is anticipated that the estimated maximum value for all contracts awarded under the Framework Agreement established by this Competition will be €1,951,219.51 (excluding VAT) over the maximum lifetime of the Framework Agreement (i.e. the Term and any possible extensions). The EU landscape is continuously evolving and in addition to the requirements imposed by IORP II and in future IORP III, EU legislation and directives are placing further obligations on the Contracting Authority as a National Competent Authority and the entities it regulates. The Contracting Authority is focussed on the implementation and supervision of these requirements

and the subsequent reforms to the pensions industry to include the implementation of the authorisation legislation for schemes and the consolidation of schemes. In addition, the Contracting Authority has various legal requirements relating to its operations as an organisation and, in particular, a public sector organisation.

As the demand for legal services is difficult to accurately predict, all figures included in this RFT are provided in good faith. They do not represent a minimum spend and should not be relied upon as an indication of future spend. They are guidelines only and not a guarantee of requirements going forward.

5. Overview of requirements

The Contracting Authority intends to establish a multi-supplier Framework Agreement from which the required Services can be drawn down as and when required in accordance with the terms of the Framework Agreement at Appendix 5 to this RFT. All services provided under the Framework Agreement shall be subject to the terms and conditions of the Authority's standard Services Contract at Appendix 6.

6. Nature of the Services Required

The Contracting Authority wishes to invite proposals for the provision of legal advisory services in the areas of pensions law, trust law, public administrative law, regulatory law and tax law as related to pensions (the "Key Services"). Key Services will include the provision of legal assistance and legal advice in terms of general pension advice (domestic and EU), in relation to our obligations under EU law (including IORP II and IORP III) and the implementation of EU legislation, and pensions reform. The Contracting Authority may also require legal advice relating to matters affecting its operations/ workings as an organisation and, in particular, as a public sector organisation. This may include (but is not limited to) advice on data protection, property, protected disclosures, IP/IT, FOI and pay transparency and litigation, and advice on UK law (the "Additional Services"). Tenderers should have the ability to sub-contract to UK law firms if necessary, however the Contracting Authority only expects to require UK law advice rarely, if at all. References to "Services" throughout the RFT include both "Key Services" and "Additional Services".

Successful Tenderers must also include in their Tender a proposal to update relevant staff on legislation developments and best practice. Successful Tenderers may also be required to provide training services on request.

7. Advices

It is a mandatory requirement that only trainee solicitors, Solicitors, Associates and Partners will work on advice. All advices are required to be signed off at Partner level. All advices must be received by the Contracting Authority within five (5) working days of the request unless otherwise agreed. Any referral service will be managed by the Tenderer who will be responsible for monitoring the work and ensuring that advices are received on time. Any such referral service required by the Contracting Authority shall be in accordance with Clause 14 of Schedule A of the Services Contract - Assignment and Subcontract. The Services Contract is included at Appendix 6 of this RFT.

8. Service delivery methodology and understanding of Services Requirement (Refer to Award Criterion A)

The Contracting Authority requires an efficient, prompt, value for money service which must be delivered in a timely and responsive manner. Tenderers should provide a methodology for ensuring that the Services are delivered by the service delivery team in a timely manner, including the procedures for ensuring service is available as required.

Tenderers should provide details of how tasks will be assigned to the service delivery team and identify any risks to service delivery including any proposed mitigation measures to be put in place.

The following are mandatory minimum response times to requests for advice by the Contracting Authority:

- Maximum time to acknowledge an email/telephone call: as soon as possible, however always within two hours on same day, or by 12 noon next day if query logged after 6pm.
- Requests for legal advice will be submitted in writing (by e-mail) to the Framework Member, providing supporting documentation and outlining the question(s). A written acknowledgement would be expected within 48 hours of receipt (2 working days).
- Where a conference call is required to discuss a particular topic, a request to set up a call with the relevant members of staff would be expected to result in a call being set up within 48 hours (2 working days) of the request being issued and a report of the discussion and the advice would be expected within 24 hours of the call (within 1 working day).
- Advice must be received within 5 working days of the request, unless otherwise agreed. E-mail and phone access are required to all members of the service delivery team at partner, associate, and solicitor level. Face-to-face access where agreed subject to the requirements of the specific issue.

9. Quality of the proposed resources for delivery of the Services (Refer to Award Criterion B)

The service delivery team must at minimum be structured as follows:

- 1 x Partner
- 1 x Associate Solicitor
- 1 x Solicitor

Please see paragraph 10 below for further information on the definition of professional grades.

Tenderers must submit an organisational chart showing the team resource allocation, reporting and management accountability. The chart must not exceed 1 x A4 page (500 words).

A maximum of 10 biographical summary templates may be submitted. Each biographical summary template must not exceed two A4 pages. Please note that 500 words will be considered as one A4 page. Additional wording or pages will not be assessed by the Contracting Authority.

Tenderers responding to this RFT must demonstrate how their proposed team has the expertise and experience to meet the requirements of the Contracting Authority as set out in the RFT.

Tenderers should provide details of how tasks are assigned to the service delivery team, in particular with regards to how they would ensure that staff of an appropriate level are assigned to particular work in order to provide high quality services.

Tenderers should confirm the availability of the proposed team and required resources for the Term of the Framework Agreement. Tenderers should also describe how continuity of service will be maintained, including the proposed approach to replacement of resources.

All core service delivery team personnel proposed will be regarded as “Key Personnel” for the purpose of Clause 2 of Schedule A of the Services Contract, which is attached at Appendix 6.

10. Definition of Professional Grades

- A Partner is a qualified solicitor and is either an equity or non-equity Partner in the firm with no less than ten (10) years post-qualification experience ("PQE").

- An Associate is a qualified solicitor with no less than five (5) years PQE.
- A Solicitor is a qualified solicitor.

11. For the avoidance of doubt:

All the Solicitors proposed to provide the Services must hold current valid practising certificates to act as a Solicitor in Ireland issued by the Law Society of Ireland in accordance with the Solicitors Act, 1954, as amended or the appropriate regulatory authority if outside the Republic of Ireland.

12. Note on Post Qualification Experience Requirement

Experience gained practicing as a barrister prior to qualifying as a solicitor can be included to meet the PQE requirement above.

13. Contract Management Approach (Refer to Award Criterion C)

The overall service delivery team must be led by a Client Relationship Partner.

Tenderers must nominate and furnish details of a Client Relationship Partner who will oversee the effective and efficient operation of all aspects of the Framework Agreement and Services Contract. The Client Relationship Partner must be a qualified Solicitor who is a Partner in the firm and is either salaried or on equity basis and has no less than ten (10) years PQE. The Client Relationship Partner may be a Partner on the service delivery team.

The Client Relationship Partner shall be responsible for, inter alia; ensuring that all requirements of the Services Contract are delivered in the most optimal manner. This may involve active participation in dealing with and reporting on:

- Satisfaction levels and work quality;
- Performance reviews and meeting key performance indicators (KPIs);
- Service continuity;
- Quality assurance;
- Preparing management reports and any other reports as required; and
- Liaising with the Contracting Authority to ensure the efficient and effective delivery of the Services, including responsibility for the outputs of all team members and the delivery of the Services on a day-to-day basis.

The Contracting Authority also requires a robust contract and relationship management arrangement which will include fee estimates, billing, and management information. Tenderers should have in place procedures for identifying any conflicts which may arise on foot of a request for advice and for resolving any complaints. Tenders should have in place a quality assurance management system and set out

any processes/procedures in place for dispute resolution.

14. Sustainability: Environmental and Social Considerations (Refer to Award Criterion D)

In line with Green Public Procurement (GPP) principles, Tenderers must outline how their organisation actively reduces its environmental impact, and the social and environmental factors considered in delivering the required services.

Tenderers must outline how they support and implement environmental and sustainable efficiencies in their own business and in the delivery of Services. Such measures may include but may not be limited to:

- the actions their organisation takes to minimise environmental impact;
- the environmental considerations that will inform the delivery of the services;
- the social considerations that will be taken into account in performing the contract; and
- the policies, procedures or initiatives in place to support environmental and social sustainability.

15. Conflicts of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, individual employees, agents, or Subcontractors of a Tenderer must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any conflict or potential conflict of interest, the Contracting Authority requires Tenderers to propose means by which the conflict might be removed or managed to the satisfaction of the Contracting Authority. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action.

Failure to disclose a material conflict of interest may disqualify a Tenderer or cause the termination of the Services Contract and entitle the Authority to seek remedies, such as costs or compensation for loss.

16. Legacy Matters

The Contracting Authority reserves the right to manage all legacy matters / matters currently under instruction in the manner it deems to be in the best interest of the Contracting Authority which may leave such matters with the current service provider or transfer the matter to the successful Tenderers who are awarded the Services Contract under this RFT.

Appendix 2: Pricing Schedule

Award Criterion E: Cost

Tenderers should Refer to Part E: Pricing Schedule of the TRD for detailed information on pricing and costs.

1. Cost Breakdown

Tenderers must complete the Pricing Schedule in Part E of the TRD (and below for information) setting out the hourly and daily rates for the grades listed in paragraph 9 of Appendix 1 of the RFT. To arrive at a single comparative figure for evaluation purposes, the Contracting Authority will apply a blended daily rate based on a notional number of days for each grade as follows:

- Partner – twenty-five (25) days
- Associate – twenty-five (25) days
- Solicitor – ten (10) days

The number of days indicated above for each grade is only to be used for the Contracting Authority's tender evaluation purposes and is not an indication or guarantee of the level of Services that will be required by the Contracting Authority.

The lowest blended daily rate shall be awarded maximum marks with the other tenderers scored pro rata using the formula: lowest blended daily rate multiplied by marks available (250), divided by blended daily rate of tender being assessed = score.

Criterion E: Cost	
RFT References	Clause 3.3.1 Award criteria
Maximum marks	250
Minimum marks required	N/A

Professional Grade	Daily Rate (exclusive of VAT and based on 7.5 working hours per day, for this RFT) €/diem	Hourly Rate (exclusive of VAT) €/hr	Notional no. of days	Cost (Daily Rate x Notional No. of Days)
Partner			25	
Associate			25	
Solicitor			10	
Total notional no. of days			60	
Total cost				
Blended Daily Rate (Total Cost / Total notional no. of days)				

All daily and hourly rates tendered must be in Euro and must be inclusive of all ancillary costs, costs, expenses for the Tenderers, partners, associates, solicitors, legal executives, trainees, and any other office personnel in matters related to transactions, meetings, consultations, and any other activity in relation to the Services and all office overheads and other expenses such as printing, copying, courier charges, postage, and any other costs incidental to the Services but exclusive of VAT.

Tenderers should note that the hourly rates tendered may not be increased during the Term of the Framework Agreement or for any possible extensions.

The Contracting Authority does not definitively commit to the procurement of any level of Services. The procurement of any Services is subject to the Contracting Authority's requirement for the services outlined in Appendix 1 to support its legal advisory work.

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: The Pensions Authority (the "Contracting Authority")

RE: Request for tender to establish a Multi-Supplier Framework Agreement for the provision of Legal Advisory Services under a Multi-Supplier Framework Agreement

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Framework Agreement and the Services Contract, we hereby declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Framework Agreement, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract under the Framework Agreement to execute the Services Contract at Appendix 6 to the RFT and the Confidentiality Agreement at Appendix 7 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all daily and hourly rates quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract under the Framework Agreement and RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the

RFT.

9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.
10. We do not come 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). The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come 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).

Signed: (Authorised Signatory)	Company:
Print name:	Address:
Date:	

Appendix 4: Declaration as to Personal Circumstances of Tenderer

[Tenderers shall complete and return the following Declaration.]

Re: Request for tenders to establish a Multi-Supplier Framework Agreement for the provision of Legal Advisory Services under a Multi-Supplier Framework Agreement

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorised by [Click here and insert name of entity] to make this declaration which relates to a tender (“the Tender”) submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] (“the Contracting Authority”).
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established;
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests;
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;

- e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; or
- f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

3. [\[Click here and insert name of entity\]](#):

- a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions; and
- b. has carried out the preparation of the Tender independently.

4. [\[Click here and insert name of entity\]](#):

- a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016);
- b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations;
- c. is not guilty of grave professional misconduct;
- d. has not entered into agreements with other economic operators aimed at distorting competition;
- e. is not aware of any conflict of interest due to its participation in the Competition;
- f. has not had any prior involvement in the preparation of the Competition;
- g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;

- h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016);
 - i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. [Click here and insert name of entity] does not come 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);
6. Any Subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come 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).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Signature of Declarant

Declared before me by _____ who is personally known to me (or who is identified to me by _____ who is personally known to me) or* at ____ this _____ day of _____ 20__

_____(signed)

Practising Solicitor/Commissioner for Oaths

**Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)*

Appendix 5: Framework Agreement

Framework Agreement for the provision of Legal Advisory Services for the Pensions Authority

THIS FRAMEWORK AGREEMENT IS MADE ON THE DAY OF 2026

(“the Framework Agreement”)

BETWEEN:

The Pensions Authority whose offices are located at _____ (“the Contracting Authority”); and

[Insert name of Framework Member] whose principal place of business is at _____ (“the Framework Member”)

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

WHEREAS:

1. By Request for Tenders advertised in the supplement to the Official Journal of the European Union (OJEU), OJEU Notice Number _____ of _____ and entitled “_____” (“the RFT”) the Contracting Authority invited economic operators (“Tenderers”) to participate in a multi-supplier framework agreement for the provision of the services described in Appendix 1 of the RFT (the “Services”). References to the RFT shall include any clarifications in relation to the RFT issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between **[insert date]** and **[insert date]** (the “RFT Clarifications”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Framework Agreement.
2. The Framework Member submitted a response to the RFT dated **[insert date of tender]** (“the Submission”). References to the Submission shall include any clarifications issued in writing by the Framework Member to the Contracting Authority between **[insert date]** and **[insert date]** (the “Submission Clarifications”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Framework Agreement.
3. The Framework Member was appointed to the framework as a result of the evaluation of its Submission in accordance with the RFT.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

“Commencement Date” means _____;

“Contract” means a contract which is awarded in accordance with this Framework Agreement

“Services Contract” means the template contract attached at Appendix 6 to the RFT;

“Framework Term” means the period set out in Clause 2.5 of this Framework Agreement;

“Month” means a calendar month;

“Prime Contractor” has the meaning set out in Part 1, paragraph 2.5 of the RFT;

“Subcontractor” has the meaning set out in Part 1, paragraph 2.5 of the RFT;

Unless otherwise specified herein, a defined term used in this Framework Agreement shall have the same meaning as assigned to it in the RFT.

- 1.1 To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Contract shall prevail.
- 1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

2. APPOINTMENT OF FRAMEWORK MEMBER, SCOPE AND TERM OF THE FRAMEWORK AGREEMENT

- 2.1 In consideration of payment by the Contracting Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the Framework Member, the Framework Member accepts its appointment under the provisions of this Framework Agreement.

- 2.2 This Framework Agreement does not entitle the Framework Member to be consulted in respect of, or awarded any Contract during the Framework Term. The Contracting Authority may at its sole discretion choose not to enter into any Contract pursuant to this Framework Agreement.
- 2.3 The Contracting Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be procured in connection with this Framework Agreement and the Parties acknowledge that the Contracting Authority is not bound to enter into any Contract or other arrangement with the Framework Member as a result of entering into this Framework Agreement.
- 2.4 This Framework Agreement does not confer exclusivity on any Framework Member. The Contracting Authority may at its sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Framework Agreement. In this event, the Contracting Authority shall observe all obligations at law and shall not afford any advantage to the Framework Members.
- 2.5 This Framework Agreement shall take effect on the Commencement Date and expire **[insert term of Framework]** thereafter (“the Framework Term”) unless terminated earlier in accordance with this Framework Agreement.
- 2.6 The Contracting Authority reserves the right, at its discretion and subject to its obligations at law, to extend the Framework Term for a period or periods of up to **twelve months** with a maximum of **two** such extension or extensions on the same terms and conditions.

3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

- 3.1 The Framework Member hereby agrees and undertakes to comply with the Framework Agreement management provisions as may be notified in writing by the Contracting Authority to the Framework Member from time to time.

4. SERVICES CONTRACT

- 4.1 This Framework Agreement relates to the provision of the Services.
- 4.2 Where the Framework Member is awarded a Contract further to the procedure set out in accordance with clause 5, it shall provide the Services to the Contracting Authority in accordance with the Services Contract. Subject to the provisions of this Framework Agreement and to the satisfaction of any pre-conditions to the award of a Services Contract, the successful Framework Member shall be required to enter into the Services Contract with the Contracting Authority.

5. PROCEDURE FOR AWARD OF CONTRACTS

- 5.1 Services Contracts will be awarded under this Framework Agreement in the manner set out below. In the event that the Contracting Authority considers that a Framework Member has an actual or potential conflict of interest in any particular assignment, it may decide, following consultation with the Framework Member in question, to exclude that Framework Member from consideration for the award of that particular Services Contract.
- 5.2 Framework Agreements shall be awarded to a minimum of three and a maximum of five Framework Members. Each Services Contract will be awarded based on the specific requirements of the Contracting Authority. The Contracting Authority will make this decision based on the Framework Member's expertise (as set out in its Tender) which is best suited to the subject-matter of the requirement.
- 5.3 In the event that the Framework Member to whom the Contracting Authority proposes to award a Services Contract pursuant to Clause 5.2 cannot undertake an assignment (for example, because that Framework Member is not available or has a conflict of interest), it shall be offered to the Framework Member whose expertise is next best-suited (as set out in clause 5.2) again providing that the next best-suited Framework Member is not conflicted and has capacity to commence the assignment immediately. The Contracting Authority will reserve the right to award contracts outside of the Framework in the event that no Framework Member is available for reasons of conflict or capacity to undertake a particular assignment.
- 5.4 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written Contract has been executed by or on behalf of the Contracting Authority.

6. NOT USED

7. APPLICABLE LAW AND JURISDICTION

- 7.1 This Framework Agreement and any Contract(s) awarded under it will be subject to the laws of Ireland and to the exclusive jurisdiction of the Irish courts.

8. COMPLIANCE WITH LAWS

- 8.1 The Framework Member shall comply with all applicable laws relating to the discharge of its obligations under this Framework Agreement and all Service Contract(s).

9 TAX CLEARANCE

- 9.1 The Framework Member shall comply with all EU and domestic taxation laws and requirements.
- 9.2 Prior to the award of any Contract, the Framework Member shall promptly supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the Framework Member acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online. Where relevant, the provisions of this paragraph 9.2 applies equally to Subcontractors.

10. ANTI COMPETITIVE CONDUCT

- 10.1 Without prejudice to the generality of clause 8.1, the Framework Member shall comply with the Competition Act 2002 (as amended), (the “2002 Act”). The 2002 Act makes it a criminal offence for tenderers to collude on prices or terms in a public procurement competition.

11. CONFLICTS OF INTEREST

- 11.1 Any actual or potential conflict of interest on the part of a Framework Member (including for the purposes of this clause 11 any employee(s), suppliers, agents or Subcontractor) (a “Conflict”) must be fully disclosed to the Contracting Authority immediately in writing as soon as the Conflict becomes apparent to the Framework Member. In the event of any Conflict, the Contracting Authority may invite the Framework Member to propose means by which the Conflict might be removed. The Contracting Authority will, in its absolute discretion, decide on the appropriate course of action.

12. REGISTERABLE INTEREST

- 12.1 Any registerable interest involving a Framework Member and the Contracting Authority, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any response to a request to provide services under Clause 5.2. In the event of this information only coming to the notice of a Framework Member after the submission of a response, it must be communicated to the Contracting Authority immediately upon such information becoming known. The terms ‘registerable interest’ and ‘relative’ shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995 (as amended).

13. CONFIDENTIALITY

- 13.1 All communications between the Contracting Authority and the Framework Member must be treated as being strictly confidential. The Framework Member undertakes to comply with all reasonable directions of the Contracting Authority with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the Framework Member pursuant to clause 13.2 below. All of the Framework Member's employees and personnel, including Subcontractors and their employees and personnel, who provide the Services may be required, at the absolute discretion of the Contracting Authority, to sign a confidentiality agreement in a format as determined by the Contracting Authority.
- 13.2 The Framework Member shall execute a Confidentiality Agreement in the form set out at Appendix 7 to the RFT.
- 13.3 No publicity regarding this Framework Agreement or any Services Contract pursuant to this Framework Agreement is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

14. NOTICES

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

15. GIFTS

- 15.1 The Framework Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 15.1, the Contracting Authority may terminate this Framework Agreement and any existing Services Contract(s) respectively and recover from the Framework Member any loss resulting from any such termination.

16. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT

- 16.1 All costs and expenses incurred by the Framework Member relating to its participation in this Framework Agreement shall be borne solely by the Framework Member. The Contracting Authority shall have no responsibility or liability for any costs or expenses of whatsoever nature incurred by the Framework Member in this regard.

17. TERMINATION

- 17.1 Subject to clause 17.2, this Framework Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving fourteen **(14) days'** written notice to the Framework Members.
- 17.2 The Contracting Authority shall have the right (in addition to any other rights which it has at law) to terminate this Framework Agreement immediately and without liability for compensation or damages on the happening of any of the following events:
- 17.2.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within thirty (30) days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the Framework Agreement management provisions as may be notified by the Contracting Authority to the Framework Member from time to time shall be deemed to be a serious breach of this Framework Agreement;
- 17.2.2 if the Framework Member commits any serious breach or a series of breaches of any Services Contract awarded pursuant to this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority within 30 days after a receipt of a request in writing from the Contracting Authority;
- 17.2.3 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, 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; or
- 17.2.4 in circumstances where the Contracting Authority becomes aware that any of the exclusion grounds listed in Article 57 of EU Directive 2014/24/EU as amended apply to the Framework Member.

- 17.3 Subject to clause 17.2, the termination of a Services Contract awarded under this Framework Agreement does not affect the validity of this Framework Agreement.
- 17.4 Termination of this Framework Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Framework Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

18. FREEDOM OF INFORMATION

- 18.1 The Framework Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014 (as amended). Information furnished to the Contracting Authority by the Framework Member may be released pursuant to the Contracting Authority's statutory obligations. If the Framework Member considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Services Contract should not be disclosed because of its sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The Contracting Authority will consult the Framework Member about this sensitive information before making a decision on any Freedom of Information request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

19. DISPUTE RESOLUTION

- 19.1 In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- 19.2 The Dispute shall be referred as soon as practicable to [insert Contractor senior contact] within the Contractor and to [insert Contracting Authority senior contact] within the Contracting Authority respectively.
- 19.3 If the Dispute has not been resolved within fifteen (15) working days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- 19.4 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of

notice to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator.

- 19.5 Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) working Days of his/her appointment.
- 19.6 The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- 19.7 For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the referral of the Dispute to mediation. The Framework Member shall comply fully with the requirements of the Agreement at all times.
- 19.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within **90** days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

IN WITNESS WHEREOF this Framework Agreement has been executed by the Parties hereto as of the date first above written.

SIGNED by _____, being an Officer so authorised by the CONTRACTING AUTHORITY in the presence of: _____ Witness	SIGNED by _____, being an Officer so authorised by the FRAMEWORK MEMBER in the presence of: _____ Witness
--	---

Services Contract

The Pensions Authority

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the Establishment of a Multi-Supplier Framework for the
provision of legal advisory services

**THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH]
20[YEAR] BETWEEN:**

The Pensions Authority, of Verschoyle House, 28-30 Lower Mount Street, Dublin 2, D02 KX27

("the Contracting Authority");

and

[Contractor's full legal name], of [address]

("the Contractor")

(each a "Party" and together "the Parties").

WHEREAS:

- A. By Request for Tender entitled "Establishment of a Multi Supplier Framework for the provision of Legal advisory services" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of [] dated insert date of RFT ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the services described in Appendix 1 to the RFT (the "Services"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.
- C. The Contracting Authority and the Contractor entered into a framework agreement on [insert date of Framework Agreement] (the "Framework Agreement"). The Framework Agreement is incorporated by reference into this Agreement.
- D. The Contracting Authority wishes to award a contract to the Framework Member pursuant to Clause 5 of the Framework Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - (i) This Agreement and Schedules A to E attached hereto;
 - (ii) The Framework Agreement;
 - (iii) The RFT;
 - (iv) The Submission.
2. The Contractor agrees to provide the Services described in Schedule B (“the Services”) to the Contracting Authority in accordance with this Agreement (“Agreement”). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission (“the Specification”).
3. Subject to the terms and conditions of this Agreement, the Contracting Authority agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. For the purposes of this Agreement, the Contracting Authority’s contact is [name of contact person] of [address of contact person]; the Contractor’s contact is [Contractor contact name] of [Contractor contact address].
5. This Agreement shall take effect on the date of this Agreement (“the Effective Date”) and shall expire on [Insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).
6. The Contracting Authority reserves the right to extend the Term for a period or periods of up to twelve (12) months with a maximum of two (2) such extensions permitted subject to its obligations at law.
7. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
8. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
9. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
10. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated

otherwise.

11. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Contracting Authority	SIGNED for and on behalf of the Contractor
_____	_____
(being a duly authorised officer)	
Witness	Witness

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, the Contracting Authority's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Contracting Authority from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Contracting Authority; and
 4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor

shall notify the Contracting Authority as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

- D. Without prejudice to clause 1C, where the Contracting Authority becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Contracting Authority reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.
- E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Contracting Authority. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Contracting Authority for any purposes whatsoever.
- F. The Contracting Authority acknowledges that the Contractor may from time to time be dependent on the Contracting Authority to facilitate the Contractor in the carrying out of its duties under this Agreement. The Contracting Authority agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Contracting Authority indemnified from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis) from, or incurred by reason of, any claims made against the Client under the TUPE Regulations by any Affected Employees.
- H. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:
 - 1. not to subcontract more than 50% of the total value of the contract to

- economic operators originating in a third country which is subject to an IPI measure;
2. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
 3. to provide to the Contracting Authority, upon request, adequate evidence corresponding to point (i) or (ii) above;

2. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission ("Key Personnel"), assigned by it to provide the Services shall be available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Contracting Authority. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Contracting Authority in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Contracting Authority such details as the Contracting Authority may reasonably require in writing regarding any Replacement Personnel. The Contracting Authority shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

3. PAYMENT

- A. Subject to the provisions of this clause 3, the Contracting Authority shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:

Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;

 1. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Contracting Authority from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 2. Invoices being submitted to the Contracting Authority Contact (as set out in this Agreement or such other alternative contact as may be agreed

between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Contracting Authority's Contact within fourteen (14) calendar days of receipt of invoice. In circumstances where no queries are raised within the said fourteen (14) day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Contracting Authority or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Contracting Authority under any other provision of this Agreement; and

3. The Contracting Authority being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Contracting Authority in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Contracting Authority. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Contracting Authority in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
 1. it has the authority and right under law to enter into, and to carry out, its obligations and responsibilities under this Agreement and to provide the

Services hereunder;

2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date], which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
 7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
 8. **Not Used**
 9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Contracting Authority forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Contracting Authority with regard to compliance with this clause 4A.9; and
 10. the Contracting Authority shall be under no obligation to purchase any minimum number or value of Services.
- B. The Contractor undertakes to notify the Contracting Authority forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Contracting Authority with regard thereto which may include termination of this Agreement.

5. REMEDIES

- A. The Contractor shall be liable for and shall indemnify the Contracting Authority for and in respect of all and any losses, claims, demands, damages or expenses which the Contracting Authority may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Contracting Authority find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Contracting Authority shall be entitled to recover from the Contractor any excess prices which may be paid by the Contracting Authority.
- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Contracting Authority under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed the maximum aggregate limit(s) of the applicable insurance policy or policies as specified at clause 2.21 of the RFT and at clause 4A (9) of this Agreement.
- F. If for any reason the Contracting Authority is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:

Forty per cent 40% ("the Retention Amount") which Retention Amount shall not at any given time exceed forty (40%) per cent of the Charges. In such event the Contracting Authority shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of

the said Services as identified by the Contracting Authority or resolution of outstanding queries. The Contracting Authority shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Contracting Authority under this Agreement.

- G. Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, the Contracting Authority may by notice in writing to the Contractor's contact release itself from any obligation to accept and pay for the Services and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Contracting Authority.
- H. Without prejudice to any general right to damages under this Agreement where the Contractor does not provide the Services within delivery dates or lead times in accordance with this Agreement, the Contracting Authority may, at its discretion, deduct 5% per week/day, or part thereof, for each week/day of late delivery as liquidated damages up to a maximum amount of 100 per cent of the invoice or order price for the relevant Services (the "Liquidated Damages Threshold").

Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Contracting Authority shall be entitled to:

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

6. INTELLECTUAL PROPERTY

- A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or

Contracting Authority independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.

- C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Contracting Authority and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Contracting Authority absolutely.
- D. The Contracting Authority grants to the Contractor a royalty-free non-exclusive licence to use the Contracting Authority's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all pre-existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Contracting Authority shall be vested with all necessary rights so as to enable the Contracting Authority to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Contracting Authority and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

At the request of the Contracting Authority for and in respect of any such breach, the Contractor shall at its expense and option:

1. procure the necessary rights for the Contracting Authority to continue use;
 2. replace the relevant deliverable with a non-infringing equivalent;
 3. replace the relevant deliverable to make it non-infringing while giving equivalent performance; or
 4. if the Contractor cannot obtain the remedies in (1), (2) or (3) above, it may direct the return of the deliverable and refund to the Contracting Authority's Charges paid for such deliverable less a reasonable amount for the Contracting Authority's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Contracting Authority as a result of the breach.
- H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Contracting Authority all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-
1. its professional advisers subject to the provisions of this clause 7; or
 2. as may be required by law; or
 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
 4. in the case of the Contracting Authority by request of any person or body or authority whose request the Contracting Authority or persons associated with the Contracting Authority (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- B. The Contractor undertakes to comply with all reasonable directions of the Contracting Authority with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 7 to the RFT ("the Confidentiality Agreement").

The obligations in this clause 7 will not apply to any Confidential Information:

1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
 2. which is or becomes public knowledge other than by breach of this clause; or
 3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Contracting Authority. Accordingly the Contractor confirms that it will, if requested by the Contracting Authority, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Contracting Authority arising therefrom.
- D. In circumstances where the Contracting Authority is subject to the provisions of the Freedom of Information Act 2014 as amended or the European Communities (Access to Information on the Environment) Regulations 2007 to 2018, then in the event of the Contracting Authority receiving a request for information related to this Agreement, the Contracting Authority shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. The Contracting Authority will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.
- E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement

including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.

- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
 2. the anticipated delay in the performance of obligations;
 3. the action proposed to minimise the impact of the Force Majeure Event;
- and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C. If the Force Majeure Event continues for 14 calendar days either Party may terminate at 14 days' notice.
- D. In circumstances where the Contractor is the Affected Party, the Contracting Authority shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A. This Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving one months' written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving three months' written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(A) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if

the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;

2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 3. in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Contracting Authority, be removed by other means; and
 4. in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Contractor.
- C. The Contracting Authority shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Contracting Authority becomes aware:
1. that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor; or
 2. that the Contractor (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).
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- E. On completion or termination of this Agreement, howsoever arising, the Contractor shall immediately return all Confidential Information, records, papers, materials, media and other property of the Contracting Authority which is in its possession.
- F. If requested by the Contracting Authority, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Contracting Authority ("Employment Information"). The Contractor agrees that the Contracting Authority may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

- A. The Contracting Authority's contact and the Contractor's contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Contracting Authority from time to time. If requested in writing by the Contracting Authority, the Contractor shall meet formally with the Contracting Authority to report on progress and shall comply with all written directions of the Contracting Authority.
- B. The Contractor agrees to:
 - 1. liaise with and keep the Contracting Authority's contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
 - 2. maintain such records and comply with such reporting arrangements and protocols as required by the Contracting Authority from time to time;
 - 3. comply with all reasonable directions of the Contracting Authority; and
 - 4. comply with the service levels and performance indicators set out in Schedule D.
- C. The Contracting Authority or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Contracting Authority thereby arising. The cost of inspection shall be borne by the Contracting Authority.

11. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Contractor contact] within the Contractor and to [insert Contracting Authority contact] within the Contracting Authority respectively.
- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.
- H. If and to the extent that, any Dispute has not been settled pursuant to mediation within ninety (90) days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

13. NOTICES

- A. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.
- B. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- C. All notices shall be deemed to have been served as follows:

1. if personally delivered, at the time of delivery;
2. if posted by registered post, at the expiration of forty-eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a party's obligations at law, any sub-contract of a party's rights or obligations under this agreement requires the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Contracting Authority may require information from the Contractor in relation to the status of the proposed Subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. WAIVER

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

some other right, power or remedy.

18. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Contracting Authority from purchasing services (or Services) from a third party at any time during the currency of the Agreement.

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Contracting Authority immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Contracting Authority's directions in respect thereof. In the event of such notification, the Contracting Authority shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Contracting Authority, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Contracting Authority immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Contracting Authority's directions in respect thereof, to the satisfaction of the Contracting Authority. In the event of such disclosure, the Contracting Authority shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.
- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption

Offences) Act 2018 shall entitle the Contracting Authority to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

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

22. EQUIPMENT

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the Contracting Authority's premises shall be at the Contractor's own risk and the Contracting Authority shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Contracting Authority's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C. The Contractor shall maintain and store all items of Equipment within the Contracting Authority's premises in a safe, serviceable and clean condition.
- D. The Contractor shall, at the Contracting Authority's written request, at its own expense and as soon as reasonably practicable:
 - 1. remove from the Contracting Authority's premises any Equipment which in the reasonable opinion of the Contracting Authority is either hazardous, noxious or not in accordance with this Agreement; and
 - 2. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the

Contracting Authority's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Contracting Authority's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. NON SOLICITATION

For the Term and for a period of twelve (12) months thereafter (and save in respect of publicly advertised posts) neither the Contracting Authority nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Contracting Authority proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").
- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. 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 Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- H. The Contractor and the Contracting Authority will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Contracting Authority's request for any variation is subsequently withdrawn but results in a

delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

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

“Data 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 Commission or other supervisory authority for data protection in Ireland.

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

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

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

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

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

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

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

- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. Without prejudice to the generality of clause 25B above, the Contractor acknowledges that the Contractor is the Data Controller (within the meaning of the Data Protection Laws) in respect of any Personal Data (within the meaning of the Data Protection Laws) provided to or received by the Contractor from the Contracting Authority or any third party for the purposes of provision of the Services under this Agreement and shall comply with its legal obligations as a Data Controller under the Data Protection Laws.

- D. The Parties acknowledge that in the normal course the Contractor will be a Data Controller in relation to that Personal Data but in some circumstances may be a Data Processor in respect of that Personal Data, and in such case Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- E. Without prejudice to the generality of clause 25B and 25C above, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-
1. process that Personal Data only on the written instructions of the Contracting Authority;
 2. ensure that it has in place appropriate technical and organisational measures reviewable and approvable by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing and measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of the Regulation 2016/679 (General Data Protection Regulation);
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. the Contractor complies with reasonable instructions notified to it in

advance by the Contracting Authority with respect to the processing of the Personal Data.

- F. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- G. The Contractor shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- H. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- I. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- J. The Contractor shall fully comply with and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25.
- L. The Contractor shall:-
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of any and all such Personal Data is made and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Contractor or

any Subcontractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

- M. Where applicable, the Contracting Authority consents to the Contractor appointing a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Contracting Authority and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.
- N. Save for clauses 25B, 25C, 25F(4) and 25G, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

'Not Used'

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert at RFT stage, if applicable, or when completing contract]

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

1.1 Subject matter of processing

1.2 Nature of processing

1.3 Purpose of processing

1.4 Duration of the processing

2. Types of personal data

3. Categories of data subject

Appendix 7: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The [insert name of Contracting Authority], of [insert address] (hereinafter “the Contracting Authority”) of the one part; and [Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] in the supplement to the Official Journal of the European Union (OJEU), OJEU Notice Number ----- of ----- and entitled [insert title] (the “RFT”), the Contracting Authority invited economic operators (“Tenderers”) to participate in a multi-supplier framework agreement for the provision of the services described in Appendix 1 to the RFT (the “Services”)(the “Competition”). References to the RFT shall include any clarifications in relation to the RFT issued by the Contracting Authority via the messaging service on www.etenders.gov.ie between [] and [] (the “RFT Clarifications”).

The Contractor submitted a response to the RFT dated the [insert date of Tender Response Received] The Contractor has been identified as the preferred bidder in the Competition.

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

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and

- 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.
4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:
- 4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
- i. to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
 - ii. to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor
- PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.
5. The obligations in this Agreement will not apply to any Confidential Information:
- (i) in the Contractor’s possession (with full right to disclose) before receiving it from the Contracting Authority; or
 - (ii) which is or becomes public knowledge other than by breach of this clause; or
 - (iii) is independently developed by the Contractor without access to or use of the Confidential Information; or
 - (iv) is lawfully received from a third party (with full right to disclose).
6. The Contractor undertakes:

- 6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);
 - 6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;
 - 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.
7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11. In this Agreement, the following terms shall have the meanings respectively ascribed to them:

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

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

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

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

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

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

12. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
13. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contractor is the Data Controller (within the meaning of the Data Protection Laws) but in some circumstances may be a Data Processor in respect of any Personal Data (within the meaning of the Data Protection Laws) provided to or received by the Contractor from the Contracting Authority or any third party for the purposes of provision of the Services under this Agreement and shall comply with its legal obligations as a Data Controller and Data Processor under the Data Protection Laws.
14. The provisions of this clause 13 shall survive termination, completion and or expiry of this Agreement for any reason.

SIGNED for and on behalf of the
Contracting Authority

(being a duly authorised officer)
Witness

SIGNED for and on behalf of the
Contractor

Witness