APPENDIX 4

SERVICES AGREEMENT

Banc Ceannais na hÉireann
Central Bank of Ireland
Eurosystem

CENTRAL BANK OF IRELAND

and

[INSERT NAME]

SERVICES AGREEMENT

relating to
The Provision of Media Monitoring Services

THIS AGREEMENT is made on the ……………………..day of ……………………………2026

BETWEEN

CENTRAL BANK OF IRELAND a statutory body established in Ireland under the Central Bank Act 1942 of New Wapping Street, North Wall Quay, Dublin 1 (**"Central Bank**"); and

[INSERT CONTRACTOR'S NAME] having its registered address/principal place of business at [INSERT CONTRACTOR'S ADDRESS] (the "**Contractor**", which term shall include successors and assignees) (each a "**Party**" and together the **"Parties**").

WHEREAS

A. By an Invitation to Tender entitled 2026P060 – Provision of Media Monitoring Service advertised on eTenders website dated [INSERT DATE] (together with any clarifications issued by the Central Bank, the "**ITT**") the Central Bank invited tenders from economic operators ("**Tenderers**") for the provision of services described in Appendix 1A to the ITT (the "**Competition**").

B. The Contractor submitted a response to the ITT dated [INSERT DATE] (as clarified by any clarifications expressly accepted by the Central Bank following its submission, the "**Tender**").

C. The Contractor has been appointed to provide the services as described in Schedule 1 on the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED

1. **Definitions and Interpretation**

1.1 Definitions

In this Agreement, save to the extent that the context or the express provisions of this Agreement otherwise require, the following expressions have the following meanings:

"**Affected Employees**" means any employees of the Contractor or of any sub-contractors or of any third party in respect of whom the Transfer Regulations may be deemed to apply in connection with the Services and/ or this Agreement;

"**Agreement**" means this Agreement, including its schedules;

"Brexit" means the departure of the United Kingdom of Great Britain and Northern Ireland from the European Union pursuant to the operation of Article 50 of the Treaty on the Functioning of the European Union;

"**Central Bank Data**" means data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical, tangible or other media, and which are:

(a) supplied to the Contractor by or on behalf of the Central Bank or to which the Contractor otherwise gains access; or

(b) which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or

(c) any personal data for which the Central Bank is a controller under Data Protection Law;

"Central Bank's Representative" means the person identified as such in Schedule 1 or such other person as the Central Bank may appoint by notice in writing to the Contractor;

"**Charges**" means the amounts payable by the Central Bank to the Contractor as set out in Schedule 2;

"**Change**" has the meaning given to it in clause 21.1.1;

"**Competition**" has the meaning given to it in recital A;

"Confidential Information" has the meaning given to it in clause 11.1;

"Contractor's Representative" means the person identified as such in Schedule 1 or such other person as the Contractor may appoint by notice in writing to the Central Bank;

"Data Protection Law" means all applicable data protection Law, including the EU General Data Protection Regulation (Regulation 2016/679), the Data Protection Acts 1988 to 2018 and the Electronic Privacy Regulations;

"Disaster" means any event which results in any material interruption or disruption to the Services and/or the Contractor's activities or work in respect of any of the Services, including without limitation, any Force Majeure Event**;**

"**Dispute**" has the meaning given to it in clause 34.1;

"**Effective Date**" has the meaning given to it in clause 2.2;

"**Electronic Privacy Regulations**" means the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011;

"**Employment Liabilities**" means costs (including the cost of wages, salaries and other remuneration or benefits), expenses, taxation, PRSI payments, redundancy or severance payments, health contributions, other deductions required by Law, levies, losses, claims, damages, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses on an indemnity basis), in each case howsoever arising.

"**Equipment**" has the meaning given to it in clause 20.1;

"Force Majeure Event" has the meaning given to it in clause 15;

"**Impact Assessment**" has the meaning given to it in clause 21.1.2;

"Intellectual Property Rights" or "IPR" means all intellectual and/or industrial property rights including 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 related rights including rights in computer programs, moral rights, topography rights, rights in databases, 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 invention, discoveries and improvements, rights in the nature of unfair competition rights and rights to sue for passing off, in all cases whether or not registered or registerable and including registrations and applications for registration of any of the foregoing and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**ITT**" has the meaning given to it in recital A;

"**Key Personnel**" has the meaning given to it in clause 4.3;

"**Law**" means any law applicable in the State (without further enactment) or any other applicable jurisdiction and shall include common law, statute, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instruments, or delegated or subordinate legislation having force of law;

"**Legal Requirement**" means the requirement of any Law or any binding requirements of relevant authorities which have jurisdiction with regard to any part of the Services;

"**Loss**" means any loss, damage, cost, expense (including legal expenses), claim, charge, fee, fine, penalty, award or liability;

"**Materials**" has the meaning given to it in clause 10.3;

"**Necessary Consents**" has the meaning given to it in clause 3.1.10;

"**Official Check**" has the meaning given to it in clause 4.13.2;

"**Party**" means the Central Bank or the Contractor;

"**Pre-existing IPR**" has the meaning given to it in clause 10.1;

"**Replacement Personnel**" has the meaning given to it in clause 4.4;

"**Retention Amount**" has the meaning given to it in clause 18.1;

"**Retention Cap**" means the percentage of the Charges (if any) identified in Schedule 1 which the amount of any retention under clause 18 shall not, at any given time, exceed;

"**Services**" has the meaning given to it in clause 2.1;

"**Tender**" has the meaning given to it in recital B;

"**Tenderer**" has the meaning given to it in recital A;

"**Term**" has the meaning given to it in clause 2.2;

"**Transfer Regulations**" means the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003;

"**Working Day**" means a day (other than a Saturday or Sunday) on which banks are generally open for business in Ireland.

1.2 Interpretation

In this Agreement, save to the extent that the context or the express provisions of this Agreement otherwise require:

1.2.1 headings are used for ease of reference only and shall not affect the construction and/or interpretation of this Agreement;

1.2.2 references to clauses and schedules are to clauses and schedules of this Agreement;

1.2.3 words in the singular include the plural and in the plural include the singular;

1.2.4 references to any statute or statutory provision (including any subordinate legislation) shall be construed as including any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, codes of practice, code of conduct, rule of court, instrument or delegated or other subordinate legislation made under the relevant statute, unless specifically indicated otherwise;

1.2.5 all references to any agreement (including this Agreement), document or other instrument include (subject to all relevant approvals and any other provision of this Agreement expressly concerning such agreement, document or other instrument) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned;

1.2.6 all references to time of day shall be a reference to whatever time of day shall be in force in Ireland;

1.2.7 any reference to a day means a calendar day;

1.2.8 any reference to a month means a calendar month;

1.2.9 all monetary amounts are expressed in Euro;

1.2.10 the Central Bank shall not be imputed with knowledge of any fact, matter or thing merely because that fact, matter or thing is within the knowledge of the State's servants or agents;

1.2.11 any reference to the statutory duties or functions of the Central Bank shall be a reference to such duties or functions (including powers and discretions) from time to time and shall include any common law duties and functions (including powers and discretions);

1.2.12 in the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of the provisions of this Agreement;

1.2.13 the term "including" means including but without limitation and any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.2.14 where the Contractor consists of two or more persons all the respective covenants by the Contractor shall be deemed to be by such persons jointly and severally;

1.2.15 references to the Central Bank include reference to its authorised representatives;

1.2.16 references to "personal data" shall have the meaning attributed to that term in Data Protection Law;

1.3 This Agreement consists of the following documents, which, in the event of any ambiguity or conflict among them, are in the following order of priority:

1. this Agreement and Schedules
2. the ITT
3. the Tender

save that

1.3.1 if the Tender will, in the opinion of the Central Bank, deliver a higher standard of work or service than set out elsewhere in this Agreement (excluding the Tender), the relevant provisions of the Tender shall prevail. The decision of the Central Bank in this regard will be final; and

1.3.2 without prejudice to clause 1.3.1, if there is any conflict or ambiguity between the provisions in this Agreement (excluding for this purpose, the Schedules, the ITT and Tender) and the provisions of any Schedule, the interpretation which provides the safest and most conservative result or the highest standard of work or service or latest standard or procedure, as determined by the Central Bank, shall prevail. The decision of the Central Bank in this regard will be final.

2. Appointment of Contractor and Term of the Agreement

2.1 In consideration of payment by the Central Bank of the Charges, the Contractor agrees to provide the services as more particularly described in Schedule 1 (the **"Services"**) on the terms and conditions of this Agreement.

2.2 This Agreement shall take effect on the execution date of this Agreement (the "**Effective Date**") and expire 24 months thereafter (the "**Term**") unless terminated earlier in accordance with this Agreement or extended in accordance with this clause 2.2. The Central Bank has the right, at its discretion, to extend the Term for a further period or periods of up to 24 months on the same terms and conditions, subject to the Central Bank's obligations at Law. The maximum duration of the Term shall be 48 months in aggregate.

2.3 The Contractor shall perform the Services for the Central Bank as an independent contractor and nothing in this Agreement shall constitute or be deemed to constitute the Contractor as an officer, employee or agent for the Central Bank. The Contractor shall have no power or authority to enter into any agreement, contract or commitment for or on behalf or in the name of the Central Bank in connection with, or pursuant to, the provision of the Services or otherwise without the prior specific consent in writing of the Central Bank. Nothing in this Agreement 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 Central Bank for any purposes whatsoever.

2.4 The appointment of the Contractor hereunder is non-exclusive and the Central Bank may from time to time and at any time instruct any other person(s) to provide services identical or similar to the Services to be provided by the Contractor hereunder or to act jointly or in conjunction with the Contractor in performance of its duties and powers hereunder.

3. **Contractor's Duties and Obligations**

3.1 During the Term, the Contractor shall:

3.1.1 in the discharge of its obligations and in the exercise of its rights under this Agreement observe and comply with all directions given by the Central Bank;

3.1.2 if so required, carry out its obligations and exercise its rights hereunder jointly with any other person(s) appointed by the Central Bank;

3.1.3 comply with and implement any policies, guidelines and/or any protocols issued by the Central Bank from time to time and notified to the Contractor in writing. Without prejudice to the generality of the foregoing, prior to attending any Central Bank sites, the Contractor shall ensure that all Personnel as appropriate are briefed on the Contractor Policy Pack published on the Central Bank website at the following link: **Contractor Policy Pack**. The Contractor Policy Pack is updated from time to time and the Contractor shall at all times comply with the most up to date version, available on the Central Bank website;

3.1.4 keep the Central Bank fully informed of its progress in relation to the Services and any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;

3.1.5 attend meetings as required by the Central Bank;

3.1.6 comply with all local security arrangements as notified to the Contractor by the Central Bank from time to time;

3.1.7 keep detailed records of all acts and things done by it and its personnel in relation to the performance of the Services and, at the Central Bank's request, make such records available for inspection and provide copies of such records;

3.1.8 prepare such reports and provide such information as the Central Bank may, from time to time, require;

3.1.9 make personnel available and respond to instructions given by the Central Bank under this Agreement in a timely manner and, where any specific periods are identified by the Central Bank, within such periods; and

3.1.10 identify, obtain, maintain, and comply with all necessary consents including authorisations, licences, permits, permissions (including planning permissions), approvals, certificates, exemptions, certifications, filings, registrations and all other matters official or otherwise which are required in the provision of the Services ("**Necessary Consents**").

3.2 The Central Bank's Representative and the Contractor's Representative shall liaise on a regular basis to address any issues arising which may impact on the Contractor's performance of its obligations and to agree milestones, compliance schedules and protocols as required by the Central Bank from time to time.

3.3 Where the Contractor has failed to perform its obligations under this Agreement in any material manner, the Central Bank, without prejudice to its other rights under this Agreement (including under clause 22) may seek to agree with the Contractor a remedial plan which must be implemented by the Contractor.

3.4 The Contractor confirms that it has implemented, and agrees that it shall maintain for the Term, information security policies and programmes consistent with industry best practice and a recognized information security framework such as ISO27000 or the National Institute of Standards and Technology Cyber Security Framework, including putting in place organizational, technical and physical information security safeguards designed to (i) protect the privacy, confidentiality, integrity and availability of systems and/or data and (ii) protect against accidental, unlawful or unauthorized access, copying, damage, destruction, disclosure, distribution, loss, manipulation, modification, processing, use, reuse, interception, or transmission of such systems or data that host, process, interact or connect to Central Bank systems or data.

4. Employees and Employment Issues

4.1 The Contractor shall provide sufficient trained, competent and suitable personnel with the necessary qualifications, skills and experience to provide the Services and to ensure that the Services are provided at all times with due skill and care.

4.2 The Contractor shall upon request furnish to the Central Bank, in the format required by the Central Bank, details of all employees, agents or any other person whatsoever who will have an involvement in the provision of the Services. The Contractor shall also provide the required information in respect of any additional or replacement personnel or any other personnel whatsoever who may in the future provide any or all of the Services.

4.3 With regard to the personnel specified in Schedule 1 ("**Key Personnel**"), the Contractor shall ensure that the Key Personnel are assigned by it to provide the Services.

4.4 Unless instructed to remove personnel in accordance with clause 4.5, the Contractor shall only be permitted to replace any Key Personnel if it is necessary to do so due to that person's death, illness or incapacity, unavailability due to statutory leave, or the departure of the person from the employment of the Contractor (or, where relevant, any sub-contractor of the Contractor), in which case details of the proposed replacement(s) ("**Replacement Personnel**") must be submitted to the Central Bank for approval in advance (such approval not to be unreasonably withheld or delayed). Replacement Personnel must, in the opinion of the Central Bank, have at least equivalent experience and expertise to the Key Personnel they are replacing. The Contractor shall provide to the Central Bank such details as the Central Bank may require in writing regarding any Replacement Personnel. The Central Bank shall at its discretion decide whether to accept the Replacement Personnel. If the Central Bank accepts the proposed Replacement Personnel, they will be deemed to be Key Personnel. If the Central Bank does not accept the proposed Replacement Personnel, it may require the Contractor to propose other personnel until the Central Bank is satisfied with a proposed replacement. If the Central Bank is not satisfied with the Replacement Personnel (after iterative proposals, if required), it can terminate this Agreement with the Contractor in accordance with the provisions of clause 22.

4.5 If the Central Bank reasonably determines at any time that any employees or agents of the Contractor are not suitable for the provision of the Services, it shall notify and discuss this determination with the Contractor. Unless agreed otherwise by the parties in the context of such discussion, the Contractor shall ensure that the employees or agents in question cease to perform the Services and the Contractor shall propose alternative employees or agents in accordance with clause 4.4.

4.6 Entry into this Agreement by the Central Bank does not constitute acceptance that the Key Personnel are suitable for the roles assigned to them, nor does it relieve the Contractor of its duties or obligations under this Agreement.

4.7 The Contractor shall be responsible for compliance with all legal requirements of an employer and, without prejudice to the generality of the foregoing, shall be solely responsible in Law for the employment, remuneration, taxes, and immigration and work permits of all personnel retained for the purposes of complying with this Agreement.

4.8 Without prejudice to the generality of clause 29.1.9(b), the Contractor shall comply, and shall ensure that any sub-contractors shall comply, with all applicable obligations arising pursuant to the Transfer Regulations and failure to do so shall constitute a material breach of this Agreement.

4.9 The Contractor indemnifies, keeps indemnified, and holds the Central Bank harmless on demand from and against all Employment Liabilities relating to Affected Employees (and all persons claiming to be Affected Employees), whether or not the Contractor has been notified of such Affected Employees, arising from, or incurred by reason of, any claims made against the Central Bank by any Affected Employees relating to their employment, termination of their employment, any change in their working conditions after the Effective Date, and/or any failure by any person to comply with the Transfer Regulations.

4.10 Without prejudice to clause 4.13, where requested by the Central Bank, the Contractor shall at any time promptly furnish such information as may be required by the Central Bank relating to the employment of all persons engaged in the provision of the Services, and shall warrant the accuracy of this information to the Central Bank. Where such information has been furnished to the Central Bank, the Contractor shall provide to the Central Bank, within 10 Working Days of any amendment to such information, or the discovery of new information, the updated or new information.

4.11 The Contractor agrees that the Central Bank may furnish such information to third party tenderers for the purpose of appointing a replacement contractor to provide the Services or any element of the Services, or similar services pursuant to any public procurement competition. The Contractor shall ensure that, prior to such disclosure, it has complied, and has procured compliance by any sub-contractor or agent, with Data Protection Law, including ensuring that it, any sub-contractor or agent, satisfy a legal basis for processing (including disclosing) such data under Data Protection Law.

4.12 Where the supply of the Services will involve the provision to the Central Bank of Agency Workers (within the meaning of the Protection of Employees (Temporary Agency Work) Act 2012 as amended (the "**2012 Act**")), the Contractor confirms that it has considered its obligations under the 2012 Act when pricing its tender for the Services, and agrees that the Central Bank 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 supply of the Services.

4.13 The Contractor acknowledges the security of the State and its information is of paramount importance to the Central Bank. Accordingly:

4.13.1 the Contractor confirms that

(a) it will, upon request from the Central Bank from time to time submit to the Central Bank full personal details of all persons engaged in the provision of the Services, together with any other persons whom the Central Bank (acting reasonably) considers necessary (including those of any applicable employees, agents, sub-contractors or advisors) from time to time; and

(b) it will ensure that any contracts it enters into with such agents, sub-contractors or advisors with regards to the provision of the Services contain rights for it to obtain such personal details from such persons for transmission to the Central Bank in accordance with this clause 4.13 and that it will make such persons aware of the Central Bank's powers in this clause 4.13.

4.13.2 The Contractor further acknowledges vetting checks may be carried out in relation to all such persons by police or other authorities ("**Official Checks**") and the Contractor shall comply with all reasonable directions of the Central Bank arising therefrom.

4.13.3 The Contractor shall, when submitting to the Central Bank the information referred to in this clause 4.13, comply fully with all applicable Data Protection Law. The Contractor agrees the Central Bank is entitled to process any such information for the purposes disclosed in this clause 4.13.

5 Tax Clearance

5.1 At all times during the Term and until final payment has been made under this Agreement, the Contractor shall, and shall ensure that any sub-contractor shall, continue to hold a valid tax clearance certificate issued by the Revenue Commissioners.

5.2 The Contractor hereby agrees to supply its Tax Clearance Access Number and Tax Reference Number to the Central Bank on request facilitate online verification of their tax status by the Central Bank. By supplying these numbers the Contractor agrees that the Central Bank has the permission of the Contractor to verify its tax-cleared position online.

5.3 It is a precondition to entering into this Agreement that the Central Bank is satisfied with the Contractor's tax status.

6 Conflicts of Interest, Registrable Interest and Corrupt Gifts

6.1 The Contractor confirms it has undertaken conflict of interest inquiries and is satisfied that no conflict of interest or potential conflict of interest (in each case perceived or actual) exists in relation to the provision of the Services and its obligations under this Agreement on the part of the Contractor, any sub-contractor, or any individual employee(s) or agent(s) of the Contractor or any sub-contractor(s). The Contractor undertakes to advise the Central Bank immediately should any such conflict of interest or potential conflict of interest come to its attention during the currency of this Agreement.

6.2 The Contractor expressly agrees and warrants that for the duration of this Agreement it shall use reasonable endeavours to avoid any conflict of interest with the Central Bank and that neither the Contractor nor any of its personnel shall, unless otherwise agreed in advance with the Central Bank, provide any advice to any person other than the Central Bank in connection with the Services.

6.3 The Contractor shall ensure its personnel act in accordance with this clause 6 as if they were a party to this Agreement.

6.4 The Contractor agrees to comply with the Central Bank's directions in relation to any conflict of interest or potential conflict of interest, which the Contractor acknowledges may include terminating this Agreement.

6.5 The Contractor indemnifies, and shall keep indemnified and hold the Central Bank harmless on demand for any Loss, whether direct or consequential, in the event that the Central Bank terminates this Agreement due to a conflict, or potential conflict, of interest which:

6.5.1 the Contractor was, or ought to have been, aware of prior to the Effective Date, and which was not disclosed by the Contractor to the Central Bank before this Agreement was entered into; and/or

6.5.2 arose after the Effective Date and which the Contractor was, or ought to have been, aware of, and which the Contractor did not disclose to the Central Bank in breach of clause 6.1.

6.6 Any registrable interest involving the Contractor or any sub-contractor (or any individual employee(s) or agent(s) of the Contractor or any sub-contractor) and the Central Bank, or employees and officers or representatives of the Central Bank and their relatives must be fully disclosed to the Central Bank immediately upon such information becoming known to the Contractor and the Contractor shall comply, to the satisfaction of the Central Bank, with any directions the Central Bank gives in relation to it. The terms "registrable interest" and "relative" shall be interpreted as set out in section 2 of the Ethics in Public Office Acts 1995 and 2001.

6.7 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 Agreement (or any other contract with a public body). Any breach of this clause 6.7, or the commission of any act by the Contractor (and/or any sub-contractor and/or its or their employees or agents) which would constitute a breach of the Criminal Justice (Corruption Offences) Act 2018 or the Regulation of Lobbying Act 2015 shall entitle the Central Bank to terminate this Agreement immediately. The Contractor indemnifies and shall keep indemnified and hold the Central Bank harmless on demand for any Loss, whether direct or consequential, in the event that the Central Bank terminates this Agreement due to a breach of this clause 6.7.

7. **Charges and Terms of Payment**

7.1 The Charges payable by the Central Bank hereunder are set out in Schedule 2. The Charges as set out are

7.1.1 exclusive of Value Added Tax ("**VAT**") or any other applicable sales taxes;

7.1.2 not dependent on any assumptions or qualifications; and

7.1.3 deemed to include all import and customs duties, tariffs, levies, and like imposts and surcharges.

7.2 Subject to the provisions of this clause 7, the Central Bank shall discharge the Charges to the Contractor (plus any applicable VAT which shall be due at the rate applicable on the date of the VAT invoice and which shall be itemised separately in any invoices provided by the Contractor to the Central Bank).

7.3 Discharge of the Charges is subject to:

7.3.1 the Central Bank being satisfied with the Contractor's compliance with the provisions of this Agreement;

7.3.2 the furnishing by the Contractor of a valid invoice in the form required by the Central Bank and such supporting documentation as may be required by the Central Bank from time to time;

7.3.3 invoices being submitted to the Central Bank Representative;

7.3.4 the furnishing by the Contractor of its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of the tax status of the Contractor, and to the Contractor having tax-cleared status. By supplying these numbers the Contractor agrees that the Central Bank has the permission of the Contractor to verify its tax cleared position online;

7.3.5 the Contractor resolving any queries on the invoice to the satisfaction of the Central Bank (the Central Bank will raise such queries within 14 days of receipt of the invoice from the Contractor);

7.3.6 the retention by the Central Bank in accordance with Section 523 of the Taxes Consolidation Act 1997 of any withholding taxes; and

7.3.7 any rights reserved by the Central Bank under any other provision of this Agreement.

7.4 Without prejudice to the generality of clause 29.1.9(b), at all times during the Term, the Contractor shall comply with all applicable EU and Irish taxation law and requirements. Without prejudice to clause 7.3.6, any and all taxes or duties payable to the Revenue Commissioners and arising under this Agreement are the sole responsibility of the Contractor.

7.5 The provisions of the Prompt Payments of Accounts Act 1997, together with 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.

7.6 The Contractor shall not be entitled to retain or set-off any amount due to the Contractor by the Central Bank against any amounts due to the Central Bank by the Contractor. The Central Bank is entitled to set-off any amount due to the Central Bank by the Contractor against amounts otherwise due to the Contractor by the Central Bank under this Agreement.

7.7 The Central Bank shall be entitled to make deductions from the payment of any monies under this Agreement where it is required by Law or where it is otherwise entitled to make such deductions.

7.8 Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be recoverable by the Party who made the overpayment from the Party in receipt of the overpayment. Where the Central Bank has made the overpayment, the Contractor shall reimburse to the Central Bank the amount overpaid within 40 days of a request by the Central Bank to do so. Without prejudice to the generality of clause 7.7, the Central Bank may deduct the relevant amount from any remaining Charges if the Contractor fails to make the repayment within the prescribed period. This clause 7.8 is without prejudice to any of the Central Bank's rights under Law.

7.9 Notwithstanding any other provisions of this Agreement, the Contractor agrees that Brexit shall not give rise to any entitlement whatsoever on the part of the Contractor to vary the Charges (including where such departure gives rise to the imposition of any of the items listed in clause 7.1.3 above in respect of any of the Services or deliverables to be provided under this Agreement or compliance by the Contractor with its obligations under this Agreement).

7.10 The Contractor agrees the Central Bank may publish, from time to time as it so requires, data on spend under this Agreement, which may disclose the amount of the Charges paid to the Contractor.

8. **Audit**

8.1 Without prejudice to clause 12.2.11, the Central Bank may, at reasonable times, and on reasonable notice to the Contractor, during the currency of this Agreement carry out inspections or conduct audits of the Contractor, or any of its sub-contractors or agents, for the following purposes:

8.1.1 to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this Agreement);

8.1.2 to review the integrity, confidentiality and security of any Central Bank Data;

8.1.3 to review the Contractor's compliance with its obligations under this Agreement, including its compliance with Data Protection Law and any other Law applicable to the discharge of obligations under this Agreement;

8.1.4 to review any records created in connection with its obligations under this Agreement;

8.1.5 to review any books of account kept by the Contractor in connection with its obligations under this Agreement;

8.1.6 to monitor the Contractor's (and its sub-contractors' and agents') performance of the Services; and

8.1.7 to verify the accuracy and completeness of any information delivered under or required by this Agreement.

8.2 The Central Bank shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

8.3 The Contractor shall on demand provide the Central Bank with, and shall procure that any sub-contractors or agents provide the Central Bank with, all reasonable co-operation and assistance in relation to each audit, including:

8.3.1 all information requested by the Central Bank within the scope of the audit in a timely manner;

8.3.2 without prejudice to the generality of clause 8.3, reasonable access to any premises from which the Services are provided or which are used in the discharge of obligations under this Agreement or from which the Contractor or its sub-contractors or agents manage, organise or otherwise direct the provision or the use of the Services; and

8.3.3 access to the Contractor's, and its sub-contractors, employees, agents and authorised representatives.

8.4 The Contractor shall comply with, and shall procure that its sub-contractors and agents comply with, all reasonable directions of the Central Bank arising from the audit.

8.5 The Parties agree they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 8, unless the audit identifies a material breach of the provisions of this Agreement by the Contractor (or any sub-contractor or agent), in which case the Contractor shall reimburse the Central Bank for all of the Central Bank's reasonable costs and expenses incurred in the course of that part of the audit that is required to investigate the material breach.

9. **Access to Premises**

9.1 Save as the Central Bank may otherwise direct, the Contractor is deemed to have inspected the Central Bank's premises, lands and facilities before entering into this Agreement and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement.

9.2 Where any of the Central Bank premises are made available from time to time to the Contractor by the Central Bank in connection with this Agreement, such access shall be on the basis of a non-exclusive licence 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 them upon expiry, completion or termination of this Agreement.

10. **Intellectual Property Rights (IPR)**

10.1 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 the Contractor or the Central Bank independently of this Agreement, and any IPR in the Contractor's standard hardware and software products or modifications or updates to such products.

10.2 All Pre-existing IPR of the Central Bank (including, for the avoidance of doubt, the Central Bank Data) vests in the Central Bank and all Pre-existing IPR of the Contractor vests in the Contractor.

10.3 Unless otherwise agreed in writing between the Parties, all IPR, title and interest in all reports, data manuals and/or other materials (including all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams, designs, plans) specifically created by the Contractor (or its sub-contractors and agents) for the purposes of this Agreement (the "**Materials**") (or any part or parts thereof) shall vest in the Central Bank and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns, and shall procure such assignment by its sub-contractors and agents, to the Central Bank absolutely, including by way of current assignment of future rights, all IPR, title and interest in the Materials to the extent any such IPR, title or interest in the Materials may be deemed by Law to be held by the Contractor, its sub-contractors and agents.

10.4 The Contractor undertakes, and shall procure that its sub-contractors and agents undertake, not to register nor attempt to register any IPR in the Materials unless requested to do so by the Central Bank and to do all acts necessary to confirm that absolute title in all IPR in the Materials has passed, or will pass, to the Central Bank.

10.5 With the exception of the Materials, the IPR which vests in the Central Bank pursuant to clause 10.3 above, the Contractor hereby grants to the Central Bank a perpetual, irrevocable, royalty free, non-exclusive licence to use any deliverables provided to the

Central Bank under this Agreement (including the right for the Central Bank's employees, agents or sub-contractors to use such deliverables) to the extent necessary to enable the Central Bank to avail of the Services.

10.6 The Central Bank grants to the Contractor a royalty-free non-exclusive licence to use the Central Bank's Pre-existing IPR and the Materials for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement.

10.7 The Contractor shall waive or procure a waiver of any moral rights subsisting in any copyright arising in the Materials.

10.8 Nothing in this Agreement shall:

10.8.1 prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto; or

10.8.2 preclude the Contractor from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services, nor from using in the course of its normal business 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, to the extent that this does not result in a disclosure of the Central Bank's Confidential Information or an infringement of IPR.

10.9 The Contractor is responsible for ensuring 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 ensuring the Central Bank shall be vested with all necessary rights so as to enable the Central Bank to enjoy the benefit of the Services for its business purposes).

10.10 Third Party Rights

10.10.1 The Contractor indemnifies the Central Bank and shall keep indemnified and hold the Central Bank harmless on demand from and in respect of all and any Loss which arises by reason of any claims that the Materials or the supply of the Services breach the IPR of any third parties.

10.10.2 At the option of the Central Bank for and in respect of any such breach, the Contractor shall at its own expense and option:

(a) procure the necessary rights for the Central Bank to continue use of the relevant deliverable;

(b) replace the relevant deliverable with a non-infringing equivalent;

(c) replace the relevant deliverable to make it non-infringing while giving equivalent performance or

(d) if the Contractor cannot obtain the remedies in (a), (b) or (c) above, then without prejudice to any other rights or remedies to which the Central Bank may be entitled, the Contractor may direct the return of the deliverable and refund the Central Bank fees paid for such, less a reasonable amount for the Central Bank's use of the deliverable up to the time of return (provided such reasonable amount is due to the owner of the said deliverable) and, without prejudice to the generality of clause 10.10.1, shall pay the Central Bank a sum equal to all direct Losses accruing to the Central Bank as a result of the breach.

10.11 The provisions of this clause 10 will survive the expiration or termination of this Agreement for any reason.

11. **Confidentiality**

11.1 Each party (the "**Receiving Party**") recognises that under or in connection with this Agreement it may receive or become apprised of information belonging or relating to the other party (the "**Disclosing Party**") including information concerning business and marketing plans, end users, customers, suppliers, terms of business, services, Intellectual Property Rights (owned or licensed), financial results, contractual arrangements or other dealings, transactions and affairs, reports and/or recommendations. All such information in any form (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise, including data in digital form whether legible or not, including any copy or copies, and whether or not designated as confidential), shall constitute "**Confidential Information**" for the purposes of this Agreement.

11.2 The Receiving Party agrees:

11.2.1 only to use the other party's Confidential Information for the purposes of performing its obligations under this Agreement or (in the case of the Central Bank) for the purpose of availing of or receiving the benefit of the Services pursuant to this Agreement or for the purpose of enforcing its rights pursuant to or defending a claim in respect of this Agreement (the "**Permitted Purposes**"); and

11.2.2 subject to clause 11.4, not to divulge the Disclosing Party's Confidential Information to any third party except to the extent reasonably necessary for the Permitted Purposes,

unless, in either case, the Disclosing Party has given its prior written consent to such other uses or disclosures.

11.3 The provisions of clause 11.2 shall not apply to:

11.3.1 any information in the public domain otherwise than by breach of this Agreement;

11.3.2 information in the possession of the Receiving Party before disclosure as aforesaid;

11.3.3 information obtained from a third party who is free to divulge the same; or

11.3.4 information which is properly disclosed pursuant to a Legal Requirement (including, without limitation, under the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment Regulations 2007 to 2018)), the order of a court of competent jurisdiction or that of a competent regulatory authority provided that the Receiving Party gives the Disclosing Party prior written notice of such disclosure provided such notice is not prohibited by Law or the terms of the relevant order.

11.4 The Receiving Party may disclose the Disclosing Party's Confidential Information to any of its directors, officers, employees, agents, service providers and professional advisors (and, where relevant, to its parent or group company directors or officers) (each a "**Recipient**") to the extent that disclosure is reasonably necessary for the purposes of this Agreement. The Receiving Party shall ensure that each Recipient is made aware of and agrees to comply with the Receiving Party's confidentiality obligations under this Agreement as if the Recipient was a party to this Agreement. Notwithstanding the foregoing, the Receiving Party shall be liable for any breach by a Recipient of the confidentiality obligations set out in this Agreement as if the breach had been committed by the Receiving Party itself.

11.5 The Contractor undertakes:

11.5.1 to comply with all directions of the Central Bank with regard to the use and application of all and any Confidential Information of the Central Bank;

11.5.2 upon request, for whatever reason, to furnish to the Central Bank or to destroy in a secure manner all Confidential Information of the Central Bank in its possession (or such part or parts thereof as may be identified by the Central Bank) and to erase any Confidential Information of the Central Bank held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Central Bank so request in writing.

11.6 The Contractor shall, in the performance of this Agreement, access only such hardware, software, infrastructure, or any part of the databases, data, ICT system(s) or premises of the Central Bank as may be necessary for the purposes of this Agreement (and obligations thereunder or arising therefrom) and only as directed by the Central Bank and in the manner agreed in writing between the Parties.

11.7 The Contractor acknowledges it shall not obtain any proprietary interest or any other interest whatsoever in Confidential Information furnished to it by the Central Bank.

11.8 Section 33AK

11.8.1 The Contractor acknowledges that, in accordance with Section 33AL of the Central Bank Act 1942, it has been informed by the Central Bank of the obligation imposed on it by Section 33AK of the Central Bank Act 1942 and the criminal offences that arise as a result of breach of Section 33AK. The Contractor undertakes to notify each employee, agent, sub-contractor and advisor who is engaged by it in the provision of Services of their obligation under Section 33AK of the Central Bank Act 1942;

11.8.2 The Contractor shall explain fully to each of its employees, agents, sub-contractors or advisors the nature and seriousness of the obligations imposed by the said Section 33AK and the nature and seriousness of a breach of Section 33AK;

11.8.3 The Contractor shall, if so required by the Central Bank, provide immediately to the Central Bank an ongoing Section 33AK undertaking executed by itself and each of the employees, agents, sub-contractors (including their employees) or advisors who may provide Services or who are involved in the discharge of obligations under this Agreement.

11.9 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 express written consent of the Central Bank.

11.10 The provisions of this clause 11 shall survive expiry, completion or termination of this Agreement for whatever reason.

12. **Data Protection**

12.1 The Contractor shall, in providing the Services, comply with Data Protection Law. The terms “personal data”, “process” or “processing”, “processor” and/or “controller” used in this clause 12 shall bear the meanings attributed to such terms under Data Protection Law.

12.2 If the Contractor processes any personal data on the Central Bank’s behalf when performing its obligations under this Agreement, the Contractor acknowledges the Central Bank is the controller and the Contractor is the processor in respect of such personal data and that details of the subject matter, nature and purpose of the processing, the categories of data subjects and the types of personal data are set out in Schedule 1. The Contractor shall comply with relevant data processing requirements including the following:

12.2.1 the Contractor processes such personal data on behalf of the Central Bank in the context of providing the Services, for the Term. The obligations and rights of the Central Bank, as controller, shall be as set out in this Agreement;

12.2.2 the Contractor shall only process such personal data in accordance with the documented instructions of the Central Bank and solely as strictly necessary for the performance of its obligations under this Agreement;

12.2.3 the Contractor shall ensure the persons authorised by the Contractor to process such personal data are bound by appropriate confidentiality obligations;

12.2.4 the Contractor shall implement such technical and organisational security measures as are required to comply with the data security obligations under Data Protection Law and to protect personal data from unauthorised access, or unauthorised alteration, disclosure or destruction, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing including accidental loss or destruction of or damage to any personal data. The Contractor undertakes to inform its employees of their duty to comply with relevant security measures. Without prejudice to the generality of the foregoing, the Contractor shall not store personal data on unencrypted or inadequately encrypted storage devices;

12.2.5 the Contractor shall not engage or replace any sub-processor without the prior written consent of the Central Bank;

12.2.6 subject to clause 12.2.5 and clause 14, where any sub-contractor of the Contractor will be processing such personal data on behalf of the Central Bank, the Contractor shall ensure a written contract exists between the Contractor and such sub-processor containing clauses equivalent to those imposed on the Contractor in this clause 12.2. In the event that any sub-processor fails to meet its data protection obligations, the Contractor shall remain fully liable to the Central Bank for the performance of the sub-processor's obligations. The Contractor shall inform the Central Bank in writing of any changes in the terms of arrangement between the Contractor and the sub- processor;

12.2.7 the Contractor shall inform the Central Bank immediately in the event of receiving a request from a data subject to exercise their rights under Data Protection Law and shall provide such co-operation and assistance as may be required to enable the Central Bank to deal with such request in accordance with the provisions of Data Protection Law;

12.2.8 the Contractor shall assist the Central Bank by implementing appropriate technical and organisational measures to allow the Central Bank to comply with requests from data subjects to exercise their rights under Data Protection Law;

12.2.9 the Contractor shall assist the Central Bank in ensuring compliance with its obligations in respect of security of personal data, data protection impact assessments and prior consultation requirements under Data Protection Law;

12.2.10 the Contractor shall not retain personal data for longer than is necessary for the purposes of this Agreement. In circumstances where the Central Bank is the controller of such personal data, the Contractor shall:

(a) at the sole option of the Central Bank, delete or return all such personal data to the Central Bank when the Contractor ceases to provide services relating to data processing; and

(b) delete all existing copies of such personal data unless EU law or the laws of an EU Member State specifically require storage of the personal data

12.2.11 the Contractor shall:

(a) assist the Central Bank in recording and documenting all applicable compliance issues and further provide any documentation or evidence necessary in relation to any compliance matters applicable under Data Protection Law;

(b) immediately upon demand from the Central Bank make available to the Central Bank all information necessary to demonstrate compliance with the obligations laid down in this clause 12.2; and

(c) allow for and assist with audits, including inspections, conducted by the Central Bank or another auditor mandated by the Central Bank, in order to ensure compliance with the obligations laid down in this clause 12.2, including its data security obligations under Data Protection Law provided however that the Central Bank shall be entitled, at its discretion, to accept adherence by the Contractor to an approved code of conduct or an approved certification mechanism to aid demonstration by the Contractor that it is compliant with the provisions of this clause 12.2;

12.2.12 the Contractor shall inform the Central Bank immediately if, in its opinion, it receives an instruction from the Central Bank which infringes Data Protection Law.

12.2.13 the Contractor shall notify the Central Bank without undue delay, and in any event within forty-eight (48) hours, after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed and provide the Central Bank with such co-operation and assistance as may be required to mitigate against the effects of, and comply with any reporting obligations which may apply in respect of, any such breach; and

12.2.14 no personal data in respect of which the Central Bank is a controller shall be transferred outside of the European Union by the Contractor or any of its agents or sub-processors (or made available in a format in which it could be accessed or downloaded by persons outside the European Union) without the prior written consent of the Central Bank which consent may be subject to terms and conditions (including, without limitation, that the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding sub-processors contained in such model contracts in respect of any sub-processors). The Contractor shall comply with the requirements of Data Protection Law in respect of transfers of such personal data outside of the European Union, to the extent the Central Bank consents to any such transfer.

12.3 In the event that transfers of personal data outside of the European Union have been permitted by the Central Bank under clause 12.2.14 and the mechanism that is used to facilitate those transfers under Data Protection Law is declared invalid by any relevant authority or court or prohibited by an administrative or legislative act, the Contractor shall cease such transfers and shall work with the Central Bank to put in place an alternative mechanism which complies with Data Protection Law.

12.4 In the event that the country in which the Contractor is established ceases to be a member of the European Union during the term of this Agreement, the Parties shall negotiate in good faith to put in place measures that ensure the Contractor can continue to provide the Services in compliance with Data Protection Law.

12.5 The Contractor confirms to the Central Bank that any personal data relating to the Contractor's personnel which is provided from time to time to the Central Bank (or which the Central Bank otherwise obtains from the Contractor in the course of receiving the Services) is provided/obtained in full compliance with Data Protection Law and that the Central Bank is entitled to process such personal data for personnel, management and administration purposes.

12.6 The Contractor indemnifies the Central Bank and shall keep indemnified and hold the Central Bank harmless on demand from and in respect of all and any Loss which arises by reason of any breach by the Contractor of this Clause 12.

12.7 The terms of this clause 12 will survive expiry, completion or termination of this Agreement, for whatever reason.

13. **Freedom of Information**

13.1 The Central Bank is or may be or may become subject to legislation on access to information, including the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018.

The Contractor should therefore consider whether any information it provides to the Central Bank pursuant to this Agreement is commercially sensitive and/or confidential and advise the Central Bank accordingly, clearly explaining why it considers the information is commercially sensitive and/or confidential. The Central Bank will take this into account when considering any requests for access to such information under access to information legislation and may consult with the Contractor regarding its release where required by legislation to do so (although the information may still be released). Where the Contractor does not identify information as confidential or commercially sensitive, it is liable to be released in response to an access to information request without further notice to or consultation with the Contractor. The requirements of the relevant access to information legislation will, in all circumstances, take priority over any requirements of the Contractor.

13.2 The Contractor acknowledges it is aware of Section 11(9) of the Freedom of Information Act 2014 by which it is under an obligation to furnish to the Central Bank, at the Central Bank's request, any record in the possession of the Contractor insofar as the record relates to the provision of the Services by the Contractor to the Central Bank. The Contractor further agrees that such record shall be retained by the Central Bank for such period as is reasonable in the particular circumstances.

14. **Assignment and Sub–Contracting**

14.1 The Contractor shall not be entitled to assign, transfer or novate this Agreement or any rights or obligations under this Agreement without the prior specific written consent of the Central Bank. The Central Bank shall be entitled to assign, transfer or novate any of its rights and/or obligations under this Agreement in whole or in part. Any attempted assignment, transfer or novation by the Contractor in breach of this clause 14 shall be null and void.

14.2 The Contractor covenants and agrees that where the Central Bank consents to an assignment, transfer or novation of any of its duties or obligations under this Agreement the Contractor shall implement all measures required or advisable to cause the person, firm, or partnership to whom it has assigned, transferred or novated such duties or obligations to fully and personally observe and comply with the provisions of this Agreement as if such person, firm, or partnership had been a party hereto.

14.3 The Contractor shall not be entitled to sub-contract performance of the Services in whole or part without the prior specific written consent of the Central Bank. The Contractor shall require any such sub-contractor to exercise due care, skill and diligence in the provision of Services and generally in the carrying out of the obligations allocated by the Contractor to it, and to comply in all respects with the relevant provisions of this Agreement and with all applicable Law, including Data Protection Law. The Central Bank reserves the right to approve the form of any proposed sub-contract before consent is given. Where the Central Bank consents to any sub-contracting of performance of this Agreement, such consent may be conditional upon the Contractor supplying the Central Bank with a validly executed collateral warranty from the sub-contractor in a form acceptable to the Central Bank.

14.4 The Contractor shall ensure that any sub-contractors shall, at all times, comply with the Central Bank's policies, as published on the Central Bank website at the following link: **Contractor Policy Pack.**

14.5 Not used.

14.6 For the avoidance of doubt, the Contractor agrees it will retain full responsibility for the provision of the Services, notwithstanding any sub-contracting of its obligations, and shall be responsible for the acts and omissions of any sub-contractors as if they were its own.

15. **Force Majeure**

15.1 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 15.2 below) which has the effect of delaying, interrupting or preventing that Party from complying with its obligations under this Agreement comprising of acts of God, war, out-break of disease, pandemic, 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 for whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or sub-contractor or agent) places of business.

15.2 In the event of any delay, interruption or prevention 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:

15.2.1 the nature of the Force Majeure Event;
15.2.2 the anticipated delay in the performance of obligations;
15.2.3 the action proposed to minimise the impact of the Force Majeure;

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 Force Majeure Event and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

15.3 If the Force Majeure Event continues for 14 days either Party may terminate this Agreement upon the serving of 14 days' notice in writing to the other Party.

15.4 In any Force Majeure event, the Central Bank shall be relieved from any obligation to make payments under this Agreement save to the extent payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the provisions of this Agreement.

15.5 For the avoidance of doubt, any acts or omissions of the Contractor (or any sub-contractor, agent or employee of the Contractor) arising out of the occurrence of Brexit shall not constitute a Force Majeure Event.

16. **Indemnity and Liability**

16.1 The Contractor shall indemnify and keep indemnified and hold harmless the Central Bank, its directors, employees, agents and representatives against any Loss suffered by the Central Bank due to and arising directly as a result of any negligence, breach of duty (including statutory duty), act or omission (which includes any reckless or deliberately wrongful act or omission or any breach, howsoever fundamental, of any of the express or implied terms of this Agreement), bad faith, wilful default or fraud on the part of the Contractor, its sub-contractors, or its or their employees, servants or agents. The Central Bank acknowledges its common law duty to mitigate any loss or damage suffered.

16.2 The Central Bank shall not have any liability to the Contractor for any Loss (whether direct, indirect or consequential) that may be suffered by the Contractor in connection with this Agreement or as a result of any act or omission by the Central Bank with respect to this Agreement.

16.3 Save in respect of fraud (including fraudulent misrepresentation), wilful default, personal injury or death or any other liability which cannot by Legal Requirement be limited or excluded or relating to IPR, the Contractor's aggregate liability whether in contract, tort (including negligence) or otherwise, arising out of or in connection with this Agreement, shall in no case exceed the greater of 200% of sums paid and payable by the Central Bank under this Agreement.

16.4 Save in respect of fraud (including fraudulent misrepresentation), wilful default, personal injury or death or any other liability which cannot by Legal Requirement be limited or excluded, 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.

16.5 Without prejudice to the generality of clause 16.1, should the Central Bank find itself obliged to order Services from another provider in consequence of the failure of the Contractor to deliver Services, the Central Bank shall be entitled to recover from the Contractor any difference in price between the Charges and any price paid to such other service provider(s) for the Services.

16.6 The terms of this clause 16 shall survive expiry or termination of this Agreement for any reason.

17. Insurance

17.1 The Contractor undertakes to take out and to maintain throughout the Term and, in the case of the professional indemnity insurance, for a period of six (6) years thereafter, the insurances set out in Schedule 1.[1]

17.2 The Contractor will at the request of the Central Bank furnish reasonable evidence of the policies referred to in this clause being in place and of their renewal (which may include proof of current premiums paid, valid certificates of insurance, and/or confirmations from the Contractor's insurance broker). The Contractor shall advise the Central Bank immediately in the event that the above insurances cease to be available or upon any material change to the insurances and shall comply with all reasonable directions of the Central Bank arising therefrom.

17.3 If the Contractor does not on request furnish reasonable evidence that the above policies are in place, the Central Bank may take out the required insurance and recover the cost of doing so from the Contractor.

17.4 The Contractor shall be liable to pay the full amount of any deductibles or excess amounts payable under the insurances referred to in this clause in the event of a claim.

18. Retention[2]

18.1 If a Retention Cap is identified in Schedule 1, then if, for any reason, the Central Bank is dissatisfied with the performance of the Contractor, an appropriate sum may be withheld from any payment otherwise due (the "**Retention Amount**"), which shall not at any given time exceed the Retention Cap. In such event the Central Bank 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 to the Contractor upon replacement and/or remedy of the said Services as identified by the Central Bank or resolution of outstanding queries. The Central Bank shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause shall be without prejudice to and not be in substitution for any remedy of the Central Bank under this Agreement.

19. Not Used.

20. Equipment

[1] Note to tenderers: Schedule 1 will set out any specific requirements in terms of insurance types, levels, indemnity to principals clauses/noting the Central Bank's interest on the policy, etc.
[2] Note to tenderers: if retention applies, details will be set out in Schedule 1.

20.1 The Contractor shall provide all equipment and materials including packaging ("**Equipment**") necessary for the supply of the Services, save as otherwise expressly agreed with the Central Bank.

20.2 All Equipment brought onto the Central Bank's premises shall be at the Contractor's own risk and the Central Bank shall have no liability for any loss of or damage to any Equipment. The Contractor shall provide for the insurance of the haulage or carriage thereof to the Central Bank's premises and the removal of Equipment when no longer required at its own cost and expense. Unless otherwise agreed in writing, Equipment brought onto the Central Bank's premises will remain the property of the Contractor.

20.3 The Contractor shall maintain and store all items of Equipment within the Central Bank's premises in a safe, serviceable and clean condition.

20.4 The Contractor shall, at the Central Bank's written request, at its own cost and expense and as soon as reasonably practicable:

20.4.1 remove from the Central Bank's premises any Equipment which in the reasonable opinion of the Central Bank is either hazardous, surplus, noxious or not in accordance with this Agreement; and

20.4.2 replace such item with a suitable substitute item of Equipment.

20.5 On completion of the Services, the Contractor shall remove the Equipment used to supply the Services and shall leave the Central Bank's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Central Bank'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 sub-contractors.

21. **Change Control**

21.1 The Parties agree any request for change to the Services (which may, for the avoidance of doubt, be an addition to or omission from the scope, or a change in the manner in which the Services are delivered) will be processed according to the following procedure:

21.1.1 The Party proposing the change must submit details of the proposed change (the "**Change**") in writing to the nominated representative of the other Party, in sufficient detail to allow the other Party to comply with its obligations under clause 21.1.2 below.

21.1.2 Subject to clause 21.1.3, the Party to whom the Change has been sent must respond as soon as practicable (and in any event not more than five (5) Working Days after receipt of the details referred to in clause 21.1.1, unless otherwise agreed by the other Party), setting out its written estimate of the impact of the Change ("**Impact Assessment**") in the form set out in Schedule 3 for review by the other Party, including the following matters:

(a) the impact of the Change on the Services and, if the party proposing the Change is the Central Bank, the impact of the Change on the provision of any services being delivered by any other service providers to the Central Bank (insofar as the Contractor can determine);
(b) the likely time required to implement the Change and any impact on any agreed programme or milestones for the delivery of the Services;
(c) any cost implications whatsoever of the Change to the other Party, including any impact of the Change on the Charges;
(d) any impact of the Change on resourcing and on the technical skills or training of staff;
(e) any additional changes which would be required to implement the Change;
(f) whether the Party would require relief from compliance with any of its obligations under this Agreement (including any Service Level Agreement or key performance indicators) during the implementation of the Change;
(g) any additional approvals or consents which would be required to implement the Change; and
(h) any other impact of the Change on this Agreement.

21.1.3 Where the Party proposing the Change is the Contractor, the Central Bank may at its discretion reject the proposed Change without engaging in the preparation of an Impact Assessment in accordance with clause 21.1.2 and shall not be obliged to give any reasons for the rejection.

21.1.4 Where the Party responding to the Change under clause 21.1.2 is the Contractor, the Contractor shall use reasonable endeavours to

(a) minimise any increase in costs and maximise any reduction in costs; and

(b) minimise any increase in time taken to deliver the Service and maximize any reduction in time taken to deliver the Service

arising from the Change.

21.1.5 As soon as practicable after the Party proposing the Change receives the Impact Assessment, the Parties shall discuss and, where necessary, resolve any issues set out in the Impact Assessment. Where the Party proposing the Change is the Central Bank, the Contractor shall provide evidence upon request that it has complied with clause 21.1.4. As part of such discussions, the Party proposing the Change may iteratively modify the Change and submit revised details to the other Party, following which the other Party shall provide an updated Impact Assessment within a time to be agreed between the Parties, highlighting the changes to the Impact Assessment arising from the modifications to the Change. Where the Party proposing the Change reasonably requests, the other Party shall provide such additional information as the Party proposing the Change requires to fully evaluate the impact of the Change. Both Parties shall conduct discussions regarding any proposed Change in good faith.

21.1.6 Without prejudice to clause 21.1.3, once the Impact Assessment has been finalized following the process set out in clause 21.1.5, as soon as practicable thereafter (and in any event within 20 Working Days) the Party proposing the Change must either

(a) confirm in writing that it wishes to proceed with the Change on the basis of the finalised Impact Assessment; or

(b) withdraw the Change.

21.1.7 If the Party proposing the Change confirms it wishes to proceed with the Change in accordance with clause 21.1.6(a), depending on the nature of the Change either

(a) that Party shall arrange for any necessary amendments to be made to this Agreement (including Schedule 1) in writing and authorised representatives of both Parties shall execute the amended Agreement in accordance with the provisions of clause 28; or

(b) authorised representatives of both Parties shall sign the finalized Impact Assessment and the finalized Impact Assessment shall be deemed to form part of this Agreement from the date of signature by both Parties

and the other Party shall proceed to implement the Change as agreed.

21.1.8 A Change has no effect until such time as the provisions of clause 21.1.7 have been complied with and until such time the Parties shall continue to perform their obligations in accordance with the unamended Agreement.

21.1.9 Strict compliance by the Contractor with this clause 21 shall be a condition precedent to any entitlement by the Contractor to any benefit associated with the Change (including any additional payment, any additional time for delivery of the Services, or any relief from its obligations).

21.1.10 Acting reasonably, the Parties may agree a reasonable charge in advance for preparing an Impact Assessment, whether or not the Change is ultimately implemented. If the Party proposing the Change is the Central Bank, and the Change is subsequently withdrawn but compliance by the Contractor with this clause 21 has resulted in a delay in the supply of the Services, then the Contractor will not be considered to be in breach of its obligations under this Agreement by reason only of such delay.

22. **Termination and Suspension**

22.1 The Central Bank may suspend this Agreement, or any part or parts of the Services

22.1.1 where any Necessary Consents are revoked or suspended by any person, from the date of the revocation or suspension; or

22.1.2 otherwise at any time on ten (10) Working Days' notice in writing to the Contractor.

22.2 If the Contractor's performance is suspended under clause 22.1, the Contractor shall promptly recommence the performance of the Services on receipt of written notice from the Central Bank ending the suspension.

22.3 If the Contractor does not receive a notice to recommence under clause 22.2

22.3.1 within thirty (30) days of suspension in the case of a suspension under clause 22.1.1; or
22.3.2 within three (3) months of suspension in the case of a suspension under clause 22.1.2

the Contractor may by written notice to the Central Bank terminate this Agreement.

22.4 In the circumstances set out in the remainder of this clause 22.4, the Central Bank may, without prejudice to any other rights and remedies which it may possess, terminate the engagement of the Contractor under this Agreement. For the circumstances set out at clauses 22.4.1 to 22.4.13 inclusive, the Central Bank may terminate immediately by notice in writing. For the circumstances set out at clause 22.4.14, the Central Bank may terminate on (10) Working Days' notice in writing.

22.4.1 Default

The Contractor has committed a material breach, or a series of breaches which together constitute a material breach, of this Agreement and, in the event of a breach which is capable of being remedied, has failed to remedy the breach to the satisfaction of the Central Bank within 10 Working Days of receipt of notice in writing of such breach from the Central Bank;

For the purposes of this clause 22.4.1 a breach is capable of remedy if time is not of the essence in performance of the obligation and if the Contractor can comply with the obligation within the ten (10) Working Day period (or such other period as the Central Bank may specify).

22.4.2 Insolvency/Cessation of Business

The Contractor becomes insolvent or a receiver, examiner or liquidator is appointed to the whole or any part of the Contractor's assets, or the Contractor is struck off the Register of Companies in the jurisdiction where it was incorporated, or an order is made or a resolution passed for winding up the Contractor (unless such order or resolution is part of a voluntary scheme for the reconstruction or amalgamation of the party as a solvent corporation and the resulting corporation, if a different legal person, undertakes to be bound by this Agreement), or if anything analogous to the foregoing occurs in any applicable jurisdiction, or the Contractor ceases or threatens to cease carrying on business (whether in the circumstances set out in this paragraph 22.4.2 or otherwise);

22.4.3 Fraudulent Act/Criminal Activity/Gross Negligence

The Contractor has committed any fraudulent act or any criminal activity or is guilty, in the opinion of the Central Bank, of gross negligence in the performance of this Agreement.

22.4.4 Unsatisfactory performance

The Central Bank, acting reasonably, is not satisfied with the performance of the Services by the Contractor.

22.4.5 Warranties and Representations Untrue

Any of the Contractor's warranties in clause 29 are untrue, and/or any representation made by the Contractor in connection with this Agreement shall, in the opinion of the Central Bank, prove to be untrue or incorrect in a material respect as of the date made.

22.4.6 Not Used.

22.4.7 Replacement Personnel

The circumstances set out in clause 4.4 arise.

22.4.8 Conflict of Interest, Corrupt Gifts

The circumstances set out in clause 6.4 or 6.7 arise.

22.4.9 Official Checks

The results of any Official Check indicate that any of the personnel whose details have been disclosed under clause 4.13 may pose a risk to the security of the State, the State's information, the Central Bank, or the Central Bank's information.

22.4.10 Confidentiality

The Contractor is in breach of its obligations under clause 11.

22.4.11 Data Protection

The Contractor is in breach of its obligations under clause 12.

22.4.12 Consents

This Agreement has been suspended for more than 30 days due to the revocation or suspension of Necessary Consents.

22.4.13 Liquidated Damages

The circumstances set out in clause 19.2 arise.

22.4.14 At will

The Central Bank may terminate this Agreement at its convenience at any time on (10) Working Days' notice in writing to the Contractor.

22.5 Without prejudice to any other clause of this Agreement, the Contractor waives any rights it may have under this Agreement, under statute, in equity or otherwise at Law to seek compensation for loss of actual or anticipated profits, loss of actual or anticipated savings, loss of business or any special, incidental, indirect or consequential losses resulting from the Central Bank's termination or suspension of this Agreement including, without limitation, pursuant to clauses 22.1 or 22.4.

22.6 If the Contractor comprises a firm or partnership or one or more persons, and if any of the events set out in clause 22.4 occur in respect of any of them, the Central Bank may either

22.6.1 terminate this Agreement with the Contractor or

22.6.2 terminate the obligations under this Agreement of the person concerned and the other persons in the Contractor shall remain liable to perform the Contractor's obligations.

22.7 This Agreement may be terminated by the Contractor where the Central Bank fails to make payment to the Contractor of any non-disputed amount which is properly due and owing to the Contractor in accordance with the terms of this Agreement and this failure is not remedied within 30 days after the receipt by the Central Bank of a formal written demand from the Contractor for payment citing the non-payment and indicating that, unless payment is received, the Contractor intends to terminate this Agreement in accordance with this clause 22.7.

22.8 Consequences of Termination

22.8.1 Notwithstanding the termination of this Agreement for any reason, it shall continue in force to the extent necessary to give effect to those of its provisions, which expressly or by implication have effect after termination;

22.8.2 Each Party's further rights and obligations cease immediately on termination of this Agreement, but termination of this Agreement shall not prejudice any rights of either Party which may have arisen on or before the date of termination;

22.8.3 Where this Agreement is terminated by the Central Bank in accordance with clause 22.4.1 to 22.4.13 the Central Bank shall not be obliged to make any further payment to the Contractor;

22.8.4 If the Contractor has breached this Agreement, the Central Bank may deduct from any amount due or to become due to the Contractor, the Central Bank's reasonable estimate of the additional cost the Central Bank incurs in obtaining the Services because of the breach or any termination under clause 22.4.1 to 22.4.13;

22.8.5 Where this Agreement is terminated by the Central Bank in accordance with clause 22.4.14, the Contractor is entitled to payment in accordance with this Agreement for Services performed before the termination. If the Central Bank has paid any Charges in advance, the Contractor shall repay the portion of those Charges which relate to any period after termination of this Agreement and to the Services being terminated. The Contractor shall not be entitled to any further payment following termination.

22.8.6 As soon as possible following any notice of termination having been served (and in any event within a week after the date of termination unless otherwise agreed with the Central Bank), the Contractor shall, and shall procure that its personnel shall, deliver up to the Central Bank all Materials and all correspondence, documents, memoranda, papers, writing, disks, data and other property of or relating to the Central Bank or otherwise arising in the course of or in connection with the provision of the Services which may be in its possession or under its control. For the avoidance of doubt the Contractor shall have no lien on documents in its possession or under its control for payment due to it by the Central Bank.

22.8.9 The Contractor shall, unless otherwise directed by the Central Bank, continue to provide Services until the termination of this Agreement and shall exit this Agreement in an orderly manner. If the Parties have agreed an exit management plan, the Contractor shall at all times comply with such plan. In the event that (whether pursuant to clause 30 (Step-In) or otherwise) another person is required to take over the provision of the Services following termination or expiry of this Agreement, the Contractor shall, in addition to complying with any exit management plan, co-operate fully with the Central Bank and any such person in the transfer of any Services as may be required by the Central Bank and shall at all times act so as to reduce to a minimum any interruption in the provision of Services.

22.9 The provisions of this clause 22 are and shall be without prejudice to any other rights or remedies which the Central Bank may have.

22.10 The Contractor shall not, and shall procure that its personnel shall not, following the termination of this Agreement for any reason, represent itself as acting on behalf of or being connected with the Central Bank.

23. **Notices**

23.1 Any notice or other communication to be given under this Agreement shall either be delivered personally or sent by registered post or email to the addresses as set out below. The Parties may, from time to time, agree primary and alternative contact persons and details for the purposes of this clause 23:

CENTRAL BANK

FAO: [**insert name**]
Central Bank of Ireland
New Wapping Street
North Wall Quay
Dublin 1
Email: **[insert email address]**

CONTRACTOR	FAO the Contractor's Representative Address and contact details set out in Schedule 1

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

23.2.1 if personally delivered, at the time of delivery;

23.2.2 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

23.2.3 if communicated by email, at the date of sending the email.

24. **Electronic Communication**

24.1 Except where notice is required to be given under this Agreement in some other way, or otherwise expressly agreed, the Parties shall communicate by means of electronic communication, including email and via the internet.

24.2 Both Parties are aware of the inherent risks associated with electronic communication and accept, subject to clause 24.3, that the other Party cannot guarantee the security and integrity (or freedom from computer viruses) of any electronic communications or information sent or received in relation to this Agreement.

24.3 Both Parties shall take all reasonable steps to ensure the security and integrity of electronic communications and information sent or received in relation to this Agreement including (but not limited to) having in place and maintaining appropriate anti-virus software and using only secure internet connections.

25. **Non-Solicitation**

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

26. **Remedies**

26.1 Save 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 and is without prejudice to any other rights under this Agreement or under Law.

26.2 Where the Contractor comprises a firm or partnership or one or more persons

26.2.1 the liability of the proprietors and/or partners and/or such persons shall be joint and several;

26.2.2 any reference to the Contractor in this Agreement shall, unless otherwise required by the context, include a reference to any member of the Contractor.

27. **Severability**

27.1 If at any time any provision of this Agreement (or any part of a provision of this Agreement) is or becomes illegal, invalid or unenforceable in any respect under Law, that shall not affect or impair:

27.1.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement (including the remainder of a provision, where part thereof has become illegal, invalid or unenforceable); or

27.1.2 the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Agreement.

28. **Entire Agreement**

28.1 This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement, 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.

28.2 For the avoidance of doubt, any Contractor pre-printed terms and conditions produced, signed or stamped by either Party and for whatever purpose during the Term are hereby disallowed.

28.3 No amendment of this Agreement shall be effective unless it is in writing and signed on behalf of both Parties by their authorised representatives.

29 **Representations and Warranties**

29.1 The Contractor represents, warrants and undertakes to the Central Bank that:

29.1.1 it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement and the execution, delivery and performance by it of this Agreement has been authorized by all necessary action on its part;

29.1.2 all consents, licences, approvals and authorizations required in connection with the entry into, performance, validity and enforceability of this Agreement have been obtained and are in full force and effect;

29.1.3 each of the obligations of the Contractor under this Agreement constitute legally binding obligations enforceable against the Contractor in accordance with its terms, except as enforcement may be limited by any relevant bankruptcy, insolvency, administration or similar Laws affecting creditors' rights generally;

29.1.4 all information supplied by the Contractor is true and accurate in all respects, save as otherwise disclosed in writing to the Central Bank and acknowledged in writing by the Central Bank;

29.1.5 there are no existing agreements or obligations that would in any manner restrict or prevent the Contractor from entering into this Agreement and/or from performing the Services on the terms and subject to the conditions of this Agreement and otherwise fulfilling all of its covenants and obligations hereunder;

29.1.6 the entry into and performance by the Contractor of this Agreement does not, and will not, violate any Law or Legal Requirement or any regulation applicable to the Contractor, which the Contractor fully understands and is capable of complying with;

29.1.7 it is entering into this Agreement with a full understanding of its provisions and risks and is capable of assuming those risks;

29.1.8 it has the requisite skill, expertise, knowledge and experience to provide the Services;

29.1.9 it shall perform and shall procure that the Services are performed:

(a) in accordance with this Agreement during the Term;
(b) in full compliance with all applicable Laws and Legal Requirements and with good industry practice.
(c) in an efficient, effective and safe manner;
(d) with all due skill, care and diligence;
(e) by appropriately experienced, qualified and trained personnel; and
(f) in such manner as would not be likely to materially detract from the image and reputation of the Central Bank,

at its own cost and risk.

29.2 The representations and warranties of the Contractor in this clause 29 shall survive the expiry, termination or completion of this Agreement.

30. **Step-In**

30.1 If at any time during the Term:

30.1.1 any act, omission or event arises which would entitle the Central Bank to terminate this Agreement for breach by the Contractor;

30.1.2 the Contractor fails, in the reasonable opinion of the Central Bank to provide, or refuses to provide, the Services in accordance with the provisions of this Agreement;

30.1.3 the Contractor fails, in the reasonable opinion of the Central Bank, to take all reasonable steps to enforce its rights against any sub-contractor of the Contractor; or

30.1.4 the relationship between the Contractor and any sub-contractor has, in the reasonable opinion of the Central Bank, irretrievably broken down,

(in each case a "**Step-In Event**") then, without prejudice to any other right or remedy to which the Central Bank may be entitled, the Central Bank may with immediate effect on written notice to the Contractor take such steps as may be necessary to mitigate against the effects of the Step-In Event on the performance of the Services (or engage others to take such steps).

30.2 Without prejudice to the generality of clause 30.1 above, the Central Bank, on the occurrence of a Step-In Event may at its option:

30.2.1 itself provide such part or all of the Services or may employ other contractors to do so; and/or

30.2.2 require the Contractor to assign and/or novate to the Central Bank the benefit of its rights against the relevant sub-contractor, insofar as relevant to the provision of the Services under this Agreement, and to take all such further steps as may be reasonably necessary to ensure that such rights are directly enforceable by the Central Bank against the relevant sub-contractor (the "**Step-In Rights**").

30.3 The Contractor shall give all reasonable assistance to the Central Bank in this regard and shall ensure that its sub-contractors are made aware of and agree to comply with the provisions of this clause 30. Any costs incurred by the Central Bank in exercising the Step-In Rights under this clause 30 shall be for the account of the Contractor.

30.4 The Contractor shall procure that, in the event that the Central Bank exercises its Step-In Rights, the Central Bank (or any other contractor employed by the Central Bank to act on its behalf) shall have the right to access the Contractor's premises and/or facilities, as necessary, and direct the employees, agents and sub-contractors of the Contractor in connection with the provision of the Services.

30.5 The Central Bank shall be entitled, at its discretion, to exercise the Step-In Rights:

30.5.1 in respect of all or any part(s) of the Services (the "**Relevant Services**"); and/or

30.5.2 for the entire duration of the remaining Term, or on a temporary basis for such period of time as the Central Bank may consider, in its absolute discretion, to be reasonably necessary to mitigate against the effects of any Step-In Event on the performance of the Services ("**Temporary Step-In**").

30.6 In the event of a Temporary Step-In, where the Central Bank is reasonably satisfied that the relevant Step-In Event is no longer occurring, the Central Bank shall be entitled on giving not less than ten (10) Working Days' notice (or such other period as the parties may reasonably agree) to step back out of its direct relationship with the relevant third part(y)(ies) and require the Contractor to resume its relationship with the relevant third part(y)(ies), as sub-contractor(s), in respect of the provision of the Relevant Services under this Agreement and/or (as appropriate) notify the Contractor that the Contractor is to resume the provision of the Services transferred to or taken on by either the Central Bank or another person.

30.7 The Contractor shall grant to the Central Bank (and/or shall procure that the Central Bank is granted by the relevant third parties) all rights and licences where necessary to enable the Central Bank to fully exercise its Step-in Rights. For the avoidance of doubt, the Step-In Rights may be exercised by the Central Bank as many times during the Term as the Central Bank may, in its absolute discretion, think fit.

31. Business Continuity and Disaster Recovery

31.1 The Contractor shall implement and maintain, at its own cost, appropriate disaster recovery and business continuity measures in respect of the Services, including the development and implementation of a documented disaster recovery and business continuity plan. In the event of a Disaster, the Contractor shall implement the disaster recovery and business continuity plan.

32. **Waiver**

32.1 A waiver by the Central Bank of any breach of any of the terms of this Agreement or the acquiescence of the Central Bank in any act (whether commission or omission) which but for such acquiescence would be such a breach shall not constitute a general waiver of such term or of any subsequent act contrary thereto. 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.

33. **Counterparts and Electronic Execution**

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

33.2 The Parties agree that either Party may, but shall not be obliged to, execute this Agreement electronically. Transmission of an executed counterpart of this Agreement (but not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

34 Disputes

34.1 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.

34.2 The Dispute shall be referred as soon as practicable to the Contractor Representative and the Central Bank Representative respectively, who shall engage constructively in good faith for the purpose of resolving the Dispute.

34.3 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.

34.4 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 to appoint a mediator.

34.5 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, unless otherwise expressly agreed, make written submissions to the mediator within ten (10) Working Days of their appointment.

34.6 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.

34.7 For the avoidance of any 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.

35. **Governing Law**

35.1 This Agreement shall be governed by and construed in accordance with the Law of Ireland and, subject to clause 34, the Parties submit to the exclusive jurisdiction of the Irish courts for the resolution of disputes arising in respect of or in connection with this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date written above:

SIGNED for and on behalf of the **Central Bank:**	SIGNED for and on behalf of the **Contractor**:[3] [4]
_________________________________	_________________________________ (being a duly authorised officer)
Print name:______________________	Print name:_________________________
Witness:_________________________	**Witness**: ___________________________
Print name: ______________________	Print name:_________________________

[3] Note to Tenderers: if your company constitution (or equivalent) requires a different signature block for documents being signed under hand, please amend as appropriate for valid execution in accordance with your company constitution. The Central Bank reserves the right to seek a legal opinion as to due execution at your expense if it considers it necessary.

[4] Note to Tenderers: if, at the time of execution, either party is not in a position to apply a wet-ink signature to the Agreement, the Central Bank will work with the successful Tenderer to agree a signing approach acceptable to both parties. See the wording of clause 33.

Schedule 1

Services

1. The Contractor will provide the following Services for the Charges described in Schedule 2:

   [Include details of the services to be provided by the Contractor]

2. For the purposes of communications between them, the Central Bank's Representative is [XXXXX] contactable at [XXXXX] and the Contractor's Representative is [XXXXX] contactable at [XXXXX].

3. The Key Personnel are [XXXXX].

4. The insurance requirements are [XXXXX].

5. The amount of any retention under clause 18 shall not at any given time exceed 10 per cent of the Charges (the "**Retention Cap**").

6. Not Used.

7. Data Protection - In accordance with Article 28(3) of the GDPR, the following key attributes apply to the processing of personal data:

   7.1 The subject matter, nature, and purpose relate to: [XXXXX]

   7.2 The categories of data subjects may include, but are not limited to: [XXXXX]

   7.3 The type of personal data may include, but are not limited to: [XXXXX]

   7.4 The duration of processing is for the duration of this Agreement, unless otherwise instructed by the Central Bank.

Schedule 2

Charges

Schedule 3

Change Control – Impact Assessment Form

Contract Name/Number	
Name of Contractor Representative	
Name of Central Bank Representative	
Date of Impact Assessment	
Reference Number	

Description of Proposed Change	

Impact of Change on the Services	
If party proposing the Change is the Central Bank, the impact of the Change on the provision of any services being delivered by any other service providers to the Central Bank (insofar as the Contractor can determine)	
Likely time required to implement the Change	
Any impact on any agreed programme or milestones for the delivery of the Services	
Any cost implications whatsoever of the Change to the other Party, including any impact of the Change on the Charges	

Any impact of the Change on resourcing and on the technical skills or training of staff	
Any additional changes which would be required to implement the Change	
Whether any relief required from compliance with obligations under this Agreement (including any Service Level Agreement or key performance indicators) during the implementation of the Change	
Any additional approvals or consents which would be required to implement the Change	
Any other impact of the Change on this Agreement	