

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**ENGINEERING SKILLNET IBEC**

**AND**

**XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

**DATED 22<sup>ND</sup> JUNE 2026**

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This agreement is dated 22<sup>nd</sup> June 2026

## **PARTIES**

- (1) **Engineering Skillnet IBEC LIMITED BY GUARANTEE** with company number 8709 and having its registered office at Confederation House, 84/86 Lower Baggot Street, Dublin 2, D02 H720 (the “**Customer**”) and
- (2) **XXXXXXXXXXXXXXXXXXXXXXX** with company number **[●]** and having its registered office at **[●]** (the “**Trainer**”),

each a “**Party**” and together the “**Parties**”.

## **BACKGROUND**

- (A) Engineering Skillnet IBEC is a national network of companies operating in the international Engineering services industry in Ireland which, among other things, arranges training programmes for its member companies. Engineering Skillnet IBEC receives funding from its member companies and from Skillnet Ireland, which is a business support agency of the Irish Government. The Customer is a promoter of Engineering Skillnet IBEC and holds responsibility for entering into contracts on behalf of Skillnet Ireland with training and education providers on behalf of Engineering Skillnet IBEC and its associated Skillnet partners.
- (B) The Customer invited tenders by way of request for tender **XXXXXXXXXXXXXXXXXXXXXXX** to appoint a provider of training courses.
- (C) In reliance upon the Trainer’s expertise and experience, and the representations and warranties contained in the Tender and in this Agreement, the Customer has selected the Trainer to provide training courses subject to, and in accordance with, this Agreement.
- (D) When the Customer requests services from the Trainer, and the Trainer is able to provide such services, the relevant parties will enter into a Work Order in the form of the template Work Order set out in Schedule 1 (Work Order) to this Agreement.

## **THE PARTIES AGREE:**

### **1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, unless otherwise stated:

“**Agreement**” means this professional services agreement, including the Background, the Schedules, the Work Order, and all attachments, annexures and appendices, all as amended from time to time in accordance with this Agreement;

“**Charges**” has the meaning given in clause 10.1 (Charges and Payment);

“**Confidential Information**” means:

- (a) information (regardless of the form of disclosure or the medium used to store it) and whether disclosed before or after the Start Date:
- (i) that is by its nature confidential;

- (ii) that is treated by a Party as confidential; or
  - (iii) the other Party knows, or should know, is confidential; and
- (b) all copies of information, notes, reports and other records the Trainer prepares based on or incorporating information that paragraph (a) refers to; and
- (c) the existence and content of this Agreement,

and in the case of the Customer, includes any information related to the finances, products, business, operations, affairs, clients or service providers of the Customer that the Trainer or any of any of its Staff become aware of through the provision of the Training Course or involvement with this Agreement;

**“Data Protection Law”** means all applicable privacy and data protection laws, including the General Data Protection Regulation ((EU) 2016/679) (**“GDPR”**), the Data Protection Acts 1988 - 2018, and the EU ePrivacy Directive 2002/58/EC as amended by Directive 2009/136/EC, and any implementing, derivative or related legislation, rule, regulation and binding regulatory guidance, in each case as such legislation is amended, revised or replaced from time to time;

**“Engineering Skillnet IBEC”** means the project which is funded by Skillnet Ireland and Engineering Skillnet IBEC Industry Partners;

**“Engineering Skillnet IBEC Industry Partners”** means the group of industry associations which lead and direct the Engineering Skillnet IBEC through the Network Steering group namely Financial Services Ireland (IBEC), the Federation of International Banks in Ireland (FIBI), Irish Funds (IF), Insurance Ireland and the Irish Association of Investment Managers (IAIM);

**“Insolvency Event”** means if a Party summons a meeting of its creditors, makes a proposal for a voluntary arrangement, becomes subject to any voluntary arrangement, is unable to pay its debts within the meaning of section 570 of the Companies Act 2014, has a receiver, manager, administrative receiver or examiner appointed over any of its assets, undertakings or incomes, has passed a resolution for its winding-up (except for the purpose of a voluntary reconstruction or amalgamation previously approved in writing, by the other Party), is subject to a petition presented to any court for its winding-up (except for the purpose of a voluntary reconstruction or amalgamation previously approved in writing, by the other Party), has a provisional liquidator appointed or has any other analogous insolvency proceedings initiated against it whether in Ireland or any other jurisdiction;

**“Intellectual Property Rights”** means all intellectual property rights and related rights, including:

- (a) inventions, patents, copyright (including software and source code), circuit layouts, designs, database rights, trade and service marks (including goodwill in those marks), business methods, rights in get-up and trade dress, goodwill and the right to sue for passing off, moral rights, domain names and trade names, and the right to keep confidential information (including trade secrets and know how) confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and

- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may exist anywhere in the world,

whether or not such rights are registered or capable of being registered;

**“Law”** means any applicable law, statute, regulation, by-law, ordinance or subordinate legislation from time to time in force, and includes the common law and equity and any applicable binding industry codes of conduct;

**“Loss”** means all losses, damages, settlements, judgments, demands, interest, penalties, fines, awards, costs and expenses (including all reasonable legal fees and costs) and any other liabilities (including actual or threatened claims), incurred or awarded against a person, whether arising in contract, tort (including negligence), under any statute or under any other cause of action;

**“Material”** means any tools, documented methodology or process, data, libraries, databases, software, firmware, documentation or other material, in any form, including reports, specifications, diagrams, designs, flowcharts, logic diagrams and listings, business rules and requirements, user manuals, user guides, operations manuals, training materials and instructions;

**“Services”** means: (a) any and all of the activities, functions and responsibilities the Trainer must perform, undertake or provide in connection with this Agreement, including those described in the Work Order; and (b) any related activities, functions and responsibilities that are necessary for the proper performance and provision of the services referred to in paragraph (a);

**“Skillnet Ireland”** means the organisation which manages the Skillnet Programme on behalf of the Department of Education and administers grant funding to the Engineering Skillnet IBEC;

**“Staff”** means any person the Trainer engages or retains in connection with this Agreement, including the Trainer's employees, contractors, representatives, agents, consultants and, if applicable, subcontractors, and in each case their respective employees;

**“Start Date”** means the date on which the last Party signs this Agreement;

**“Tender”** means the Trainer's tender dated 30<sup>th</sup> April 2026, including any written or oral clarifications or supplementary information provided by the Trainer in connection with the tender, as part of the request for tenders, but excluding any conditions, caveats, assumptions or anything else which makes the tender equivocal in any way or any obligations placed on the Customer (or any other persons other than the Trainer and Trainer Personnel);

**“Training Course”** means the specific training course described in the Work Order;

**“Training Results”** means the results, outputs or outcomes created by or on behalf of the Trainer or its Staff for the purposes of performing, or arising from the performance of, the Services, or as part of meeting any other obligation under this Agreement;

**“Work Order”** means the detailed description of the Training Course and setting out the Training Course timetable and responsibilities for the provision of the Services that the

Customer and the Trainer agree and sign, which is substantially in the form of the template work order set out in Schedule 1 (Template Work Order); and

**“Working Day”** means every day except Saturdays, Sundays and public holidays in Ireland.

1.2 In this Agreement, unless otherwise stated:

- 1.2.1 a reference: (a) to a statute, ordinance, code or other law includes regulations and other instruments under it, and consolidations, amendments, re-enactments or replacements of any of them; (b) to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time; (c) to a ‘*person*’ includes any natural person, firm, partnership, corporation, unincorporated association, trust, governmental or agency or other entity; (d) to ‘*writing*’ or similar expressions includes email; (e) to a clause, paragraph, Schedule or annexure is to a clause or paragraph of, or Schedule or annexure to, this Agreement, as amended or renewed from time to time in accordance with this Agreement; and (f) to a ‘*Party*’ is to a Party to this Agreement, and a reference to a party to a document includes the party’s executors, administrators, successors and permitted assigns and substitutes;
- 1.2.2 the singular includes the plural and vice versa, and a reference to one gender includes all genders;
- 1.2.3 another grammatical form of a defined word or expression has a corresponding meaning;
- 1.2.4 all periods expressed to start and end between two dates are inclusive of those dates;
- 1.2.5 any undertaking by a Party not to do any act or thing includes an undertaking not to permit or suffer the doing of that act or thing;
- 1.2.6 a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it;
- 1.2.7 the words ‘*includes*’, ‘*in particular*’, ‘*for example*’ or any similar expression must be construed as illustrative and read as if followed by the words “without limitation”; and
- 1.2.8 headings are for ease of reference only and do not affect interpretation.

1.3 To the extent of any inconsistency or conflict between any terms of the Work Order and this Agreement, the terms in the Agreement govern and take priority for the purpose of any interpretation.

## **2 TERM**

This Agreement begins and has legal effect on the Start Date and continues in force for a period of **48 months** from the Start Date unless this Agreement terminates earlier in accordance with its terms (“**Term**”).

## **3 APPOINTMENT AND NO GUARANTEE**

- 3.1 The Customer appoints the Trainer to perform the Services subject to and in accordance with the terms of this Agreement.
- 3.2 The Trainer acknowledges and agrees that it is not entitled to deliver any specific or minimum Services or any Services at all under this Agreement and acknowledges and agrees that the Services shall be requested by the Customer at its sole discretion. Nothing in this Agreement represents a guarantee that the Trainer shall provide Services during the Term.
- 3.3 The Customer is fully relying on the Trainer's and its Staff's skills, qualifications, resources and experience in performing the Services, and also on the accuracy of all representations or statements made and the advice given by the Trainer and its Staff in connection with the performance of the Services Trainer as part of this Agreement.

#### **4 NON-EXCLUSIVITY**

- 4.1 The Trainer's appointment to deliver the Services is non-exclusive. This Agreement shall not restrict the Trainer from providing training, research or any other services to persons, companies or organisations other than the Customer and nor shall it restrict the Customer from procuring services which are the same or similar to the Services from any third party.

#### **5 WORK ORDER**

- 5.1 When the Customer requests services from the Trainer and the Trainer is able to provide such services, the Parties will enter into a Work Order.
- 5.2 The Customer and Trainer agree that the Work Order applies to the performance of the Services. The Trainer must not start any work until an authorised representative of the Customer and the Trainer each complete and sign the Work Order and the Customer issues a purchase order (PO) corresponding to the Work Order.

#### **6 TRAINER'S RESPONSIBILITIES**

- 6.1 The Trainer is a skilled and competent provider in the particular fields relevant to the Services. The Trainer must:
- 6.1.1 perform the Services in accordance with this Agreement (including the Work Order); and
  - 6.1.2 allocate sufficient resources to the Training Course to enable it to comply with the obligation in clause 6.1.1.
- 6.2 The Trainer must:
- 6.2.1 perform the Services at the premises and location as set out in the Work Order;
  - 6.2.2 provide all Materials, facilities, equipment, systems, products, personnel and other resources necessary or desirable to successfully perform the Services on time and meet its obligations under this Agreement;
  - 6.2.3 meet, and time is of the essence as to, any performance timelines or dates specified in this Agreement (including the Work Order);

- |       |                                                                                                                                                                                                                                                                                       |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.2.4 | perform the Services to the satisfaction of the Customer and in accordance with the Customer's written and oral directions; co-operate and liaise with the Customer in all matters relating to the Training Course;                                                                   |
| 6.2.5 | ensure that participants of the Training Courses meet the applicable Skillnet eligibility requirements and revert to the Customer if any questions arise in relation to the eligibility of participants of the Training Course which is part funded by Engineering Skillnet IBEC; and |
| 6.2.6 | ensure that the information and evaluation data is in the format required by the relevant Work Order and provided within the timescales specified in the relevant Work Order.                                                                                                         |

### 6.3 The Trainer must:

- 6.3.1** before the date on which the Services are to start, obtain, and at all times maintain, all necessary licences, authorisations, consents, approvals and permits;
- 6.3.2** comply with all health and safety and security rules and procedures at the premises where the Services are provided and report to the Customer any unsecure or unsafe working conditions or practices; and
- 6.3.3** comply with, and procure that its Staff comply with, all of the Customer's policies from time to time in force.

## 7 QUALITY OF SERVICES

7.1 The Trainer represents and warrants to the Customer that:

- |              |                                                                                                                                                                                       |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>7.1.1</b> | it will perform the Services in a professional, competent, proper and timely manner and with the highest level of care, skill, diligence, prudence and foresight;                     |
| <b>7.1.2</b> | it will perform the Services efficiently with the optimum use of all resources and, where any part of the charges is not fixed, at the lowest reasonably obtainable overall cost; and |
| <b>7.1.3</b> | it will provide the Services in accordance with all applicable Laws from time to time in force.                                                                                       |

## 8 CUSTOMER'S RESPONSIBILITIES

### 8.1 The Customer will:

- 8.1.1** reasonably co-operate with the Trainer in all matters relating to the Services.
- 8.1.2** evaluate applicants to ensure that participants in Training courses meet the applicable Skillnet eligibility requirements; and
- 8.1.3** provide the information the Trainer may reasonably request and that the Customer considers reasonably necessary for the Trainer to provide the Training Course in a timely manner.

- 8.2 The Customer has no other obligations under or in connection with this Agreement or the Training Courses.

## **9 FLEXIBILITY AND CANCELLATION**

- 9.1 The Customer may, at its sole discretion, cancel any Training Courses in the event that adequate participant numbers have not enrolled no less than seven (7) days prior to the Proposed Course Start Date as provided in the relevant Work Order.
- 9.2 If a Training Course is cancelled no less than seven (7) days prior to the Proposed Course Start Date, the Customer shall not be liable for the cancellation fee specified in the Work Order (if any).
- 9.3 The Customer will notify the Trainer of any required change to the nature, scope or timing of the Services or any other change to the Customer's requirements under this Agreement.
- 9.4 The Trainer must use best endeavours to accommodate any changes to the needs and requirements of the Customer provided that the Trainer is entitled to payment for any reasonable additional costs it incurs as a result of any change. The Parties will agree in writing in advance the amount of such additional costs.

## **10 CHARGES AND PAYMENT**

- 10.1 In consideration of the Trainer's satisfactory performance of the Services, the Customer will pay the Trainer the charges at the rates and in the manner set out in the Work Order ("**Charges**") after the completion of the Training Course, provided that the Customer has received full and accurate information and documentation as required by the Work Order and Schedule 2 (Invoicing).
- 10.2 All Charges and payments under this Agreement are inclusive of any applicable taxes or charges, and no other taxes, duties or levies are payable by the Customer.
- 10.3 The Trainer agrees that the payment of the Charges represents the Customer's full and complete obligation to compensate the Trainer for the provision of all Services and the Customer will not be billed for or be obligated to pay to the Trainer any fees, expenses, reimbursements, royalties or other amounts for the Services, or otherwise. In no event will the Customer be responsible for any payment to any third parties.
- 10.4 Subject to obtaining Customer's prior written consent and if the Work Order specifies, the Customer will reimburse the Trainer, at cost, for all proper and reasonable vouched expenses incurred by the Trainer in performing the Services.
- 10.5 The Trainer must submit invoices for the Charges to the Customer in accordance with the requirements and at the intervals set out in this clause 10 and in Schedule 2 (Invoicing).
- 10.6 If the Customer is satisfied that the invoice complies with the requirements of this clause 10, the Work Order and Schedule 2 (Invoicing), and the Customer does not dispute that invoice, the Customer will pay the invoice within sixty (60) days of its receipt. If the Customer genuinely disputes an invoice, it need not pay the disputed invoice until the dispute is resolved.
- 10.7 The Customer is entitled to set off against any amount that the Customer owes the Trainer any amount that the Trainer owes to the Customer from time to time, whether under this

Agreement or otherwise. The Customer also has the right to deduct such amounts from any payments as applicable Law may require.

- 10.8 The Trainer shall produce for inspection upon the Customer's request a valid Tax Clearance Certificate or, if the Trainer is for tax purposes non-resident in Ireland, a statement from the Revenue Commissioner confirming suitability on tax grounds.

## **11 INTELLECTUAL PROPERTY RIGHTS**

- 11.1 The Trainer retains sole and exclusive ownership of all Intellectual Property Rights that were in existence and owned by the Trainer before the Start Date ("**Trainer Existing IPR**"). In consideration of the Charges that the Customer pays under this Agreement, the Trainer grants to the Customer a royalty-free, irrevocable, non-exclusive, worldwide, perpetual, transferrable licence (with rights to grant sub-licences) to use, access, copy, sell, reproduce, modify, make derivative works of and disclose the Trainer Existing IPR to the extent necessary to fully use and exploit the Training Course Material and to permit others to do any of the foregoing.

- 11.2 All Training Results, Confidential Information of the Customer and all Materials that the Customer provides to the Trainer, at all times, are and remain the sole and exclusive property of the Customer. The Trainer must, and must procure that its Staff:

**11.2.1** hold all such material in safe custody at its own risk and maintain and keep it in good condition until returned to the Customer; and

**11.2.2** do not use or dispose of such material other than in accordance with the Customer's written instructions.

- 11.3 The Trainer must, and must procure that its Staff, fully disclose all Training Results to the Customer. All existing and future right, title and interest (including all Intellectual Property Rights throughout the world) in all Training Results vests in the Customer on their creation. To the extent any Training Results are not already vested in the Customer, the Trainer must, and must procure that all others engaged in the Services, irrevocably, unconditionally and absolutely assign, transfer and set over unto the Customer all right, title and interest in and to all existing and future Training Results and all materials embodying such rights immediately on creation, free of all encumbrances and third party rights to the fullest extent permitted by applicable law including the right to sue for past infringement (or passing off) and to retain damages or other remedies.

- 11.4 Whenever the Customer requires, the Trainer must, at its cost, do and must procure that its Staff and any relevant third party does, all things as may be necessary to give effect to this clause 11, including executing any required documents, effecting any required registrations and giving all assistance to enable the Customer to obtain and maintain the exclusive benefit and legal and beneficial ownership of the Training Results.

- 11.5 The Trainer must obtain waivers of any moral rights in the products of the Services (including the Training Results) to which any individual is now or may be at any future time entitled under applicable Law.

- 11.6 The Trainer represents and warrants that:

**11.6.1** the Training Results comprise the original work of and were created by or on behalf of the Trainer;

- 11.6.2 the Training Results have not and will not be copied wholly or in part from any other work or material;
- 11.6.3 it owns, or has the right to use to the extent necessary to perform the Services, all relevant Intellectual Property Rights;
- 11.6.4 the receipt or performance of the Services, and the possession or use of the Training Results and the Trainer Existing IPR, will not infringe the Intellectual Property Rights or other rights of any person; and
- 11.6.5 the Trainer has not granted or assigned any rights of any nature in the Training Results to any third party.

## **12 CONFIDENTIAL INFORMATION**

- 12.1 The Trainer must keep secret and confidential, and not use or disclose, any Confidential Information of the Customer, except as this Agreement permits. The Trainer must take all steps and do all such things as may be necessary or prudent in order to safeguard and protect the confidentiality and security of the Confidential Information of the Customer and to prevent any unauthorised access to it. The Trainer must only use the Confidential Information of the Customer for the performance of its obligations under this Agreement and for no other purpose.
- 12.2 If the Trainer becomes aware of disclosure or misuse of any of the Customer's Confidential Information, the Trainer must immediately notify the Customer and take reasonable steps to prevent further disclosure or misuse.
- 12.3 The Trainer may only disclose the Customer's Confidential Information:
  - 12.3.1** to the Trainer's Staff on a 'need to know' basis provided those persons first agree in writing with the Trainer to comply with equivalent obligations in respect of Confidential Information of the Customer as those imposed on the Trainer under this Agreement; or
  - 12.3.2** that applicable Law requires the Trainer to disclose, provided that before doing so the Trainer promptly notifies the Customer and gives the Customer a reasonable opportunity to take any steps that the Customer considers necessary to protect the confidentiality of that information.

## **13 PUBLICITY**

- 13.1 The Trainer must not use the Customer's name, logo or trademarks, make any public announcement relating to this Agreement, or refer to the Customer or its business, directly or indirectly, in any marketing, promotion, advertisement, news release, or professional or trade publication, unless the Customer provides its prior written approval in each instance and the Customer will have the right to review and approve any such materials prior to publication.
- 13.2 All advertising and publicity relating to the Services, whether in-company or otherwise, shall acknowledge the funding support for the course from the Engineering Skillnet IBEC. This shall be done in the form and in compliance with the branding and publicity guidelines issued by Skillnet Ireland from time to time.

## **14 DATA PROTECTION**

As the business relationship between the Parties involves the transfer, acquisition or processing of personal data by the Trainer on behalf of the Customer, the Parties have agreed the provisions of Schedule 3. Each Party shall comply with Schedule 3.

## **15 WARRANTIES AND INSURANCE**

- 15.1 The Trainer represents and warrants to the Customer that the Trainer and its Staff are appropriately qualified and trained to perform their obligations under this Agreement to the standard as set out in clause 7 (Quality of Services).
- 15.2 The Trainer indemnifies, defends and holds harmless the Customer on demand, from and against any and all Loss that the Customer sustains, incurs or pays out, as a result of or in connection with a threatened or actual claim, action, suit or other proceeding by a third party (whether or not against the Customer or another person) relating to the performance or receipt of the Services, or the possession or use of the Trainer Existing IPR provided under this Agreement; except to the extent that such Loss results from the default, act or omission of the Customer.
- 15.3 Except for infringement of the Customer's Intellectual Property Rights, breach of clause 12 (Confidential Information), the Trainer's indemnity obligations under clause 15.2, and breach of clauses 6.3 and/or 6.1 (Warranties), each Party excludes any liability to the other Party for any indirect or consequential loss the other Party suffers as a result of a breach of this Agreement.
- 15.4 The Trainer, at its cost, must take out and maintain adequate insurance with a reputable insurance company. The Trainer's insurance coverage will not limit the Trainer's liability under this Agreement. On the Customer's request, the Trainer must produce both the insurance certificate giving details of cover and the receipt for the current year's premiums.
- 15.5 The Trainer, if requested, shall produce to the Customer evidence showing the actual coverage in force at the time of the request and shall give the Customer written notice before any such insurance is altered or cancelled.

## **16 TERMINATION**

- 16.1 The Customer has the right, at any time, to terminate the Agreement (in whole or in part) by giving the Trainer at least thirty (30) days prior written notice.
- 16.2 The Customer has the right to immediately terminate this Agreement (in whole or in part) if the Trainer:
  - 16.2.1 commits a material breach of this Agreement and either that breach is incapable of remedy or it fails to remedy that breach within 30 Working Days of receiving a notice specifying the breach and requiring it to be remedied;
  - 16.2.2 repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; and/or
  - 16.2.3 suffers or becomes subject to an Insolvency Event.

- 16.3 The Trainer has the right to terminate the Agreement if the Customer does not pay an undisputed invoice which is due and payable in accordance with the terms of this Agreement within 90 days of receiving an invoice from the Customer.
- 16.4 Any exercise by either Party of its rights to terminate under this clause 16 is not a breach or repudiation of this Agreement.
- 16.5 The Trainer acknowledges that the Trainer may terminate this Agreement only in accordance with this clause 16 and the Trainer expressly waives any other rights it may have to terminate.
- 16.6 On termination or expiry of this Agreement (in whole or in part) the Trainer must, at its own cost:
- 16.6.1 continue to provide Services to the Customer up until the effective date of termination or expiry and the Trainer is not entitled to payment for any costs incurred or goods or services supplied after the effective date of termination or expiry;
  - 16.6.2 promptly refund any amounts already paid by the Customer for Services not yet provided under the Agreement;
  - 16.6.3 promptly deliver to the Customer all Training Results and all associated documentation in the format required by the Customer along with all Material necessary for the Customer to receive the full benefit of the licence for the Trainer Existing IPR under clause 11.1;
  - 16.6.4 if the Customer requests, cooperate in good faith to transition the Services to the Customer's other professional service providers; and
  - 16.6.5 at the Customer's option, either destroy or return to the Customer (and not retain any copies of) all of the Customer's Confidential Information and the Customer's Materials related to the Agreement, The Trainer must certify the destruction to the Customer within 30 days after the Customer's request.
- 16.7 On termination or expiry of this Agreement for any reason all rights and obligations of the Parties under the Agreement automatically terminate, except that termination or expiry does not affect any accrued rights or remedies of either Party.
- 16.8 Any indemnity or any obligation of confidence under this Agreement is independent of and survives termination or expiry of this Agreement. Any other term that by its nature is intended to survive termination or expiry of this Agreement survives termination or expiry of this Agreement, including clauses 11 (Intellectual Property Rights), 12 (Confidential Information), 14 (Data Protection), 15 (Warranties and Insurance), 16 (Termination), 17 (General).

## **17 GENERAL**

### **Entire agreement**

- 17.1 The Agreement (including the Work Order and any data processing agreement) constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements, representations, warranties or understandings between the Parties in connection with its subject matter. Each Party confirms that it is not relying on any representations, warranties or assurances (written or oral, express or implied) of the other Party except as specifically set out in this Agreement. Nothing in this clause 17.1 operates to limit or exclude any liability for fraud or fraudulent misrepresentation.

#### **Relationship**

- 17.2 If requested by the Customer, the Trainer will supply the Services as an independent service provider. Nothing in this Agreement creates a relationship of employment, trust, agency, joint ventureship or partnership between the Parties. This Agreement does not give the Trainer authority to bind or to incur any expenditure or liability on behalf of the Customer.

#### **Notices**

- 17.3 Any notice, demand, consent, approval or other communication given or made under or in connection with this Agreement is only effective if it is in writing and addressed to a Party at its respective address set out at the start of this Agreement, or to another address a Party notifies to the other in writing from time to time.

#### **Variations**

- 17.4 Any variation to the Agreement (including the Work Order) must be in writing and signed by an authorised representative of each Party.

#### **Assignment and other dealings**

- 17.5 The Trainer is not permitted to assign, novate, transfer or deal in any other manner with any of its rights and obligations under this Agreement, in whole or in part, unless the Customer provides its prior written approval, which the Customer may grant or withhold in its absolute discretion and subject to any conditions the Customer requires. The Customer has the right, in its sole discretion, to assign, novate, subcontract, transfer or deal in any other manner with any of its rights and obligations under this Agreement, in whole or in part, without the Trainer's prior approval.

#### **Subcontracting**

- 17.6 The Trainer must not subcontract or otherwise arrange for any other person to perform all or any of the Services or to discharge all or any of the Trainer's obligations under this Agreement without the prior written approval of the Customer, which the Customer may grant or withhold in its absolute discretion and subject to any conditions the Customer requires. The Customer may revoke its approval of a subcontractor by giving written notice to the Trainer.

#### **Further action**

- 17.7 The Trainer must, at its own expense, do everything reasonably necessary, including executing documents, to give full effect to this Agreement and any transaction contemplated by it.

**Cumulative remedies**

- 17.8 Any right and remedy of the Parties stated in this Agreement is in addition to, and not exclusive of, any rights or remedies provided elsewhere in the Agreement or by applicable Law.

**Waiver**

- 17.9 A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

**Severability**

- 17.10 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

**Costs**

- 17.11 Each Party must pay its own costs of negotiating, preparing and signing this Agreement.

**Counterparts**

- 17.12 This Agreement may be executed in counterparts including fax, PDF and other electronic copies. All executed counterparts constitute one document. The Parties acknowledge and agree that this Agreement may be executed by any form of electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**Governing law and jurisdiction**

- 17.13 The existence, formation, interpretation, operation and termination of the Agreement and all matters or disputes (whether contractual or non-contractual) arising out of or in connection with the Agreement or its subject matter is governed by and interpreted in accordance with the laws of Ireland.
- 17.14 The Parties irrevocably and unconditionally agree that the courts of Ireland have exclusive jurisdiction to settle all matters or disputes (whether contractual or non-contractual) arising out of or in connection with the Agreement or its subject matter.

**THIS AGREEMENT** has been signed by or on behalf of the Parties the day and year first written above.



## SCHEDULE 1 - TEMPLATE WORK ORDER

|                             |                                                                                      |
|-----------------------------|--------------------------------------------------------------------------------------|
| Work Order reference number | [●]                                                                                  |
| Date                        | [insert the date the Trainer will start providing the services detailed in this SOW] |

### 1.1 OVERVIEW

The terms and conditions of the Professional Services Agreement (reference number: [●]) between the Customer and the Trainer dated [●] (“**Agreement**”) apply to this Work Order.

### 1.2 SERVICES

The Trainer must perform the following Services, which must meet the requirements set out below:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

[●]

#### Services location

[The Customer’s premises will be available for the Trainer to perform the Services, subject to the Trainer’s compliance with the terms of the Agreement and all applicable Customer policies] **OR** [At the Trainer’s premises].

### 1.3 TIMELINE

The Trainer must perform the Services in accordance with the following timeline:

Proposed start date of Training Course: [●]

Proposed end date of Training Course: [●]

Duration: [●]

### 1.4 FIXED PRICE CHARGES

The Trainer must perform the following Services for the fixed amount specified in the table below:

| Description of Services | Due date | Amount Payable on Customer’s written acceptance (€) |
|-------------------------|----------|-----------------------------------------------------|
|                         |          |                                                     |
|                         |          |                                                     |
|                         |          |                                                     |

|                                    |  |
|------------------------------------|--|
| <b>Total Charges Not to Exceed</b> |  |
|------------------------------------|--|

All costs are based on [x] iteration of each Training Course with minimum numbers of X people as specified in the Tender.

**Note 1:** Fees for each Training Course will be paid upon completion and return of all [Level 1/2 Course Evaluations] for all participants to the Network by online form or by email to [info@engineeringskillnet.ie](mailto:info@engineeringskillnet.ie).

**Note 2:** Price is based on one course only. Additional courses may be added subject to written agreement between Customer and Trainer and the availability of funding.

**[DELETE IF NO CANCELLATION FEE APPLIES]** **Note 3:** If a Training Course is cancelled by the Customer less than seven (7) days prior to the Proposed Course Start Date, the Customer shall pay a cancellation fee of [X] to the Trainer.

## 1.5 EXPENSES

In addition to the Charges payable above, the Trainer may only incur expenses with the prior written approval of the Customer. If the Trainer incurs an expense without the Customer's prior written approval, the reimbursement of such expense is at the Customer's sole and absolute discretion. The Trainer must maintain accurate and detailed records of such expenses and make those records available for inspection by Customer on request.

## 1.6 DATA COLLECTION AND REPORTING REQUIREMENTS

The Trainer shall provide the information and evaluation data set out in the table below to the Customer within the timeframe specified in the table.

| Category of Record                                           | Due Date | Summary Reports | Individual records<br>(to be appended<br>to the summary<br>reports) |
|--------------------------------------------------------------|----------|-----------------|---------------------------------------------------------------------|
| Attendance Records                                           |          |                 |                                                                     |
| Evaluation data                                              |          |                 |                                                                     |
| Certification/<br>CPD<br>hours reports (where<br>applicable) |          |                 |                                                                     |

The Trainer shall have sole responsibility for collecting and reporting on this information to the Customer.

The Customer reserves the right to withhold payment of the Charges until all forms, summary reports, original back-up forms and any other information specified in the table below are delivered by the Trainer.

The Trainer shall co-operate and assist the Customer or Skillnet Ireland with any evaluation or monitoring process that the Customer or Skillnet Ireland carries during the Term of the Agreement.

SIGNATURE PAGE OF WORK ORDER [INSERT REFERENCE NUMBER]

**SIGNED**

on behalf of the Customer by its authorised representative:

---

Signature of authorised representative

---

Print name of authorised representative

**SIGNED**

on behalf of the Trainer by its authorised representative:

---

Signature of authorised representative

---

Print name of authorised representative

## **SCHEDULE 2 - INVOICING**

### **1. INVOICING**

#### **1.1 TIMING OF INVOICES**

The Trainer must invoice the Customer for the Charges after the completion of Training Course, the date of which is set out in the Work Order.

#### **1.2 INVOICE REQUIREMENTS**

Each invoice must:

- 1.2.1 be sent to the address set out in paragraph 1.3 (Address for invoicing) below and identify this Agreement;
- 1.2.2 include the applicable purchase order number;
- 1.2.3 include details of the Services provided during the invoiced period and the Charges applicable to those Services to include at a minimum:
  - (A) training fees
  - (B) development/certification costs
  - (C) facilities and catering costs
  - (D) Any other costs which have been approved in writing by IBEC in advance.
- 1.2.4 itemise the hours and/or days each member of the Trainer's Staff has worked during the period being invoiced for;
- 1.2.5 only specify amounts that are:
  - (A) due for payment; and
  - (B) correctly calculated in accordance with this Agreement;
- 1.2.6 contain sufficient detail to enable the Customer to verify its accuracy;
- 1.2.7 be in a form, and include all necessary information, for the invoice to be a valid tax invoice (if applicable) and otherwise be in a form that meets the Customer's requirements.

#### **1.3 ADDRESS FOR INVOICING**

The Trainer must attention invoices to the Customer and address all invoices as follows:

Attention: Michelle Quain

Title: Engineering Skillnet IBEC

Email address: [michelle.quain@ibec.ie](mailto:michelle.quain@ibec.ie)

1.4 **CURRENCY OF INVOICES**

Euro

1.5 **PAYMENT OF INVOICES**

The Customer will pay valid invoices by electronic transfer to the following bank account:

Account Name: Engineering Skillnet IBEC

Bank: Bank of Ireland

Branch:  
2 COLLEGE GREEN DUBLIN 2

IBAN:  
IE30 BOFI 9000 1763 5002 21

BIC: BOFIE2D

If any invoice is incorrect, the Customer reserves the right to pay only the correct amount. If any overpayment is made the Trainer agrees that the Customer may offset the amount of any such overpayment against any subsequent payments to be made to the Trainer.

The Customer does not have to make any payment in respect of services the Trainer performs after the end of the Term unless the Parties have agreed a written extension of the Term.

### **SCHEDULE 3 – DATA PROCESSING AGREEMENT**

#### **1 DETAILS OF THE PROCESSING ACTIVITIES**

- 1.1 This DPA concerns Training Course Delegate Data. The Parties agree as between them, with respect to Training Course Delegate Data processed by the Processor under this DPA that:
- (a) IBEC is the data controller of the Training Course Delegate Data processed by the Processor under this DPA; and
  - (b) the Processor is engaged by IBEC as data processor with respect to all Training Course Delegate Data processed by the Processor under this DPA.
- 1.2 IBEC's obligations and rights are as outlined in this Agreement. IBEC is responsible for issuing instructions to the Processor and complying with its other obligations in this Agreement.
- 1.3 The subject-matter and duration of the processing carried out by the Processor on behalf of IBEC, the nature and purpose of the processing, the type of Training Course Delegate Data and categories of data subjects are described in Appendix 1 of this DPA.

#### **2 ASSURANCES**

- 2.1 The Processor confirms that it shall implement and maintain appropriate technical and organisational measures in such a manner that the processing of any Training Course Delegate Data will meet the requirements of the GDPR and ensure the protection of the rights of data subjects.

#### **3 PROTECTION OF PERSONAL DATA**

- 3.1 In discharging its obligations under this Agreement, the Processor is responsible for and shall comply with Data Protection Law. The Processor shall perform the Services and discharge its obligations under this Agreement in such a way that IBEC does not breach its obligations under Data Protection Law.
- 3.2 The Processor shall process the Training Course Delegate Data only to the extent necessary to perform its obligations under this Agreement as applicable to the Training Course Delegate Data and for no other purpose. The Processor shall comply with any data

protection related policies of IBEC notified to the Processor from time to time and, to the extent they do not conflict with the provisions and requirements of this DPA, any data protection related policies of the Processor (including, in both cases, any incorporated or referred to in this Agreement).

3.3 The Processor shall treat the Training Course Delegate Data as Confidential Information of IBEC for the purposes of this Agreement.

3.4 Without limiting or affecting the other provisions in this paragraph 3, the Processor shall:

- (a) process the Training Course Delegate Data only on written instructions from IBEC, including with regard to transfers of Training Course Delegate Data to a third country or an international organisation, unless required to do so by European Union or Member State law to which the Processor is subject; in such a case, the Processor shall inform IBEC of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- (b) ensure that persons authorised to process the Training Course Delegate Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, even after the end of their employment contract or at the end of their assignment or engagement;
- (c) takes all measures required pursuant to Article 32 of the GDPR in relation to the Training Course Delegate Data;
- (d) taking into account the nature of the processing, assist IBEC by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR in relation to the Training Course Delegate Data;
- (e) assist IBEC in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing of the Training Course Delegate Data and the information available to the Processor;
- (f) at the choice of IBEC, delete or return all the Training Course Delegate Data to IBEC after the end of the provision of Services relating to processing, and delete existing copies unless European Union or Member State law requires storage of the Training Course Delegate Data;
- (g) make available to IBEC all information necessary to demonstrate compliance with the obligations laid down in this DPA and Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by IBEC or another auditor mandated by IBEC; and
- (h) with regard to paragraph 3.4(A), the Processor shall immediately inform IBEC if, in its opinion, an instruction from IBEC infringes the GDPR or other European Union or Member State data protection provisions.

3.5 Except to the extent required to do so by applicable law, the Processor shall not make any payment or any offer of payment to any data subject in response to any complaint or any

claim for compensation arising from or relating to the processing of Training Course Delegate Data without IBEC's prior written agreement.

#### **4 DATA SUBJECT RIGHTS**

- 4.1 The Processor shall inform IBEC in writing quickly and without delay (and, in any event, within no more than two (2) days) if the Processor receives a request or a notice of withdrawal of consent from a data subject in respect of such data subject's Training Course Delegate Data. The Processor shall not respond to any such data subject request or otherwise correct, amend, delete, block or provide access to or a copy of the data subject's Training Course Delegate Data without IBEC's documented instructions.

#### **5 RETENTION, DELETION AND RETURN**

- 5.1 The Processor shall comply with any data retention and/or deletion policies (and any amendments to them) communicated to the Processor by IBEC from time to time. The Processor shall certify in writing its compliance in this regard and its compliance with paragraph (f) promptly on request by IBEC from time to time.
- 5.2 The Processor shall, upon request by IBEC, provide a complete copy of such of the Training Course Delegate Data as IBEC may request by secure file transfer in such format as is reasonably notified by IBEC to the Processor. The Processor shall comply with any such written request within forty eight (48) hours.

#### **6 SECURITY**

- 6.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall implement and maintain appropriate technical and organisational measures in relation to the Training Course Delegate Data to ensure a level of security appropriate to the risk including inter alia as appropriate:
- (a) the pseudonymisation and encryption of Training Course Delegate Data;
  - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - (c) the ability to restore the availability and access to Training Course Delegate Data in a timely manner in the event of a physical or technical incident; and
  - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 6.2 In assessing the appropriate level of security to be applied to the Training Course Delegate Data, the Processor shall take account in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Training Course Delegate Data transmitted, stored or otherwise processed.
- 6.3 The Processor shall take steps to ensure that any natural person acting under the authority of the Processor (or its permitted subprocessors) who has access to Training Course

Delegate Data does not process them except on instructions from IBEC, unless he or she is required to do so by European Union or Member State law. The Processor is liable for any disclosure of Training Course Delegate Data by such person as if it had made such disclosure.

## **7 PERSONAL DATA BREACH**

7.1 The Processor shall notify IBEC without undue delay and, in any event, within no more than twelve (12) hours, after becoming aware of an actual or suspected Personal Data Breach. The Processor shall assist IBEC in fulfilling its obligations under Articles 33 and 34 of the GDPR and otherwise to notify the relevant supervisory authority and data subjects of a Personal Data Breach.

7.2 The Processor shall, as soon as possible (and, unless not possible, within twenty four (24) hours of becoming aware of it), provide IBEC with the following information with respect to any actual or suspected Personal Data Breach:

- (a) a detailed description of the cause and nature of the breach including the categories and approximate numbers of data subjects concerned and the categories and approximate number of Training Course Delegate Data records concerned;
- (b) the measures being taken to contain, investigate and remediate the Personal Data Breach;
- (c) the likely consequences and risks for IBEC, organisations and data subjects as a result of the Personal Data Breach;
- (d) any mitigating actions taken; and
- (e) a proposed plan to mitigate any risks for data subjects, IBEC and others affected as a result of the Personal Data Breach.

If the Processor cannot provide all of this information within twenty four (24) hours of becoming aware of the actual or suspected Personal Data Breach, the Processor shall provide as much of the above information as possible within such timeline, and provide the outstanding information as soon as possible afterwards (in tranches if necessary).

7.3 The Processor shall, in connection with any actual or suspected Personal Data Breach:

- (a) quickly and without delay, take such steps as are necessary to contain, remediate, minimise any effects of, prevent the recurrence of and investigate any actual or suspected Personal Data Breach (whilst preserving any evidence) and to identify its cause;
- (b) maintain records of all information relating to the Personal Data Breach, including the results of its own investigations and authorities' investigations as well as remedial actions taken;
- (c) co-operate with IBEC (and, upon request by IBEC, others impacted) and provide IBEC (and, upon request by IBEC, others impacted) with such assistance and information as it may reasonably require in connection with the containment, investigation, remediation and/or mitigation of the Personal Data Breach;

- (d) maintain strict confidentiality;
- (e) not make any public statements or engage or communicate with others impacted without IBEC's prior written approval;
- (f) immediately notify IBEC in writing of any request, inspection, audit or investigation by a data protection or other authority or any request by others impacted;
- (g) without limiting or affecting paragraph (h)), provide a copy of all proposed written communications with a data protection or other authority or any others impacted so that IBEC has a reasonable opportunity to comment in such respect and have due and proper regard to all comments or concerns of IBEC in such respect;
- (h) not communicate with any data protection or other authority or any others impacted without IBEC's prior written permission, except to the extent required to do so by applicable law to which the Processor is subject in which case the Processor shall inform IBEC in writing as soon as possible of any communications with the relevant authority or others (and shall provide a copy or detailed minute of all such communications);
- (i) permit and enable IBEC to attend all calls, video conferences, site visits, inspections, audits, meetings and other communications with any data protection or other authority or any others impacted, except to the extent restricted from doing so by applicable law to which the Processor is subject (and promptly provide, upon request, a copy or detailed minute of all such engagement and communications); and
- (j) where required to do so by IBEC, provide notifications (in a form approved by IBEC) to affected data subjects and others affected and relevant data protection and other authorities.

7.4 The Processor shall do all that is necessary to recover, restore, rebuild, repair and/or recreate any Training Course Delegate Data, databases and/or files affected by a Personal Data Breach. If the Processor does not do so (or indicates that it will not do so) within a reasonably quick period, IBEC is entitled to do so itself (or using a third party) in which case the Processor shall promptly pay IBEC in full any costs and expenses it incurs in such regard as a debt.

## **8 SUBPROCESSING**

8.1 The Processor shall not engage a subprocessor to process any Training Course Delegate Data, or replace or change the scope of work or role of a permitted subprocessor whom IBEC has approved as a subprocessor as of the date of this Agreement as set out in Appendix 1, unless IBEC approves such in writing in which case the Processor shall comply with paragraph 8.2 in such regard.

8.2 The Processor shall, where it engages any subprocessor in accordance with paragraph 8.1 (whether an existing or new subprocessor):

- (a) carry out appropriate due diligence on the subprocessor prior to engaging it to verify that it is capable of complying with the data protection obligations under

this this Agreement, to the extent applicable to the services it is to perform (and shall document such due diligence and provide a copy of such to IBEC promptly on request);

- (b) only use a subprocessor that has provided sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR, this DPA and this Agreement and ensure the protection of the rights of the data subject; and
- (c) impose, through a legally binding contract between the Processor and subprocessor that is governed by Irish or Member State law, the same data protection obligations as set out in this DPA on the subprocessor, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR.

8.3 The Processor shall, upon request by IBEC, promptly provide IBEC with the identity and location of each subprocessor and a description of the processing being subcontracted to each subprocessor, together with a copy of the data protection related provisions in this Agreement between the Processor and subprocessor.

8.4 The Processor acknowledges and agrees that if any subprocessor fails to fulfil its obligations in this Agreement between the Processor and subprocessor, the Processor shall remain fully liable to IBEC for the performance of the subprocessor's obligations.

## 9 TRANSFERS

9.1 The Processor shall not transfer any Training Course Delegate Data to, or grant access to any Training Course Delegate Data to any recipient (including the Processor), outside the European Economic Area without IBEC's prior written consent. If such consent is granted the Processor shall ensure that any such transfer of Training Course Delegate Data complies with Data Protection Law.

## 10 INTERPRETATION

10.1 Unless defined otherwise herein defined terms used in this Schedule 3 shall have the same meaning as in this Agreement.

10.2 In this DPA, the following terms have the meanings given to them below:

**"delete"** means securely and irrevocably remove or destroy so that the Training Course Delegate Data is removed or obliterated such that it cannot be recovered or reconstructed.

**"Data Protection Law"** means all data protection, security and privacy laws and regulations applicable in Ireland including the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, Data

Protection Acts 1988 and 2003 (except to the extent revoked), Data Protection Act 2018 and the GDPR.

**“DPA”** means this Schedule 3 including Appendix 1.

**“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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.

**“Member State”** means a member state of the European Union.

**“Personal Data Breach”** means a “personal data breach”, as defined in the GDPR, in respect of Training Course Delegate Data.

**“Processor”** means the Trainer.

**“Training Course Delegate Data”** means the Personal Data Processed by the Processor when complying with its obligations under this Agreement relating to the Training.

**“Training Course(s)”** means the training and educational course(s) provided by the Processor.

- 10.3 In addition, the terms “controller”, “processor”, “data subject”, “process”, “processing”, and “processor” having the meanings given to them in the GDPR.

## **Appendix 1**

### **Details of the Processing Activities**

#### **Subject matter**

The subject matter of the processing is the provision of the Services and performance of the Processor's other obligations under this Agreement in relation to the Training Course(s).

#### **Type of Personal Data**

The Training Course Delegate Data which may include the following:

- Delegate name.
- Delegate email address.

#### **Categories of data subjects**

- Any natural person participating in a Training Course(s).

#### **Special categories of data**

Special category data is not required to be processed under this Agreement.

#### **Nature and purpose of processing / processing operations**

The Processor will process Training Course Delegate Data as necessary to perform the Services and its other obligations in respect of the Training Course(s) under this Agreement, including but not limited to organising the training courses, providing online access to delegates to the training environment, and to comply with IBEC's instructions.

#### **Duration of Processing**

The duration of the processing operations is the term of this Agreement.

## **SIGNING PAGE**

### **SIGNED**

on behalf of the Customer by its authorised representative:

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Signature of authorised representative

---

Print name of authorised representative

### **SIGNED**

on behalf of the Trainer by its authorised representative:

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Signature of authorised representative

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Print name of authorised representative