DIGITAL MANUFACTURING IRELAND

FRAMEWORK AGREEMENT

for the Supply of Electricity

Single-Supplier Framework Agreement

Competition Reference: DMI-ELEC-2026-01

Document B of the Procurement Document Suite

Between Digital Manufacturing Ireland and [SUPPLIER NAME]

DRAFT FOR ISSUE WITH REQUEST FOR TENDERS – [DATE]

Digital Manufacturing Ireland • Advanced Manufacturing Centre
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THIS FRAMEWORK AGREEMENT is made on [DATE]

BETWEEN:

(1) **DIGITAL MANUFACTURING IRELAND** ("**DMI**"), a company limited by guarantee incorporated in Ireland [company number: ●], whose principal place of business is at the Advanced Manufacturing Centre, National Technology Park, Plassey Park Road, Castletroy, Limerick, Ireland, V94 237R; and

(2) **[SUPPLIER NAME]** (the "**Supplier**"), a company incorporated in [●] under registration number [●] whose registered office is at [●], holder of an electricity supply licence granted by the Commission for Regulation of Utilities.

WHEREAS:

(A) DMI conducted an open procedure competition under reference DMI-ELEC-2026-01 (the "**Competition**") pursuant to Directive 2014/24/EU and the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016), advertised by contract notice published on eTenders and in the Official Journal of the European Union, for the establishment of a single-supplier framework agreement for the supply of electricity to DMI premises.

(B) Following evaluation of tenders in accordance with the Request for Tenders, the Supplier was identified as the successful tenderer and DMI has appointed the Supplier as the sole supplier under this Framework Agreement.

(C) This Framework Agreement establishes the terms on which the Supplier shall supply electricity to Supply Points activated by DMI during the Term. It does not oblige DMI to purchase, and does not entitle the Supplier to supply, any minimum volume of electricity or number of Supply Points.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Framework Agreement, unless the context otherwise requires:

"**Charges**" means the Tendered Charges and the Pass-Through Charges, together with applicable Taxes, and no other amount whatsoever;

"**Change in Law**" means the coming into force, amendment, repeal or change in the interpretation or application by a competent authority of any law, statutory instrument, licence condition, direction or decision of the CRU, the Trading and Settlement Code, market code, or other regulatory instrument applicable to the supply of electricity in Ireland, in each case occurring after the Tender Deadline;

"**Commencement Date**" means the date of this Framework Agreement;

"**CRU**" means the Commission for Regulation of Utilities or any successor regulator;

"**Framework Maximum Value**" means €1,880,000.00 maximum framework value ex VAT, per RFT paragraph 2.5 exclusive of VAT;

"**Guarantees of Origin**" or "**GOs**" means guarantees of origin for electricity from renewable sources issued in accordance with Directive (EU) 2018/2001 and applicable Irish implementing measures;

"**Initial Site**" means DMI's Advanced Manufacturing Centre, National Technology Park, Plassey Park Road, Castletroy, Limerick, V94 237R, as identified in Schedule 2;

"**KPI Schedule**" means Schedule 5 (Contract Management and KPI Schedule);

"**Management Fee**" means the fixed fee per MPRN per month tendered by the Supplier in the Pricing Schedule, which is the only supplier administration or management charge payable under this Framework Agreement;

"**MPRN**" means a Meter Point Registration Number assigned by ESB Networks DAC to a connection point on the distribution or transmission system;

"**Order Form**" means a Site Addition / MPRN Order Form substantially in the form set out in Schedule 4, issued by DMI to the Supplier;

"**Pass-Through Charges**" means the charges described in clause 9.1, passed through to DMI at cost without addition, uplift, margin, rounding to the Supplier's benefit, or administration charge of any kind;

"**Pricing Schedule**" means Schedule 3, comprising the Supplier's completed Pricing Schedule and Evaluation Model workbook submitted in the Competition;

"**Re-Fix Mechanism**" means the price re-fixing mechanism set out in clause 10;

"**Renewal Margin**" means the fixed margin in cent per kWh tendered by the Supplier in the Pricing Schedule, applicable to the construction of unit rates for each Supply Period after the first;

"**RFT**" means DMI's Request for Tenders reference DMI-ELEC-2026-01, including its appendices and any clarifications issued by DMI in the Competition;

"**Specification**" means Schedule 1 (Specification);

"**Supplier Terms**" means the Supplier's standard terms and conditions for the supply of electricity, in the version scheduled at Schedule 6 and incorporated only as provided in clause 16;

"**Supply Period**" means (a) the period from the first Supply Start Date to the following 30 September (or, if DMI so elects in the first Order Form, to the first anniversary of the first Supply Start Date), and (b) each successive period of twelve months thereafter during the Term (the final Supply Period ending on expiry or termination);

"**Supply Point**" means an MPRN at premises owned, occupied or controlled by DMI which has been activated for supply under this Framework Agreement by an Order Form;

"**Supply Start Date**" means, for a Supply Point, the date on which the Supplier becomes the registered supplier for the relevant MPRN and supply under this Framework Agreement commences;

"**Taxes**" means value-added tax, electricity tax under Chapter 1 of Part 2 of the Finance Act 2008, and any other tax or statutory levy properly chargeable on the supply of electricity, in each case at the rate prescribed by law from time to time;

"**Tender**" means the Supplier's tender submitted in the Competition, including its completed Pricing Schedule and quality responses;

"**Tender Deadline**" means the deadline for receipt of tenders stated in the RFT;

"**Tendered Charges**" means the charges tendered by the Supplier in the Pricing Schedule, namely the unit rates for each tariff period, the Management Fee, the Renewal Margin, and any other charge expressly identified in the Pricing Schedule as a supplier-controlled charge, and no other supplier charge;

"**Term**" has the meaning given in clause 2.2; and

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

1.2 Headings are for convenience only. References to clauses and Schedules are to clauses of, and Schedules to, this Framework Agreement. The Schedules form part of this Framework Agreement. References to legislation include that legislation as amended, replaced or re-enacted. "Including" means including without limitation. References to writing include email.

2. FRAMEWORK STRUCTURE, TERM AND STATUS

2.1 This Framework Agreement is a single-supplier framework agreement within the meaning of Regulation 33 of the European Union (Award of Public Authority Contracts) Regulations 2016. Supply Points are activated by Order Form in accordance with clause 5 on the terms laid down in this Framework Agreement, without reopening competition and without renegotiation of the terms of this Framework Agreement.

2.2 This Framework Agreement commences on the Commencement Date and, unless terminated earlier in accordance with its terms, expires on the fourth anniversary of the Commencement Date (the "**Term**"). The Term shall not be extended beyond four years.

2.3 Expiry or termination of this Framework Agreement does not of itself terminate supply to Supply Points then registered to the Supplier: the Supplier shall continue supply to each such Supply Point at the Charges then in force until the earlier of (a) completed transfer of that Supply Point to a replacement supplier in accordance with clause 31, and (b) the date six months after expiry or termination. No new Supply Point may be activated, and no Order Form may be issued, after expiry or termination or once the Framework Maximum Value has been reached.

3. NO MINIMUM COMMITMENT; NO EXCLUSIVITY

3.1 DMI gives no guarantee, warranty or undertaking as to any minimum or maximum volume of electricity to be consumed, expenditure to be incurred, number of Supply Points or MPRNs to be activated or maintained, or duration for which any Supply Point will remain registered to the Supplier. All consumption figures in the procurement documents and Schedule 2 are indicative only.

3.2 Nothing in this Framework Agreement grants the Supplier exclusivity. DMI may at its discretion procure electricity or related services for any premises outside this Framework Agreement, including where a premises is subject to landlord-controlled or third-party supply arrangements.

3.3 The Supplier is not entitled to any payment, compensation, take-or-pay amount, volume reconciliation charge or termination fee by reason of actual consumption, sites or spend being lower than any estimate, or by reason of the removal, closure, transfer or de-registration of any Supply Point in accordance with this Framework Agreement.

4. SCOPE AND FRAMEWORK MAXIMUM VALUE

4.1 This Framework Agreement covers the supply of electricity, and the associated account management, billing, data, reporting and market-facing services described in the Specification, to: (a) the Initial Site; and (b) any other premises, buildings, connections, meters or MPRNs in the State owned, occupied or controlled by DMI (or by any successor body to DMI's functions) during the Term, including premises acquired, leased, constructed or brought into operation after the Commencement Date, and including temporary supplies, builder's supplies and unmetered or NQH/QH connections ancillary to DMI's operations.

4.2 The aggregate value of all supplies under this Framework Agreement shall not exceed the Framework Maximum Value. When the Framework Maximum Value is reached this Framework Agreement is exhausted and no further Order Form may be issued, without prejudice to continuity of supply under clause 2.3 for Supply Points already activated. DMI shall monitor cumulative spend and the parties shall review cumulative spend at each governance meeting under the KPI Schedule.

4.3 Variations to this Framework Agreement may be made only in accordance with clause 33 and Regulation 72 of the European Union (Award of Public Authority Contracts) Regulations 2016.

5. ACTIVATION, ADDITION, REMOVAL AND MODIFICATION OF SUPPLY POINTS

5.1 DMI may activate a Supply Point at any time during the Term (prior to exhaustion under clause 4.2) by issuing an Order Form identifying the premises, MPRN (or connection details where an MPRN is pending), required Supply Start Date and any site-specific information. No mini-competition, further competition or renegotiation applies. The Supplier shall acknowledge each Order Form within two Working Days.

5.2 For each activated Supply Point the Supplier shall supply electricity on the terms of this Framework Agreement at the Charges determined under clauses 8 to 10. Unit rates applicable to a Supply Point added during a Supply Period shall be the rates for that Supply Period applicable to the relevant tariff category, constructed where necessary for a new tariff category in accordance with clause 10.6.

5.3 DMI may by written notice: (a) remove or de-register a Supply Point (including on sale, lease expiry, closure, demolition or vacancy of premises); (b) transfer a Supply Point to a replacement supplier; (c) notify a change of tenancy or occupancy affecting a Supply Point; (d) require disconnection, de-energisation or re-energisation via ESB Networks; or (e) notify changes to MIC, metering configuration, connection agreement or tariff group. The Supplier shall process each such notice promptly, within applicable market timelines, and without charge other than third-party network charges passed through at cost under clause 9.

5.4 Where premises are vacant or consumption is nil, the Supply Point remains subject to this Framework Agreement and only Charges properly arising (including standing and capacity elements of Pass-Through Charges and the Management Fee) are payable. The Supplier shall, on request, advise DMI on minimising charges for vacant premises, including MIC review.

5.5 The Supplier shall maintain and provide to DMI monthly an accurate register of all Supply Points, in the format described in Schedule 7.

6. COMMENCEMENT OF SUPPLY, REGISTRATION AND SWITCHING

6.1 The Supplier shall manage the change-of-supplier and registration process for each Supply Point in accordance with the applicable market design, retail market processes and ESB Networks procedures, so that the Supplier becomes the registered supplier by the required Supply Start Date or, where market timelines make that date unachievable, the earliest date those timelines permit. The Supplier shall keep DMI informed of progress and of any objection, rejection or delay, and shall use all reasonable endeavours to resolve it.

6.2 The Supplier shall not levy any registration, switching, connection administration, mobilisation or set-up charge. DMI is responsible for terminating its arrangements with any incumbent supplier; the Supplier shall provide reasonable cooperation and shall coordinate transfer dates and readings to avoid gaps or overlaps in supply and billing.

6.3 If a Supply Point is transferred to the Supplier, or away from the Supplier, in error (an erroneous transfer), the Supplier shall follow the applicable market erroneous-transfer procedures promptly, restore the correct registration, cancel or correct any invoices affected, and ensure DMI bears no cost arising from the error other than Charges properly payable for electricity actually consumed at correct rates.

7. METERING, CONSUMPTION DATA AND DATA QUALITY

7.1 Metering assets are provided and maintained by ESB Networks. The Supplier shall: (a) use actual meter data wherever available and estimate only where actual data is unavailable, using the applicable market estimation methodology; (b) clearly identify estimated data on invoices and reports; (c) promptly seek replacement reads or corrections where estimates prove materially inaccurate and re-bill accordingly; (d) support DMI in arranging meter exchanges, upgrades (including smart, interval or QH metering), MIC changes and connection alterations with ESB Networks; and (e) notify DMI of metering or data faults affecting a Supply Point of which it becomes aware, within five Working Days.

7.2 The Supplier shall provide consumption and charge data for each Supply Point in accordance with Schedule 7, including interval data where the metering configuration supports it, at no additional charge.

8. CHARGES – GENERAL AND TENDERED CHARGES

8.1 In consideration of the supply of electricity and performance of the Specification, DMI shall pay the Charges. The Charges are the entire remuneration of the Supplier. The Supplier shall not invoice, and DMI shall not be liable for, any charge, fee, uplift, premium, surcharge, rounding, deposit, security, credit-cover cost or other amount not expressly identified in the Pricing Schedule as a Tendered Charge or properly comprised in the Pass-Through Charges or Taxes. Any purported charge in breach of this clause is irrecoverable and, if paid, repayable on demand.

8.2 The Tendered Charges for the first Supply Period are as set out in the Pricing Schedule and are firm and not subject to increase during the first Supply Period, save only as provided in clauses 9 (Pass-Through Charges), 10 (Re-Fix Mechanism, which applies from the second Supply Period) and 11 (Change in Law).

8.3 The Management Fee and the Renewal Margin are fixed for the entire Term and shall not be increased, indexed or supplemented in any circumstances other than under clause 11.

8.4 Unit rates are exclusive of Pass-Through Charges and Taxes and inclusive of all wholesale energy, balancing, shaping, imbalance, credit, hedging, licence, market participation and supplier operating costs, all costs of procuring and retiring Guarantees of Origin where required under clause 14, and the Supplier's profit.

9. PASS-THROUGH CHARGES

9.1 The following, and only the following, are Pass-Through Charges: (a) Distribution Use of System (DUoS) charges of ESB Networks, including standing, capacity, unit, low power factor and excess capacity elements; (b) Transmission Use of System (TUoS) charges; (c) capacity market / system capacity charges; (d) SEM/I-SEM market operator charges, imperfection charges and other system charges established under the Trading and Settlement Code and applied uniformly to suppliers; (e) the Public Service Obligation levy; and (f) any charge of the same regulated, statutory or market-wide character introduced, replaced or restructured after the Tender Deadline. Electricity tax and VAT are Taxes and are likewise passed through at the statutory rate.

9.2 Each Pass-Through Charge shall be passed through to DMI at the exact cost lawfully incurred by the Supplier for the relevant Supply Point, at the tariff rates approved or set by the CRU or the relevant market or statutory body from time to time, with no addition of any kind. Pass-Through Charges shall be itemised separately on each invoice, by charge type, and shall change only when and to the extent the underlying regulated tariff, levy or statutory rate changes (normally with effect from 1 October in each year for network tariffs).

9.3 On request, and in any event on each annual tariff reset, the Supplier shall provide DMI with a statement reconciling the Pass-Through Charges invoiced to the published or notified underlying tariffs, and shall on request provide reasonable supporting evidence. Errors shall be corrected, and over-recoveries repaid or credited, promptly on identification.

9.4 The Supplier bears sole responsibility for correctly applying DUoS groups, TUoS categories, MIC and metering configuration data to the calculation of Pass-Through Charges, and shall proactively notify DMI where a different configuration (including a MIC adjustment) would reduce DMI's Pass-Through Charges.

10. PRICE RE-FIX MECHANISM (SECOND AND SUBSEQUENT SUPPLY PERIODS)

10.1 Not later than forty Working Days before the start of each Supply Period after the first, the Supplier shall deliver to DMI a re-fix proposal setting out firm unit rates for each tariff period and tariff category for the forthcoming Supply Period, constructed strictly as: (a) the Wholesale Cost Component determined under clause 10.2; plus (b) the Renewal Margin; and nothing else. The Management Fee continues unchanged.

10.2 The "**Wholesale Cost Component**" is the Supplier's bona fide, market-reflective cost of procuring the forecast consumption profile of the Supply Points for the forthcoming Supply Period, calculated in accordance with the transparent methodology set out in the Supplier's Tender (which shall identify the forward market products, quotation sources and profile/shape assumptions used), applying forward market prices for the Single Electricity Market prevailing on the pricing date(s), evidenced by contemporaneous quotations or published forward curves.

10.3 The re-fix proposal shall be open-book: it shall show the derivation of each unit rate, the market data relied on and its date, and shall be accompanied by the evidence described in clause 10.2. DMI may (itself or through an adviser bound by confidentiality) verify the derivation, and clause 25 (Audit) applies.

10.4 DMI shall confirm acceptance of a compliant re-fix proposal, or identify non-compliance with the mechanism, within fifteen Working Days. A dispute as to compliance is a dispute under clause 35; pending resolution the Supplier shall continue supply and the previous Supply Period's unit rates apply provisionally, with a reconciliation (either direction, without interest if settled within twenty Working Days of resolution) once resolved.

10.5 At DMI's option, exercisable by notice, a re-fix under this clause may be requested for a period of up to twenty-four months rather than twelve, or on more than one pricing date (tranched fixing), and the Supplier shall price accordingly on the same open-book basis.

10.6 Where a Supply Point added during the Term falls in a tariff category for which no unit rate then exists, the Supplier shall construct the rate for the remainder of the current Supply Period using the same methodology (Wholesale Cost Component for the residual period plus Renewal Margin), open-book, within ten Working Days of the Order Form.

10.7 For the avoidance of doubt, the Supplier has no right to adjust unit rates within a Supply Period, whether for wholesale market movements, volume variances, consumption profile changes, weather, or otherwise, save under clause 11.

11. CHANGE IN LAW

11.1 A Change in Law whose effect is captured by the Pass-Through Charges or Taxes (including any change in a regulated tariff, levy or tax rate) is dealt with exclusively under clauses 9 and 1.1 ("Taxes") and gives no entitlement to adjust Tendered Charges.

11.2 If any other Change in Law directly increases or decreases the Supplier's net cost of supplying the Supply Points, and the change is not general economic, market-price or business risk, either party may propose an adjustment to the affected Tendered Charges, confined to the demonstrable net cost effect, evidenced open-book. Any adjustment must be agreed in writing, must comply with Regulation 72, and applies from the date the Change in Law takes effect. Disputes are resolved under clause 35.

12. BILLING AND PAYMENT

12.1 The Supplier shall invoice monthly in arrears, per Supply Point, and shall in addition provide a consolidated statement across all Supply Points where more than one is active. Invoices shall be electronic, in the format described in Schedule 7, addressed as directed by DMI, valid for VAT purposes, and shall itemise for each Supply Point and billing period: MPRN, tariff category, meter readings (actual/estimated flagged), consumption by tariff period, each Tendered Charge, each Pass-Through Charge by type, Taxes, and totals.

12.2 DMI shall pay correctly submitted and undisputed invoices in accordance with prompt payment obligations applicable to public bodies, and in any event within thirty days of receipt of a valid invoice, by electronic funds transfer. Late payment interest, where properly due, is as provided by the European Communities (Late Payment in Commercial Transactions) Regulations 2012; no other late-payment or administration charge applies.

12.3 DMI may withhold payment of any amount genuinely disputed in good faith, paying the undisputed balance. The Supplier shall not suspend, de-energise or threaten to suspend supply, nor demand a deposit or security, by reason of a genuinely disputed amount, and in no case without complying with all applicable regulatory protections and giving DMI not less than twenty Working Days' written notice escalated under the KPI Schedule.

12.4 Billing queries shall be handled within the timescales in the KPI Schedule. Where an invoice is found to be incorrect the Supplier shall issue a credit note and corrected invoice within ten Working Days of resolution. Neither party may recover amounts relating to periods more than twenty-four months before the date of first notification of the relevant error, except in the case of fraud or amounts arising from ESB Networks data corrections outside the Supplier's control.

13. RENEWABLE ELECTRICITY AND GUARANTEES OF ORIGIN

13.1 Where DMI has specified in the Order Form or the Pricing Schedule that supply to a Supply Point is to be certified 100% renewable, the Supplier shall procure and cancel Guarantees of Origin equal to the metered consumption of that Supply Point for each Supply Period, and shall provide annual certification, and evidence of GO cancellation in the relevant registry, within three months of each Supply Period end. Unit rates tendered as "green" rates are inclusive of all GO costs.

13.2 The Supplier shall provide, annually and on reasonable request, its published fuel mix disclosure and the data DMI reasonably requires for sustainability, climate and energy reporting (including for Scope 2 reporting on both location and market bases and reporting to the SEAI Monitoring and Reporting system where applicable), in accordance with Schedule 7.

14. ACCOUNT MANAGEMENT, SUPPORT AND COMPLAINTS

14.1 The Supplier shall provide the named account manager, deputy, support channels, escalation route and complaints process described in its Tender and the KPI Schedule, and shall perform account management, query resolution and reporting in accordance with the Specification and the service levels in the KPI Schedule.

14.2 The Supplier shall attend the governance meetings, and provide the performance reports, described in the KPI Schedule.

15. BUSINESS CONTINUITY AND SUPPLY CONTINUITY RISK

15.1 The Supplier shall maintain business continuity arrangements proportionate to its obligations, and shall notify DMI promptly (and in any event within two Working Days) of any event reasonably likely to threaten its ability to supply, including material credit-cover, licence, insolvency-related or market-suspension events.

15.2 The parties acknowledge that physical continuity of supply on supplier failure is protected by the supplier-of-last-resort arrangements administered under the regulatory framework. If the Supplier exits the market or a last-resort supply direction is made affecting the Supply Points, DMI may terminate this Framework Agreement immediately without penalty, and clause 31 applies so far as the Supplier is able to perform it. Nothing in this Framework Agreement obliges DMI to remain with a supplier of last resort.

16. 16. CONTRACT DOCUMENTS, HIERARCHY AND SUPPLIER TERMS

16.1 The documents comprising the contract between the parties are, in descending order of precedence: (a) the clauses of this Framework Agreement; (b) the Schedules (other than Schedule 6), including the Pricing Schedule; (c) the RFT and DMI clarifications issued in the Competition; (d) the Tender; and (e) the Supplier Terms (Schedule 6). In the event of any ambiguity, conflict or inconsistency, the document higher in this order prevails to the extent of the inconsistency.

16.2 The Supplier Terms are incorporated only to the extent that they: (a) address operational matters reasonably necessary for the supply of electricity and its administration; and (b) are not inconsistent with any document higher in the order of precedence. The Supplier may use its normal operational documentation, forms, portals and systems, provided their content complies with this Framework Agreement.

16.3 Without limiting clause 16.1, no provision of the Supplier Terms (or of any invoice, welcome pack, renewal notice, portal terms, click-wrap terms or other supplier documentation) shall have any effect to the extent it purports to: (a) impose any charge, fee, deposit, security requirement or uplift not expressly permitted by the Pricing Schedule; (b) vary any Tendered Charge or introduce any unilateral right to change prices otherwise than under clauses 9 to 11; (c) impose any minimum consumption, take-or-pay, volume tolerance or reconciliation commitment; (d) extend, renew or roll over the Term or any supply arrangement automatically; (e) confer exclusivity or restrict DMI's freedom to procure elsewhere; (f) impose early-termination, exit or switching fees; (g) alter risk allocation, liability, indemnities, termination rights, audit rights or the scope or duration of this Framework Agreement; (h) apply a governing law other than Irish law or a forum other than the Irish courts; (i) restrict rights or remedies of DMI under public procurement, freedom-of-information or data-protection law; or (j) otherwise conflict with the basis on which the Competition was conducted. Each such provision is severed and of no effect as between the parties.

16.4 The version of the Supplier Terms scheduled at Schedule 6 is the version provided by the Supplier before execution and is fixed. The Supplier may amend its standard terms generally, but no amendment applies to this Framework Agreement unless DMI agrees in writing to substitute the amended version in Schedule 6, and then only subject to clauses 16.1 to 16.3 and clause 33.

17. BRANDING AND PUBLICITY

17.1 The Supplier may use its own branding on invoices, bills, statements, consumption reports, portals, operational correspondence, standard supply documentation and customer service materials issued in performing this Framework Agreement.

17.2 The Supplier shall not, without DMI's prior written consent: use DMI's name, logo or branding for marketing, advertising or promotional purposes; describe itself as endorsed, approved or preferred by DMI; or issue any press release or public statement concerning this Framework Agreement, save for factual disclosure required by law, a regulator or a stock exchange.

18. COMPLIANCE, LICENCES, ETHICS AND TAX

18.1 The Supplier shall at all times: (a) hold and comply with an electricity supply licence from the CRU and all other authorisations required to perform this Framework Agreement; (b) comply with all applicable laws, licence conditions, CRU decisions and directions, the Trading and Settlement Code, retail market processes and applicable codes of practice (including any supplier handbook provisions applicable to business customers); and (c) promptly notify DMI of any suspension, revocation, material variation or enforcement action affecting its licence or market registration.

18.2 Each party shall comply with the Criminal Justice (Corruption Offences) Act 2018 and applicable anti-bribery and anti-corruption law, and the Supplier shall maintain adequate procedures to prevent bribery and corruption by it and its personnel and subcontractors in connection with this Framework Agreement. The Supplier confirms the continuing accuracy of its Competition declarations regarding exclusion grounds and shall notify DMI promptly if any exclusion ground arises during the Term.

18.3 The Supplier shall comply with its obligations under Irish tax law and shall, where required for payments under this Framework Agreement, maintain tax clearance in accordance with the tax clearance requirements applicable to public sector contracts and provide evidence of it on request.

18.4 The Supplier shall notify DMI of any actual or potential conflict of interest arising in connection with this Framework Agreement and comply with reasonable measures required by DMI to manage it.

19. CONFIDENTIALITY AND FREEDOM OF INFORMATION

19.1 Each party shall keep confidential the other's confidential information disclosed in connection with this Framework Agreement and use it only for its performance, save for disclosure: required by law or a competent authority; to professional advisers, insurers and auditors under equivalent duties; to a replacement supplier under clause 31 (limited to the information described there); or of information already public otherwise than through breach.

19.2 The Supplier acknowledges that DMI may be subject to the Freedom of Information Act 2014, the Access to Information on the Environment Regulations and public procurement transparency obligations, and that DMI may disclose this Framework Agreement and related information where required, having regard where applicable to statutory exemptions for commercially sensitive information. DMI shall, where reasonably practicable and lawful, consult the Supplier before disclosing information the Supplier has identified in writing as commercially sensitive. Nothing in this Framework Agreement prevents disclosure required by statute.

20. DATA PROTECTION

20.1 The parties anticipate that personal data processed under this Framework Agreement will be limited to business contact details and metering-related data, in respect of which each party acts as an independent controller and shall comply with the General Data Protection Regulation (EU) 2016/679 and the Data Protection Acts 1988 to 2018. If the Supplier processes personal data as processor for DMI, the parties shall enter into processing terms satisfying Article 28 GDPR before such processing begins.

21. RECORDS AND AUDIT

21.1 The Supplier shall keep complete and accurate records of Charges, Pass-Through Charge derivations, re-fix derivations under clause 10, consumption data and performance against the KPI Schedule, for the Term plus six years.

21.2 DMI (and its auditors, including any statutory auditor of DMI, and advisers bound by confidentiality) may, on ten Working Days' notice, audit such records so far as necessary to verify the Charges, Pass-Through Charges, re-fix derivations and the Supplier's performance, no more than twice in any twelve months absent identified discrepancy. The Supplier shall cooperate and provide information reasonably requested. Identified overcharges shall be repaid within twenty Working Days with interest at the statutory late-payment rate; where an audit identifies net overcharging exceeding 3% of Charges in the audited period the Supplier shall also bear DMI's reasonable audit costs.

22. INSURANCE

22.1 The Supplier shall maintain for the Term plus twelve months, with reputable insurers: employer's liability insurance of not less than €13,000,000 per occurrence; public liability insurance of not less than €6,500,000 per occurrence; and professional indemnity or equivalent errors-and-omissions cover of not less than €2,000,000 per claim. The Supplier shall provide evidence of cover on request and shall not perform while uninsured in breach of this clause.

23. LIABILITY

23.1 Nothing in this Framework Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot lawfully be excluded or limited.

23.2 Neither party is liable to the other for loss of profit, loss of production, business interruption or indirect or consequential loss, provided that the following are direct losses and are recoverable: sums repayable under clauses 8.1, 9.3 and 21.2; the reasonable incremental cost to DMI of procuring replacement electricity supply following termination for Supplier default or Supplier market exit; and amounts payable under clause 12.

23.3 Subject to clauses 23.1 and 23.2, each party's aggregate liability under or in connection with this Framework Agreement in any contract year is limited to the greater of €2,000,000 and 150% of the Charges invoiced in that contract year, save that this cap does not apply to DMI's obligation to pay properly due Charges or to the Supplier's obligation to repay amounts overcharged.

23.4 The parties acknowledge that continuity and quality of the physical supply of electricity, and liability for interruptions, voltage and network events, are principally governed by the regulatory framework applicable to ESB Networks and the relevant system operators; the Supplier is not liable for network-caused interruptions it did not cause and could not avoid, without prejudice to its obligations under this Framework Agreement in relation to billing, data, registration and account management.

24. FORCE MAJEURE

24.1 Neither party is liable for failure or delay in performing (other than payment of amounts properly due) caused by events beyond its reasonable control which it could not reasonably have avoided or mitigated, including natural catastrophe, war, terrorism, epidemic, and system-wide market or network emergencies. The affected party shall notify the other promptly, use all reasonable endeavours to mitigate, and resume performance as soon as practicable. Wholesale price movements, hedging losses and increases in the Supplier's costs are not force majeure. If force majeure substantially prevents performance for more than sixty consecutive days, the unaffected party may terminate on ten Working Days' notice without penalty.

25. TERMINATION

25.1 DMI may terminate this Framework Agreement, in whole or as to any Supply Point, without penalty or exit charge: (a) for convenience on not less than sixty days' written notice; (b) immediately on written notice if the Supplier commits a material breach which is irremediable or is not remedied within twenty Working Days of notice requiring remedy; (c) immediately on written notice if the Supplier suffers an insolvency event, ceases or threatens to cease to carry on business as an electricity supplier, has its supply licence revoked or suspended, is suspended from the market, or is subject to a last-resort supply direction; (d) immediately where a mandatory ground under Regulation 73 of the European Union (Award of Public Authority Contracts) Regulations 2016 applies, including where the Supplier was, at contract award, in a situation requiring exclusion, or the contract has been subject to a modification requiring a new procurement procedure; or (e) as provided in clauses 15.2 and 24.1.

25.2 The Supplier may terminate this Framework Agreement on not less than twenty Working Days' written notice if DMI fails to pay undisputed Charges exceeding sixty days overdue and fails to pay within twenty Working Days of a written escalation notice referencing this clause.

25.3 Termination is without prejudice to accrued rights. Clauses 2.3, 8.1, 9, 12, 16, 17.2, 19, 20, 21, 23, 26 and 30 to 35 survive termination or expiry.

26. EXIT MANAGEMENT AND TRANSFER TO A REPLACEMENT SUPPLIER

26.1 From six months before expiry, or promptly on notice of termination, the Supplier shall: (a) cooperate fully and in good faith with DMI, any replacement supplier and ESB Networks to achieve orderly transfer of each Supply Point without interruption of supply; (b) not object to, obstruct or delay any change-of-supplier registration for a Supply Point, save on legitimate market grounds notified to DMI in writing with reasons; (c) provide to DMI, and at DMI's direction to any replacement supplier or DMI adviser, the Supply Point register, twenty-four months' consumption history (interval data where held), tariff categories, MIC and metering configuration data, and open query status, in the formats in Schedule 7, within ten Working Days of request and at no charge; (d) render final invoices for each Supply Point based on actual transfer reads within thirty days of transfer; and (e) refund any credit balances within twenty Working Days of final invoice.

26.2 No exit fee, termination charge, early-leaver charge or transfer charge is payable in any circumstances.

27. ASSIGNMENT, CHANGE OF CONTROL AND SUBCONTRACTING

27.1 The Supplier shall not assign, novate, transfer or subcontract this Framework Agreement or any of its obligations without DMI's prior written consent, save that the Supplier may subcontract routine back-office functions provided the Supplier remains fully responsible for performance and for its subcontractors' acts and omissions. Replacement or appointment of any subcontractor material to performance requires notice to DMI. DMI may assign to any successor to its functions. The Supplier shall notify DMI within ten Working Days of any change of control, and DMI may terminate under clause 25.1(b) if the change of control would, had the new controller been the tenderer, have resulted in exclusion or failure of the Competition's selection criteria.

28. VARIATIONS

28.1 No variation of this Framework Agreement is effective unless in writing, signed by authorised representatives of both parties, and permitted by Regulation 72 of the European Union (Award of Public Authority Contracts) Regulations 2016. The activation, removal or modification of Supply Points under clause 5, the operation of clauses 9 to 11, and administrative updates to contact and invoicing details, are contemplated by this Framework Agreement and are not variations.

29. NOTICES AND GENERAL

29.1 Notices shall be in writing and delivered by hand, pre-paid post or email to the representatives and addresses in the KPI Schedule (or as updated by notice), and are effective on delivery (or, for email, on transmission without bounce-back, provided a copy of any termination or breach notice is also sent by post).

29.2 This Framework Agreement, the documents listed in clause 16.1 and the ESPD and declarations submitted in the Competition constitute the entire agreement between the parties concerning its subject matter and supersede all prior arrangements. Nothing limits liability for fraudulent misrepresentation. No waiver is effective unless in writing; no failure or delay is a waiver. If any provision is held invalid, the remainder is unaffected and the parties shall substitute a valid provision closest to the original intent. Nothing creates a partnership, agency or employment relationship. A person who is not a party has no right to enforce this Framework Agreement.

30. GOVERNING LAW AND DISPUTE RESOLUTION

30.1 This Framework Agreement and any non-contractual obligations arising from it are governed by the laws of Ireland, and the courts of Ireland have exclusive jurisdiction, without prejudice to any regulatory dispute or complaint procedure available under the electricity regulatory framework.

30.2 Before issuing proceedings (save for urgent injunctive relief), the parties shall escalate a dispute first to the contract managers, then to senior management representatives, in accordance with the escalation procedure in the KPI Schedule, allowing at least twenty Working Days for resolution, and may by agreement refer the dispute to mediation under a recognised Irish mediation procedure. Supply, invoicing and payment of undisputed amounts continue during any dispute.

EXECUTION

SIGNED for and on behalf of **DIGITAL MANUFACTURING IRELAND**:

Signature:	....
Print Name	....
Title	....
Date	....

SIGNED for and on behalf of **[SUPPLIER NAME]**:

Signature:	....
Print Name	....
Title	....
Date	....

SCHEDULE 1 – SPECIFICATION

This Specification is output-based. It describes what the Supplier must deliver; the Supplier may use its normal market-standard operating model, systems and documentation to deliver it, subject to clause 16 of the Framework Agreement.

S1 Supply

Supply electricity to each Supply Point continuously for the duration of its registration, as the registered supplier, in compliance with the Supplier's licence, the Trading and Settlement Code, retail market processes and all applicable CRU requirements.

S2 Registration and switching

Manage change-of-supplier, registration, objection-handling and erroneous-transfer processes for all Supply Points; achieve registration by required Supply Start Dates or earliest market-permitted dates; coordinate opening/closing reads with outgoing or incoming suppliers to avoid billing gaps or overlaps.

S3 MPRN and site management

Process Order Forms, removals, de-registrations, tenancy/occupancy changes, vacancy notifications, de-energisations, re-energisations, MIC changes, meter exchanges and connection alterations within the timescales in the KPI Schedule and applicable market timelines; maintain the Supply Point register (Schedule 7).

S4 Metering and consumption data

Obtain and apply actual meter data; flag and correct estimates; provide consumption data (interval data where the metering supports it) per Supply Point in the formats and at the frequencies in Schedule 7; support metering upgrades including smart/QH metering.

S5 Billing

Accurate, timely, electronic, VAT-valid monthly invoices per Supply Point plus a consolidated statement; itemisation per clause 12.1; credit notes per clause 12.4; billing accuracy and timeliness per the KPI Schedule.

S6 Reporting

MPRN-level and consolidated reporting of consumption, cost, tariff and Pass-Through Charge breakdowns; data deliverables in Excel/CSV or equivalent re-usable formats per Schedule 7; annual fuel-mix and (where specified) GO certification; support for DMI sustainability and statutory energy reporting.

S7 Account management and service

Named account manager and deputy; support desk during business hours; query and complaint handling, escalation and resolution per the KPI Schedule; annual account review including tariff optimisation and MIC review advice.

S8 Pricing operations

Operate the Pass-Through Charge pass-through (clause 9), the annual Re-Fix Mechanism (clause 10) and new-tariff-category rate construction (clause 10.6) accurately, transparently and on time.

S9 Transition

Mobilise at commencement (registration of the Initial Site without supply interruption) and support exit per clause 26, including data handover and final billing.

S10 Market cooperation and compliance

Cooperate with ESB Networks, EirGrid, SEMO, meter data providers and any replacement supplier; maintain licence and market compliance; notify DMI of regulatory events affecting supply.

Nothing in this Specification requires bespoke systems where the Supplier's standard market-compliant processes achieve the specified outputs.

SCHEDULE 2 – INITIAL SITE AND MPRN SCHEDULE

The following data is taken from the most recent billing information for the Initial Site and is provided in good faith for information and pricing purposes. Consumption figures are **indicative only** and are not guaranteed (clause 3.1).

Site name	DMI Advanced Manufacturing Centre
Address	Advanced Manufacturing Centre, National Technology Park, Plassey Park Road, Castletroy, Limerick, V94 237R
MPRN	10308307970
Maximum Import Capacity (MIC)	330 kVA
Meter Configuration Code	MCC06
DUoS Group	DG6 (LV Maximum Demand)
Supply voltage	Low Voltage (LV)
TUoS category	DTS-D2
Profile	Profile 8
Tariff structure	Day / Night
Metered consumption, billing period March–April 2026	Day: 42,360 kWh Night: 22,920 kWh
Indicative annualised consumption (see note)	Day: 253,500 kWh Night: 137,100 kWh Total: 390,600 kWh
Renewable supply requirement	100% renewable with GO certification
Required Supply Start Date	[●]

Note on annualisation: the indicative annual figures are derived by annualising the March - April 2026 billing period (assumed 61 days) on a 365-day basis (multiplier 365/61), rounded. They take no account of seasonality or planned load growth and will be replaced by twelve months of actual data where available before contract award. Tenderers must satisfy themselves as to profile assumptions; the same Reference Consumption is used for all tenderers in evaluation.

SCHEDULE 3 – PRICING SCHEDULE

The Pricing Schedule comprises the Supplier's completed Pricing Schedule and Evaluation Model workbook (Document C of the procurement suite) as submitted in the Competition, attached to this Framework Agreement at execution. Its structure is:

- **Tab A – Tendered Charges:** Day and Night unit rates (c/kWh, ex VAT, excluding Pass-Through Charges) firm for the first Supply Period; the Management Fee (€/MPRN/month) and the Renewal Margin (c/kWh), each fixed for the Term; rate table for additional standard tariff categories (24hr, NightSaver, LV MD QH, MV) for use if Supply Points in those categories are added in the first Supply Period; and the Supplier's declared re-fix methodology reference.
- **Tab B – Pass-Through Declaration:** the Supplier's confirmation that all Pass-Through Charges will be passed through at cost with no uplift, and the reference tariff rates used for the indicative bill illustration (evaluation-neutral).
- **Tab C – Reference Consumption:** the evaluation quantities fixed by DMI (identical for all tenderers).
- **Tab D – Evaluated Tender Price:** the calculation defined in RFT Appendix 3, computed from Tabs A and C.

Only charges appearing in Tab A are Tendered Charges. The workbook's protected formulas form part of this Schedule; in case of conflict between the workbook and the Framework Agreement clauses, the clauses prevail (clause 16.1).

SCHEDULE 4 – SITE ADDITION / MPRN ORDER FORM

Issued under, and incorporating the terms of, the Framework Agreement for the Supply of Electricity between Digital Manufacturing Ireland and [SUPPLIER NAME] dated [●] (the "Framework Agreement"). No supplier terms accompanying acknowledgement of this Order Form have any effect (clause 16). This Order Form requires no supplier countersignature to be effective, but the Supplier shall acknowledge it within two Working Days.

Order Form number	DMI-ELEC-OF-[●●●]
Date of issue	[●]
Action required	[☐ Add Supply Point ☐ Remove / de-register Supply Point ☐ Modify (MIC / metering / tenancy / other)]
Premises name and address	[●]
MPRN (or "pending – new connection")	[●]
DUoS group / voltage / MIC / MCC (if known)	[●]
Estimated annual consumption (indicative, not guaranteed)	[●] kWh
Renewable / GO-certified supply required	[Yes / No]
Required Supply Start / effective date	[●]
Site contact for access / queries	[●]
Invoicing instructions (if different)	[●]
Special conditions (site-specific only; may not vary the Framework Agreement)	[None]
Signed for DMI (authorised officer)	Name / title / signature / date: [●]

SCHEDULE 5 – CONTRACT MANAGEMENT AND KPI SCHEDULE

1. Governance

Contract managers: DMI – [name/role]; Supplier – named account manager. Review meetings: quarterly in year one, thereafter at least twice yearly (or quarterly on DMI request), by video or at the Initial Site. Standing agenda: performance against KPIs; billing and query log; consumption and cost report; Pass-Through Charge changes; forthcoming re-fix; site pipeline and Order Form status; cumulative framework spend against the Framework Maximum Value; improvement actions.

2. Escalation

Level 1: account manager, response within two Working Days. Level 2: Supplier head of commercial/SME accounts and DMI contract manager, within five Working Days. Level 3: senior management of both parties under clause 30.2. The Supplier's regulated complaints procedure remains available in parallel.

3. Service levels and KPIs

#	Service Level	Target	Measure / reporting
1	Registration of new Supply Point completed	By required Supply Start Date or earliest market-permitted date; 100%	Per Order Form; quarterly report
2	Order Form acknowledgement	2 Working Days; 100%	Per Order Form
3	Invoice issue after billing period end	Within 10 Working Days; ≥95%	Monthly
4	Billing accuracy (invoices requiring credit note)	≤97% of invoices correct first time	Quarterly
5	Invoices based on actual (not estimated) reads where actual data available	≥95%	Quarterly
6	Query acknowledgement / substantive response	2 / 10 Working Days	Query log, quarterly
7	Credit note issue after query resolution	10 Working Days; 100%	Query log
8	Consumption data delivery (Schedule 7)	Monthly, by Working Day 10; 100%	Monthly
9	Re-fix proposal delivery (clause 10.1)	≥40 Working Days before Supply Period; 100%	Annual
10	Annual GO certification / fuel mix disclosure	Within 3 months of Supply Period end	Annual
11	Exit data handover (clause 26.1(c))	10 Working Days from request; 100%	On exit

4. Consequences

KPIs are reported quarterly.

Persistent failure (any KPI missed in two consecutive quarters, or three KPIs missed in any quarter) triggers a remediation plan within ten Working Days; failure to deliver or perform the remediation plan is a material breach for clause 25.1(b).

DMI may elect to add service credits of €300 per KPI failure against the Management Fee

SCHEDULE 6 – SUPPLIER STANDARD TERMS SCHEDULE

6.1 Attached to this Schedule is the complete, dated version of the Supplier Terms provided by the Supplier pursuant to the RFT before execution: [Supplier terms and conditions of electricity supply – version reference: ●; date: ●]. Only this version is incorporated, and only as provided in clause 16.

6.2 The Supplier confirms that the attached version: (a) is the version generally applicable to its business customers of comparable profile; (b) has been reviewed by the Supplier against clause 16.3 and contains no provision falling within clause 16.3, or, where it does, that such provisions are identified in the conformance table below and acknowledged to be of no effect; and (c) will not be treated by the Supplier as amended for the purposes of this Framework Agreement except under clause 16.4.

6.3 Conformance table (to be completed by the Supplier before execution): for each provision of the Supplier Terms concerning charges, price changes, term/renewal, minimum consumption, termination fees, security/deposits, liability, governing law or assignment, the Supplier shall state the provision reference and either "consistent with Framework Agreement" or "inapplicable per clause 16.3".

Supplier Terms clause	Subject matter	Status (consistent / inapplicable per clause 16.3)
[●]	[●]	[●]
[●]	[●]	[●]

SCHEDULE 7 – DATA AND CONSUMPTION INFORMATION SCHEDULE

1. Formats

All data deliverables shall be provided electronically in Excel (.xlsx) or CSV (or an equivalent structured, machine-readable format agreed with DMI), in addition to any portal access. PDF-only delivery does not discharge a data deliverable. Portal access (where offered) shall be provided free of charge for at least two named DMI users.

2. Monthly data pack (by Working Day 10 each month)

- Supply Point register: MPRN; site name and address; DUoS group; voltage; MIC; MCC; profile; tariff category; green/GO flag; status (active / de-registered / pending); Supply Start Date; removal date if applicable.
- Consumption and cost per MPRN per billing period: consumption by tariff period (kWh); read type (actual/estimated); each Tendered Charge (€); each Pass-Through Charge by type (€); electricity tax; VAT; total; year-to-date totals.
- Interval / half-hourly or quarter-hourly data where the metering configuration supports it, on request.
- Open query log: reference, date raised, subject, status, resolution date.

3. Annual data pack (within 3 months of each Supply Period end)

- Annual consumption and cost summary per MPRN and consolidated, in a format suitable for DMI's financial and sustainability reporting (including kWh for Scope 2 reporting on location and market bases).
- Fuel mix disclosure; GO cancellation certification for green-certified Supply Points (clause 13.1).
- Pass-Through Charge reconciliation statement (clause 9.3).

4. Ad hoc

Reasonable ad hoc data requests (including for budgeting, audits, FOI, statutory reporting and energy efficiency analysis) shall be met within ten Working Days at no charge. Exit data is governed by clause 26.1(c).