Multi-Party Framework Agreement

Terms and Conditions

For the Provision of	Property and Valuation Services
Contracting Authority	Dublin City University
Framework Member	
Date	
Note: This document is an indication of the form of agreement which the Contracting Authority intends to conclude with the successful Economic Operator arising from this competitive process. Economic Operators are not required to submit a signed copy of these terms as part of their tender but should indicate any objections which they may have to these terms in the body of their tender. Delete this text box prior to issue.	

Contents

Subject to contract / contract denied

Framework Agreement with a Framework Member in a Multi-Party Framework for the Provision of Property and Valuation Services to DCU

Parties

Dublin City University of Glasnevin, Dublin 9

(Hereinafter referred to as the ‘Contracting Authority)

AND

(Hereinafter referred to as the “Framework Member” or “Member”)

Background

The Contracting Authority has conducted a tender competition in accordance with all applicable procurement rules for the establishment of a framework agreement (within the meaning of the aforesaid directive) with multiple Framework Members.

The tender competition under the Open procedure was advertised on the eTenders website on DATE with a CFT ID ##### (the ‘Contract Notice’).

Definitions

“**Call Off Contract**” means any contract awarded on foot of this framework agreement;

“**Call Off Request**” means the request issued by the Contracting Authority to a Framework Member instructing that Framework Member, to provide the required Services;

“**Commencement Date**” means after

“**Competitive Procedure**” means the process leading to the establishment of this Framework Agreement and/or award of a contract on foot of this Framework Agreement;

“**Contract**” means a contract which falls within the scope of this Framework Agreement and for which the Contracting Authority conducts a Competitive Procedure under the terms of this Agreement;

“**Framework Agreement**” means these terms and conditions, including any Schedules hereto;

“**Framework Member**” means the supplier or service provider formally appointed to the Framework Agreement on foot of a Competitive Procedure;

“**Framework Period**” means the period in years set out in Clause 2.2;

“**Party**” means the Contracting Authority and/or the Framework Members;

“**Request for Tender**” means the document issued by the Contracting Authority on 06/08/2025, with the aim of establishing the framework agreement;

“**Other Conditions**” means for example contract Terms and Conditions, Special Terms and Conditions and/or Service Level Agreement as may be appropriate;

“**Supplementary Request for Tender**” means a new competition between all the Framework Members for the award of a contract falling within the scope of the Framework Agreement;

"**Supplementary Tender**" means the submission of the Framework Member in response to a Supplementary Request for Tender;

"**Tender**" means the submission by the Framework Members in response to the Request for Tender, together with any clarifications, additions or amendments accepted by the Contracting Authority.

1 Appointment of Framework Member

1.1 The Framework Member accepts its appointment as one of several framework Members to provide Services, if instructed to do so from time to time by the Contracting Authority, under the terms and conditions of this Framework Agreement.

1.2 The Members appointed to the Framework Agreement are:

I.
II.
III.

(the 'Framework Members')

1.3 This Framework Agreement sets out, amongst others, the award procedure for Services which may be required by the Contracting Authority, the main terms and conditions for any Call-Off Contract, and the obligations of the Framework Member during and after the Framework Period.

1.4 Membership of this Framework does not entitle the Member to be consulted in respect of, or awarded any contract during, the Framework Period. The Contracting Authority may at its sole discretion choose not to enter any contracts falling within the scope of this Framework Agreement, or to terminate the Agreement in accordance with Clause 9.

1.5 While this Framework Agreement will in general form the basis for the award of contracts during the Framework Period, the Contracting Authority reserves the right to operate outside the terms of the Framework Agreement, for example if it considers that it is not achieving value-for-money or the nature of the contract would benefit from a separate competitive process.

2 Period of Framework Agreement The Framework Agreement shall take effect on the Commencement Date.

2.2 The Framework Agreement will be for a period of four (4) years. For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under this Framework Agreement may extend beyond the date of expiry of the agreement.

3 Scope of Framework Agreement

3.1 This Framework Agreement relates to the Provision of Property and Valuation Services

3.2 The scope of Services which may be awarded under this framework includes:

3.2.1 The initial contract as described in the Request for Tender, upon which the Framework Members will be chosen, due to the fact that the initial contract is representative of the framework as a whole.

3.2.2 Additional Call-Off Contracts within the scope of the Framework Agreement may comprise some or all elements of the Supplies as described in the detailed specification, being additional requirements which may arise.

3.3 The maximum value of the framework over the life of the framework is in the range of **€250,000 to €800,000**

It should be emphasized that this value is not a guarantee of any spend over the life of the Framework Agreement.

4 Procedure for the Award of Call-Off Contracts

4.1 As and when the Contracting Authority decides to source Services through this Framework Agreement, then it may award a Call-Off Contract to the Framework Member based on the Tender in accordance with the process for Mini-Tenders.

4.2 When a Call-Off Contract is awarded to the Framework Member the Contracting Authority and the Framework Member shall enter a contract in accordance with the relevant contract Terms and Conditions as detailed in Schedule 4 as well as any Special Terms and Conditions that will be set out in the invitation to provide a Supplementary Tender. The Call-Off Contract shall be within the scope of contracts defined for the Framework Agreement.

4.3 Cascade Procedure

4.3.1 Where all the terms necessary for the performance of a Call-Off Contract are included in this Framework Agreement, the Contracting Authority may issue a Call-Off Request to a Framework Member at any time during the Framework Period.

4.3.2 Subject to Clause 4.4.8, the ranking of the Framework Members as determined by the objective criteria used to establish this Framework Agreement and contained in the Request for Tender is as follows:

(i) [ ] (the 'First-Ranked Framework Member')

(ii) [ ] (the 'Second-Ranked Framework Member')

(iii) [ ] (the 'Third-Ranked Framework Member')

(iv) [ ] (the 'Fourth-Ranked Framework Member')

The Contracting Authority will communicate any changes to this ranking by email to all Framework Members.

4.3.3 The Contracting Authority will complete a Call-Off Request indicating the scope and term of the Call-Off Contract to be awarded. This may be in the form of a Purchase Order or by other means.

4.3.4 The Contracting Authority will consult with the First-Ranked Framework Member to establish whether any capacity/performance issues or a Conflict of Interest dictate that the First-Ranked Framework Member is unable to perform the proposed Call-Off Contract. If the First-Ranked Framework Member is unable to perform the Call-Off Contract subject to this Clause 4.4.4, the Contracting Authority will consult with the next ranked Framework Member.

This process will be repeated until the Contracting Authority has deemed that a Framework Member is not precluded from performing the Call-Off Contract.

4.3.5 Subject to Clause 4.4.4, the Contracting Authority will issue the Call-Off Request to the First-Ranked Framework Member indicating the relevant deadline for the receipt of confirmation by the First-Ranked Framework Member of its acceptance of the Call-Off Request.

4.3.6 The First-Ranked Framework Member shall inform the Contracting Authority within the stipulated deadline whether it accepts the Call-Off Request. Upon receipt of this acceptance, the Contracting Authority will enter the Call-Off Contract with the First-Ranked Framework Member.

4.3.7 If the First-Ranked Framework Member does not accept the Call-Off Request, the Contracting Authority will issue that Call-Off Request to the next ranked Framework Member seeking their acceptance. This process will be repeated until a Framework Member has accepted the Call-Off Request or the Contracting Authority terminates the award procedure.

4.3.8 Ranking Relegation Procedure The Contracting Authority reserves the right to relegate the First-Ranked Framework Member and move them to last position in the ranking under one of the following circumstances:

4.3.8.1 Where the First-Ranked Framework Member does not perform a Call-Off Contract to the requirements set out in this Framework Agreement or the Call-Off Request on more than two (2) occasions and the Contracting Authority is not satisfied with the reasons provided by the First-Ranked Framework Member to justify the poor/non-performance; or

4.3.8.2 Where the First-Ranked Framework Member has not accepted a Call-Off Request on more than two (2) consecutive occasions.

4.3.9 Ranking Renewal Procedure (Cascade Only, if applicable)

On each anniversary of the Commencement Date, the Client will issue a Request for Mini-Tender in accordance with the procedure set out in Clause 4.3 in order to update the ranking of Members set out in Clause 4.3.2.

4.4 Mini-Tender Procedure

4.4.1 The Contracting Authority will complete a Supplementary Request for Tender indicating the scope of the Call-Off Contract to be awarded and the applicable award criteria.

4.4.2 The Contracting Authority shall fix a deadline for the receipt of the Supplementary Request for Tender considering the complexity of the scope of requirements and the time needed to prepare an appropriate response.

4.4.3 The Contracting Authority will issue the Supplementary Request for Tender by email to all Framework Members.

4.4.4 Supplementary Tenders shall be submitted in writing via the mechanism identified by the Contracting Authority and their content shall remain confidential until at least the stipulated time limit for replies has expired.

4.4.5 Any clarifications requested by a Framework Member in relation to a Supplementary Request for Tender shall be submitted in writing by email and any responses containing further material information will be issued in writing to all other Framework Members.

Award Criteria

The criteria for the award of a Call-Off Contract will be the Most Economically Advantageous Tender in terms of one or more of the following award criteria:

To reflect the requirements of the particular Call-Off Contract to be awarded, each Supplementary Request for Tender will set out the precise award criteria, scope and weightings applicable to the award of the Call-Off Contract in question.

Following evaluation of all valid Supplementary Tenders received against the award criteria set out in the Supplementary Request for Tender, the Contracting Authority may enter into the Call-Off Contract with the successful Framework Member.

4.5 Direct Award

4.5.1 If the Contracting Authority decides to award a Call-Off Contract by way of Direct Award, it will determine which Framework Member it considers is the most appropriate for the particular service requirement, having regard to the Framework Members' experience and expertise relevant to the particular service requirement, it will then contact the Framework Member it has determined should be awarded the Call-Off Contract and seek to confirm that it is available to carry out the work within the required timeframe and has no conflict of interest.

4.5.2 If the relevant Framework Member is not available, or has a conflict of interest, the Contracting Authority shall repeat the process set out in this clause 4.5.1 until it has awarded the Call-Off Contract to a Framework Member.

4.6 Quick Quotes

4.6.1 If the Contracting Authority decides to proceed by way of Quick Quotes, it shall by electronic means, issue a Supplementary Request for Quotes (SRFQ) to a minimum of five (5) Framework Members whom it considers suitable for the Call-Off Contract

4.6.2 The Contracting Authority shall fix a deadline for the receipt of the SRFQ considering the complexity of the scope of requirements and the time needed to prepare an appropriate response.

4.6.3 The Contracting Authority will issue the SRFQ by email to all Framework Members.

4.6.4 Supplementary Quotes shall be submitted in writing via the mechanism identified by the Contracting Authority and their content shall remain confidential until at least the stipulated time limit for replies has expired.

4.6.5 The criteria for the award of a Call-Off Contract will be the Most Economically Advantageous Tender subject to the Contracting Authority's right to evaluate submissions on the case of cost only.

4.6.6 To reflect the requirements of the particular Call-Off Contract to be awarded, each Supplementary Request for Tender will set out the precise award criteria, scope and weightings applicable to the award of the Call-Off Contract in question.

4.6.7 Following evaluation of all valid Supplementary Tenders received against the award criteria set out in the Supplementary Request for Tender, the Contracting Authority may enter into the Call-Off Contract with the successful Framework Member.

4.6.8 While the Contracting Authority expects that Quick Quotes will not be used to award Call-Off Contracts with contract values greater than **€25,000** (excluding VAT), it reserves the right to do so at its discretion.

5 Notification of the Award of a Call-Off Contract

5.1 When the Contracting Authority has made an award decision pursuant to a Mini-Tender the Contracting Authority will issue a notification in writing (by post or electronic means) to all Framework Members that have submitted a Supplementary Tender. The notification will contain the following information:

5.1.1 in the case of the successful Framework Member, any decisions reached concerning the award of the Call-Off Contract; and

5.1.2 in the case of the unsuccessful Framework Members,

5.1.2.1 any decisions reached concerning the award of the Call-Off Contract.

5.1.2.2 the name of the successful Framework Member.

5.1.2.3 summary information on the reason for rejection.

6 Fixed Conditions for Contracts

6.1 Prices

The maximum price chargeable by the Framework Member is as set out in Schedule 1. Price changes, if applicable, will be in line with the Consumer Price Index or by any method agreed between the various parties.

6.2 Contract Manager

The Framework Member must nominate a contract manager to liaise with the Contracting Authority to ensure the successful operation of this Framework Agreement.

6.3 Personnel

The resources nominated by the Framework Member must be those used in the award of any contract under the framework and as detailed in Schedule 2.

Regarding personnel assigned to deliver services under the framework, where the successful Framework Member proposes to replace a nominated person, the proposed replacement person must be of equal or better qualifications and expertise than that of the original nominated person(s). Any replacements must be notified in writing to the Contracting Authority and must be agreed by the Contracting Authority prior to their commencement of any work under the Framework Agreement.

6.4 Service Level Agreement

Contracts under this framework agreement may be subject to the application of a Service Level Agreement which will outline the Key Performance Indicators applicable to the contract.

7 Obligations of Framework Members

7.1 Conflict of Interest

The Framework Member is required to inform the Contracting Authority of any conflict of interest of which it becomes aware during the period of the Framework Agreement. Any registrable interest involving the Framework Member and the Contracting Authority or employees of the Contracting Authority or their relatives must be communicated to the Contracting Authority immediately.

7.2 Interference and Inducement to Purchase

Any effort by the Framework Member to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018 (Ireland), and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

7.3 Insurances

The Framework Member is required to maintain, at a minimum, the levels and forms of insurance set out in the tender documents and as detailed in Schedule 3 of this Framework Agreement.

7.4 Tax Compliance

The Framework Member shall maintain a tax clearance status as declared by the Irish Revenue Commissioners throughout the Framework Period and the period of any contract being executed under the Framework Agreement (whichever is longer).

7.5 Assignment

The Framework Member shall not assign the benefit of its appointment under this Framework Agreement, or under any contract, or any part thereof, unless with the prior written agreement of the Contracting Authority.

7.6 Data Protection

The Framework Member must operate fully in compliance with all relevant Data Protection legislation and the Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Framework Member is the Data Processor in respect of Data which is Personal Data.

7.7 Confidentiality / Freedom of Information

7.7.1 The Framework Member must not disclose to anyone information that the Contracting Authority notifies the Framework Member is confidential except as necessary to perform the Framework Members' obligations under this Framework Agreement or a Call-Off Contract or to comply with the law.

7.7.2 The Framework Member undertakes to comply with all reasonable directions of the Contracting Authority with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement as set out.

7.7.3 The Framework Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014, as amended. In the event of the Contracting Authority receiving a request for information related to this Framework Agreement, the Contracting Authority shall consult with the Framework Member in respect of the request. The Framework Member shall identify any information that is not to be disclosed on grounds of commercial sensitivity and shall state the reasons for this sensitivity. The Contracting Authority will consult the Framework Member about this commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on disclosure rests with the Office of the Information Commissioner and ultimately, the Irish courts.

7.8 Audit

The Framework Member shall keep and maintain until a minimum of six (6) years after the expiry of the Framework Period, full and proper records and all documents relating to the performance of its obligations under this Framework Agreement and shall allow the Contracting Authority and any auditors access to such records.

7.9 Publicity

Unless otherwise directed by the Contracting Authority, the Framework Member shall not make any press announcements or publicise this Framework Agreement in any way without the Contracting Authority's prior written consent.

7.10 Performance Review

The Contracting Authority and Framework Member shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and/or a Call-Off Contract to agree milestones, compliance schedules and operational protocols as required by the Contracting Authority from time to time. If requested in writing by the Contracting Authority, the Framework Member shall meet formally with the Contracting Authority to report on progress and shall comply with all written directions of the Contracting Authority.

8 Termination of Appointment

8.1 This Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving three (3) months written notice to the Framework Member.

8.2 A Framework Member may withdraw from this framework agreement without liability for compensation or damages, by serving six (6) months written notice to the Contracting Authority.

8.3 Without prejudice to any other rights or remedies to which it may be entitled, the Contracting Authority shall be entitled to terminate the appointment of the Framework Member forthwith and without liability by giving notice at any time if:

8.3.1 The Member commits a material breach of any term or condition of this Framework Agreement, or a contract concluded under the Framework Agreement;

8.3.2 The Member fails to perform any obligation or responsibility under this Agreement, or a contract concluded under the Framework Agreement, and, if such breach is capable of being remedied, fails to remedy the breach within fourteen (14) days of notice given by the Contracting Authority requiring the Member to do so;

8.3.3 The Member convenes a meeting for the purposes of, or proposes to enter into any arrangement or composition for the benefit of its creditors;

8.3.4 The Member is unable to pay its debts within the meaning of Section 570 of the Companies Act, 2014 or any analogous provision of law;

8.3.5 An order is made, or an effective resolution is passed for the winding up of the Member's company other than for the purpose of restructuring the terms of which have been agreed by the Contracting Authority;

8.3.6 A petition is presented, or an order is made, or a resolution passed, or any analogous proceedings or action is taken for the appointment of an examiner, administrator, receiver, trustee or any similar officer over the Members company;

8.3.7 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Member;

8.3.8 The Contracting Authority reasonably believes that any of the events mentioned above is about to occur in relation to the Member and notifies the Member;

8.3.9 The Member has committed any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this agreement or the relevant contract;

8.3.10 Any representation made by the Member in connection with this Agreement or a contract shall in the opinion of the Contracting Authority prove to be untrue or incorrect in a material respect as of the date when made.

9 Termination of Framework Agreement

9.1 In circumstances outlined in Clause 8.1 and 8.2, the Contracting Authority reserves the right to terminate this Agreement by providing three (3) months' notice in writing to the Framework Member. The Framework Member shall have no claim for damages or otherwise against the Contracting Authority as a result of the Contracting Authority terminating this Framework Agreement in accordance with this Clause.

9.2 The Contracting Authority also reserves the right to terminate the framework agreement in the following circumstances:

9.2.1 Where improved value for money in terms of cost and/or quality is available through an alternative public procurement process established by the sector or at Government level.

9.2.2 Where the business needs of the organisation have changed, and the framework no longer meets those needs and/or where the budget available for the requirements defined by the framework agreement has substantially altered (increased or decreased).

9.3 In circumstances outlined in Clause 9.2, the Contracting Authority reserves the right to terminate this Agreement by providing fourteen (14) days notice in writing to the Framework Member. The Framework Member shall have no claim for damages or otherwise against the Contracting Authority as a result of the Contracting Authority terminating this Framework Agreement in accordance with this Clause.

9.4 Termination of the Framework Agreement pursuant to Clause 9.1, Clause 9.2 and Clause 9.3 shall not relieve or discharge the Framework Member from any obligations which may have accrued prior to such termination.

9.5 For the avoidance of doubt, termination of this Framework Agreement shall not affect the validity of any contract entered into by the Contracting Authority and any provider of the service pursuant to that Framework Agreement.

9.6 It shall be the sole responsibility of the Framework Member to fulfil its obligations under the Framework Agreement and any and all contracts awarded thereunder, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU. Failure to comply with this requirement may result in the termination of the Framework Agreement and / or any contract associated with the Framework Agreement, at the absolute discretion of the Contracting Authority.

10 Notice

10.1 The address, email and telephone numbers of the parties for the purpose of the giving of notices under this Agreement are as follows:

The Contracting Authority

Dublin City University

Glasnevin,

Dublin 9

E-mail address:

Tel:

The Framework Member

10.2 Any notice or other communication whether required or permitted to be given by one party hereto to the other shall be in writing and shall be deemed to have been duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and:

10.3 If delivered, at the time of delivery to the addressee or its duly authorised agent;

10.4 If sent by pre-paid post, four (4) days after posting if addressed to the party to whom such notice is to be given at the address set forth for such party in this Agreement (or such other address as is from time to time notified to the other party hereto);

10.5 All notices to the Contracting Authority or the Framework Member from the other party under this Agreement or the relevant contract shall be in writing and sent to the appropriate address set out above.

10.6 All notices, documents and communications provided under this Agreement or the relevant contract shall be in the English language.

SIGNED:

On behalf of the CONTRACTING AUTHORITY

Name:

(Block letters)

Position:

Signature:

Date:

Witnessed by:

(signature)

Witness name:

(Block letters)

On behalf of the Framework Member

Name:

(Block letters)

Position:

Signature:

Date:

Witnessed by:

(signature)

Witness name:

(Block letters)

Schedules to this agreement:

Schedule 1: Form of Tender – from the Framework Members' tender response

Schedule 2: Resources – from the Framework Members' tender response

Schedule 3: Insurances – evidence of insurances in place as per levels required for the framework

Schedule 4: Proposed Contract Terms and Conditions

Schedule 1: Form of Tender

Schedule 2: Resources

Schedule 3: Insurances

Schedule 4: Proposed Contract Terms and Conditions

1. INTERPRETATION

1.1. In this Agreement, the following expressions shall have the following meanings:-
"Agreement" means the agreement comprising a Purchase Order issued by DCU and the Terms and Conditions set out herein (which are referred to in the Purchase Order) in accordance with Clause 1.8 of these Terms and Conditions;

"Campus Site" means DCU Glasnevin, DCU St Patricks (Drumcondra), DCU All Hallows (Drumcondra), DCU Alpha (Glasnevin), DCU Sports Campus (Glasnevin), DCU Sports Campus (Santry).

"Confidential Information" means all information in whatever form (including but without limitation written, oral, visual and electronic forms) relating to DCU, its affiliate companies, their business or affairs, including but without limitation, any information relating to the Goods or Services and any other information which might reasonably be regarded as confidential in nature to DCU. There shall be excluded from the definition of Confidential Information (a) any information which at the time it is disclosed to the Supplier is already in the public domain otherwise than by breach of this Agreement or (b) any information which the Supplier is legally compelled to disclose or which it is ordered to disclose by the Courts or any other competent authority (c) any information in the Supplier's possession (with full right to disclose) before receiving it from DCU; or (d) any information which is independently developed by the Supplier without access to or use of the Confidential Information;

"Data Protection Legislation" means

(a) the Irish Data Protection Acts 1988 to 2018;
(b) the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011;
(c) the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR");
(d) the EU ePrivacy Directive 2002/58/EC (as amended) (the "ePrivacy Directive");
(e) any relevant transposition of, or successor or replacement to the laws detailed at (i) to (iv) inclusive including, when it comes into force, the successor to the ePrivacy Directive; and
(f) all other industry guidelines (whether statutory or non-statutory) or applicable codes of practice and guidance notes issued from time to time by the Irish Data Protection Commission or other relevant national or supra-national authority relating to the processing of Personal Data (including the transfer of Personal Data outside the EEA);

"Deliverables" means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods and Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

"DCU" means Dublin City University, having its principal office at Glasnevin, Dublin 9, Ireland or (where indicated on the Purchase Order) a DCU Affiliate;

"DCU Affiliate" means any subsidiary entity of DCU, including but not limited to, DCU Educational Support Services DAC, Campus Residences DAC, Campus Property DAC, DCULS DAC, Dublin Software Park DAC, DCU Invent DAC, DCU Trispace DAC, DCU Ryan Academy DAC, UAC Management DAC (T/A The Helix), Dublin Business School Fund DAC, DCU Executive Education DAC, and DCU Educational Trust;

"Force Majeure Event" means an occurrence beyond the control and without the fault or negligence of the Party affected and which the said Party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to acts of God or the public enemy; expropriation or confiscation of facilities; any form of Government intervention; war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots; floods, unusually severe weather conditions which could not reasonably have been anticipated; fires, explosions or other catastrophes; pandemic; national or district strikes or other similar occurrences other than strikes or concerted acts of the Supplier's workforce;

"Goods" means goods (of the kind set out and/or more particularly described in the Purchase Order) to be delivered (unless otherwise stated in the Purchase Order) by the Supplier to DCU;

"Intellectual Property Rights" means all intellectual and industrial property rights including copyright, trade marks, service marks, patents, design rights, database rights, utility models, moral rights, performers' property rights, topography rights, design rights, trade secrets, rights in confidential information, know how, trade or business names, domain names, goodwill associated with the foregoing, whether or not registered or registerable, including registrations and applications and rights to apply for registration of any of these rights, and all rights and forms of protection of a similar nature of having equivalent or similar effect to any of these anywhere in the world;

"Parties" means DCU and the Supplier and 'Party' shall be construed accordingly;

"Personnel" means any employees, agents or servants of the Supplier (including any permitted sub-supplier/contractors) who may be involved in the performance of the Services or the provision of the Goods on behalf of the Supplier;

"Pre-existing IPR" means in respect of the Supplier any Intellectual Property Rights owned by or licensed to it prior to the date of this Agreement, and all Intellectual Property Rights in any materials acquired or developed by the Supplier independently of this Agreement;

"Purchase Order" means a document identified as such, produced by DCU and issued to the Supplier in connection with the supply of Goods and/or Services;

"Personal Data" means any information about a living person where the person is identified, or could be identified.

Some typical examples of personal data are a person's name, address, image or contact details. This list is not exhaustive as the definition of personal data is deliberately very broad.

Further examples of the numerous categories of personal data routinely processed by DCU can be seen in the University's Data Privacy Policy that is available through the DCU website.

If in doubt as to whether any specific information or data may constitute Personal Data, please consult with the DCU Data Protection Officer;

"Services" means the services of the kind to be performed by the Supplier for DCU as set out and/or more particularly described in Schedule A (if the Particulars of Contract are used) or the Purchase Order (if the Particulars of Contract are not used);

"Supplier" means the person, firm or company to whom the Purchase Order is addressed (or as specified in the Particulars of Contract, if the Particulars of Contract are used);

"Tender Documents" shall include the following:

a) the request for proposal or invitation to tender for the provision of Goods and/or Services made by DCU to the Supplier issued by email on the date indicated in the Particulars or via the eTenders ID indicated in the Particulars; and

b) additional tender documents including specifications, price schedules, form of tender and European Single Procurement Documents (together with any declarations provided as part of its tender).

"Term" means the term of this Agreement, as specified in the Particulars of Contract or the Purchase Order (if the Particulars of Contract are not used), (or if not specified, the period of time it takes to provide the Goods and/or Services to DCU in accordance with this Agreement) and which may be extended in accordance with the Particulars of Contract or the Purchase Order as applicable;

"Terms and Conditions" means these Standard Terms and Conditions for Supply of Goods and Services; and

"Working Day" means a day other than a Saturday, Sunday or a public holiday in Ireland.

1.2. The masculine gender shall include the feminine and neuter and vice versa. The singular number shall include the plural and vice versa. Words such as "hereunder", "hereto", "hereof" and "herein" and other words commencing with "here" shall, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular Article or section thereof.

1.3. The headings in this Agreement are for convenience only and shall not affect the interruption or construction hereof.

1.4. Unless the context otherwise requires, a reference to any clause, sub-clause or schedule is to a clause, sub-clause or schedule (as the case may be) of or to this Agreement. The provisions of the Schedule shall form part of this Agreement as if they were expressed in its main body.

1.5. References to any statute or other similar legislative instrument shall be construed as a reference to the statute or instrument as amended, modified, consolidated or extended.

1.6. Save where DCU has executed a specific contract with the Supplier for supply of Goods or Services (in which case such contract shall supersede these Terms and Conditions), these Terms and Conditions shall govern every contract for supply of Goods and/or Services between DCU and the Supplier, together with any specific provisions included in the Purchase Order.

1.7. All Purchase Orders are placed and executed on the understanding that the Supplier is bound by these Terms and Conditions. These Terms and Conditions apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Supplier waives any right it might otherwise have to rely upon any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Terms and Conditions.

1.8. An Agreement is formed between DCU and the Supplier when DCU issues the Supplier with a Purchase Order or when all Parties sign a contract. Once it has received a Purchase Order, by commencing the provision of the Services or by delivering Goods to a date and location as specified by DCU, the Supplier acknowledges it is bound by the Terms and Conditions of this Agreement and accepts in full and without restriction the terms of the Purchase Order and these Terms and Conditions as the sole basis of this Agreement.

1.9. DCU may unilaterally extend the Agreement in accordance with the Particulars of Contract or the Purchase Order (if the Particulars of Contract are not used) by providing at least twenty (20) Working Days' notice to the Supplier. References to the Term shall include any such extensions.

2. PROVISION OF GOODS AND/OR SERVICES

2.1. The Supplier shall, on a non-exclusive basis, perform Services and/or deliver Goods to the location requested by DCU in accordance with the Terms and Conditions set out herein following the execution by DCU of a Purchase Order and its issue to the Supplier. No Goods and/or Services are to be provided or delivered unless a Purchase Order is issued to the Supplier, and the existence of the Agreement does not constitute a commitment or obligation on behalf of DCU to purchase any minimum number or value of Goods or Services. In the event that delivery of Goods and/or Services is requested to a site other than a Campus Site, the Supplier should make direct contact with DCU (procurement@dcu.ie) to confirm the correct delivery location no later than two Working Days prior to delivery.

2.2. It is hereby expressly acknowledged and agreed by the Parties that the Personnel of the Supplier are not employees of DCU except where the Goods or Services relate to DCU intercompany business.

2.3. The Supplier shall (and shall ensure that its Personnel shall) during the Term:-

2.3.1. provide the Goods and/or Services to DCU at such places and at such times as DCU or its duly authorised agents shall specify in the Purchase Order or otherwise;
2.3.2. mark all Goods (and relevant delivery documentation) in accordance with DCU's instructions and any applicable laws or regulations or instructions of the carrier or manufacturer and pack and secure all Goods properly so that they reach their destination in an undamaged condition;
2.3.3. ensure that on delivery, Goods are received and signed in by an authorised representative of DCU. The giving of a receipt by an employee of DCU or by an employee or agent of DCU to the Supplier, shall be proof only of actual delivery and not of delivery in good condition and quantity specified. The Supplier must ensure that the name of the person signing for the goods is clearly identifiable;
2.3.4. co-operate with and comply with all reasonable directions and instructions of DCU, its servants and agents in connection with the provision of the Goods and/or Services;
2.3.5. comply with all applicable laws concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services;
2.3.6. comply with all policies, rules, regulations and/or codes of conduct (including the DCU Supplier Charter) operated by or affecting DCU from time to time and advised to the Supplier;
2.3.7. obtain and comply with all licences, permits and authorisations necessary for the performance of the Services and/or provision, transport, labelling and handling of the Goods (at its own cost); and
2.3.8. take all necessary precautions to prevent injury or damage to any person or property on DCU's premises and/or campus and comply strictly with all relevant health and safety laws, regulations and codes of practice.

2.4. The Supplier warrants and represents that:

2.4.1. all Goods will be of merchantable quality (within the meaning of the Sale of Goods and Supply of Services Act 1980) and fit for any purpose held out by DCU or made known to the Supplier before the Purchase Order was issued;
2.4.2. all Goods shall be free of defects in design, materials and be in a good and workmanship manner;
2.4.3. all Goods shall correspond with any relevant samples provided and/or the specification;

2.4.4. all Goods supplied to DCU hereunder are supplied free of encumbrance and shall not infringe any patent, trademark or other intellectual property of any third party and the Supplier has good title to the Goods;

2.4.5. all Goods and Services supplied comply with all applicable regulatory and statutory requirements of European or Irish standards (whichever is the higher) and any certification, where applicable, and any specifications or requirements of DCU agreed with the Supplier in advance; and

2.4.6. it shall provide the Services with all due care, skill and diligence and that all Personnel involved in performing the Services are suitably experienced, qualified and competent.

2.5. The Supplier shall assign or procure the benefit of any manufacturers' warranties or guarantees in respect of the Goods to or for DCU and shall provide all reasonable assistance to DCU in enforcing same.

2.6. Time shall be of the essence in relation to the delivery of the Goods and the performance of the Services. The time of delivery stated in the Purchase Order is binding upon the Supplier unless otherwise agreed to in writing by DCU. The Supplier shall perform and complete all Services within the time scales set out in the applicable Purchase Order or statements of work, or within such other time scales as may be agreed from time to time in writing between DCU and the Supplier. In the case of late delivery, performance or completion, DCU reserves its entitlement in accordance with Clause 8.3.5, without prejudice to any other remedies which it may have under this Agreement or otherwise at law, to unilaterally terminate this Agreement forthwith by notice in writing to the Supplier. It is expressly agreed that DCU shall be under no obligation to accept late delivery of the Goods or the late performance of the Services and shall be under no obligation to make payment in respect of such Goods and/or Services.

2.7. Risk of damage to or loss of the Goods shall pass to DCU upon delivery and acceptance by DCU in accordance with Clause 2.3.3. Title and property in Goods shall transfer to DCU at the earlier of delivery or payment. Passing of title is without prejudice to any right of rejection of the Goods, which may accrue to DCU hereunder. Shortages, breakages or other damage or loss to any consignment from any cause whatsoever prior to delivery to consignee shall not be paid for by DCU, all risks and insurance being borne by the Supplier.

2.8. In the event that Goods are delivered to DCU which fail to comply with the provisions of this Agreement and any particular requirements, specifications or quantities specified in the Purchase Order, or otherwise agreed by the Parties, DCU may, at its sole option, be entitled, without incurring any liability and without prejudice to any other rights or remedies it may have, to either:

2.8.1. cancel this Agreement (including the relevant Purchase Order) (or any part of it) in which case no further payments shall be due thereunder and the Supplier shall promptly and at its sole expense collect the Goods and refund DCU in full any sums paid in respect of such Goods. Risk in the Goods shall transfer to the Supplier upon notification by DCU under this Clause 2.8.1. Acceptance of delivery shall not preclude DCU from exercising this right; or

2.8.2. require the Supplier to replace the Goods with those which comply with this Agreement and all particular requirements, specifications and quantities specified in the Purchase Order or otherwise agreed by the Parties, which the Supplier shall do promptly and at no additional cost or expense to DCU; or

2.8.3. require the Supplier to repair the Goods such that they then comply with this Agreement and all particular requirements and specifications specified in the Purchase Order or otherwise agreed by the Parties, which the Supplier shall do promptly and at no additional cost or expense to DCU.

2.9. If within twelve (12) months after delivery of the Goods DCU gives notice in writing to the Supplier of any defect in the Goods which shall arise under proper use or of any non-conformity with this Agreement then the Supplier shall use its best endeavours to promptly repair or if DCU requests, replace the Goods so as to remedy the defects without cost to DCU. For the avoidance of doubt, the timely collection and subsequent delivery of such Goods is carried out at its sole expense and resources of the Supplier.

2.10. In the event that the Services provided to DCU fail to comply with the provisions of this Agreement or any particular requirements or specifications specified in the Purchase Order or otherwise agreed by the Parties, DCU may, in its absolute discretion, be entitled, without incurring any liability and without prejudice to any other rights or remedies it may have, to either:

2.10.1. cancel this Agreement (including relevant Purchase Order) (or any part of it) in which case no further payments shall be due thereunder and the Supplier shall promptly and at its sole expense cease providing the Services and refund DCU in full any sums paid in respect of same; or

2.10.2. require the Supplier to re-perform the Services in compliance with this Agreement and all particular requirements or specifications specified in the Purchase Order or otherwise agreed by the Parties, which the Supplier shall do promptly and at no additional cost or expense to DCU.

2.11. DCU shall be under no obligation to accept delivery of Goods or performance of Services in advance of any time and date specified for such delivery or performance in the Purchase Order or at a place other than any specified in the Purchase Order. DCU personnel may sign delivery dockets to indicate receipt of Goods from the Supplier, however this shall not indicate that DCU accepts that the Goods (or the delivery thereof) comply with this Agreement.

2.12. The Supplier shall permit authorised representatives of DCU (including external auditors) to visit its premises or any other location from which Goods and Services may be provided at reasonable times in order to inspect relevant facilities and records relating to the provision of the Goods and/or Services to DCU and ensure that the Supplier is discharging its duties and obligations to DCU's reasonable satisfaction. Nothing herein and no inspection or audit shall in any way relieve the Supplier from performing its duties and obligations in accordance with this Agreement.

2.13. The Supplier, at its own risk and expense, shall deliver the Goods properly packed, secured and marked with the applicable order number, or the Services (as the case may be), to the location specified in that Purchase Order, or any alternative location subsequently agreed with DCU. If delivery of Goods and/or Services is requested to a site other than a Campus Site, the Supplier should make direct contact with DCU Procurement (email: procurement@dcu.ie) to confirm the correct delivery location and to ensure it is a valid Purchase Order, no later than two Working Days prior to delivery.

2.14. Each package should be clearly marked with the Supplier's name and the delivery address specified. Any returnable containers must be clearly marked by the Supplier as 'Returnable'. The Supplier shall be required to remove all packaging from DCU's premises and/or campus at its own expense, however should DCU wish to accept some packaging then it shall be treated as non-returnable and DCU shall not be required to make any payment for it.

2.15. If notified promptly in writing of any action brought against DCU based upon a claim that Goods or Services provided by the Supplier infringe any patent, trade mark, copyright or other intellectual property right, the Supplier will defend such action at its expense and pay any costs and damages awarded and any expenses incurred by DCU in connection with the claim (including legal and other expert fees). DCU shall have sole control of the defence of any such action and all negotiations for its settlement or compromise. If as a result of such claim DCU is prohibited from using or otherwise unable to use the Goods/Services or if such a claim is likely to be made, the Supplier will either procure for DCU the right to continue using the Goods and/or Services, or replace or modify the infringing parts of the Goods and/or Services without detracting from their overall performance so that they become non-infringing.

2.16. The Supplier shall indemnify DCU against any loss of use during such modification or replacement.

2.17. Unless the Purchase Order explicitly states this Clause does not apply, the Supplier guarantees the availability of such spares, that are proprietary in their equipment for a period of at least ten (10) years which they shall supply and fit, if required, for DCU's enjoyment of the Goods. The Supplier shall also ensure that new and compatible electronic or mechanical spare parts are available for a period of at least three (3) years from the date of delivery. Should any equipment become obsolete during this time the Supplier shall give DCU ninety (90) days' notice in writing in advance of any such obsolescence and shall supply such spares as DCU shall consider necessary to maintain the Goods/Services.

2.18. DCU reserves the right to inspect any Goods before dispatch from the Supplier's premises, but such inspection shall not relieve the Supplier from responsibility or liability nor be interpreted in any way to imply acceptance of such Goods. Goods must be to the entire satisfaction and approval of DCU when examined at time of delivery or subsequent thereto of its address for delivery as stated in this order.

2.19. All Goods must be supplied with any information provided by the original manufacturer, including but not limited to the manufacturer's instructions, material safety data sheets and safety instructions, etc., as required. All relevant documentation must be forwarded to DCU before purchase.

3. HEALTH, SAFETY AND ENVIRONMENTAL

3.1. The Supplier shall comply with all applicable laws for the protection of the environment, human health and safety and the carriage of Goods. All applicable laws shall include EU regulations on the carriage of Goods and other legal measures having the force of law in Ireland and in whichever relevant jurisdiction Goods are transferred for the purposes of a contract between the Supplier and DCU.

3.2. DCU is committed to underpinning all the University's activities with sustainability in mind.

3.3. Sustainability is looking for the fair and equitable balance that is needed to share the earth's resources between all its inhabitants (i.e. current and future inhabitants) while working toward reducing our carbon emissions to zero.

3.4. The Supplier shall comply with all legislation which is in force from time to time whose purpose is the protection of the environment, including the protection of human health, flora, fauna and the eco-systems on which they depend and for the avoidance of doubt, shall include but not be limited to the Local Government (Water Pollution) Act 1977, as amended, the Air Pollution Act 1987, as amended, the Environmental Protection Agency Act 1992, as amended, the Waste Management Act 1996, as amended, the Protection of the Environment Act 2003, as amended, the European Communities Act 1972, as amended, and all regulations, directives, bye-laws, orders, decisions and codes made thereunder and all relevant legislation in relation to the assessment of environmental impacts and the protection of air, land and water.

3.5. The Supplier should minimise its carbon footprint wherever possible and practicable when performing its obligations.

3.6. The characteristics of the Goods and/or Services must comply with applicable norms and standards in the field of environmental protection.

3.7. All liability related to the violation of norms and standards for environmental protection in the supply of Goods and/or Services rests solely on the Supplier.

3.8. DCU may establish special requirements for Goods and Services, including environmental characteristics, indicators of environmental and climate impact. In this case, DCU may demand from the Supplier documents confirming compliance with environmental and safety regulations.

3.9. DCU may require the Supplier to confirm that the environmental or other characteristics of the Goods and/or Services are complied with and all legal requirements.

4. PERSONNEL

4.1. DCU reserves the right to refuse to admit to, or remove from, any premises and/or campus occupied by or on behalf of it, any Personnel whose admission or presence would, in the reasonable opinion of DCU, be undesirable. The reasonable exclusion of any such individual from the premises and/or campus of DCU shall not relieve the Supplier from the performance of its obligations under this Agreement.

4.2. The Supplier agrees that it shall, when requested by DCU submit full personal details of Personnel to DCU. The Supplier acknowledges that Personnel may be required to submit to Garda vetting, and that Personnel may be refused admission to the grounds of DCU as a result of a failure to submit to such Garda vetting or in circumstances where the results of such Garda vetting indicate that admission to the grounds of DCU of such Personnel may in the reasonably held opinion of DCU compromise the safety or security of DCU.

4.3. DCU reserves the right (in addition to any other rights or remedies which it may have under this Agreement or otherwise at law) to terminate this Agreement with immediate effect and without liability in the event that it believes that the continued provision of the Services by Personnel may compromise the safety or security of DCU.

4.4. The Supplier shall ensure that Personnel are fully trained, qualified and competent to provide the Goods and/or Services and shall use its best endeavours to ensure that the Personnel are made aware of and comply with all relevant Terms and Conditions of this

Agreement and all policies, rules, regulations and/or codes of conduct operated by or affecting DCU from time to time. The Supplier shall be liable, for all damage caused to persons or property, or any other losses caused by the default of its Personnel.

4.5. The Supplier shall be solely responsible for:

4.5.1. paying all salaries, wages, benefits and other compensation that the Personnel may be entitled to receive in connection with the provision of the Goods and/or performance of the Services;

4.5.2. paying and reimbursing all Personnel for all related travel, housing and other expenses which such Personnel may be entitled to receive in connection with providing the Goods and/or performing the Services; and

4.5.3. withholding and paying applicable Irish and foreign payroll taxes and contributions, including, but not limited to, Irish state and local income taxes, Pay Related Social Insurance (PRSI), Universal Social Charge (USC), pension contributions, or any other similar obligation.

5. PRICES AND EXPENSES

5.1. In consideration for the Supplier's provision of the Goods and/or Services in accordance with the provisions of this Agreement, DCU shall pay the Supplier such prices as are set out in the relevant Purchase Order (which shall be deemed to include all applicable taxes (and shall show prices inclusive and exclusive of VAT), duties and levies and all packing, carriage, freight, shipping, insurance and delivery costs) and in accordance with DCU's standard payment terms.

5.2. Where alternative payment terms are agreed between the Parties a separate communication will be provided by DCU to the Supplier.

5.3. Following delivery of the Goods or Services, the Supplier shall send an invoice in the format indicated at Clause 5.4 below. Payment shall, unless otherwise stated on the Purchase Order or contract, be made within thirty (30) days of receipt of a correct, complete and appropriately vouched invoice at DCU, provided there is no dispute in relation to the provision of the relevant Goods and/or Services. In the event of any such dispute, payment may be withheld in respect of any disputed amount until the dispute is resolved.

5.4. Invoicing

5.4.1. Submitting a Valid Invoice / Credit Note

(a) A valid invoice / credit note should include the following information:
Be clearly addressed to Dublin City University or one of its subsidiary entities. The correct DCU legal entity name for an invoice / credit note is quoted in the "invoice to" box on the DCU purchase order. Please see Table 1 below for the correct legal name to apply for each entity within the DCU Group. Should you use an alternative naming convention (such as Designated Activity Company instead of DAC, or provide abbreviations, such as DCU instead of Dublin City University), this will result in your invoice / credit note not being scanned by the solution. Where a DCU legal entity uses a trading name, this can be included on a separate line on your invoice / credit note after the DCU Legal entity name.

Your full company name and address

A unique invoice number which we will record on our system and quote on your remittance advice or during any other correspondence with you

A clear description of the Goods and/or Services provided (For example, a narrative such as “per quotation” will not suffice

VAT/Tax registration/identification number (if applicable)

A breakdown of the goods and/or services clearly showing the net price, the quantities, the VAT rate, the VAT amount, and the total amount for each line on the invoice / credit note.

An overall total value for the net amount, the VAT amount, and the total amount due

A valid Purchase Order number

Table 1 DCU Group Entity Names

Dublin City University	DCU Educational Support Services DAC	Campus Property DAC
DCU Educational Trust	The DCU Ryan Academy DAC	Campus Residences DAC
Dublin Software Park DAC	DCU Invent DAC *	DCULS DAC
	UAC Management DAC **	Trispace DAC

* Includes DCU Alpha

** Trades as The Helix

5.4.2. Criteria for a Valid Electronic Invoice / Credit Note Submission

(b) Your invoice / credit note should adhere to the following criteria to be deemed a valid electronic document submission:

Your invoice/credit note must be emailed to invoices@dcu.ie in PDF format only.

One PDF file to represent one invoice/credit note document.

Supporting documents (e.g. architect’s certificates) must be incorporated into the same PDF file as the invoice/credit note and not sent separately within the e-mail submission, as each file is treated as a new document by the scanning solution.

The PDF file must not have security applied to it and should be included as an attachment to the email submitted to invoices@dcu.ie, and not for example embedded as a file in the email body.

The PDF file must not have Invalid characters (\ / : * ? < > |) in the filename.

Each PDF file should be uniquely named (such as supplier name followed by the invoice or credit note number, excluding any invalid characters).

Your invoice/credit note should be electronically typed and not handwritten.

Where possible PDF documents should be those originally generated by your system rather than scanned images of hard copy documents saved via a multi-function device.

It is recommended that PDF files are of a minimum resolution of 300dpi.

It is also recommended that the PDF file sizes be kept as low as possible. Documents such as JPEGs, Excel or Word do not constitute a valid invoice/credit note and therefore will not be processed. Equally, handwritten documents cannot be accepted.

5.5. The Supplier shall not be reimbursed any costs or expenses incurred by it or its Personnel in the course of providing the Goods and/or Services unless these are agreed in advance and in writing by DCU or expressly provided for in the Purchase Order. Any permitted expenses which are claimed must be properly vouched and supporting documentation shall be provided as a condition precedent to payment of the same.

5.6. DCU shall pay the Supplier any applicable Value Added Tax (VAT) at the rate and in the manner prescribed by law from time to time, provided VAT is shown separately on the relevant invoice. The Supplier shall, upon request, provide such information, as may be reasonably required by DCU regarding the amount of VAT charged on invoices submitted.

5.7. Professional Services Withholding Tax, if applicable, shall be deducted at the standard rate from any payments made by DCU for Services pursuant to the Purchase Order.

5.8. The Supplier shall hold a valid tax clearance certificate or e-tax clearance access number (or equivalent document) issued by the Tax Authority in Ireland and shall provide DCU with evidence that it holds this tax clearance certificate promptly upon request. The Supplier must provide this evidence for all sub-contractors, where requested by DCU.

5.9. Further information on how a Supplier can apply for a tax clearance certificate, can be found on Ireland's Tax Authority website www.revenue.ie.

5.10. No payments can be made by DCU to a Supplier without a valid tax clearance issued by the Tax Authority in Ireland being in place and provided to DCU.

5.11. The price payable shall, unless otherwise stated on the Particulars of Contract or the Purchase Order (if the Particulars are not used), be the price set out at the date of placing the Purchase Order. Prices shall not be subject to variation except with the written consent of DCU. DCU reserves the right to cancel the Purchase Order either in whole or in part in the event of any increase in the price between the date of placing the Purchase Order and the date of delivery.

6. CONFIDENTIALITY

6.1. The Supplier hereby agrees and undertakes that at any time during the Term, or after the termination or expiry of this Agreement:-

6.1.1. it shall not disclose or allow to be disclosed any Confidential Information to any third party whatsoever without the express prior written consent of DCU;

6.1.2. it shall not use or attempt to use any Confidential Information for any purpose other than that for which it was generated or disclosed or in any manner which may or may be likely to injure or cause loss (either directly or indirectly) to DCU or to assist any third party to gain any commercial advantage over or knowledge in relation to DCU;

6.1.3. it shall ensure that Confidential Information (save for Confidential Information which was disclosed orally and has not been reduced into writing or stored on any device or medium) is kept in a secure place at all times and is properly is protected against theft, loss or unauthorised access by third parties and shall only be disclosed to Personnel who need to know such information in order that the Goods and/or Services may be provided;

6.1.4. it shall ensure that its Personnel (including sub-Suppliers) are fully aware of and comply with these confidentiality provisions; and assume responsibility for ensuring the confidentiality of information disclosed to any such sub-Supplier; and

6.1.5. to give notice to DCU of any unauthorised misuse, disclosure, theft or loss of Confidential Information promptly upon becoming aware of the same.

6.2. In the event that the Supplier is compelled by law to disclose any Confidential Information, full details of any proposed disclosure will be given in writing to DCU in advance and any such disclosure will be limited to the minimum amount of Confidential Information required to satisfy the disclosure obligation.

6.3. Upon termination of this Agreement, for whatever reason, the Supplier agrees to furnish to DCU, all Confidential Information or at the written direction of DCU to destroy in a secure manner all (or such part or parts thereof as may be identified by DCU) Confidential Information in its possession and shall erase any Confidential Information held by the Supplier in electronic form. This shall be done within five (5) Working Days of DCU issuing the instruction to do so.

6.4. The Supplier will upon request furnish a certificate to that effect should DCU so request in writing. As an exception to its obligations under this Clause 6.4 the Supplier may retain one copy of the Confidential Information, in paper form (or in a secure, password protected electronic file) in the Supplier's legal files for the purpose of ensuring compliance with its obligations under this Agreement. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not.

6.5. The Supplier acknowledges that DCU does not make or give any representation, warranty or undertaking, express or implied, as to the accuracy, completeness or reasonableness of the Confidential Information. Accordingly, DCU shall not be liable for any loss or damage (whether direct, indirect or consequential) suffered by any person as a result of relying on any statement contained in or omitted from the Confidential Information.

6.6. 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 Supplier without the prior written consent of DCU.

6.7. If DCU has indicated within the Particulars of Contract (if applicable) that a Confidentiality Agreement is required, the Parties shall comply with the provisions of the DCU Confidentiality Agreement included in Schedule F.

7. DATA PROTECTION

7.1. In the course of providing the Goods and/or Services (as applicable) to DCU, the Supplier may obtain from DCU certain Personal Data. To the extent that the Supplier takes the relevant decisions regarding the means and purpose of such data processing, which is necessary in the performance of the Services/provision of the Goods, the Supplier shall act as a Data Controller (for the purposes of the Data Protection Legislation) and agrees to comply with the obligations under the Data Protection Legislation as applicable to it as a Data Controller, in particular in respect of the security of Personal Data.

7.2. In the course of the provision of Goods and/or Services to DCU, the Supplier may obtain from DCU certain Personal Data. To the extent that the Supplier processes such Personal Data based on the instruction, and on behalf, of DCU the Supplier shall act as a Data Processor. In the circumstances described in this Clause 7.2, the Data Processor shall comply with the provisions of Appendix 1 of these Terms and Conditions.

7.3. If DCU has indicated within the Particulars of Contract (if applicable) that a Data Processing Agreement is required, the Parties shall comply with the provisions of the Data Processing Agreement Addendum in Schedule E.

8. TERMINATION

8.1. Subject to any earlier termination in accordance with the provisions herein, this Agreement shall be for the duration of the Term.

8.2. Notwithstanding the foregoing, DCU may at any time during the Term, on giving the Supplier thirty (30) days' notice or such other period specified in the Particulars of Contract or the Purchase Order (if the Particulars of Contract are not used), terminate this Agreement for any reason whatsoever. In this event, it is expressly agreed that the Supplier shall be entitled to payment in respect of Goods and/or Services ordered prior to the date of termination only (provided they are subsequently delivered in accordance with the agreed terms) and the Supplier shall not have any other claim or demand for payment against DCU.

8.3. This Agreement may be terminated by DCU unilaterally forthwith by notice in writing to the Supplier if the Supplier (or its Personnel) at any time:-

8.3.1. commit any serious or persistent breach or non-observance of the terms or provisions of this Agreement which either cannot be remedied or, if capable of remedy, have not been remedied by the Supplier within such period as DCU may specify; or

8.3.2. are guilty of any fraud or serious misconduct or neglect in the discharge of his duties hereunder or be convicted of any criminal offence or commit any act of dishonesty; or

8.3.3. have a receiver, manager or examiner appointed over it or over any part of its undertaking or assets, or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or have a petition presented for its winding up or for the appointment of an examiner to it or shall enter into any composition or arrangement with its creditors or cease or threaten to cease to carry on its business; or

8.3.4. is unable to provide a warranty or representation in accordance with Clause 2.4; or

8.3.5. fails to deliver the Goods or perform the Services by the time specified within the Purchase Order or statements of work, unless otherwise expressly agreed to in writing by DCU; or

8.3.6. fails to comply with Garda vetting requirements as required under Clause 4.2; or
8.3.7. fails to comply with the provisions of Clause 6 (Confidentiality); or
8.3.8. does not remediate a Force Majeure Event occurs within the specified time period; or
8.3.9. fails to comply with Clause 10.1;
8.3.10. fails to comply with Clause 10.4;
8.3.11. has brought, or is likely to bring, DCU into disrepute (in the opinion of DCU); or

This Agreement may be terminated by DCU unilaterally forthwith by notice in writing to the Supplier if any of the circumstances listed in Regulation 57(1), 57(2) or 73 of the European Union (Award of Public Authority Contracts) Regulations 2016 (the "2016 Regulations") applied to the Supplier or its Personnel at the time of award or occur during the course of the Agreement, even if this Agreement was not subject to the 2016 Regulations.

8.4. The expiry or earlier termination of this Agreement shall not prejudice or affect any right of action, remedy or liability which shall have accrued or shall thereafter accrue to the Parties; neither shall it affect the coming into force or the continuance in force of any provision hereof or the Purchase Order which is expressly or by implication intended to come into or continue in force on or after such expiry or termination, including for the avoidance of doubt Clauses 2.4, 2.5, 2.7-2.10, 2.13, 3, 4.5, 6, 8, 9, 10, 11, and 12.

8.5. In the event of termination by DCU in accordance with Clause 8.3, DCU is entitled to damages as if the termination was for the Supplier's repudiation of the Agreement.

9. INDEMNITY

9.1. The Supplier is engaged for its ability to provide the Goods and/or Services with expertise and DCU shall rely on such expertise. In the event that DCU suffers any loss or damage arising from any act or omission or breach of this Agreement or any statutory duty by the Supplier or its Personnel, the Supplier shall be liable for such loss or damage in full. The Supplier shall indemnify, hold harmless and defend DCU and its officers, directors, employees and agents from and against all loss, liabilities, claims, actions, proceedings, damages and costs (including legal costs) howsoever arising and whatsoever suffered or incurred by DCU in relation to this Agreement arising from any default, negligence, act or omission of the Supplier or its employees, sub-contractors, agents or representatives' performance or non-performance of the Agreement.

This Clause 9.1 shall survive termination of the Agreement.

10. INSURANCE, LIABILITY AND GENERAL PROVISIONS

10.1. The Supplier shall take out and maintain in force during the Term the necessary levels of insurance as specified in the Particulars of Contract or in the Purchase Order (if the Particulars of Contract are not used) with a reputable insurance company as may be required to cover any potential liability under this Agreement, including all usual risks which may arise pursuant to this Agreement (which shall be sufficient to cover the replacement value of any Goods, Services or property which may be damaged) and all insurances that are required by law. The Supplier shall upon request produce to DCU copies of relevant policies and evidence that premiums have been paid. However, neither inspection nor receipt of such copies shall constitute acceptance by DCU of the terms thereof nor waiver of the Supplier's responsibility thereunder.

10.2. DCU shall not in any event be liable to the Supplier for any indirect, consequential or special losses or damages or for any loss of revenue or profits, howsoever incurred, and this Agreement shall not be interpreted or construed to create such liability. Liability is not limited or excluded where such limitation or exclusion is not permitted by law.

10.3. Additional terms and conditions relevant to the performance of the Services and/or provision of the Goods (if any) are set out in the Purchase Order and/or contract (where applicable).

10.4. The Parties agree at all times in performing their obligations under this Agreement to comply with the Ethics in Public Office Act 1995, as amended. The Supplier shall not give, provide or offer to any employee, servant or agent of DCU a loan, fee, reward, gift, advantage, benefit or other payment unless it is provided for in this Agreement. The Supplier confirms that it has carried out a conflicts of interest check and is satisfied that it has no conflicts in relation to the Goods or Services and its obligations undertaken under this Agreement. The Supplier hereby undertakes to advise DCU forthwith should any conflict of interest come to its attention during the currency of this Agreement and to comply with DCU's directions in respect thereof.

10.5. In accordance with Section 11(9) of the Freedom of Information Acts 1997-2014, as amended (the "Acts"), any record in the possession of the Supplier shall insofar as it is related to the Services provided hereunder, and insofar as those Services are provided for DCU, be deemed for the purpose of the Acts to be held by DCU and shall be made available by the Supplier to DCU upon request for retention by DCU for such period as DCU considers reasonable in the circumstances. The Supplier acknowledges and accepts that it may be necessary for DCU to release such records to third parties to comply with requests for records made pursuant to the Acts.

10.6. No delay or failure in performance by either Party hereto shall constitute default hereunder or give rise to any claim for damages or loss including anticipated profits if such delay or failure is caused by Force Majeure Event. Where the Supplier is affected by the Force Majeure Event they will notify DCU as soon as practicable after the Force Majeure Event ceases and unless otherwise instructed by DCU, the Supplier shall recommence performance as soon as possible after the Force Majeure Event has ceased.

10.7. The Force Majeure Event notification will include details of the event, including evidence of its effect on the obligations of the Party affected and any action proposed to mitigate its effect. If any such delay or failure in performance persists for twenty-eight (28) days or more, DCU shall have the right to terminate this Agreement by giving notice in writing to the Supplier.

10.8. If any sum of money shall be due from the Supplier to DCU, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under this Agreement or any other agreement with DCU.

10.9. The Supplier shall not sub-contract any aspect of the provision of Goods or Services to any third party without the prior written consent of DCU. In the event that DCU does consent to a sub-contractor, the Supplier shall remain fully responsible for the provision of the Services and the acts and omissions of that sub-Supplier as if they were its own.

10.10. The Supplier shall also maintain during the Term and for six (6) years thereafter records and documentation relating to the sub-Supplier and the Services provided by it and shall make same available to DCU upon request.

10.11. This Agreement shall be assignable in whole or in part by DCU but shall not be assignable by the Supplier.

10.12. The Supplier shall act at all times as an independent Supplier. Nothing contained in this Agreement and no action by the Parties pursuant to this Agreement, shall constitute or be deemed to constitute or imply a joint venture, partnership, association or principal-agent relationship between the Parties; and neither Party by virtue of this Agreement shall have the right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.

10.13. This Agreement shall enure to the benefit of and be binding upon the respective Parties hereto and their respective heirs, administrators, successors and permitted assigns.

10.14. This Agreement may only be amended by written agreement of the authorised representatives of the Parties.

10.15. The rights of DCU shall not be prejudiced or restricted by any indulgence or forbearance extended to the Supplier, and no waiver by DCU in respect of any breach will operate as a waiver in respect of any subsequent breach. No failure or delay by DCU in exercising any rights or remedy will operate as a waiver thereof, nor will any single or partial exercise or waiver of any right or remedy by DCU prejudice its further exercise or the exercise of any other right or remedy by DCU.

10.16. The provisions of this Agreement, and the rights and remedies of the Parties under this Agreement, are cumulative and without prejudice and in addition to any rights or remedies which a party may have at law or in equity. No exercise by a party of any one right or remedy under this Agreement or at law or in equity shall (save to the extent, if any, provided expressly in this Agreement, or at law or in equity) operate so as to hinder or prevent the exercise the exercise by it by any other such right or remedy.

10.17. Each of the provisions in this Agreement are distinct and severable, and if any provision, or part of a provision is held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority, it shall to that extent be deemed not to be part of this Agreement and the enforceability, legality and validity of the remainder of this Agreement will not be affected.

10.18. In the event of any dispute between the Parties in relation to this Agreement, the first level representatives of the Parties shall endeavour to resolve it within thirty (30) days of the matter being referred to them. If they are unable to resolve the dispute within this period the matter shall be referred to the second level representatives of the Parties, who shall endeavour to resolve it within a further thirty (30) days from the date it was referred to them. In the event that they are unable to resolve the dispute within this period, the Parties may seek to resolve the dispute in the Irish Courts unless they agree to use some other dispute resolution procedure.

10.19. This Agreement (including the Purchase Order, the Particulars of Contract (if used) and any documents referred to specifically therein) supersedes all prior representations, arrangements, understanding and agreements between the Parties and sets forth the entire complete and exclusive agreement and understanding between the Parties relating to the subject matter hereof. It is expressly agreed, without prejudice to the foregoing, that any standard terms or conditions of sale or supply of the Supplier (including those which appear on any invoice furnished by the Supplier in the course of providing the Goods and/or Services) shall not be applicable. If there is any inconsistency or conflict between these Terms and Conditions and any terms or conditions stated on the face of a Purchase Order, the latter shall take precedence.

10.20. Any notice or other communication required to be given under this Agreement shall be in writing addressed to the relevant party at the address set out in this Agreement for such party (and in the case of notices sent to DCU, these shall be addressed to the 'Strategic Procurement and Supply Chain Manager') specifically and may be sent by prepaid registered post or email. Any such notice or other communication will be deemed to have been duly served or given:

10.20.1. in the case of posting thirty-six (36) hours after despatch; or

10.20.2. in the case of email, on senders' receipt of the transmission receipt.

10.21. If notice is not given or served during usual business hours on a day other than a Saturday or Sunday or a statutory or public holiday in Ireland it will be deemed to have been given or served on the next day which is not a Saturday or Sunday or a statutory or public holiday.

10.22. DCU accepts no liability whatsoever for Goods, supplies or Services not ordered on the official order form and invoices for such supplies or Services not officially ordered will not be honoured.

10.23. Without prejudice to any general right to damages under this Agreement where the Supplier fails to deliver the Goods and/or Services within the delivery dates as specified in the Purchase Order or Particulars of Contract (where applicable), DCU may apply Liquidated Damages as per the provisions of the Particulars of Contract (where applicable). The Parties acknowledge that the Liquidated Damages are a genuine pre-estimate of DCU's losses in the event of late delivery.

11. DISPUTES

11.1. 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.

11.2. The Dispute shall be referred as soon as practicable to one or more of the following persons:

11.2.1. within the Supplier Company:

(c) the Supplier's Business Manager, Account Manager (or similar titled position);

(d) the Supplier's senior management representative / director; and

(e) the Supplier's Contact; and

11.2.2. within DCU;

(f) the DCU Contact; and

(g) the Strategic Procurement and Supply Chain Manager at DCU.

11.2.3. Each Party shall advise the other Party within ten (10) days of any alterations to their primary contacts (the Supplier's Contact, and DCU's Contact).

11.2.4. 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 relevant persons outlined in Clause 11.2.1, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

11.2.5. 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 the Centre for Effective Dispute Resolution (CEDR) in Ireland to appoint a mediator.

11.2.6. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Working Days of his/her appointment.

11.2.7. 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.

11.2.8. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, be suspended or be delayed by the reference of a dispute to mediation. The Supplier shall comply fully with the requirements of the Agreement at all times.

11.3. This Agreement shall in all respects be construed in accordance with Irish law, and the Parties hereto submit to the exclusive jurisdiction of the Irish Courts.

12. INTELLECTUAL PROPERTY

12.1. The Supplier hereby irrevocably assigns with full title guarantee to DCU and DCU Affiliates (including their successors and assigns) any Intellectual Property Rights generated as part of the delivery of the Goods, Services or creation of the Deliverables. The Supplier shall waive or procure a waiver of any moral rights subsisting in the same. The Supplier shall also (if required to do so by DCU), without charge to DCU, execute all documents and do all such acts as DCU may require to perfect the assignment under this Clause 12.1. For the avoidance of doubt, nothing in this Clause 12.1 shall require the assignment of Pre-existing IPR by the Supplier.

12.2. DCU grants to the Supplier a royalty-free non-exclusive licence to use DCU's Pre-existing IPR for the Term to the extent necessary to enable the Supplier to fulfil its obligations under this Agreement. Save as expressly set out in this Clause 12, all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

12.3. The Supplier hereby grants to DCU and DCU Affiliates a perpetual, royalty-free and non-exclusive licence to use any Pre-existing IPR subsisting in the Deliverables for the purpose of DCU receiving the benefit of the Agreement. This licence shall include the right to grant sub-licences.

12.4. Nothing in this Agreement shall prohibit or be deemed to prohibit the Supplier from providing goods or services similar to the Goods or Services specified on the Purchase Order or Contract documents, to any party other than the Parties hereto. In no event shall the Supplier be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Goods or Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Goods or Services.

12.5. The Supplier hereby undertakes that all Pre-existing IPR in the Deliverables are owned by or used with the consent of the owner.

12.6. The Supplier hereby indemnifies and shall keep and hold DCU harmless from and in respect of all and any loss, damages, action, claim, costs, expenses or demands for infringement of any Intellectual Property Rights in respect of Deliverables, Goods and/or the Services and/or in respect of royalties or damages arising therefrom.

12.7. The Supplier warrants that any necessary consents and/or licences for any software, instrument, modality, methodology and Intellectual Property Rights required by this Clause 12 are obtained and in place before they are required for the Deliverables, Goods or Services (to include but not be limited to ensuring that DCU shall be vested with all necessary rights so as to enable DCU to enjoy the benefit of the Goods and Services for its business purposes).

12.8. Upon the termination of this Agreement for whatever reason, the Supplier shall immediately deliver up to DCU all the Materials prepared up to the date of termination. The provisions of this Clause 12 will survive the expiration or termination of this Agreement for any reason.

Appendix 1 – Data Processing

DCU is committed to safeguarding the privacy rights of individuals in relation to the processing of their Personal Data. That commitment encompasses adherence to all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Data Protection Legislation.

1. The below Clauses set out the Supplier's obligations where it acts as a data processor on behalf of DCU in accordance with Clause 7.2 of the Terms and Conditions. Defined terms that are used in this Appendix 1 which are defined in the GDPR shall have the meaning set out in the GDPR or as otherwise defined in these Terms and Conditions.
2. The processing of data within the United Kingdom shall be in accordance with the European Commission Adequacy dated 28 June 2021, pursuant to Regulation (EU) 2016/679.
3. In performing the Services/providing the Goods for and behalf of DCU, the Supplier may Process Personal Data as a Data Processor on behalf of DCU, as the Data Controller. Therefore, for the purposes of Article 28(3) of the GDPR, that in performing the Services on behalf of DCU, with effect from 25 May 2018, the Supplier confirms that it shall:
    - 3.1 only Process Personal Data provided by DCU ("DCU Data") in accordance with, and for the purposes set out in, DCU's documented instructions from time to time (including under the Terms and Conditions and any Purchase Order);
    - 3.2 ensure that no DCU Data will be transferred or processed outside the EEA without the prior written authorisation of DCU (and only then based on appropriate safeguards in accordance with Data Protection Legislation);
    - 3.3 ensure that all Supplier staff, employees, personnel and Suppliers who are authorised by the Supplier to Process DCU Data have committed themselves to confidentiality obligations in respect of such activities;
    - 3.4 implement appropriate technical and organisational measures to:
        - 3.4.1 protect DCU Data against unauthorised or unlawful Processing and against accidental or unlawful loss, destruction, damage, alteration, or disclosure in accordance with Article 32 of the GDPR;
        - 3.4.2 report any Personal Data Breach relating to DCU Data without undue delay, and in any event within 24 hours of becoming aware such incident, in accordance with the requirements of Articles 33 and 34 of the GDPR;
        - 3.4.3 promptly assist DCU in responding to Data Subjects who exercise the rights of the Data Subjects under Articles 12 to 23 of the GDPR in respect of DCU Data; and
        - 3.4.4 allow for and contribute to audits where reasonably required to for DCU to demonstrate compliance with these Clauses and Article 28 of the GDPR;
    - 3.5 assist DCU in discharging its duties pursuant to Articles 35 and 36 of the GDPR in respect of DCU Data by providing DCU with information reasonably required by DCU to complete a data protection impact assessment;
    - 3.6 cease processing DCU Data upon the termination or expiry of the relevant agreement save to the extent that the Supplier is required to retain DCU Data on the Supplier's files for evidential, legal, audit or compliance purposes in which the Supplier will archive and delete DCU Data in accordance with applicable law;
    - 3.7 notify DCU as soon as reasonably practicable about any legally binding request for disclosure of DCU Data received by the Supplier from a law enforcement, regulatory body, data protection supervisory authority or other competent authority unless prohibited by law from doing so.
4. The Supplier shall not sub-contract to any third party the Processing of DCU Data unless:

4.1 the Supplier has a written agreement which imposes the equivalent obligations on the third party sub-processor as are imposed on the Supplier under this Appendix; and

4.2 the Supplier has obtained the prior written consent of DCU.

IN WITNESS whereof the Parties or their duly authorised representatives have executed this Contract and the above Schedules on the date set out below.

Authorised Signatory
Signed for and on behalf of DCU

By:

(Signature) ______________________________________

Name:

Title:

Date:________________________

Authorised Signatory
Signed for and on behalf of the Supplier

By:

(Signature) ______________________________________

Name:

Title:

Date:______________________