An Roinn Iompair
Department of Transport

Request for Tenders dated 22/07/2026 for the build and support of the National Maritime Single Window Software Solution (FINOG), which is compliant with EMSWe-EU Regulation 2019/1239

Tender procedure: Open procedure

Tender Deadline 30/09/2026 15:00

Contents

Part 1: Introduction

1.1 The Minister for Transport (the "Contracting Authority") invites tenders ("Tenders") to this request for tenders ("RFT") from economic operators ("Tenderers") for the provision of the commercial-off-the-shelf software and the services as described in Part 4 of this RFT (which, for the purposes of this RFT, are collectively described as the "Software Solution") in connection with the **Maritime National Single Window** (MNSW).

1.2 In summary, the Services comprise:

- The provision of software that satisfies EU Reporting obligations for the new European Maritime Single Window environment (the "EMSWe Software").
- The customisation and development of the EMSWe Software to: (i) satisfy national reporting obligations for the new European Maritime Single Window environment; and (ii) support the business and technical requirements outlined in Part 4 of this RFT.
- The provision of support and maintenance in respect of the EMSWe Software for the Term of the Services Contract which may be awarded pursuant to this Competition.

1.3 Not Used

1.4 This public procurement competition (the "Competition") will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). Any contract that may result from this Competition (the "Services Contract") will be issued for a term of **EIGHT YEARS** ("the Term").

1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to TWELVE (12) months with a maximum of TWO (2) such extension or extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contract may amount to some **€10 million** (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (SMEs) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any

Services Contract that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This RFT does not constitute an offer or commitment to enter into a Services Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

The award of a Services Contract does not confer exclusivity on the successful Tenderer.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

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

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

Tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

2.1.6 Not Used

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

(a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;

(b). To submit all documentation which this RFT requires to be submitted with their Tender;

(c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;

(d) To conform to and comply with all instructions and requirements set out in this RFT;

(e) To submit the statement required under paragraph 2.4 below; and

(f) Not to alter or edit this RFT in any way.

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

2.3 SERVICES CONTRACT

2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 4 to this RFT.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 2. Tenderers may not amend the Services Contract.

2.3.3 **ANY QUERIES OR CLARIFICATIONS TENDERERS MAY HAVE CONCERNING THE SERVICES CONTRACT AT APPENDIX 4 SHOULD BE RAISED BY TENDERERS DURING THE PERIOD FOR QUERIES AND CLARIFICATIONS DESCRIBED BELOW AT PARAGRAPH 2.7**.

2.3.4 The attention of Tenderers is drawn to the terms of the Services Contract at Appendix to this RFT concerning the incorporation of the successful Tenderer's "Software Licence Agreement" (as defined in the Services Contract at Appendix 4 to this RFT) (if any) as part of the "Agreement" (as defined in the Services Contract at Appendix 4 to this RFT) between the Contracting Authority and the successful Tenderer subject to Clauses 1(f), 2 and 3 of the Services Contract at Appendix 4 to this RFT.

2.3.5 If a Tenderer requires the incorporation of its Software Licence Agreement as part of the Agreement (in accordance with the Services Contract at Appendix 4 to this RFT) then the relevant document containing the Tenderer's Software Licence Agreement should be clearly described by the Tenderer as the "Software Licence Agreement" and included as part of the Tenderer's Tender documentation submitted in accordance with paragraph 2.6 of this RFT.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 2, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged, or responded to.

Prior to and as a condition of award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor"). Notwithstanding, the Contracting Authority may, in accordance with Regulation 19(6) of the 2016 Regulations, require groups of economic operators to assume some other specific legal form if awarded the Services Contract to the extent that such a change is necessary for the satisfactory performance of the Services Contract.

2.6 TENDER SUBMISSION REQUIREMENTS

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

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

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

2.6.2 Tenders must be received not later than 15.00 on Wednesday 30th September 2026 (the "Tender Deadline"). Tenders that are received late WILL NOT be considered in this Competition.

2.6.3 Tenders must be submitted in English.

2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT

2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using a PDF reader and/or Microsoft Word. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

No URLs are to be provided as part of a Tender response. Where a URL is provided, the Contracting Authority may exclude such URL from the Tenderer's response and any information provided via any such URL will not be evaluated.

2.6.6 Tenderers must provide answers in an *Arial* font, font size 9. Answers must only be given in the provided boxes. Supplementary information may be given as an appendix only where specifically requested.

Where a Tenderer's response to a sub-criterion exceeds the given page limit, the response will cease to be evaluated beyond the maximum page limit. The maximum page limit is inclusive of any diagrams used in the tenderer's response.

2.7 QUERIES AND CLARIFICATIONS

2.7.1 All queries relating to any aspect of this Competition or of this RFT (including the Services Contract at Appendix 4) must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than 15.00 on Wednesday 9th September 2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated.

2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.

2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in the published competition documents and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

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

2.9 CONFIDENTIALITY

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

(a) are furnished for the sole purpose of replying to this RFT only;

(b) may not be used, communicated, reproduced, or published for any other purpose without the prior written permission of the Contracting Authority;

(c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

(d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so, requested by the Contracting Authority.

2.10 PRICING

2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 1 to this RFT.

2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs, and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 6 months commencing from the Tender Deadline.

2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.

2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 4 to this RFT.

2.10.6 Tenderers should note that prices may be increased or decreased only on the third anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the Services Producer Price Index, Information & Communication, Computer Programming & Consultancy has increased or decreased in the edition of that index published by the Eurostat most recently prior to that anniversary. In such circumstances, any increase to prices (as set out in the Pricing Schedule at Appendix 1 to this RFT) is subject to the prior written agreement of the Contracting Authority.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

2.11.1 In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

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

2.18 CONFLICTS OF INTEREST

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

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

2.20.1 Not Used

2.20.2 Not Used

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7m Limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Public Liability	€6.5m Limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Product Liability	€6.5m Limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Professional Indemnity	€6.5m Limit on any one occurrence and in the aggregate per insurance year
Cyber Liability	€3m Limit for any one claim and in the aggregate per insurance policy year

2.21.2 By signing the Tenderer's Statement at **Appendix 2**, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

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

(a) immediately advise the Contracting Authority of any material change to its insured status;

(b) produce proof of current premiums paid upon request;

(c) produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have: -

(a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and

(b) Declared by way of eESPD that either:

(i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or

(ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

(c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the "Selection Criteria"),

will be evaluated in accordance with the Award Criteria at part 3.3 below.

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

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

(i) completes and submits a separate eESPD in respect of each such entity, and

(ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

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

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

(i) a Declaration in the form attached at Appendix 3;

(ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;

(iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;

(iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and

(v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

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

3.2.A Economic and Financial Standing

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenders must demonstrate that they have sufficient financial capacity to successfully deliver the service, as set out in this RFT, over the full Term of any resultant contract.

1. Turnover

Tenderers must declare by way of the eESPD that they have had an annual turnover of not less than **€10 million** (excluding VAT) for each of the last **THREE (3)** financial years or where the date of establishment of a Tenderers is more recent, for each year the Tenderer has been established.		**Rule: Pass/Fail**
Evidence Required	Upon request and within such period as may be specified by the Contracting Authority, audited accounts for each of the last three (3) financial years (or where the date of establishment of a Tenderer is more recent, for each year the Tender has been established) to demonstrate its compliance with the above turnover requirement. Alternatively, a letter from the Tenderer's principal auditor, on the auditor's headed notepaper and signed by the auditor, confirming that the Tenderer's Turnover in each of the last three (3) financial years meets or exceeds the Turnover requirement of €10 million (excluding VAT) for each of the last THREE (3) financial years in respect of each year, or if more recently established, in the years since establishment, to the Contracting Authority.	

2. Solvency

Tenderers must declare by way of the eESPD that it is able to pay its debts as they fall due.		**Rule: Pass/Fail**
Evidence Required	Upon request and within such period as may be specified by the Contracting Authority, a letter from the Tenderer's principal auditors/accountants confirming that the Tenderer can pay its debts as they fall due.	

3.2.B **Technical and Professional Ability**

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

Tenders must demonstrate that they have sufficient technical and professional ability to successfully deliver the service, as set out in this RFT, over the full Term of any resultant contract.

1. Previous Experience

Tenderers must declare by way of the eESPD that it has successfully delivered a contract of a comparable nature, scope, scale, and complexity to the Services Contract pursuant to two (2) contracts with two (2) separate customers within the last six (6) years. The contracts referenced by the Tenderer for consideration by the Contracting Authority should be clearly described using the template included at **Appendix 10** of this RFT to enable the Contracting Authority to determine the comparability of the reference contracts to the requirements of the Services Contract.		**Rule: Pass/Fail**
Evidence Required	Upon request and within such period as may be specified by the Contracting Authority, a satisfactory written reference from each of the two (2) customers cited by the Tenderer in response to the above previous experience requirement. A satisfactory reference is defined as one where the referee confirms that the contract information provided by the Tenderer (in the template included at Appendix 10 of this RFT) is correct and that the contract was delivered to the required specification and met or continues to meet the required service levels. The reference must be either provided as a scanned copy of a letter which has been duly signed by the reference organisation's authorised representative or provided in a format which is fully traceable to the reference organisation's authorised representative, such as an email with the sender's email address clearly shown. To verify the reference, or in the event of insufficient detail in the reference, the Contracting Authority may contact the referee for verification purposes without prior notice to the Tenderer.	

2. ISO/IEC 27001:2022 Certification (or equivalent)

Tenderers must declare by way of the eESPD that it holds a valid ISO/IEC 27001:2022 certification (or equivalent) issued by an accredited or internationally recognised certification body.		**Rule: Pass/Fail**
Evidence Required	Upon request and within such period as may be specified by the Contracting Authority, proof of the Tenderer's current and valid accreditation in respect of the above ISO standard.	

	Alternatively, suppliers may demonstrate equivalent and ongoing alignment with an internationally recognised information security framework (e.g., NIST CSF), supported by independent third-party attestation confirming the implementation and effectiveness of relevant controls.	

Tenderers must provide the supporting evidence specified above, when requested by the Contracting Authority, within the timeframe specified by the Contracting Authority. However, where a Tenderer is unable, for a valid reason, to provide the evidence required, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable documentation to prove, to the satisfaction of the Contracting Authority, compliance with the relevant requirement.

If a Tenderer fails and/or refuses to provide the evidence required by the Contracting Authority, within the period specified by the Contracting Authority, then that may result in that Tenderer's Tender being eliminated from the Competition.

3.3 AWARD CRITERIA

3.3.1 The Services Contract will be awarded by the Contracting Authority to the Tenderer which has submitted the most economically advantageous tender (the "MEAT").

The total number of marks available is 5,000 marks. 3500 marks are available in respect of the qualitative criteria. 1500 marks are available in respect of cost. The Tenderer which has submitted the Tender with the highest overall marks ("the Highest-Ranked Tenderer") shall, subject to paragraph 3.3.2, be deemed to be the MEAT.

If the Tender fails to achieve a minimum score of 60% for any one sub-criteria (where indicated), then the Tenderer's proposal will be rejected, and the Tenderer will be excluded from further participation in this Tender Competition.

QUALITATIVE REQUIREMENTS

Requirements which are subject to qualitative evaluation to assess the quality of a Tenderer's response are identified using the letters "**QA**" **("Qualitative Assessment**"). Tenderers' responses to these requirements will be evaluated and awarded marks in accordance with the table titled "Scoring Methodology Table" below.

When submitting your responses in the Tender Response Document (TRD), refer to Part 4 - sections 1 - 4 of this RFT document. Please note, responses must be submitted in the corresponding response documents:

- TRD - Tender Response Document (Part 4 Sections 1, 2, and 3)
- TPRM Questionnaire (Part 4: Section 4)

Online European Documentation

Documentation issued by the European Commission gives a detailed breakdown and implementation guidance on the various components associated with the EMSWe Software.

The steps for accessing European Documentation referenced in the Competition documents may be found here:
(https://ec.europa.eu/eurostat/documents/203647/771732/EU_Login_Tutorial).

A Library Index (LI) of referral sources for easy access and tracking is maintained in a document entitled "Software Solution Library Index."

For the purpose of this Competition, the "**Library Index**" of said documentation is published as part of the Competition documents to assist Tenderers understand the scope of work needed to be carried out during the build and implementation of the EMSWe Software.

Tenderers must familiarise themselves with the documents referred to in the Library Index prior to completing their Tender response to this Competition. Any changes to the above referenced European Documentation between the Publication Date of this RFT and the Deadline for the Receipt of Tenders will not impact the award of marks to Tenderers.

Award Criteria Table

A	B	C	D	E	F	G	H	I	J
Criteria #	Criteria	Sub Criteria	Sub-Sub Criteria	Sub-Sub-Sub Criteria	No. of Sub Criteria Reqs.	No. of Sub-Sub Criteria Reqs.	No. of Sub-Sub-Sub Criteria Reqs.	Marks Available	Min. Marks Required
#1	**Quality of approach to the delivery of the solution and Project Management**							**700**	
#1A		**Project Approach and Management**			**4**			**250**	**150**
			PR - Project Phasing			4		250	
#1B		**Stakeholder Engagement Requirements**			**6**			**250**	**150**
			PR - Stakeholder Engagement			2		80	
			BR - Stakeholders			2		80	
			BR - Declarants - EMSA Spreadsheets			1		40	
			BR - National Authorities			1		50	

A	B	C	D	E	F	G	H	I	J
Criteria #	Criteria	Sub Criteria	Sub-Sub Criteria	Sub-Sub-Sub Criteria	No. of Sub Criteria Reqs.	No. of Sub-Sub Criteria Reqs.	No. of Sub-Sub-Sub Criteria Reqs.	Marks Available	Min. Marks Required
#1C		Project / Business Documentation			1			50	30
			PR - Project/Business Documentation Requirements			1		50	
#1D		Platform Training			2			50	30
			PR - Platform Training Requirements			2		50	
#1E		Organisational Standards			1			50	30
			PR - Organisational Standards Requirements			1		50	
#1F		Quality Assurance			2			25	15
			PR - Quality Assurance Requirements			2		25	
#1G		Client Satisfaction and Commitment to Project Success			3			25	15
			PR - Client Satisfaction and Commitment to Project Success			3		25	
#2	Quality of approach to the delivery of Contract Management and Performance Measurement							470	
#2A		Support, SLAs and Maintenance			5			350	210
			PR - Minimum Service Level Agreements			5		350	
#2B		Exit Strategy			1			120	72
			PR - Exit Strategy			1		150	
#3	Quality of ability to meet the Business Requirements							520	
#3A		European and National Requirements			28			340	204
			BR - European Central Databases			1		18	

A	B	C	D	E	F	G	H	I	J
Criteria #	Criteria	Sub Criteria	Sub-Sub Criteria	Sub-Sub-Sub Criteria	No. of Sub Criteria Reqs.	No. of Sub-Sub Criteria Reqs.	No. of Sub-Sub-Sub Criteria Reqs.	Marks Available	Min. Marks Required
			BR- European Integrations & Interfaces			1			
				SafeSeaNet (SSN)			1	18	
			BR- National Components			10			
				National Components			1	12	
				Registration			1	12	
				Log in an Authentication			1	12	
				Declarant Desktop			3	39	
				DoT Admin Desktop			1	12	
				National Authorities Desktop			1	12	
				Software Solution Support Portal			2	26	
			BR - MNSW Core Services			6			
				User Management			1	12	
				Role Based Access Control and Administration			1	12	
				Notifications Engine, Business Rules, and Compliance Checking			1	13	
				Rules Engine and Alerting			1	12	
				Reporting and Business Intelligence			1	24	
			BR - National Interfaces			9			
				Irish Port Authorities			2	24	
				Irish Customs (Irish Revenue)			1	12	
				eIDAS - (Electronic Identification, Authentication, and trust Services)			1	10	
				AIS (Coast Guard Feed)			1	12	
				Polygons			4	48	
#3B		**Formalities and MIG Requirements**			**2**			**140**	**84**
			BR - Formalities and MIG Requirements			2		140	
#3C		**Non-Functional Requirements**			**4**			**40**	**24**

A	B	C	D	E	F	G	H	I	J
Criteria #	**Criteria**	**Sub Criteria**	**Sub-Sub Criteria**	**Sub-Sub-Sub Criteria**	**No. of Sub Criteria Reqs.**	**No. of Sub-Sub Criteria Reqs.**	**No. of Sub-Sub-Sub Criteria Reqs.**	**Marks Available**	**Min. Marks Required**
			BR - Non-Functional Requirements			4		40	
#4	**Quality of approach to the Technical Solution & Capabilities**							**450**	
#4A		**European and National Requirements**			**36**			**310**	**186**
			TR - European Components			6			
				RIM - Reporting Interface Module			1	8	
				URAM - User Registry and Access Management			1	8	
				CAS - Common Addressing Service			3	24	
				Central Databases			1	8	
			TR - European Integrations and Interfaces			2			
				SafeSeaNet (SSN)			1	8	
				Proof of Union Status (PoUS)			1	8	
			TR - National Components			21			
				MNSW Core Technical Requirements			9	72	
				Platform Software Architecture			3	24	
				Monitoring and Management System			3	24	
				Auditing			1	8	
				Graphical User Interface (GUI)			1	12	
				Web User Desktop			1	8	
				Arrivals Departures Website			1	8	
				Support Website			1	8	
				IAM - Identity and Access Management			1	12	
			National Interfaces			7			
				National Interfaces			2	30	
				Irish Port Authorities			1	8	
				Irish Customs			1	8	
				eIDAS			1	8	
				AIS Integrations			1	8	

A	B	C	D	E	F	G	H	I	J
Criteria #	Criteria	Sub Criteria	Sub-Sub Criteria	Sub-Sub-Sub Criteria	No. of Sub Criteria Reqs.	No. of Sub-Sub Criteria Reqs.	No. of Sub-Sub-Sub Criteria Reqs.	Marks Available	Min. Marks Required
				ATA and ATD Capture			1	8	
#4B		Azure Hosting			5			70	42
			TR - 4.1 Azure Hosting			5			
#4C		Software Delivery			13			45	27
			TR - Software Delivery Requirements			1		4	
			TR - System Test Release			1		4	
			TR - UAT Release			1		5	
			TR - Production Release			1		6	
			TR - Change and Release Management			2		6	
			TR - Software Quality			1		4	
			TR - Code Quality			1		6	
			TR - Test Coverage			3		6	
			TR - Test Data Management			2		4	
#4D		Technical Documentation			7			25	15
			TR - Planning			1		4	
			TR - Design			1		4	
			TR - Execution/ Implementation			1		3	
			TR - Monitoring and Control			2		6	
			TR - Pre-Go-Live			1		4	
			TR - Go-Live			1		4	
#5	Quality of responses to Third Party Risk Management (TPRM) Information Security Requirements							360	
#5A		Third Party Risk Management (TPRM) Information Security Requirements						360	216
#6	Approach to the delivery of Environmental and Sustainability				1			100	

A	B	C	D	E	F	G	H	I	J
Criteria #	Criteria	Sub Criteria	Sub-Sub Criteria	Sub-Sub-Sub Criteria	No. of Sub Criteria Reqs.	No. of Sub-Sub Criteria Reqs.	No. of Sub-Sub-Sub Criteria Reqs.	Marks Available	Min. Marks Required
	effort								
#6A		Approach to the delivery of Environmental and Sustainability effort			1			100	60
			PR - Key Project Requirements			1			
				Environmental and Sustainability Effort			1		
#7	Functionality Over and Above the Contractual Requirements							300	
#7A		Additional Functionality, Innovation and Value			3			300	N/A
			PR and BR - Key Project Requirements			3			
				PR - Functionality over and above the Contractual Requirements		3		300	
#8	Quality of Team							600	
#8A		Resources – Curriculum Vitae (CV)			1			600	360
			PR - Key Project Requirements			1		600	
Total Marks for Quality and Comprehensiveness								3500	
COST									
#9	Cost							1500	
#9A		Build, Implementation and Licencing						850	
#9B		Support & Maintenance						300	
#9C		Enhancements & Resources -						300	

A	B	C	D	E	F	G	H	I	J
Criteria #	Criteria	Sub Criteria	Sub-Sub Criteria	Sub-Sub-Sub Criteria	No. of Sub Criteria Reqs.	No. of Sub-Sub Criteria Reqs.	No. of Sub-Sub-Sub Criteria Reqs.	Marks Available	Min. Marks Required
		Rate Card							
#9D		Support - Hypercare Cost						50	
Total Marks for Cost								1500	
TOTAL OVERALL MARKS *Total Marks for Quality and Comprehensiveness* *+* *Total Marks for Cost*								5000	

Evaluation of Third-Party Risk Management (TPRM) Information Security Requirements Award Criteria (Criterion #5)

Tenderers must answer **all** the requirements in the Tender Response Document (TRD). The Contracting Authority will evaluate the responses and award marks to each response. Responses to each QA are assessed holistically. The use of bullet points or lists in a QA does not give rise to specific sub-sub-criteria which attract specific marks or affect the allocation of marks in respect of the available marks.
A score between 1 to 5 marks will be awarded and zero for no response at all.
Evaluation of responses and awarding of marks to be based on the table below:

Score	Meaning
5	The Tenderer’s response to the question is assessed as demonstrating an excellent to exceptional level of quality, comprehensiveness and understanding.
4	The Tenderer’s response to the question is assessed as demonstrating a good to very good level of quality, comprehensiveness and understanding.
3	The Tenderer’s response to the question is assessed as demonstrating a satisfactory to very satisfactory level of quality, comprehensiveness, and understanding.
2	The Tenderer’s response to the question is assessed as being poor to very poor in that it is lacking in sufficient quality, comprehensiveness and understanding.
1	The Tenderer’s response to the question is assessed as being inadequate to very inadequate in that it is totally lacking in sufficient quality, comprehensiveness, or understanding.
0	No response provided

The Third-Party Risk Management (TPRM) Information Security Requirements section consists of 360 marks available under Section 3.3.1 Table #5 - Cyber Security Requirements (Quality of responses to Third Party Risk Management (TPRM) Information Security Requirements).

Tenderers must achieve a minimum of 216 marks out of 360 to progress in the tendering process. Any submission falling below this threshold will be deemed unsuccessful and excluded from further consideration.

Tenderers MUST achieve each of the 'minimum marks required' scores in "Quality and Comprehensiveness of the Response to Specification Requirements" specified in the table above to proceed to be evaluated under the 'Cost' criterion. Failure to achieve any minimum threshold scores will result in the Tenderer being eliminated from the Competition.
Marks will be awarded based on the quality and comprehensiveness of the proposed approach and the Tenderer's understanding in addressing the requirements specified in all the sections of Part 4: Project Requirements and Specifications including Section 4 - TPRM spreadsheet. Each response provided by the Tenderer for each individual sub-criteria will be evaluated using the Scoring Methodology Table below. Responses should be submitted using the TRD - Tender Response Document.

Please note that all Qualitative Assessments will be given a score between 0 and 5 as described in the scoring methodology table below.
For each of the qualitative award criteria and Sub-Criteria (i.e. non-cost criteria) stated above, the following scoring methodology will be applied:

Weighting	Meaning
90% - 100%	A response that demonstrates an excellent level of quality and understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 89%	A response that demonstrates a very good level of quality and understanding of requirements and provides assurance that the Tenderer will deliver to a very good standard.
60% - 79%	A response that demonstrates a satisfactory level of quality and understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the required services would not be delivered.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.

0%	Response completely fails to address the criterion under consideration.

Evaluation process for Cost Award Criteria

Tenderers are required to complete the Pricing Schedule in Appendix 1 in accordance with the instructions set out therein.

In calculating marks to be awarded Cost, the following methodology will apply for each Sub-criterion:

The lowest tendered Sub-criterion cost (9A, 9B, 9C and 9D) will be awarded full Sub-criterion available marks.

All other Tenders will be marked relative to the lowest tendered Sub-criteria cost using the following formula:

Marks will be awarded for the Cost of each Sub-Criterion **(SC)** 9A, 9B, 9C and 9D using the following formula template:

Max marks available for **(SC)** * Lowest Cost Tender for **(SC)** -- = Mark Awarded for **(SC)** Cost for **(SC) of** Tender being Evaluated

Awarded marks for each Cost Sub-Criterion will be added together to provide the Overall Total Cost.

Overall Scores

Following the application of the evaluation methodologies set out above, each Tenderer's mark for the qualitative (non-cost) award criteria will be added to their mark for Costs to give an overall score out of 5000.

Tenderers will be ranked from highest to lowest, based on the total overall scores, in order to determine the Highest-Ranked Tender. The Tender submitted by the Highest-Ranked Tenderer shall, subject to paragraph 3.3.2, be deemed to be the MEAT.

Tie Break Rule

In the event that there is a tie in total marks awarded (i.e. two or more highest ranking Tenderers obtain the same total mark), the following tie-break rules will be adopted:

The highest-ranking Tenderer who has been awarded the highest total mark for the Qualitative Award Criteria element (i.e. non-cost related element) of their Tender will be deemed to be the Most Economically Advantageous Tender ('MEAT').

In the event of the application of the tie-break rules above not resulting in the determination of the MEAT, the approach above will continue to be applied to each of the award criteria in the descending order set out below until such time as a MEAT can be determined.

No.	Award Criteria
1	Quality of approach to the delivery of the solution and Project Management.
2	Quality of approach to the delivery of Contract Management and Performance Measurement.
3	Quality of ability to meet the Business Requirements.
4	Quality of approach to the Technical Solution & Capabilities.
5	Quality of responses to Third Party Risk Management (TPRM) Information Security Requirements.
6	Approach to the delivery of Environmental and Sustainability effort.
7	Functionality Over and Above the Contractual Requirements.
8	Quality of Team.

In the unlikely event of the rules set out above failing to determine a MEAT, the preferred Tenderer shall be selected based on random selection. Representatives of each Tenderer that achieved the same total marks will be invited to attend at the Contracting Authority's premises to observe the random selection and will be notified in advance of the time/date and location of the random selection procedure. Tenderers will also be notified in writing of the outcome of the random selection.

3.3.2. Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

(a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and

(b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

3.4 PRESENTATION OF PROPOSALS

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

3.5 STANDSTILL PERIOD

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

3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

3.6.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than **seven** calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.

3.6.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer.

Part 4: Project Requirements and Specifications

This section outlines the essential elements, specifications, and deliverables necessary for the successful execution of the project. It provides detailed insights into the scope, objectives, and expected outcomes, serving as the foundation for bidders to understand the Contracting Authority's priorities and propose solutions that align with the Contracting Authority's needs. By clearly defining these requirements, we aim to ensure transparency, encourage innovation, and facilitate accurate, competitive bids. All parties are expected to carefully review and address each requirement to demonstrate their capability and commitment to delivering quality results.

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

PROJECT INTRODUCTION AND CONTEXT

At present, vessels entering and departing from Irish ports are obliged by maritime legislation Directive (EU) 2002/59/EC to report on their intended and actual movements. This legislation applies to all passenger ships and cargo ships of 300 gross tons or over and to fishing vessels and recreational craft of 45 metres length and over.

Reporting obligations have increased over the years and now, at present, include the following:

- Details of hazardous goods carried on board.
- Details of waste carried on board/to be offloaded.
- Ship security-related information.
- Details of crew and passengers.

These reporting obligations are currently catered for by a system called SafeSeasIreland (SSI), which has been in place since January 2009. Vessels are also required to make declarations to other parts of the State for both legislative and operational purposes (e.g. Irish ports, revenue etc).

With the expansion and complexity of reporting arrangements on the maritime industry, the European Commission (EC) and European Maritime Safety Agency (EMSA) have conducted a review on the situation, the objective of which was to increase reporting efficiency and to reduce the administrative burden on the maritime industry and the declarants (The submitters of this information). The outcome of this review was to harmonise the reporting requirements for Member States by using common interfaces and uniform and defined message formats. Additionally, it was proposed that each Member State is to provide a single digital interface that can accommodate all the reporting obligations. These requirements were agreed across EU member states, and the European Maritime Single Window environment (EMSWe) was subsequently defined by EU Regulation 2019/1239 and subsequent implementing acts and the established data set.

Ireland has met its EU obligations and requirements in relation to Maritime reporting, with Safe Seas Ireland (SSI) - However the system is almost 20 years old and the evidence on analysis done from within the Contracting Authority is that it is not suitable to be developed to meet the new requirements and the legislation outlined in EU Regulation 2019/1239.

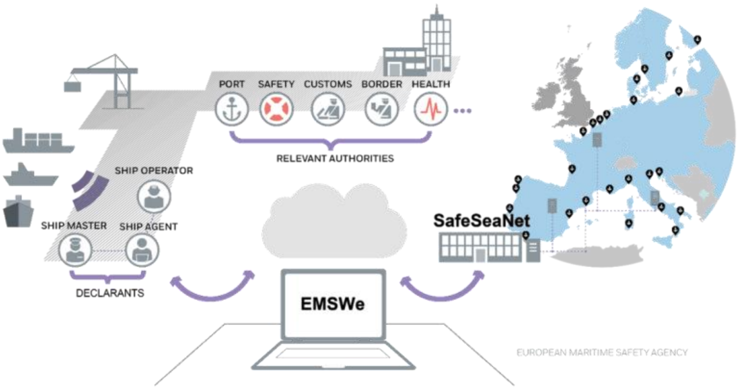
The Department of Transport (DoT) for Ireland is now obligated to build the EMSWe compliant technology platform which is compliant with both European and National requirements. The platform must be agile and modular, being able to facilitate future changes and enhancements aimed at limiting the need for support effort and administrative work. The new Irish EMSWe compliant Software Solution will be known as **FINOG.**

SSI will be replaced by the Software Solution and eventually decommissioned once the maritime industry is able to replicate what is being done in SSI currently. At present, SSI has 467 active users, who can be categorised as read-only users who take information from the platform, as well as 'declarant' users (~130) who input data into the platform and make declarations under their various reporting obligations. For 2025, approx. 23,000 pre-departures and pre-arrival messages were reported into SSI. It is expected that the Software Solution will be scalable and will be able to cater for much greater volumes of messages going through it.

Each MNSW throughout the EU, including the Software Solution, will consist of the common EU requirements and components, as well as those that are particular to the Member State on a national level. To achieve some of the harmonisation referred to above, the EU Commission will provide and maintain some components which will need to be integrated with the Software Solution.

The Software Solution is not required to interact directly with other members states MNSWs. However, it will be required to interface with some common EU components, databases, and EU IT systems. Once such example being SafeSeasNet (SSN). SSN is a vessel traffic monitoring and information system, established to enhance maritime safety, and is managed by the European Maritime Safety Agency (EMSA).

The Software Solution will need to cater for messages (known as formalities) that are exchanged through the digital platform. These messages correspond to vessel movements and related activities, which will be intended and tailored for different audiences and stakeholders. The messages are defined and composed by the EMSWe Message Implementation Guide: https://emsa.europa.eu/emswe-mig/index.htm, which is outlined in further detail below to give context.



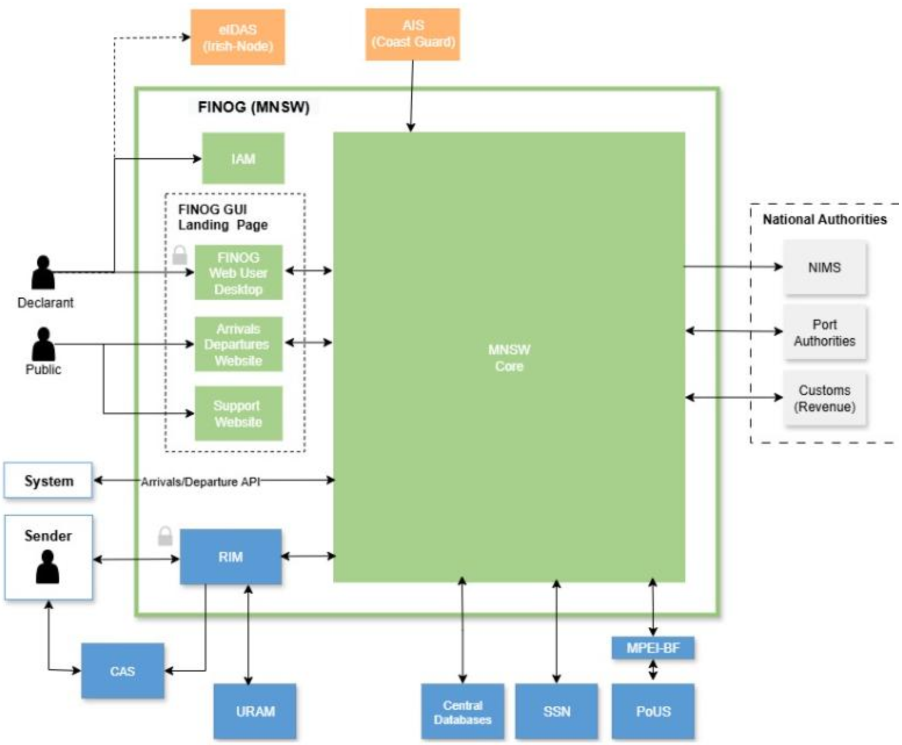
Overview of the European Maritime Single Window environment, as taken from the EMSA website

EUROPEAN AND NATIONAL REQUIREMENTS

The principal requirement of this project is to deliver the Software Solution to meet the legal requirements of Regulation (EU) 2019/1239, and to replace SSI. Please refer to the Library Index accompanying this RFT for the Commission Regulations R01 – R06 for the European legal requirements and implementation guides governing and guiding this project. In addition to the European legislation and commission provided technical guides and components, there will be National Requirements that will need to be built in and supported.

At a high level, the following diagram outlines the overview of the Software Solution and breaks the components into European and National categories, defining what is governed/provided by EMSA/EU and what will be custom built from Ireland as a member state.

Note: Green = National Requirement / Blue = EU Requirement



Message Implementation Guide and Formalities

The Message Implementation Guide (MIG) for the European Maritime Single Window environment (EMSWe) provides and defines detailed functional specifications for the exchange of messages between declarants or data service providers and MNSWs. The MIG aims to standardise the communication of information necessary for fulfilling reporting obligations during port calls. It includes specifications for several types of formalities and ensures that data elements are harmonised to minimise redundancy.

For more information and context on the MIG please see; EMSWe Message Implementation Guide, https://emsa.europa.eu/emswe-mig/index.htm

BUSINESS OBJECTIVES AND PROJECT GOALS

The introduction of the Software Solution will improve the overall maritime traffic management system in Ireland by providing real-time data and enhancing coordination between the different authorities.

Additionally, the Software Solution will incorporate modern technologies like digital documentation and automated systems to enhance decision making and reduce delays in processing maritime traffic information. The Platform will allow for system-to-system interaction to take place within EMSWe allowing for several key benefits, contributing to a more streamlined and efficient maritime transport sector in the EU.

All trade-related data will be exchanged electronically and shared with the appropriate stakeholders when required, leading to better coordination and cooperation between governmental authorities involved in trade-related activities.

SECTION 1: PROJECT REQUIREMENTS

This section outlines the essential elements, specifications, and deliverables necessary for the successful execution of the project. It provides detailed insights into the Business Requirements, Technical requirements, as well as the more general requirements that will guide the project. This is to serve as the foundation for bidders to understand the Contracting Authority's priorities and propose solutions that align with needs. By clearly defining these requirements, we aim to ensure transparency, encourage innovation, and facilitate accurate, competitive bids. Tenderers are expected to carefully review and address each requirement to demonstrate their capability and commitment to delivering quality results.

COMPETITION DOCUMENTS (DEFINITIONS)

The requirements of this RFT are separated across the core documents listed below, that collectively outline the project's requirements (all published competition documents are collectively described as the "Competition Documents").

Each document plays a distinct role in capturing various aspects of the project. By reviewing all documents, tenderers will gain complete visibility into the project's scope and expectations, enabling them to craft informed and competitive proposals and responses. For the avoidance of doubt, references throughout the Competition Documents to the "RFT" and Part 4 requirements shall include the requirements contained in the following core documents unless the context requires otherwise:

- **RFT - Request for Tender**
  This document.

- **CRD - Contractual Requirements Document**
  The Contractual Requirements Document ("CRD") contains the technical, business and project related requirements imposed upon the successful Tenderer for the "Term" as defined in the Services Contract at Appendix 4.

  All Tenderers are required to confirm, by way of the Tenderer's Statement at Appendix 2, that, if awarded the Services Contract at Appendix 4, the Tenderer can deliver all the requirements contained in the CRD. Any queries or clarifications a Tenderer may have concerning the requirements contained in the CRD should be raised during the queries and clarification period described above at paragraph 2.7 of the Instructions to Tenderers.

- **TPRM Information Security Requirements**

The questionnaire is designed to gather pertinent information about a vendor's security practices, operational resilience, compliance adherence, and overall risk management capabilities. The questionnaire has been developed in line with the Contracting Authority's ICT policies and procedures.

KEY PROJECT REQUIREMENTS

1.1 Project Approach and Project Management

Project Phasing

To ensure a structured and efficient execution of this project, the Contracting Authority will be adopting a phased approach to the implementation and delivery of the Software Solution. Each delivery phase is designed to ensure continuous progress, so that milestones can be met in a timely manner.

During the lifecycle of project, minor enhancements will be identified as part of platform maintenance. Tenderers must participate in and adhere to the Contracting Authority's change control processes as part of this, including, for example, attendance at the Change Approval Board.

Requirements that are not fully defined yet have been mentioned under 'Phase 3' listed below. This phase of the project is included in the competition documents to outline to suppliers that there is work that may need to be done at a future date. The requirements are yet to be fully scoped by the third parties involved in this project.

These three distinct phases are designed to ensure flexibility and adaptability, providing a structured approach to the delivery and allowing the project to progress at the earliest opportunity without any undue delays, while ensuring that key milestones are met effectively. The high-level view of phases for this project is as follows:

- **Phase1:** Involves implementing the core components of the current MNSW including having formalities accommodated that are being accommodated currently in the MNSW. This phase will also contain the implementation of the Reporting Interface Module (RIM) and the Graphical User Interface (GUI) which should allow us to replicate our current interface with Customs. Any Declarants who submit formalities through the RIM via System-to-System will also be supported during this phase.

  Essentially Phase 1 will replicate the MNSW, currently in place. We envisage the MNSW functionality being decommissioned and replaced with the Software Solution during this Phase. The SafeSeaNet (SSN) interface will also take place in this phase as it currently exists in the MNSW. The Platform should also have a role-based access control functionality in place during Phase 1 which allows Admin staff of the Software Solution to create and assign users to specific roles to grant specific access.

In addition to this functionality, the European components and interfaces are expected to be integrated during phase one, including the URAM, eIDAS and the set up and connection to the EU databases. A notifications and rules engine must exist in this phase. For a list of this full functionality in detail please reference Section 2: Business Requirements.

- **Phase2:** Involves and includes the on-boarding of known stakeholders into the Software Solution that will be using a System-to-System interface that were not previously integrated in SSI. Tenderers will be working closely with all stakeholders and National Authorities below to ensure that relevant formalities to their operations are catered for through the Software Solution.

  - **Port Authorities** - Accommodating system to system access for any port authorities who use a PMIS. At present, four Irish ports are identified for onboarding to the Software Solution; however, this figure may be subject to revision based on future developments

  - **Irish Customs (Revenue)** - Any formality that revenue will require on a system-to-system basis.

  - **NIMS (National Intelligence Management System)** - Certain formalities will be sent to NIMS, which is an endpoint and division within Irish Customs (Revenue) regarding safety and incident management.

  - **Proof of Union Status (PoUS)** - Ireland will have a direct connection to the European PoUS system, with PoUS formalities being sent to the PoUS system without going to Irish Customs (Revenue) first.
    This is further detailed in this RFT document - Part 4: Section 2: Business Requirements and Section 3: Technical Requirements.

<u>Phase 3 Requirements (Scope and Nature of Possible Modifications to the Services Contract)</u>

- **Phase 3:** Involves the MNSW requirements that have not been, at the time of publication of this RFT, fully defined by the European Commission or relevant third parties including but not limited to Agents, Owners and Masters (AOMs), Revenue/Customs, Irish Port Authorities, An Garda Síochána, Irish Navy, Irish Coastguard, Dept. of Agriculture, Food and Marine (DAFM), Health Services Executive (HSE) and Commission for Irish Lights. (which said requirements shall, for the purposes of this part of the RFT, be described as the “Phase 3 Requirements”).

If the Phase 3 Requirements are defined by the European Commission or Relevant Third Parties during the Term of the Services Contract (if awarded by the Contracting Authority) then in that event:

(i) the Client shall confirm in writing to the Contractor the nature of the Phase 3 Requirements;
(ii) the Services Contract (included at Appendix 4 to this RFT, if awarded by the Contracting Authority) shall be modified as far as is necessary to include the delivery of the Services by the Contractor of the Phase 3 Requirements; and
(iii) the Client shall confirm the date upon which the Contractor shall be responsible for the delivery of the Phase 3 Requirements.

Tenderers should note the following:

i. It is at the discretion of the Contracting Authority to determine whether the Phase 3 Requirements fall within the scope of the Services Contract included at Appendix 4 to this RFT (if awarded by the Contracting Authority).

ii. This part of the RFT is included in these competition documents so as to clearly, precisely and unequivocally state the scope and nature of a possible modification, or modifications, to the Services Contract in response to requirements that have not been, at the time of publication of this RFT, fully defined by the Relevant Third Parties.

iii. The Services Contract included at Appendix 4 to this RFT (if awarded by the Contracting Authority) may be modified on a successive basis as and when the Phase 3 Requirements have been defined by the Relevant Third Parties subject to any such modification(s) complying with the Contracting Authority's obligations at law.

iv. References to the "Contractor" in this part of the RFT means the successful tenderer in respect of this Competition (if the Services Contract included at Appendix 4 to this RFT is awarded by the Contracting Authority and duly executed by the successful tenderer and the Contracting Authority).

v. The pricing contained in the enhancements rate card (as detailed in Appendix 1 of this RFT), as submitted by the Contractor in response to this RFT, shall apply in respect of the delivery of the Phase 3 Requirements by the Contractor.

vi. Details of the Phase 3 Requirements are provided in this RFT so as to inform economic operators that additional work may need to be carried out in the future, pursuant to the Services Contract included at Appendix 4 to this RFT (if awarded by the Contracting Authority), as and when the Phase 3 Requirements have been defined by the Relevant Third Parties.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #1A Project Approach and Project Management)
PR QA 1.1a	Tenderers must provide a project plan outlining key milestones for **Phase 2** of the Project implementation. The Contracting Authority's requirement is to have a timeframe for delivery e.g.: 8 months post go-live of **Phase 1**. Please provide the delivery timeframe that you are committing to as part of your plan for Phase 2. Phase 2 of the project must not go beyond July 2028. **Appendix 6: Timelines and Project Plan** has been created below for project plans to be submitted to in the Tender response document. Refer to the **Supporting Documents – Timelines and Project Plan - Plan on a Page** to assist tenderers, however tenderers may supply their own document/template if they wish to do so.
PR QA 1.1b	Tenderers must detail how resources will be deployed and utilised throughout each phase of the project.
PR QA 1.1c	Tenderers must describe their strategy for managing risks and issues that arise throughout the project.
PR QA 1.1d	Tenderers must describe their approach to how project progress and performance is monitored and measured.

1.2 Quality Assurance

Ensuring high standards of quality is paramount to the delivery and success of this project. This section outlines the specific requirements and expectations for Quality Assurance processes that must be adhered to throughout the duration of the contract.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #1F - Quality Assurance)
PR QA 1.2a	Tenderers must outline their QA approach to this project. Please detail how your organisation adheres to quality assurance processes and how this would be applied to this project? Please include any standards and methodologies that are applied within your organisation.

PR QA 1.2b	Tenderers must outline their strategies for continuous improvement, including how they will incorporate feedback and lessons learned to enhance quality.

1.3 Support, SLAs, and Maintenance

The tenderer must include a copy of their proposed 'Service Level Agreement.' This SLA must include the levels that are listed and outlined below. Any response that cannot meet the minimum requirements of the below will receive zero marks.

Note: Business Hours mentioned below are 09:00am - 18:00pm Monday - Friday (Irish Time; GMT)

Minimum Service Level Agreements

1.) **Response Times**

Target Response Time: Measures the time elapsed from the time of when a call is either logged directly or where an automatic alert creates an event in an ITSM tool and communicates the Support or Incident request, until the successful tenderer has assigned the ticket to a specialist to resolve. The status change from 'new' to 'assigned' should take place, and the user, as well as the Contracting Authority should be made aware that the ticket has been picked up and assigned.

Target Resolution Planning Time: Measures the time spent by the successful tenderer that goes in to resolving the ticket that has been opened and planning a solution or work around to put in place

Target Resolution Time: Measures the time elapsed from the time of when a call is either logged directly or where an automatic alert creates an event in an ITSM tool and communicates the Support or Incident request, until the successful tenderer resolves or cancels the ticket. The duration is measured from the status change of the ticket going from 'new' to 'resolved.'

Trouble	Priority	Target Response Time	Target Resolution Planning Time	Target Resolution Time
Critical Emergency	1	Business Hours: 15 minutes Out of Hours: 3hrs	Business Hours: 2hrs Out of Hours: 4hrs	Business Hours: 3.5hrs Out of Hours: 5hrs
Urgent	2	Business Hours: 1hrs Out of Hours: 5hrs	Agreed at Response Time	Agreed at Resolution Planning Time
Normal	3	Business Hours: 4hrs		

		Out of Hours: 10hrs	Agreed at Response Time	Agreed at Resolution Planning Time
Low Priority	4	Business Hours: 8hrs Out of Hours: 24hrs	Agreed at Response Time	Agreed at Resolution Planning Time

The below table measures the number of incidents that are reopened due to the reoccurrence of the original error. The parameters, calculation method, and maximum value of this indicator are given below.

Note: The original incident will not be considered when measuring this metric.

Parameter	**Calculation Method**	**Maximum**
Incidents produced by reoccurrence of the original error	Number of reoccurring incidents / total incidents	5%

2.) **Availability:** The minimum SLA for the Software Solution regarding availability is taken to match European Requirements for the EU components. This figure is **99.80%**.

Ref	**QUALITATIVE ASSESSMENT (QA)** **(Award Criterion #2A - Support, SLAs, and Maintenance)**
PR QA 1.3a	Your organisation must have formal incident management procedures in place, preferably using industry standards (e.g. ITIL). This must include a ticketing system which needs to be accessible to the Contracting Authority. Please give details on this. Additionally, please outline your incident response plan.
PR QA 1.3b	Please outline your proposed Service Level Agreement, including any improved metrics to the SLAs listed above or a higher level of support if available and applicable. This must cover response times, resolution times, and availability, as well as any and other key performance indicators to ensure high-quality support.
PR QA 1.3c	Tenderers must outline the details of their Hypercare support package and what it includes and entails.
PR QA 1.3d	Tenderers must provide a detailed Support and Maintenance Plan. This plan must ensure the continued performance, security, and usability of the solution throughout the contract period.
PR QA 1.3e	Tenderers must provide details of the full life cycle support, including: • Commissioning and Deployment: Support during initial setup, configuration, and integration.

	• Operational Support: Ongoing helpdesk, troubleshooting, and maintenance services. • Specify the available channels for support (i.e. email & phone).

1.4 Platform Training

There are different types of Roles and Responsibilities within the Software Solution system;

- **Declarants (Agents, Owners Masters)** - Are the users who will be inputting data into the system, submitting the formalities/messages that are outlined in the MIG, and making declarations.
- **Internal Admin Users** - The users who have an admin role on the Software Solution from within the Contracting Authority. They will be primarily responsible for managing compliance, as well as supporting the other two roles in submitting and receiving messages through the GUI. They will also be managing day to day access through the Role based control functionality
- **Data Receivers (The various National Authorities) -** The various arms of the state and National Authorities who will have an account or endpoint to collect Formalities from the Software Solution, either through the GUI or on a System-To-System basis

When focusing on Platform training requirements, it is important to note that the delivery methods and training content will vary depending on who the training is intended to be delivered for.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #1D - Platform Training)
PR QA 1.4a	Tenderers must describe their approach to training and knowledge transfer, including the development of user-focused learning materials, delivery of training sessions, and provision of ongoing support. The response should demonstrate how the approach will be tailored to meet the needs of diverse user groups and ensure long-term capability building.
PR QA 1.4b	Tenderers must outline any additional services, innovation, or value they could bring to the project in relation to training that may be of benefit to the Contracting Authority or the Software Solution's end users.

1.5 Organisational Standards

The Contracting Authority is committed to maintaining the highest standards of excellence regarding this project.

In this section, tenderers will be given the opportunity to outline any relevant, recognised standards beyond this that they currently hold in the requirements below.

Ref	QUALITATIVE ASSESSMENT (QA)

	(Award Criterion #1E -Organisational Standards)
PR QA 1.5a	Tenderers must outline any relevant and recognised standards or certifications e.g. ITIL that your organisation holds that you believe may be of benefit to this project.

1.6 Stakeholder Engagement

This project is heavily driven by the presence of stakeholders and the different authorities, businesses and government bodies that have a role in either submitting, or receiving data put through the Software Solution.

The various stakeholders and their roles are outlined in the table below.

Stakeholder	Role
Agents, Owners, and Masters (AOM's). Also known as the declarant	The declarant is any natural or legal person who is subject to reporting obligations or any duly authorised natural or legal person acting on that person's behalf within the limits of the relevant reporting obligation.
Revenue / Customs	Customs authorities are responsible for collecting and processing data related to the movement of goods. Additionally, Customs authorities use the data provided through the EMSWe to enhance security and perform risk assessments. This helps in identifying potential threats and ensuring the safety and security of the supply chain.
Irish Port Authorities	Responsible for managing vessel movements and ensuring operational efficiency at ports in relation to ship arrivals, departures, and stays. Port Authorities will use data collected through the Software Solution to ensure port security and compliance.
IPIU (Irish Passengers Information Unit)	Established to collect and process PNR data for the purpose of the prevention, detection, investigation and prosecution of terrorism and serious crime.
An Garda Siochana	The Irish police force, which will collect Passenger information from the IPIU in relation to the areas of Serious Crime and Immigration.
The Irish Navy	The navy helps maintain the security of maritime operations by monitoring and protecting shipping routes. The Irish navy will collect data from the Software Solution in relation to safety as one of Ireland key defence forces.
The Irish Coast Guard	Involved in search and rescue services off Irelands coast. The coast guard will also access Vessel, passenger, and hazardous goods data as part of its operations. The Irish coast guard provides the AIS feed to Safe Seas Ireland currently, which we will expect to continue with the Software Solution. (Detailed further in technical requirements).

Department of Agriculture, Food, and the Marine (DAFM)	Interested in the Import and Export of livestock, bloodstock, and food products.
Health Service Executive (HSE)	Irelands National Health service. Require Declaration of Health certificates for vessels on an exception basis.
Commission for Irish Lights	Use vessel movements for billing purposes.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #1B - Stakeholder Engagement
PR QA 1.6a	Tenderers must define how engagement with the various stakeholders will be conducted. What methodologies would you implement here? Please outline how your organisation would collaborate with the various stakeholders to refine and document the various requirements, with particular attention given to those stakeholders who will be using a system-to-system method.
PR QA 1.6b	Tenderers must outline any additional value they may bring to the stakeholder engagement process, including innovative methods, tools, or practices.

1.7 Project / Business Documentation

In addition to the project plans requested in 2.1 as part of this tender exercise, the Contracting Authority has listed a requirement for a Project Initiation Document (PID) to be created (CRD – Contractual Requirement Document PCR 2.1e) at the beginning of the project**,** which would be required to outline what Project Artefacts and documents will be created as part of Project.

The Contracting Authority requires the following artefacts and documents to be created and maintained which are flagged in the Contractual Requirements Document. Tenderers additionally can provide what other artefacts and documents they would commit to producing beyond the ones defined by the Contracting Authority.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #1C - Project/Business Documentation)
PR QA 1.7a	Tenderers must outline any additional documents and/or Project artefacts you would commit to producing and maintaining throughout the lifecycle of the project and post-support.

1.8 Resources - Curriculum Vitae (CV)

Tenderers must download the appended CV template in Appendix 7 and complete as part of qualitative requirements listed below. Tenderers must return CVs for those resources that they are proposing for the roles as part of this project. Specifically, each candidate must have a minimum of three years of professional experience in their respective roles. This requirement is essential to guarantee that all personnel involved have the expertise and practical knowledge to effectively contribute to the project. The appended CVs below correspond to the roles outlined in the Rate Card section of the Pricing Schedule. Tenderers are encouraged to submit at least one CV per proposed role. However, it is anticipated that multiple resources will be proposed by tenderers to fulfil the various roles by tenderers, reflecting the scale and complexity of the requirements.

Two-Pages Maximum: Please ensure each CV is limited to two pages. The CV should highlight the candidate's relevant knowledge and experience
with applicable technologies in similar environments. Focus should be given on key skills, certifications, and notable projects that align with the requirements of the role. As per the Award Criteria, marks will be awarded for quality and relevance of returned CVs.

To achieve minimum marks in the Resources CVs section, the Contracting Authority requires that proposed personnel have demonstrable experience on engagements of comparable nature, and that the experience outlined is clearly relevant to the specific roles being proposed.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #8a- Resources CVs)
PR QA 1.8a	Tenderers must provide the proposed project team and CVs of the key resources assigned to this project, including their geographical location. CVs must be downloaded from the provided template in Appendix 7. Marks will be awarded for the experience, competency and skills described in the CVs for the project team provided. Tenderers should note that the key resources provided will be known as "Key Personnel" for the purposes of the Services Contract included at Appendix 4.

1.9 Exit Strategy

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #2B - Exit Strategy)
PR QA 1.9a	Tenderers must outline a detailed exit management strategy. Please include the details listed in Schedule L, Annex 1 - Details of Exit Management Plan in the Services Contract (included at Appendix 4).

1.10 Client Satisfaction and Commitment to Project Success

An important aspect of this tender exercise is understanding how the winning tenderer will commit to delivering success to the project and understanding what value they may bring beyond the basic requirements.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #1G - Client Satisfaction)
PR QA 1.10a	Tenderers must outline their approach to identifying and addressing potential issues before and as they escalate.
PR QA 1.10b	Tenderers must outline what steps they will take to stay updated on any changes in regulations, technical guides or data sets that will have an impact on this project.
PR QA 1.10c	Tenderers must outline how they will ensure that their team aligns with the Contracting Authority's organisational culture and ways of working. What steps will you take to understand how the Contracting Authority operates on a day-to-day basis and how will you integrate with the internal teams and divisions.

1.11 Environmental and Sustainability Effort

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #6A - Approach to the delivery of Environmental and Sustainability effort)
PR QA 1.11a	In line with public policy, guidelines, and requirements in respect of the procurement of goods and services by public bodies, the Contracting Authority will award marks in respect of measures which reduce the environmental impact associated with the provision of the required Services to the Contracting Authority. Marks will be awarded for environmental measures including Activities associated with supporting environmental measures (e.g. staff sustainability and awareness training, environmental management system implementation, and sustainability management systems).

1.12 Functionality Over and Above the Contractual Requirements

The Contracting Authority is aware that many Software solutions that meet the requirements contained in the competition documents may contain functionality, features, and modules over and above those listed as Contractual Requirements throughout these Competition Documents. This for example could be GIS functionality along with GIS utility toolkit, Port Management System modules, LRIT functionality etc.

Tenderers will be given the opportunity here to provide details of all additional functionality that is not listed in the Contractual Requirements.

Marks will not be awarded if already listed. Marks will be awarded for both the usefulness and relevance of this functionality to the Software Solution.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #7A - Additional Functionality, Innovation and Value)
PR QA 1.12a	Tenderers must describe in detail any innovative functionalities in the proposed Software Solution that are not already included in your response within the RFT. The following is desirable: • BI/Reporting dashboards and graphical representation of maritime traffic to provide real-time and historical data visualisation (e.g. charts, KPIs) tailored to user roles (e.g. port authority, customs). • functionality that might assist declarants with populating vessel details to ensure they are entering correct information.
PR QA 1.12b	Please outline if your product is compliant with Web Accessibility Guidelines (E.g. WGAC 2.1/2.2) or equivalent.
PR QA 1.12c	Please outline any relevant and recognised standards that your organisation holds that you believe may be of benefit to this project beyond what is listed in the Contractual Requirements Document.

SECTION 2: BUSINESS REQUIREMENTS

These Business Requirements outline the functional and non-functional requirements for the development and implementation of the Software Solution - Ireland's implementation of the European Maritime Single Window environment (EMSWe).

The Software Solution is the nationally established and operated technical platform for receiving, exchanging, and forwarding electronically information to fulfil maritime reporting obligations. The principal requirement of this project is to deliver the Software Solution to meet the legal requirements of Regulation (EU) 2019/1239 establishing a European Maritime Single Window environment (See LI19) and to replace the current Irish maritime platform 'Safe Seas Ireland (SSI)'. For a full overview of the project and its background and scope, please reference Section 1: Project Requirements.

The purpose of the business requirements is to clearly define the business needs, objectives and expected outcomes to guide the successful design and delivery of the Software Solution.

These business requirements should be read in conjunction with the following appendices that have been prepared to assist vendors to understand the business needs for developing the Software Solution in compliance with the Regulation (EU) 2019/1239 establishing a European Maritime Single Window environment (See LI19).

a) Formality Matrix Guide

Refer to the Formality matrix guide within the Supporting Documents for guidance only. It provides a detailed breakdown of:

- Each formality, linked to the relevant data elements, format, rules, conditions, guidance, and code lists. *(Refer to Formalities and the Message Implementation Guide Section 2.1 for more detail).*
- Reporting obligations
- Formality response types
- Category of Responses
- Formalities that are subject to updates and withdrawals.

b) Formality workflows

The Formality Workflow Examples in Part 4: Section 2 - 2.1 should also be used for guidance only. They provide a visual representation of:

the processing of various maritime 'formalities,' indicating when they may get submitted.

- the corresponding response types within the Software Solution.
- the interactions and exchange of data between the declarants, the Software Solution, and the various stakeholders.

which formalities are mandatory, conditional, and optional.

Note: Formality submission varies depending on vessel types and conditions. As the Matrix guide and workflow diagrams are merely provided to give context and guidance, please always refer to the EMSWe Message Implementation Guide as the sole source to be used.

BUSINESS REQUIREMENTS

This section outlines the key business requirements involved in this project. It provides context and guidance to assist tenderers in understanding the goals and objectives of the project from a business level, and what the Contracting Authority is aiming to achieve. This is to assist tenderers in understanding the project, as well as to help bidders in developing responses and proposals. The document sets out functional and nonfunctional requirements for the Software Solution and ensures that the Contracting Authority is compliant with achieving legislative requirements set out by the EU that are relevant to the scope of this project.

Compliance with these regulations is essential to ensure adherence to applicable safety, environmental and operational standards within the maritime domain. All applicable directives, regulations and technical standards must be considered throughout the design and implementation phases.

Refer to the EU Commission Regulations for the legal requirements governing the requirements of this project, and the technical implementation guides set out by the EU that must be always followed during project delivery.

The Software Solution will need to cater for messages known as **formalities** which are exchanged through the digital platform. These messages correspond to vessel movements, activities, and warnings, which will be intended and tailored for different audiences and stakeholders. They will be defined and composed by the EMSWe Message Implementation Guide (MIG), which is outlined in further detail below. Formalities may be sent and received through the Software Solution either by the GUI or through the Reporting Interface Module (RIM), using the System-to-System method of messaging. Refer to the Technical Requirements for the specific technical details.

In assessing Ireland's National requirements, several key stakeholders are involved in this project and are covered in greater detail below. Within the Single Window framework, both Declarants (Submitters of formalities), and the National Authorities (Receivers of formalities) can be categorised based on their method of data interaction. National authorities fall into two groups: those who access formalities via the graphical user interface (GUI) for informational purposes only, and those who receive data system - to - system through the Reporting Interface Module (RIM), enabling automated processing and integration into their internal systems. Similarly, declarants - the submitters of data - can either transmit information directly via system - to - system integration or manually input formalities through the GUI. This dual - channel architecture ensures flexibility, accommodates varying levels of digital maturity, and supports seamless data exchange across all stakeholders.

ONLINE EUROPEAN DOCUMENTATION

Note: Tenderers are expected to reference external EU documentation throughout this document, which gives a detailed breakdown and implementation guidance on the various components. This will assist tenderers understanding the scope of work needed to be carried out during the build and implementation.

2.1 FORMALITIES AND THE MESSAGE IMPLEMENTATION GUIDE (MIG)

Formalities

The information exchange between declarants and authorities uses the concept of a formality. The term "formality" is used as a general term for declarations as well as for notifications. A formality consists of a coherent set of data elements related to reporting obligations. Each formality may address one or more reporting obligations. Refer to Annex I of Commission Delegated Regulation (EU) 2023/205 (See LI20).

In line with the "reporting once - only" principle, the overlap of data elements in distinct formalities is minimised. All validation rules for each of the formalities must be adhered to as per the legislation, which is primarily found in Annex II of the Commission Delegated Regulation (EU) 2023/205 (See LI20).

EMSWe Message Implementation Guide

The EMSWe Message Implementation Guide (MIG) - currently at v3.0.0 provides and defines detailed functional specifications for the exchange of messages between declarants or data service providers and MNSWs. The MIG aims to standardise the communication of information necessary for fulfilling reporting obligations during port calls. It includes specifications for various types of formalities and ensures that data elements are harmonised to minimise redundancy.

There are a select number of formalities where the National Authority will be the process owner and as such will be expected to provide a response to the declarant of each formality.

While ship clearance, notification of loading/unloading, service requests and specific Customs formalities require a process, they have different response types. Within the MIG, refer to MIG - P16 which defines the two categories of responses: '**Formality'** and '**Process'**. The attached Formality matrix guide indicates these also for reference, in 'column F.' There are various formalities required by and sent to the different National Authorities as information only. The authority may not be the process owner and therefore not obliged to respond to the Declarant.

The formalities below are loosely grouped into the different phases of a vessel's port visit, movement, and services. They are outlined here to give context and understanding to tenderers.

The Formality matrix guide also is a quick reference to which EU and National Authorities are designated to receive each corresponding formality over a system-to-system basis through the RIM. This may be achieved by filtering on column D for RIM only and viewing the results on 'columns K to O' inclusive. All other stakeholders will be using the GUI for retrieving formalities and will be managed via **Role Based Access Control (RBAC)** and with the **Rules Engine**.

All formalities will be submitted by the declarants via the GUI, or their sender systems through the RIM (System to System). Each formality must be provided with a header part MAI (i.e. Main), which contains information applicable to all formalities (e.g. identification of the declarant, identification of formality type, metadata). The MIG and the legislation remains the definitive source of truth in relation to all aspects of formalities and outlines the structure and fields contained within each formality.

As mentioned in the Project Requirements, the scope for declarants who are obliged to submit these formalities to the Software Solution are as follows:

- All passenger carrying vessels of 300 gross tons or over
- All cargo ships of 300 gross tons or over
- Fishing vessels of 45 metres length and over
- Recreational craft vessels of 45 metres length and over

Section 2.1 of this document outlines the various formalities in greater detail. The following formalities are currently not in scope for the Software Solution and will not be used:

1. ABS - Absentee declaration
2. DUE - Fairway and port dues declaration
3. POA - Notification of pontoon arrival
4. POD - Notification of pontoon departure

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3B - Formalities and MIG Requirements)
BR **QA** **2.1a**	Tenderers must outline any features or components that their proposed solution would contain that would assist in achieving: • compliancy with all principles within the Message Implementation Guide and Data Set Regulation (Commission Delegated Regulation (EU) 2023/205 (See LI20). • submission and receiving of the formalities as defined in the MIG and the corresponding Data Set. Refer to Annex II-Section 2 of Commission Delegated Regulation (EU) 2023/205 (See LI20). • the implementation of all formalities following the structured message types, as outlined in the MIG and the data set regulation (Commission Delegated Regulation (EU) 2023/205 (See LI20). • compliancy with the Rules, conditions, and guidelines section of the MIG. • mechanisms for validating message structure, semantic accuracy, and error handing when declarants submit messages through the GUI; in accordance with the 'Format,' 'Occurrence' and 'Code list' section under each formality in the MIG. • the support of the submission, update, and cancellation mechanisms for each formality, as well as the receipt, validation and response mechanisms from authorities as outlined in the MIG. This includes handling both Formality Responses (acknowledgment of receipt after semantic checks) and Process Responses (e.g., clearance decisions or release notifications). • allowance for the attachment of a Side Shell Plan when declarants submit formalities, as outlined in the MIG.

	• the provision of a header part MAI (i.e. Main) for each formality, containing information applicable to all formalities (e.g. identification of the declarant, identification of formality type, metadata). • a replace mechanism which applies when a formality is updated (Refer to MIG-P23).
BR **QA** **2.1b**	Tenderers may outline any considerations or risks that the Contracting Authority may not have considered regarding the MIG, the data set or formalities. Refer to Annex II - Section 2 of Commission Delegated Regulation (EU) 2023/205 (See LI20).

Pre-Arrival

A **"pre-arrival"** refers to the set of information and data that gets submitted by a ship before it arrives at its destination port within the European Union. The following formalities are categorised under pre-arrival.

VID - Request for Visit ID - mandatory

Overview: The VID is a mandatory formality and the initial step in digitally announcing a port visit through the MNSW. Formalities and responses need to have a unique identification for a ship port call: the Visit ID. The Visit ID is unique at the Member State level and is issued by the MNSW. Each Visit ID is related to one ship and one port of call. It is not allowed to change the ship, or the port associated to a certain Visit ID. The VID is generated to give full traceability of each port visit. All connected authorities and platforms use the same ID, so integration between systems is critical.

Submission Criteria: The VID is created either System-to-System or may be generated through the GUI by declarants. It must be submitted before any other formalities in relation to a vessel's voyage so that all corresponding formalities can be linked to that port of call.

SID - Ship identifiers notification - mandatory

Overview: The SID is a mandatory reporting formality which ensures that all relevant vessel identification details are submitted and maintained accurately for regulatory, security and operational purposes. This notification is crucial for maritime authorities, port operators, and customs officials to correctly identify vessels calling at EU ports.

Submission Criteria:

The SID is required once per ship, before any other formalities (e.g. arrival notification) are submitted for a port call or whenever there is a change in the ship's identifying data e.g. vessel ID or registration details.

It is also required before departure if there are updates or changes.

Applicable to:

- Cargo ships
- Passenger ships
- Tankers
- Ro-ro vessels
- High-speed craft
- Mobile offshore units
- Other commercial vessels calling at EU ports
- These vessels must have their identifiers registered and updated in the EMSWe Ship Database (ESD) via the (MNSWs.

Not applicable to:

- Fishing vessels under 45m
- Pleasure craft and recreational boats under 45m
- Military or state-owned non-commercial vessels
- Domestic-only vessels, unless required by national rules

Legislation: EU Directive 2002/59 as amended

NOA - Notice of pre arrival - mandatory

Overview: The NOA is a **mandatory** formality ensuring that port and EU/National authorities receive essential information about an incoming vessel before it arrives at its destination port.

Submission Criteria: The NOA is required at least 24hrs before arrival. It must be submitted on departure from the last port if the voyage is less than 24hrs. If the port of call is not known at the time of departure, the notice must be sent as soon as the port is known.

Applicable to:

- All passenger carrying vessels of 300 gross tons or over entering EU ports
- All cargo ships of 300 gross tons or over
- Fishing vessels of 45 metres length and over
- Recreational craft vessels of 45 metres length and over

Not applicable:

- Warships and state-owned non-commercial vessels
- Certain historical or inland waterway vessels
- Ships not engaged in international or EU port calls

Legislation:

- Directive 2002/59/EC

- [Council Directive 98/41/EC] Articles 4(2) and 5(2)
- FAL 1: General Declaration

COA - Cancellation of port call

Overview: The COA formality is optional and is used to formally cancel a previously submitted NOA, i.e. declaring the vessel will no longer be arriving at or calling at an EU port. A COA may only be submitted by the declarant of the original VID formality.

All related formalities may be cancelled by sending a COA which is acknowledged by a formality response. After successful cancellation of a visit, no further formalities may be sent for the same Visit ID. Cancellations are final and cannot be withdrawn.

Submission Criteria: The COA may be sent any time but is dependent on a VID being submitted first. It should be sent as soon as the decision to cancel the port call is confirmed, preferably before the NOA, i.e. before the vessel enters territorial waters or the expected arrival time. It must be prior to formal entry, or clearance processes have been completed.
Earlier notification allows for better operational adjustments by stakeholders.
Applicable to:

- All passenger carrying vessels of 300 gross tons or over entering EU ports
- All cargo ships of 300 gross tons or over
- Fishing vessels of 45 metres length and over
- Recreational craft vessels of 45 metres length and over

Not applicable to:

- Warships and state-owned non-commercial vessels
- Inland waterway vessels do not subject to EMSWe reporting
- Ships not required to submit a VID formality

Legislation: Not applicable

NAC - Notification of arrival to the customs office of first entry - mandatory

Overview: The NAC is a mandatory reporting formality, ensuring that customs authorities receive timely and accurate information about a vessel's arrival at its first EU port. It is essential for Customs clearance, security assessments and compliance with trade and border control regulations. If a vessel makes multiple EU port calls, this notification is only required at the first one.
Submission Criteria: The NAC is required before arrival at the first EU port.

Scope: applies to all seagoing commercial vessels carrying goods into the EU, including:

- Container ships
- Bulk carriers
- General cargo ships
- Tankers (oil, chemical, gas)
- Ro-ro cargo vessels
- High-speed cargo craft
- Multi-purpose and heavy-lift vessels

These vessels must notify the customs office on arrival at the first EU port, indicating:

- The arrival of the vessel
- The presence of goods on board
- The intention to unload or transit goods

This notification is part of the pre-arrival customs process and is required before goods can be presented for customs control.

Not applicable to:

- Passenger ships (unless carrying cargo)
- Fishing vessels
- Pleasure craft and recreational boats
- Military or state-owned non-commercial vessels
- Vessels operating exclusively within the EU (depending on national customs rules)

Legislation: Regulation (EU) No 952/2013 Article 133

TSD - Temporary storage declaration - mandatory

Overview: The TSD is a mandatory reporting formality used to declare non-Union goods that are temporarily stored at an Irish port before being assigned a customs procedure (e.g., import, transit, or re-export). This ensures customs authorities have visibility over goods stored in port areas while awaiting further processing.

Submission Criteria: The TSD is required prior to or upon arrival at port.

Applicable to all seagoing vessels carrying non-Union goods into the EU, including:

- Container ships
- Bulk carriers
- General cargo ships
- Tankers (oil, chemical, gas)
- Ro-ro cargo vessels
- High-speed cargo craft
- Multi-purpose and heavy-lift vessels

These vessels are required to submit a temporary storage declaration if:

- They are carrying non-Union goods
- The goods are not immediately placed under a customs procedure upon arrival
- The goods are to be stored temporarily under customs supervision

Not applicable to:

- Passenger ships, unless carrying non-Union goods
- Fishing vessels, unless carrying non-Union goods
- Pleasure craft and recreational boats, unless carrying non-Union goods
- Military or state-owned non-commercial vessels, unless carrying non-Union goods
- Vessels operating exclusively within the EU, unless carrying non-Union goods

Legislation: Regulation (EU) No 952/2013 Article 145

TSR - Temporary Storage Declaration with reduced dataset

Overview: The TSR is a simplified version of the standard Temporary Storage Declaration (TSD), which is used when non-Union goods are temporarily stored upon arrival in the EU before being placed under a customs procedure or re-exported. The reduced data version is submitted by an AOM responsible for the goods and intended for specific scenarios where a full declaration is not required, often due to the nature or volume of the goods.

Submission Criteria: The TSR is required prior to or upon arrival at port.
Applicable to all commercial seagoing vessels carrying non-Union goods into the EU, including:

- Container ships
- Bulk carriers
- General cargo ships
- Ro-Ro vessels (Roll-on/Roll-off)
- Feeder vessels
- Short-sea shipping vessels

Not applicable to vessel types that do not carry cargo requiring customs processing such as:

- Passenger ships and ferries (unless carrying freight)
- Fishing vessels
- Recreational craft and yachts
- Naval or state-owned vessels on non-commercial missions
- Offshore support vessels (e.g., supply ships, survey vessels)

Legislation: Regulation (EU) No 952/2013 Article 145

Note: At present, this formality is not required by Irish Customs

CAR - CGM Amendment Request

Overview: The CAR formality is required to correct, update or withdraw previously declared cargo information - see CGM. It ensures that customs, port authorities, and other regulatory bodies are working with accurate, current cargo data tied to a ship's port call.

Submission Criteria: The CAR is required before the cargo operation is completed or the vessel departs or as soon as a discrepancy or update is identified. More than one amendment request may be submitted per visit.

Applicable to commercial seagoing vessels carrying goods into the EU, particularly those that have submitted a cargo manifest and need to amend it. This includes:

- Container ships
- Bulk carriers
- General cargo ships
- Tankers (oil, chemical, gas)
- Ro-ro cargo vessels
- High-speed cargo craft
- Multi-purpose and heavy-lift vessels

These vessels are required to submit a CGM and may need to amend it if:

- There are discrepancies in the cargo data
- Goods are added, removed, or reclassified
- Errors are discovered post-arrival

Not applicable to:

- Passenger ships (unless carrying cargo)
- Fishing vessels
- Pleasure craft and recreational boats
- Military or state-owned non-commercial vessels
- Vessels operating exclusively within the EU, unless carrying non-Union goods

Legislation: Regulation (EU) No 952/2013 Articles:153 to 155

SRV - Request for service

Overview: The SRV is a port formality used to formally request port or ship services in connection with a vessel's port call. It ensures coordination and scheduling of operational services that a vessel requires during its stay in port. This request can cover services such as Tug assistance, Pilot boarding, Berthing/unberthing, waste reception, freshwater supply, bunkering, cargo handling services, mooring/unmooring, or any other ancillary services as needed by the ship.

Submission Criteria: The SRV is required prior to vessel arrival and/or before departure. Certain services require minimum advance notice (e.g. 24hr-72hrs). The service providers confirm acceptance/rejection, the availability of requested services, schedule service timings.

Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

CRT - Ship certificates - mandatory

Overview: The CRT is a mandatory, which ensures that vessels calling at EU ports have valid and up-to-date certifications related to safety, security, environmental compliance, and operational standards.

Submission Criteria: The CRT is required:

- before arrival at the port as part of pre-arrival formalities.
- before departure (if there are updates or changes to certifications).
- whenever a new certificate is issued or an existing certificate is renewed, updated, or revoked.

Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

DUE - Fairway and port dues declaration

Currently not in scope for the Software Solution **and will not be used.**

Overview: The DUE is a reporting formality that ensures vessels declare and settle fairway and port dues before, during or after their stay in a port. It facilitates accurate fee calculations, compliance with EU and IMO regulations, and financial transparency between ports and vessel operators. These dues contribute to the maintenance of maritime infrastructure, navigational safety, and port operations.

Submission Criteria: The DUE is required before arrival, during port stay, or before departure, depending on local port regulations.
Legislation: Harbours Act, 1996, Section 13

EXP - Notification of expanded inspection

Overview: The EXP is a formal notification used by Port State Control (PSC) authorities to inform the vessel, port authority, and relevant stakeholders of an upcoming expanded inspection to be carried out on the vessel during its port call. It is the EU's effort to target substandard ships and ensure compliance with international safety, environmental, and labour standards.

Submission Criteria: The EXP is required if there is an Expanded Inspection due, 72 hours before arrival (or before departure if the voyage is shorter) to the port State control authority. It may also be triggered at any point prior to departure if a safety concern arises.

Applicable to depending on their risk profile, age, and inspection history:

- All ships with a high-risk profile, regardless of type or age, which have not been inspected in the last 5 months
- Oil, gas, and chemical tankers, bulk carriers, and passenger ships that:
    - Are more than 12 years old, and
    - Have a standard risk profile and not inspected in the last 10 months, or

Have a minimal risk profile and not inspected in the last 24 months

Not in scope:

- Fishing vessels
- Pleasure craft and recreational boats
- Military or state-owned non-commercial vessels
- Vessels not eligible for expanded inspection (e.g., low-risk vessels recently inspected)

Legislation: Directive 2009/16/EC Article 9 and Article 24(2)

ACT - Expected activities declaration

Overview: The ACT is an optional formality depending on the vessel's requirements. It ensures that authorities and port operators receive advance information on planned ship activities during the stay at the port. This helps in managing port resources efficiently and ensuring compliance with safety, security, and environmental regulations.

Refer to the **MIG Code Lists** - Activity Types.

Submission Criteria: The ACT is required before the vessel arrives at the port (typically along with the Notice of Pre-Arrival.

Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

EFF - Crew's effects declaration

Overview: The EFF is used to declare personal belongings and effects belonging to the crew that are carried on board a vessel and not part of the ship's stores or cargo. It also helps customs and port authorities monitor goods for customs control purposes, prevent unauthorised import/export, and ensure compliance with security, safety, and tax regulations.

Submission Criteria: The EFF is required on Arrival, on Departure or when a crew member is disembarking with declared effects.

Applicable to:

- All passenger carrying vessels of 300 gross tons or over
- All cargo ships of 300 gross tons or over

Not in scope:

- Recreational craft
- Fishing Vessels

Legislation: FAL 4: Crew's Effects Declaration

CWA - Crew list at arrival

Overview: The CWA is a mandatory formality ensuring that all crew members on board a vessel are properly documented upon arrival at a port. This declaration supports immigration, customs, security, and health inspections, facilitating efficient processing and compliance with EU regulations.

Submission Criteria: The CWA is required before vessel arrival (as part of the pre-arrival formalities). Updated upon actual arrival if there are any changes to crew details.

Applicable to:

Article 8 of Regulation (EU) 2016/399 requires that border checks be carried out on persons crossing external borders, including those arriving by sea. It mandates that carrier operators (e.g., shipmasters or agents) provide information about persons on board, including crew.

All vessels arriving from outside the Schengen Area, including:

- Cargo ships
- Passenger ships
- Tankers
- Ro-ro vessels
- High-speed craft
- Offshore support vessels

This applies regardless of flag, if the vessel is entering the external maritime border of the EU.

Under the IMO FAL Convention, FAL Form 5 is used to declare the crew members on board a vessel. It is required for all commercial vessels arriving at or departing from a port, including:

- Cargo ships
- Passenger ships
- Tankers
- Ro-ro vessels
- High-speed craft
- Mobile offshore units

Not in Scope:

- Pleasure craft and recreational boats
- Military or state-owned non-commercial vessels
- Fishing Vessels
- Domestic-only vessels, unless crossing an external border or required by national rules

Legislation:

- Regulation (EU) 2016/399 Article 8
- FAL 5: Crew List

PXA - Passenger list at arrival

Overview: The PXA formality provides the complete official list of all passengers onboard a vessel upon its arrival at a port. It is a legal requirement under both EU regulations and international maritime conventions. It supports border control and immigration authorities, facilitates port security and customs control. It also assists in emergency response planning and ensures compliance with public health and safety protocols.

Submission Criteria: The PXA is require before the vessel's arrival in the port, 24hrs before arrival or immediately if sailing time is <24hrs. Authorities review the list for Immigration compliance (e.g. visa status), security alerts (watchlists), public health requirements.

Scope:

Article 8 of Regulation (EU) 2016/399 requires that border checks be carried out on persons crossing external borders, including those arriving by sea. It mandates that passenger data be provided in advance to border authorities.

- Passenger ships arriving from non-Schengen countries
- Cruise ships, ferries, and high-speed passenger craft operating international routes
- Any vessel carrying passengers across external EU borders

Articles 4(2) and 5(2) of Directive 98/41/EC concerns the registration of persons on board passenger ships operating to or from EU ports.

- Passenger ships carrying more than 12 passengers
- Ships operating on international or domestic voyages to/from EU ports
- Ferries, cruise ships, and high-speed craft carrying passengers

Under the IMO FAL Convention, FAL Form 6 is used to declare passenger details for ships arriving at or departing from ports. This includes all commercial passenger vessels calling at ports, including:

- Cruise ships
- Ferries
- High-speed passenger craft
- Ro-pax vessels

Not in scope:

- Cargo ships not carrying passengers
- Fishing vessels
- Pleasure craft and recreational boats
- Military or state-owned non-commercial vessels
- Domestic-only vessels carrying fewer than 13 passengers (unless required by national law)

Legislation:

- Regulation (EU) 2016/399 Article 8
- Council Directive 98/41/EC Articles 4(2) and 5(2)

- FAL 6: Passenger List

HZA- Notification of hazardous materials (dangerous and polluting goods) on board at arrival

Overview: The HZA is a mandatory declaration submitted by vessels irrespective of its size or flag, carrying hazardous cargo when arriving at an EU port. This notification ensures that port authorities, emergency response teams, customs, and environmental agencies are informed about the nature and quantity of dangerous goods on board.

It is required at the latest upon departure from the loading port or as soon as the port of arrival or the location of the anchorage is known if this information is unavailable at the moment of arrival.

Submission Criteria: The HZA is required at the latest upon departure from the loading port or as soon as the port of destination or the location of the anchorage is known.

Applicable to:

- Tankers (oil, chemical, LNG/LPG)
- Bulk carriers (carrying hazardous bulk cargoes)
- Container ships (with dangerous goods in containers)
- Ro-Ro cargo vessels (carrying vehicles or trailers with hazardous materials)
- Offshore supply vessels (transporting hazardous materials)
- General cargo ships (if carrying dangerous or polluting goods)

Not in Scope:

- Passenger ships (unless carrying hazardous cargo)
- Fishing vessels
- Recreational craft
- Warships and naval auxiliaries

Legislation:

- Directive 2002/59/EC Article 13
- FAL 7: Dangerous Goods

HOS - Hospitalised crew member declaration

Overview: The Hospitalised Crew Member declaration is an optional formality. It ensures that vessels report any crew members requiring hospitalisation due to illness, injury, or medical emergencies. This notification allows port authorities, medical facilities, and maritime administrations to coordinate medical assistance, immigration procedures, and crew replacement if necessary.

Submission Criteria: The HOS is required:

- as soon as it is determined that a crew member requires hospitalisation.

- before arrival at the port where the crew member will be disembarked for medical care.
- if the crew member's condition changes.

Legislation: National legislation and requirements.

MTS - Maritime transport statistics

Overview: The MTS formality is mandatory, enabling the systematic collection of standardised data on cargo and passenger movements at ports. It is not a real-time formality, but rather a data reporting obligation submitted periodically to statistical authorities such as the Central Statistics Office (CSO). Reporting obligations may be reported through the Software Solution, but declarants may use alternative reporting channels in line with Article 7(2) of EU Regulation 2019/1239. The Contracting Authority does not collect, review, or retain this information.

Submission Criteria: The MTS is required periodically, not voyage-to-voyage. The CSO collect this information quarterly for their 'Statistics of Port Traffic' publication.
Applicable to:

- Cargo ships (e.g., container ships, bulk carriers, general cargo)
- Passenger ships (e.g., ferries, cruise ships)
- Tankers (oil, chemical, LNG)
- Ro-Ro vessels
- Offshore support vessels
- Other commercial sea-going vessels

Not in Scope:

- Inland waterway vessels
- Vessels operating exclusively within sheltered waters or port areas
- Fishing vessels (unless otherwise specified by national statistical authorities)
- Recreational craft not engaged in commercial transport

Legislation: Directive 2009/42/EC Article 3

NAV - Navigation report

Overview: The NAV is a formal notification submitted by vessels to report their navigational status, movement, and relevant voyage data to coastal and port authorities. Amendments and updates must be promptly submitted if voyage details, ETA, ETD, or navigation status changes.

Submission Criteria: The NAV is required prior to arrival/departure, typically 24hrs prior to arrival/departure or immediately for short voyages.
Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

MDD - Maritime declaration of health details

Overview: The MDD is an official public health document under the International Health Regulations (IHR 2005) reporting the health status onboard prior to arrival in port. It is a critical compliance requirement particularly during public health emergencies (e.g. pandemics, outbreaks, quarantinable diseases). It is mandatory for certain ships such as passenger vessels, international cargo ships, and tankers if there is an issue on board.

Submission Criteria: The MDD is required before arrival when:

- there is a suspected or confirmed case of illness/disease on board.
- the ship is arriving from a port where a public health emergency has been declared.
- the port authority mandates it as part of routine health surveillance.

Applicable to:

- Passenger ships (e.g., cruise ships, ferries)
- Cargo ships arriving from foreign ports
- Ships with suspected health risks on board (e.g., illness among crew or passengers)
- Any vessel required by national health authorities under specific circumstances

Not applicable to:

- Domestic-only vessels operating solely within a single EU Member State
- Fishing vessels, pleasure craft, and recreational boats, unless otherwise specified by national regulations
- Military or state-owned non-commercial vessels
- Vessels exempted under national or port-specific rules, especially if no health risk is suspected

Legislation: S.I. No. 4/2008 - Infectious Diseases (Shipping) Regulations 2008

MDH - Maritime declaration of health

Overview: The MDH is a conditional reporting formality which ensures that vessels arriving at EU ports provide health-related information about crew, passengers, and onboard conditions to relevant public health authorities. This formality helps prevent the spread of infectious diseases and enables quick medical response if necessary.

Submission Criteria: The MDH is required before arrival at the port (submission deadlines vary by country, typically 24-48 hours before arrival).
Immediately upon detection of a suspected infectious disease onboard (even after initial submission).
Applicable to:

- Passenger ships (e.g., cruise ships, ferries)
- Cargo ships arriving from foreign ports
- Ships with suspected health risks on board (e.g., illness among crew or passengers)

- Any vessel required by national health authorities under specific circumstances

Not applicable to:

- Domestic-only vessels operating solely within a single EU Member State
- Fishing vessels, pleasure craft, and recreational boats, unless otherwise specified by national regulations
- Military or state-owned non-commercial vessels
- Vessels exempted under national or port-specific rules, especially if no health risk is suspected

Legislation: S.I. No. 4/2008 - Infectious Diseases (Shipping) Regulations 2008

POA - Notification of pontoon arrival

Currently not in scope for the Software Solution and will not be used.

Overview: The POA is a formal declaration that ensures port and maritime authorities are informed when a pontoon-a floating platform or non-propelled barge used for transport, construction, or support activities (like dredging, heavy lifting, or marine works) - arrives at an EU port. This notification supports safe mooring, customs clearance (if applicable), traffic coordination, and environmental compliance.

Submission Criteria: The POA is required:

- at least 24 hours before arrival at the port.
- if changes occur during the voyage.

Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

SEC - Notification of security information

Overview: The SEC formality enhances maritime security by assessing potential threats before vessel arrival. It is required to comply with international security regulations and prevent unauthorised access, illegal activities, or security breaches in ports.

It allows port authorities to prepare for potential security risks associated with incoming vessels.

- Applies to ships intending to enter a port of a Member State.
- Covers ships engaged in international voyages and, where applicable, domestic voyages as determined by the Member State.

Submission Criteria:

The information must be provided:

- at least 24 hours in advance,
- as soon as the port of call is known, if less than 24 hours before arrival

- immediately if there are security-related incidents or last-minute changes.

Applicable to ships engaged on international voyages, specifically:

- Passenger ships, including high-speed passenger craft
- Cargo ships of 500 gross tonnage (GT) and above, including:
    - Container ships
    - Bulk carriers
    - General cargo ships
    - Tankers (oil, chemical, gas)
    - Ro-ro cargo vessels
    - High-speed cargo craft
- Mobile offshore drilling units not on location
- Other commercial vessels subject to the ISPS Code

These vessels must submit security-related information before entering a port in the EU, including:

- Security level
- Last 10 port calls
- Details of the ship security officer
- Any security incidents

Not applicable to:

- Fishing vessels
- Pleasure craft and recreational boats
- Warships and naval auxiliaries
- Domestic-only vessels, unless otherwise required by national law

Exemptions may be granted under Article 7 of the Regulation for scheduled services between ports within the same Member State, provided certain security conditions are met.

Legislation: Regulation (EC) No 725/2004 Article 6

STA - Declaration of stores on board at arrival

Overview: The STA formality lists all ship's stores provide customs and port authorities with a detailed inventory of:

- Dutiable goods (e.g. alcohol, tobacco, fuel)
- Consumables (e.g. food, beverages)
- Operational supplies (e.g. lubricants, cleaning agents)

Submission Criteria:

The STA is required on arrival and departure of the vessel. It is required by customs authorities to monitor and control the movement of goods that may be subject to duties or restrictions.

Applicable to:

Vessels that are engaged in international voyages, and subject to customs and port health inspections, including:

- Cargo ships
- Passenger ships
- High-speed craft
- Mobile offshore drilling units
- Other commercial vessels entering EU ports from non-EU ports

These vessels must declare:

- Bonded stores (alcohol, tobacco, etc.)
- Provisions
- Spare parts
- Medical supplies
- Other items subject to customs control

Not applicable to:

- Domestic-only vessels operating solely within a single EU Member State
- Pleasure craft and recreational boats
- Military or state-owned non-commercial vessels
- Fishing Vessels

Legislation: FAL 3: Ship's Stores Declaration

WAS - Advance notification for waste delivery to port reception facilities

Overview: The WAS is a mandatory declaration submitted by vessels intending to discharge waste at an EU port. It ensures compliance with environmental regulations, facilitates waste management logistics and supports the port's capacity planning.
Submission Criteria: The WAS is required:

- at least 24 hours before arrival at the port, if the port of call is known
- as soon as the port of call is known, if this information is available less than 24 hours prior to arrival, or
- at the latest upon departure from the previous port if the duration of the voyage is less than 24 hours.

Applicable to:

- Oil tankers
- Chemical tankers
- Bulk carriers
- Container ships
- Other cargo ships

- Passenger ships
- Ro-ro vessels
- High-speed craft
- Mobile offshore drilling units

These vessels must report:

- Types and quantities of waste (e.g., oily bilge water, garbage, sewage, exhaust gas residues)
- Whether waste will be delivered at the port or retained on board
- Estimated waste generation before the next port call

This aligns with MARPOL Annexes I, II, IV, V, and VI.

Not applicable to:

- Fishing vessels
- Pleasure craft and recreational boats
- Military or state-owned non-commercial vessels
- Domestic-only vessels, unless required by national regulations

Legislation: Statutory Instrument (SI) 351/2022 Part 3, Regulation 6

SHP - Ship information

Overview: The 'Ship Information' formality is used to identify and provide essential details about a vessel calling at an EU port. It supports multiple reporting obligations by providing a core set of data elements that are reused across other formalities (e.g. pre-arrival, waste, dangerous goods). This information is required for port operations, customs clearance, safety compliance, and maritime security assessments. The data submitted ensures authorities have up-to-date records of the ship's identity, specifications, and ownership before it enters or departs from a port.

Submission Criteria: The SHP is required:

- at least 24 hours before arrival
- as soon as the port of call is known, if the voyage duration is less than 24 hours
- immediately upon departure from the previous port, if the next port of call is not known at that time
- when changes occur (e.g., flag change, ownership transfer, or major modifications).

Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

STW - Stowaways notification

Overview: The STW is a reporting formality that ensures vessels report the presence of stowaways to relevant authorities. Stowaways pose legal, security, and operational challenges, making it essential for shipmasters and operators to notify authorities promptly.

Submission Criteria: The STW must be submitted as soon as the presence of stowaways is discovered, and before arrival at the next port of call within the EU.
Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

VIS - Ship visitors declaration

Overview: The VIS is a formal record used to notify port and security authorities about non-crew individuals visiting a vessel while it is docked in an EU port. This declaration is essential for security control, compliance with port regulations, and ensuring authorised access to vessels under the International Ship and Port Facility Security (ISPS) Code.

Submission Criteria: The VIS must be submitted prior to the visitor's arrival on board, typically before or upon ship arrival at the port or if updates are required for additional visitors expected during the port stay.

Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

On Arrival

ATA - Notification of actual arrival

Overview: The ATA is mandatory to inform relevant authorities of the precise time a vessel physically arrives at a port. This is critical for coordinating port services, customs, border control, and other maritime logistics.

Submission Criteria: The ATA is required immediately upon actual physical arrival at the port, berth, or anchorage.

Legislation: S.I. No. 656/2010 - European Communities (Port State Control) Regulations 2010

ABS - Absentee declaration

Currently not in scope for the Software Solution and will not be used.

Overview: The ABS is a formal notification submitted by a vessel when a crew member or passenger fails to report back on board before departure or if there is a change in crew or passenger manifest that affects border or port authority records. This declaration ensures that port authorities, immigration, and customs officials are informed of missing persons, allowing for appropriate security checks and legal actions if necessary.

Submission Criteria: The ABS is required:

- as soon as a crew member or passenger is confirmed missing before departure.
- before the ship departs, allowing authorities to take necessary action

Legislation: National Legislation

PNO - Presentation notification - mandatory

Overview: The PNO is a customs declaration used to inform customs authorities that goods brought into the customs territory of the EU are now available for customs control at a specified location. This is a mandatory step under the Union Customs Code (UCC), and it applies to goods arriving either directly from outside the EU or under transit procedures.

Submission Criteria: The PNO is required as soon as the goods are physically present at the place of arrival (berth, terminal, warehouse). It should follow submission of:

- Notification of arrival to the customs office of first entry (NAC) or
- Temporary Storage Declaration (TSD), depending on procedure.

Applicable to all seagoing vessels carrying goods into the EU, including:

- Container ships
- Bulk carriers
- General cargo ships
- Tankers (oil, chemical, gas)
- Ro-ro cargo vessels
- High-speed cargo craft
- Multi-purpose and heavy-lift vessels

These vessels must notify customs that goods have arrived and are available for inspection or further customs procedures. This is a critical step in the customs chain, linking the arrival of goods with their temporary storage or customs clearance.

Not applicable to:

- Passenger ships, unless carrying goods
- Fishing vessels, unless carrying goods
- Pleasure craft and recreational boats, unless carrying goods
- Military or state-owned non-commercial vessels, unless carrying goods
- Vessels operating exclusively within the EU, unless carrying goods

Legislation: Regulation (EU) No 952/2013 Article 139

CGA - Cargo declaration at arrival

Overview: The CGA at arrival is optional - depending on vessel's requirements. It must be submitted with an NOA or upon arrival if the declarant has stated on the NOA that there will be Cargo on board.
To declare cargo information for customs and statistical purposes.
Submission Criteria:

- before vessel arrival (as per national and EU customs regulations)
- Updated if there are changes in cargo status during transit.
- It is applicable for all cargo-carrying vessels, including RORO, LOLO, bulk carriers, and tankers.

Applicable to:

- Container ships
- Bulk carriers
- General cargo ships
- Tankers
- Ro-ro cargo vessels
- High-speed cargo craft
- Other commercial vessels engaged in international or coastal sea transport

These vessels are required to submit cargo declarations for statistical and customs purposes when calling at EU ports.

Not applicable to:

- Vessels navigating exclusively in inland waters
- Vessels operating only in sheltered waters or port areas
- Fishing vessels
- Pleasure craft and recreational boats
- Military or state-owned non-commercial vessels
- Bunkers and stores supplied to vessels (explicitly excluded from statistical returns)

Legislation:

- FAL 2: Cargo Declaration
- Directive 2009/42/EC Article 3

BKA - Bunkers at arrival

Overview: The BKA is a mandatory reporting formality providing details about the amount and type of fuel onboard when a vessel arrives at a port. This information helps port and national authorities monitor fuel usage, ensure compliance with environmental regulations, and assess fuel-related risks.

Submission Criteria: Prior to arrival or upon arrival at the port, immediately following the Actual Time of Arrival (ATA).

Legislation: S.I. No. 313/2010 - Sea Pollution (Prevention of Air Pollution from Ships) Regulations 2010.

BWA - Ballast water

Overview: The BWA is optional and is required only if there is an issue. It ensures that ships comply with ballast water management regulations to prevent the spread of invasive aquatic species. This declaration aligns with IMO's Ballast Water Management (BWM) Convention (2004), EU Directive 2008/56/EC (Marine Strategy Framework Directive), and MARPOL Annex IV. This formality is only required if there is an issue.

Submission Criteria:

- Before arrival at port (typically 24 hours in advance).
- Updated if changes occur during port operations.

Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

HAN - Notification of Cargo Handling

Overview: The HAN formality is optional and used to notify authorities and/or port stakeholders about cargo operation such as loading/unloading cargo, transhipment cargo, cargo movements between vessel and terminal and other cargo handling activities relevant to port operations.

This formality fills a gap between Cargo declarations (CGA/CGD), custom manifests (CGM), and operational port call notifications (NOA/NOD/NOS) by focusing on the actual cargo handling operation rather than the cargo inventory itself.

Submission Criteria:

The HAN formality may be submitted when:

- Cargo handing operations are planned or performed during a port call.
- The operation requires notification to port authorities, terminal operators, or competent authorities through the MNSW.
- Cargo is loaded, discharged, transhipped, shifted, or otherwise handled with the port area.

Applicable to:

- Container Vessels
- General Cargo Vessels
- Ro-Ro Cargo Vessels
- Ro-Pax Vessels carrying freight
- Bulk Carriers
- Ore Carriers

- Multipurpose Vessels
- Heavy lift Vessels
- Tankers when Cargo transfer operations are performed
- LNG/LPG Carriers during Cargo handling operations
- Feeder Vessels
- Coastal Cargo Vessels

in general, any vessel undertaking commercial cargo loading/unloading or transhipment activities may be required to use HAN. This aligns with the operational scope of cargo handling notifications in port environments.

Not applicable to:
HAN will not apply where no cargo handling activity takes place such as:

- Cruise ships carrying only passengers
- Recreational yachts
- Naval Vessels
- Government Vessels on non-commercial service
- Pilot boats
- Tugboats
- Dredgers (unless carrying commercial cargo)
- Research Vessels
- Fishing Vessels engaged solely in fishing activities
- Service craft and harbour support Vessels

Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

BLU - Safe loading and unloading of bulk carriers

Overview: The BLU formality is optional, however vessels arriving at port must consult with terminal ops/stevedore to ensure that bulk carriers comply with safe cargo handling procedures at EU ports.

Submission Criteria:

- Before loading or unloading bulk cargo begins.
- Updated after completion of loading/unloading if changes occur.

Applicable to: Bulk carriers that are over 500 gross tonnages (GT). These vessels must be calling at terminals in EU Member States to load or unload solid bulk cargoes.

Not applicable to:

- Vessels not classified as bulk carriers.
- Bulk carriers under 500 GT.
- Operations not involving solid bulk cargoes.

Legislation: Directive 2001/96/EC Article 7

PPA - Presentation of the proof (at arrival)

Overview: The Presentation of Proof at Arrival (This is proof of Customs Union Status/GCM at arrival) refers to a custom's formal declaration, confirming that goods have physically arrived in the EU and that the declarant has fulfilled their obligation to present those goods to customs authorities. The obligation is independent of vessel type, focusing instead on the nature of the goods and their customs status.

Submission Criteria: The PPA is required immediately upon vessel arrival and physical unloading of the goods at the first EU port. It may be triggered automatically based on a successful vessel arrival message (such as ATA and CGA).

Applicable to all vessels arriving at EU ports that are carrying goods for which the customs status (Union goods) must be proven. This includes:

- Cargo vessels (container ships, bulk carriers, general cargo ships, etc.)
- Ro-Ro vessels (roll-on/roll-off ships transporting vehicles and trailers)
- Tanker ships (carrying liquid or gas cargo)
- Feeder vessels (short-sea shipping)
- Any commercial vessel carrying goods subject to customs procedures

Not applicable to:

- Passenger Ships (not carrying cargo subject to customs procedures)
    - Ferries or cruise ships that do not transport goods requiring customs clearance.
- Fishing Vessels
    - Unless they are transporting goods that require customs status proof (e.g., imported fish products), they are typically exempt.
- Military or State Vessels
    - Warships and other government-operated vessels not engaged in commercial trade are excluded from customs formalities.
- Pleasure Craft and Yachts
    - Private recreational vessels not carrying commercial cargo are not subject to customs goods status reporting.
- Service Vessels
    - Tugs, dredgers, pilot boats, and other port service vessels not involved in cargo transport.
- Empty Vessels
    - Ships arriving without cargo may not need to present proof of customs status, depending on national implementation.

The scope is determined by the nature of the cargo, not just the vessel type. If any of the above vessel types carry goods that require customs clearance, they may still fall under the reporting obligation.

Legislation: Regulation (EU) No 952/2013 Articles 153 to 155

TRA - Electronic transport documents used for transit at arrival

Overview: The Electronic Transport Documents Used for Transit at Arrival formality refers to the submission of electronic transport records required for goods transiting through an EU port upon arrival. These documents ensure that transit goods are properly registered, comply with customs procedures, and are eligible for movement under the Union or Common Transit systems.

Submission Criteria: Upon vessel arrival at the EU port before unloading transit goods.

- Before the goods are moved under the transit procedure.

Applicable to:

- Container ships using ETDs for multimodal transport.
- Ro-Ro vessels carrying trucks or trailers under transit.
- General cargo ships involved in customs transit movements.

Not applicable to: Vessels if they:

- Do not carry goods under the Union transit procedure.
- Use paper-based or standard customs declarations instead of ETDs.
- Are not approved by customs for ETD-based transit.
- Are passenger-only vessels, military ships, or pleasure craft.

Legislation: Regulation (EU) No 952/2013 Article 233(4)(e)

SDA - Supplementary documents at arrival

Overview: The Supplementary Documents at Arrival formality refers to additional documentation that may be submitted by the relevant Customs authorities when a vessel arrives at an EU port to support presentation of a CGM to prove the customs union status of goods on board the vessel.

Submission Criteria:

- Before or upon vessel arrival, depending on the type of document.
- As soon as requested by authorities if additional checks are required.

Applicable to all vessels arriving at EU ports that are carrying goods for which the customs status (Union goods) must be proven. This includes:

- Cargo vessels (container ships, bulk carriers, general cargo ships, etc.)
- Ro-Ro vessels (roll-on/roll-off ships transporting vehicles and trailers)
- Tanker ships (carrying liquid or gas cargo)
- Feeder vessels (short-sea shipping)
- Any commercial vessel carrying goods subject to customs procedures

Not applicable to:

- Passenger Ships (not carrying cargo subject to customs procedures)
    - Ferries or cruise ships that do not transport goods requiring customs clearance.
- Fishing Vessels

    - Unless they are transporting goods that require customs status proof (e.g., imported fish products), they are typically exempt.
- Military or State Vessels
    - Warships and other government-operated vessels not engaged in commercial trade are excluded from customs formalities.
- Pleasure Craft and Yachts
    - Private recreational vessels not carrying commercial cargo are not subject to customs goods status reporting.
- Service Vessels
    - Tugs, dredgers, pilot boats, and other port service vessels not involved in cargo transport.
- Empty Vessels
    - Ships arriving without cargo may not need to present proof of customs status, depending on national implementation.

The scope is determined by the nature of the cargo, not just the vessel type. If any of the above vessel types carry goods that require customs clearance, they may still fall under the reporting obligation.

Legislation: Regulation (EU) No 952/2013 Articles 153 to 155

WAR - Waste delivery receipt

Overview: The 'Waste Delivery Receipt' is a formal message issued by a Port Reception Facility (PRF) to acknowledge that waste has been delivered from a vessel upon arrival at an EU port. It serves as a compliance and tracking document under maritime environmental regulations.

Submission Criteria: The WAS is required before departure, or as soon as the waste delivery receipt has been received. It typically follows an Advance Notification of Waste Delivery submitted before arrival. See the **WAS** formality in section 2.1.1 of this document.

Applicable to: / Not applicable to: T2L (F) documents signify that goods are freely circulating within the European Union. A T2LF is utilised when the destination is within the EU's customs territory but outside its VAT area. For all other scenarios, a T2L document should be employed.

Legislation: Statutory Instrument (SI) 351/2022 Part 3, Regulation 8

CGM - Customs goods manifest

Overview: The CGM is a critical document required for customs clearance and cargo control. It is required if Irish Customs request proof that goods on board have Customs union status. It is one of the formalities that will be sent to the Proof of Union Status (PoUS) EU System from the Software Solution.

Submission Criteria: The CGM is required:

- at least 24 hours before the vessel arrives at an EU port (for non-EU cargo).

- before departure for export shipments.
- if cargo details change during port stay.

Applicable to: These vessels are required to submit a Customs Goods Manifest upon arrival at an EU port if they carry goods and are requested by Irish customs to provide proof of union status for the goods on board:

- Container Ships
- Bulk Carriers
- General Cargo Ships
- Ro-Ro Vessels (carrying trucks, trailers, or cargo)
- Tanker Ships (oil, gas, chemicals)
- Feeder Vessels (short-sea shipping with cargo)
- Reefer Ships (carrying perishable goods)
- Any commercial vessel transporting goods subject to customs clearance

Not applicable to: These vessels are typically exempt from submitting a Customs Goods Manifest, unless they carry dutiable goods:

- Passenger Ships (e.g., cruise ships, ferries without cargo)
- Fishing Vessels (unless carrying goods for trade)
- Military or State Vessels
- Pleasure Craft and Yachts (private, non-commercial)
- Port Service Vessels (tugs, dredgers, pilot boats)
- Empty Cargo Vessels (arriving without goods)

The key determinant is not the vessel type alone, but whether the vessel is carrying goods requiring customs processing.

Legislation: Regulation (EU) No 952/2013 Articles: 153 to 155

In Port/Stay

SSA - Ship to ship activity declaration

Overview: The Ship-to-Ship (SSA) Activity Declaration is a mandatory reporting formality under the European Maritime Single Window Environment (EMSWe). It ensures that any ship-to-ship interactions, such as cargo transfers, refuelling (bunkering), maintenance, or crew changes, are properly documented and compliant with safety, security, environmental, and customs regulations.

Submission Criteria:
The SSA must be submitted before the ship-to-ship operation begins, typically:

- At least 48 hours in advance for planned operations, or
- Immediately if the operation is unplanned or urgent.

Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

NOS - Notification of shift in port

Overview: The Notification of Shift in Port (NOS) is an optional formality, used to inform port and maritime authorities when a vessel moves within the same port area. This formality ensures that all relevant authorities are aware of intra-port movements for operational, security, and safety reasons.

Submission Criteria:

Must be submitted before or immediately after the ship shifts from one berth, quay, or terminal to another within the same port.

Legislation: There is no national legislation for this formality as it is operational to each port whereby, they may provide for it under bye laws.

HZS- Notification of hazardous materials (dangerous and polluting goods) on board during a shift

Overview: The HZS is optional depending on the vessel's requirements. It is used to inform the relevant authorities that a ship carrying dangerous or polluting goods (hazardous materials) is changing position within a port (e.g. from one berth to another, anchorage to berth, terminal to dry dock, etc.).

Submission Criteria: Before the vessel begins the shift within the port - usually at least 1-2 hours prior to the move.

Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

Pre-Departure

NOD - Notice of pre departure

Overview: The NOD is a mandatory reporting formality, used to inform maritime and port authorities about a vessel's planned departure from a port. This ensures proper coordination, clearance, and compliance with customs, immigration, and safety regulations.

Submission Criteria: Before departure, typically at least 2-3 hours in advance (exact timing depends on port regulations).

Scope:

- Passenger ships carrying more than 12 passengers on international or domestic voyages from or to EU ports.
- Ro-Pax vessels (roll-on/roll-off ships carrying both vehicles and passengers).

- Cruise ships operating in EU waters.
- High-speed passenger craft on scheduled services.

Not applicable to:

- Cargo-only vessels (no passengers).
- Fishing vessels.
- Pleasure craft not engaged in commercial transport.
- Passenger ships on exempted routes, such as:
    - Voyages within sheltered waters.
    - Short domestic routes where exemptions are granted by national authorities.
    - Ships operating under exemptions granted under Article 5(2) of the Directive.

Legislation:

- Council Directive 98/41/EC Article 6.1
- FAL 1: General Declaration

BKD - Bunkers at departure

Overview: The BKD declaration is a mandatory reporting formality, providing details about the amount and type of fuel onboard before a vessel is departs a port. This information helps port and national authorities monitor fuel usage, ensure compliance with environmental regulations, and assess fuel-related risks.

Submission Criteria: The BKD is required prior to or on departure from the port if a last-minute fuel bunkering event occurs.

Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

CGD - Cargo declaration at departure

Overview: The CGD is optional - depending on vessel's requirements. It must be submitted with an NOD. It is essential for customs and maritime authorities to track, monitor, and validate cargo leaving the EU by sea. It provides authorities with a manifest of goods being exported or moved, to ensure cargo is correctly declared before the vessel leaves port.

Submission Criteria: The CGD is required before departure from the port.

Applicable to:

- Container ships
- Bulk carriers (dry and liquid)
- General cargo ships
- Ro-Ro cargo vessels
- Tanker vessels (oil, chemical, LNG)
- Feeder vessels involved in international or intra-EU trade

- High-speed cargo craft

Not applicable to:

- Passenger-only vessels (unless carrying cargo)
- Fishing vessels not engaged in commercial cargo transport
- Pleasure craft and yachts
- Military and government vessels
- Vessels on domestic voyages within a single Member State, if exempted from statistical reporting under national rules.

Legislation:

- FAL 2: Cargo Declaration - requires ships to submit a cargo declaration listing all cargo on board at departure and arrival, to facilitate customs and port operations.
- Directive 2009/42/EC Article 3.

CWD - Crew list at departure

Overview: The CWD is a mandatory reporting formality which ensures that authorities have accurate and timely information about all crew members on board a vessel at departure.

Submission Criteria: The CWD is required before the vessel departs from an EU port. The 'Crew List at Departure' is used to formally notify authorities of all crew members on board at the time of departure from a port. If changes occur (e.g., a crew member leaves ship), an amended crew list may be needed.

Applicable to:

Passenger Ships:

- Operating on international voyages or domestic voyages where crew registration is required.
- Includes cruise ships, Ro-Pax vessels, and high-speed passenger craft.

Cargo Vessels:

- Container ships, bulk carriers, tankers, and general cargo ships with crew on board.
- Especially when departing from Schengen external borders (Article 8 of Regulation 2016/399 Regulation - 2016/399 - EN - Schengen borders code - EUR-Lex).

Vessels Crossing Schengen Borders:

- Any vessel (passenger or cargo) departing from or arriving at a non-Schengen country.
- Crew lists are required for border checks and immigration control.

Vessels Subject to IMO FAL Requirements:

- All ships engaged in international voyages must submit FAL Form 5 (Crew List) under the IMO FAL Convention.

Not applicable to:

Pleasure Craft:

- Private yachts and recreational boats not engaged in commercial activity.

Fishing Vessels:

- Unless specifically required by national law or operating internationally.

Military and Government Vessels:

- Exempt under both EU and IMO regulations.

Domestic Vessels on Exempted Routes:

- Passenger or cargo vessels operating entirely within a single Member State and not crossing Schengen borders, where exemptions apply under Article 6.2 of Directive 98/41/EC.

Legislation:

- Regulation (EU) 2016/399 Article 8
- Council Directive 98/41/EC Article 6.2
- FAL 5: Crew List

HZD - Notification of hazardous materials (dangerous and polluting goods) on board at departure

Overview: The Notification of Dangerous or Hazardous Goods at Departure is a mandatory declaration submitted by vessels carrying hazardous cargo when leaving an EU port. This notification ensures that port authorities, emergency response teams, customs, and maritime safety agencies are informed about the nature and quantity of dangerous goods being transported.

Only ships should report any dangerous or polluting goods on board when coming from a port located outside the European Union and bound for a port of a Member State or an anchorage located in a Member State's territorial waters-at the latest upon departure from the loading port or as soon as the port of destination or the location of the anchorage is known, if this information is unavailable at the moment of departure.

Submission Criteria: Before departure from the EU port, at least 24 hours in advance (or as per national port regulations).

Applicable to: Any vessel that is in scope for reporting requirements into the Software Solution (see 2.1)

Legislation: Directive 2002/59/EC Article 13 and FAL 7: Dangerous Goods

PBK - Passenger booking

Overview: The Passenger Booking is a mandatory formality where a vessel carries passengers. It is used to provide authorities with advance information on booked passengers for a specific voyage. This is not a final passenger manifest, but a preliminary list of booked passengers, sent before embarkation. The PBK may be linked to crew and passenger lists, vehicle manifests, or customs declarations (in case of passengers carrying goods).

Submission Criteria: At time of booking confirmation, or at set intervals (e.g. hourly/daily) before departure.
Legislation: SI 677/2019

PXD - Passenger list at departure

Overview: The Passenger List at Departure is a mandatory formality which provides the final, confirmed list of all passengers on board at the time of departure, submitted to national authorities. It supports Border control and immigration compliance, Search and Rescue (SAR) readiness, Safety, and security monitoring.

Submission Criteria: Immediately prior to or at time of departure typically:

- 15 to 60 minutes before departure for ferries.
- Up to 24 hours prior for cruise ships.
- Any updates (e.g. last-minute disembarkations) must be resubmitted or amended.

Applicable to:

- Passenger Ships:
  - Cruise ships
  - Ro-Pax vessels (carrying both passengers and vehicles)
  - High-speed passenger craft
  - Ferries operating on scheduled services
- Vessels Operating on International or Domestic Routes especially those subject to passenger registration requirements under Directive 98/41/EC or border control under the Schengen Borders Code.
- Ships required to submit passenger data for Safety or Border Control, including those operating between EU and non-EU ports, or between Schengen and non-Schengen areas.

Not applicable to:

- Cargo-Only Vessels - container ships, tankers, bulk carriers, etc., that do not carry passengers.
- Fishing Vessels - not engaged in passenger transport.
- Pleasure Craft - private yachts and recreational boats not used for commercial passenger services.
- Military and Government Vessels - exempt from civilian reporting obligations.
- Passenger Vessels on exempted domestic routes where national authorities have granted exemptions under Article 5 of Directive 98/41/EC.

Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

STD - Declaration of stores on board at departure

Overview: The STD is a core customs-related formality that supports legal compliance, border control, and port security. Digitally submitting this declaration via EMSWe ensures harmonised reporting across EU Member States, streamlining departure procedures and reducing delays.

Submission Criteria: The STD is required before or at time of departure from port.

Timing may vary by national requirements, but typically it is prior to clearance from port authorities or simultaneously with the Exit notification (EXT)

Applicable to: Any vessel that is in scope for reporting requirements into the Software Solution (see 2.1)

Legislation: FAL 3: Ship's Stores Declaration

POD - Notification of pontoon departure

Currently not in scope for the Software Solution and will not be used.

Overview: The 'Notification of Pontoon Arrival' is a formal declaration that ensures port and maritime authorities are informed when a pontoon-a floating platform or non-propelled barge used for transport, construction, or support activities (like dredging, heavy lifting, or marine works) - departs from an EU port. This notification supports safe mooring, customs clearance (if applicable), traffic coordination, and environmental compliance.

Submission Criteria: Immediately before or after the actual departure of the pontoon, typically within 1 hour of departure.

Legislation: The upcoming primary national legislation will contain provisions allowing this formality to be submitted through the MNSW.

SDD - Supplementary documents at departure

Overview: Overview: The SDD refers to additional documentation that may be requested by the relevant Customs Authorities supplement a CGM application to prove the customs union status of goods on board the vessel before a vessel departs at an EU port.

Submission Criteria: The SDD is required before the vessel's actual departure after clearance of primary departure formalities (e.g. Cargo Declaration (CGD)/Exit Notification (EXT)).

It must be submitted in time to avoid delays or non-compliance penalties.

Applicable to all vessels arriving at EU ports that are carrying goods for which the customs status (Union goods) must be proven. This includes:

- Cargo vessels (container ships, bulk carriers, general cargo ships, etc.)
- Ro-Ro vessels (roll-on/roll-off ships transporting vehicles and trailers)
- Tanker ships (carrying liquid or gas cargo)
- Feeder vessels (short-sea shipping)
- Any commercial vessel carrying goods subject to customs procedures

Not applicable to:

- Passenger Ships (not carrying cargo subject to customs procedures)
  - Ferries or cruise ships that do not transport goods requiring customs clearance.
- Fishing Vessels
  - Unless they are transporting goods that require customs status proof (e.g., imported fish products), they are typically exempt.
- Military or State Vessels
  - Warships and other government-operated vessels not engaged in commercial trade are excluded from customs formalities.
- Pleasure Craft and Yachts
  - Private recreational vessels not carrying commercial cargo are not subject to customs goods status reporting.
- Service Vessels
  - Tugs, dredgers, pilot boats, and other port service vessels not involved in cargo transport.
- Empty Vessels
  - Ships arriving without cargo may not need to present proof of customs status, depending on national implementation.

The scope is determined by the nature of the cargo, not just the vessel type. If any of the above vessel types carry goods that require customs clearance, they may still fall under the reporting obligation.

Legislation: Articles 153 to 155 of Regulation (EU) No 952/2013

TRD - Electronic transport documents used for transit at departure

Overview: The TRD formality involves the submission of electronic transport documents when goods are being placed under a transit procedure and are leaving an Irish port by sea. Incorrect or missing TRDs can result in customs holding a consignment or delaying vessel departure.

Submission Criteria: The TRD is required prior to vessel departure to ensure customs have sufficient time to complete validation and clearance. It must align with departure formalities such as the Cargo declaration (CGD) and Exit Notification (EXT).

Applicable to:

- Container ships - commonly used for multimodal transport and customs transit.

- Ro-Ro vessels - especially when transporting trucks or trailers under transit procedures.
- General cargo ships - carrying goods under customs control.

Not applicable to:

- Passenger ships and ferries - unless carrying freight under transit.
- Fishing vessels - not typically involved in customs transit.
- Recreational craft and yachts - not used for commercial cargo.
- Naval or state vessels - exempt from customs procedures.
- Offshore support vessels - unless transporting goods under transit.

Legislation: Regulation - 952/2013 - EN - EUR-Lex Article 233(4)(e)

EXS - Exit summary declaration

Overview: The Exit Summary Declaration (EXS) is a mandatory customs security filing for goods leaving the European Union (EU) via maritime transport. It is required under the EU Customs Code and must be submitted before departure to ensure compliance with security and risk assessment protocols. The EXS allows customs authorities to assess potential security threats and apply risk-based controls to goods exiting the EU.

Submission Criteria: Before departure from the last EU port of call.
Typically, at least 24 hours before loading, depending on cargo type and customs requirements.

Applicable to:

- Commercial Cargo Vessels:
  - Container ships
  - Bulk carriers
  - Ro-Ro cargo vessels
  - General cargo ships
  - Tankers
- Vessels Departing from EU Ports to Non-EU Destinations where goods are physically leaving the EU customs territory without a standard export declaration.

Not applicable to:

- Passenger-Only Vessels unless carrying goods subject to re-export procedures.
- Fishing Vessels not typically involved in re-export of customs-supervised goods.
- Pleasure Craft and Yachts not used for commercial cargo transport.
- Military and Government Vessels exempt from customs formalities.
- Vessels on Domestic Voyages operating entirely within the EU and not involved in re-export.

Legislation: Regulation (EU) No 952/2013 Article 233(4)(e) and 271

REN - Re-export notification

Overview: The 'Re-Export Notification' is a formal customs declaration used to notify authorities when goods that have not been released for free circulation in the EU (e.g., those in temporary storage, bonded warehouses, or under special customs procedures) are being exported out of the EU. This notification ensures compliance with the Union Customs Code (UCC), facilitating accurate trade reporting and security checks.

Submission Criteria: The REN is required before the vessel departs from the port/temporary storage area.

Applicable to:

- Commercial Cargo Vessels:
    - Container ships
    - Bulk carriers
    - Ro-Ro cargo vessels
    - General cargo ships
    - Tankers
- Vessels Carrying Non-Union Goods especially those under temporary storage, customs warehousing, or inward processing procedures.
- Vessels Departing from EU Ports to Non-EU Destinations where goods are physically leaving the EU customs territory without a standard export declaration.

Not applicable to:

- Passenger-Only Vessels unless carrying goods subject to re-export procedures.
- Fishing Vessels not typically involved in re-export of customs-supervised goods.
- Pleasure Craft and Yachts not used for commercial cargo transport.
- Military and Government Vessels exempt from customs formalities.
- Vessels on Domestic Voyages operating entirely within the EU and not involved in re-export.

Legislation: Regulation (EU) No 952/2013 Article 274

EXT - Exit notification

Overview: The EXT is a mandatory reporting formality which ensures that vessels departing from an EU port provide all necessary departure-related information to relevant authorities for border control, maritime security, customs clearance, and traffic management.

Submission Criteria: The EXT is required:

- Immediately after actual departure, if there are changes to previously submitted information. It should be submitted when export is at status Goods presented at Exit else there would be a rejection (message out of sequence).

Applicable to:

Not applicable to:

- Commercial Cargo Vessels:
    - Container ships
    - Bulk carriers
    - Ro-Ro cargo vessels
    - General cargo ships
    - Tankers
- Vessels Carrying Goods Under Customs Supervision: Goods under transit, temporary storage, customs warehousing, or inward processing.
- Vessels Departing from EU Ports to Non-EU Destinations especially when carrying non-Union goods or Union goods requiring proof of exit.

Legislation: Regulation (EU) No 952/2013 Articles 153 to 155

On Departure

ATD - Notification of actual departure

Overview: The Notification of actual Departure (ATD) is a mandatory reporting formality under the EMSWe, confirming a vessel's actual departure from a port. It confirms that a vessel has departed from an EU port and enables port logistics, customs, and security checks to finalise administrative, logistical, and regulatory processes related to that port call.

Submission Criteria: Immediately after the vessel has physically departed from the berth or anchorage. Typically, within a set time limit (e.g., within 1 hour) as defined by national port authority guidelines.

Legislation: S.I. No. 656/2010 - European Communities (Port State Control) Regulations 2010.

MFX - Manifest at exit

Overview: The Manifest at Exit is used to declare goods leaving the EU customs territory via maritime transport. It ensures that customs and port authorities are informed about the cargo on board at the time of departure.

Submission Criteria: The Manifest at Exit must be submitted before the vessel departs from the EU port. The exact timing may depend on national customs requirements and operational procedures, but it must align with customs exit control processes.

Legislation: Regulation (EU) No 952/2013 Articles 153 to 155

Note: At present, this formality is not required by Irish Customs.

Formality Workflow Examples

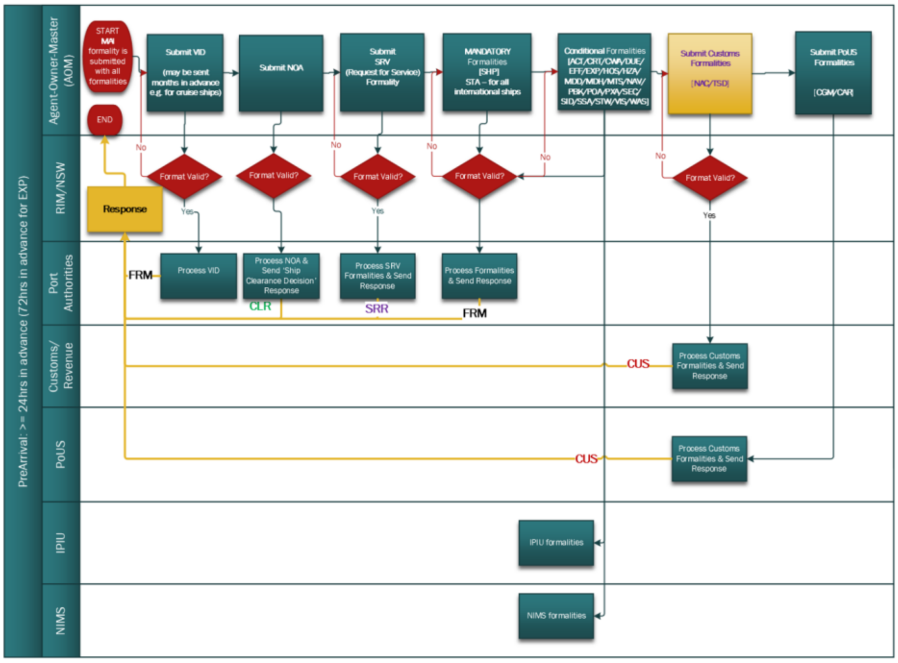


Figure 1 - Pre-Arrival

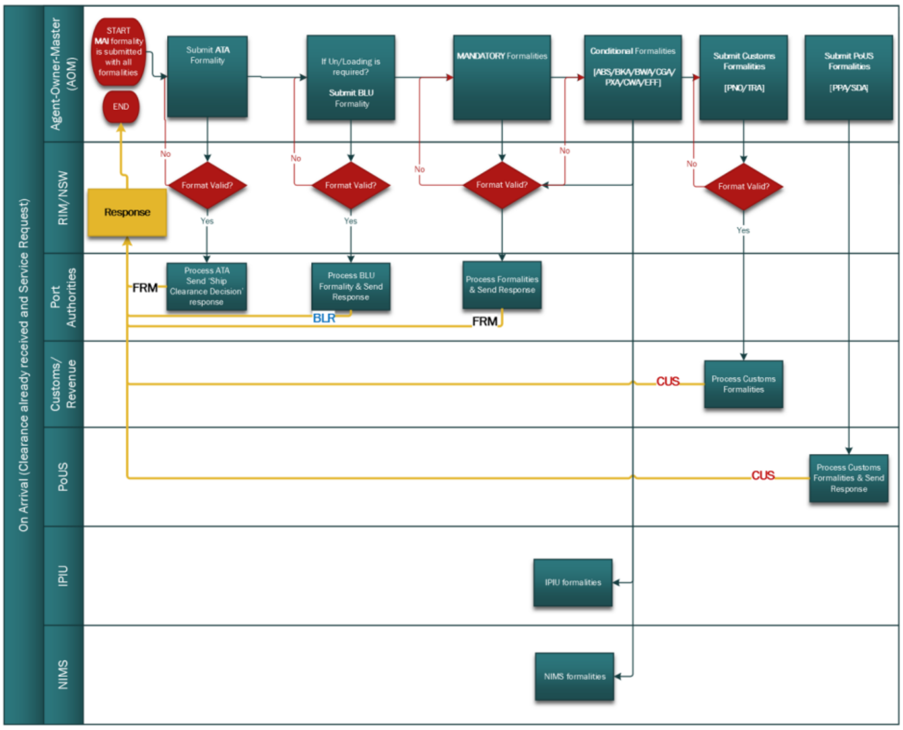


Figure 2 - On Arrival

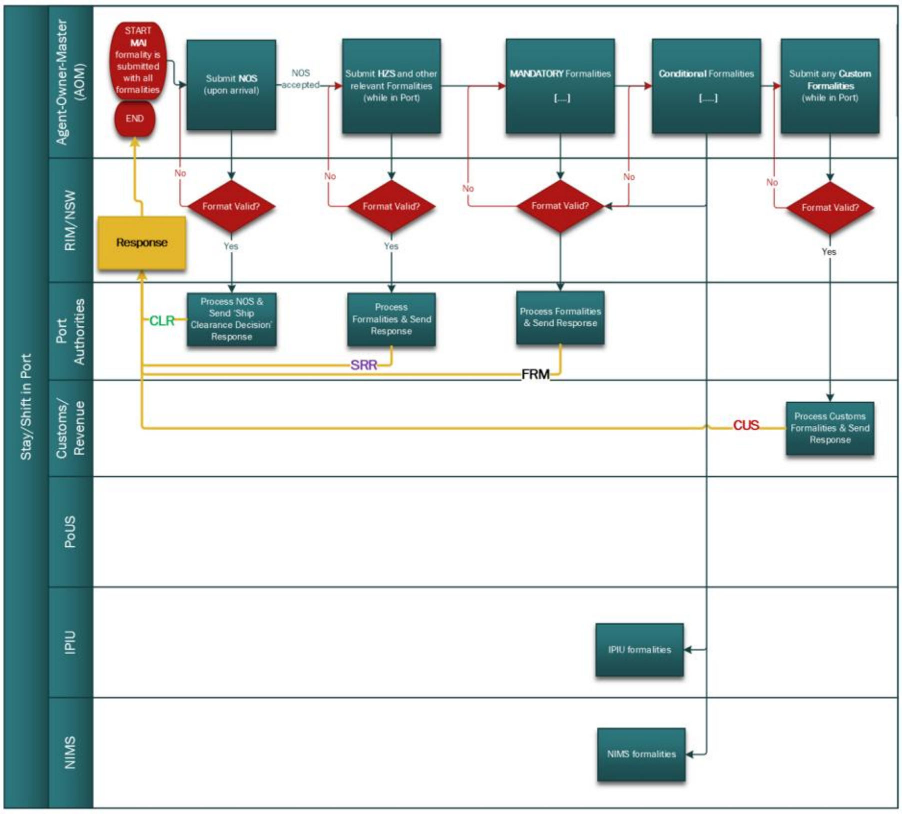


Figure 3 - In Stay/Shift

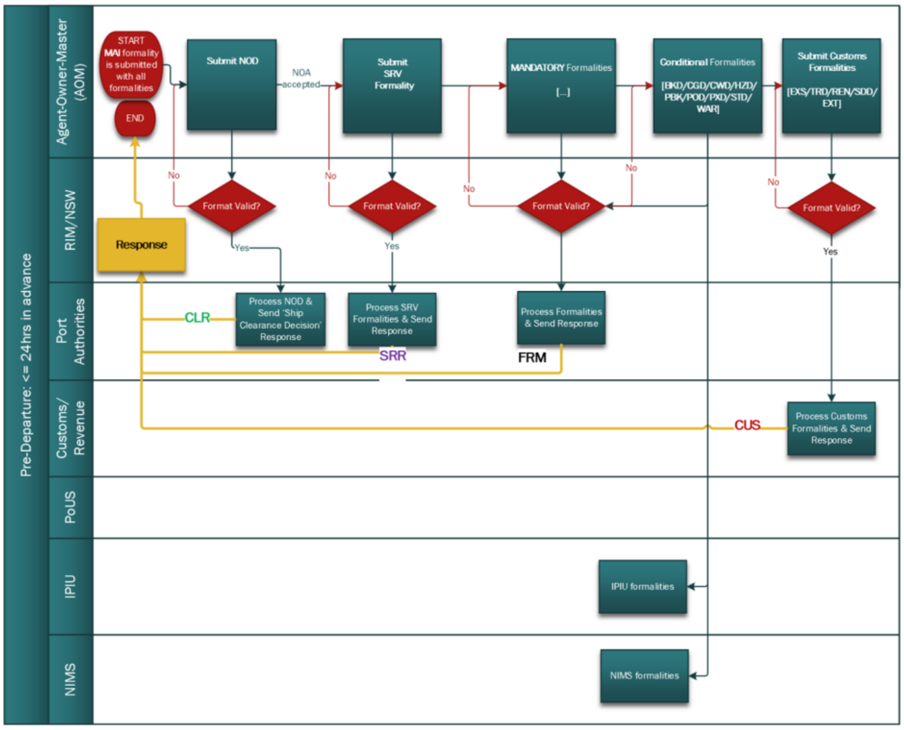


Figure 4 - Pre-Departure

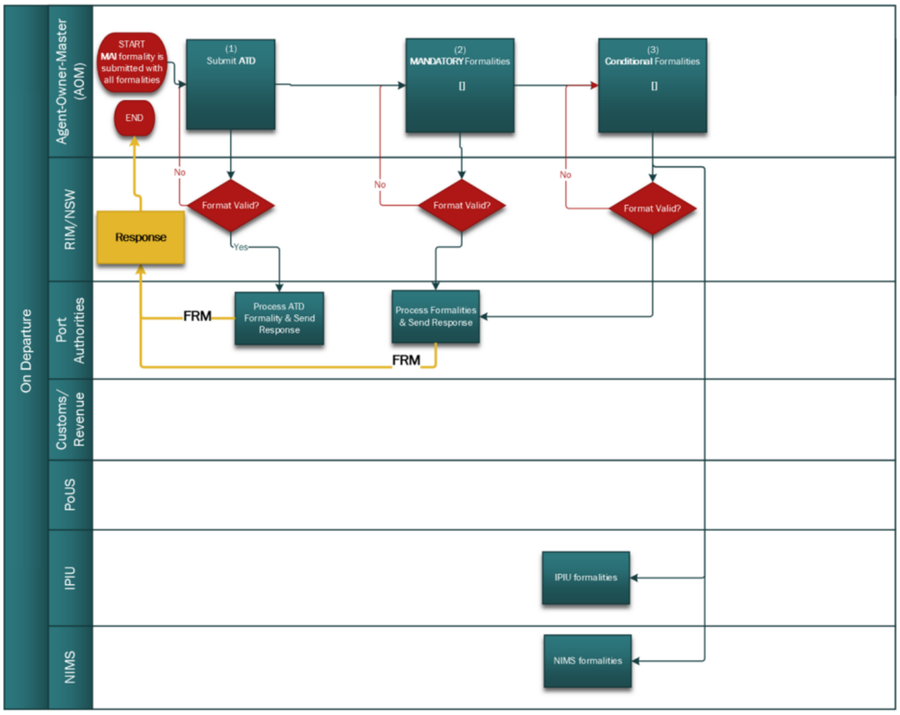


Figure 5 - On Departure

2.2 STAKEHOLDERS

A range of external national authorities require access to formalities. The Contracting Authority will grant access in accordance with the relevant legislation and through role-based access control (RBAC).

Stakeholders are categorised into two groups based on how they send and receive formalities:

- Through a system-to-system interface (RIM)
- Via the Software Solution (GUI).

The Contracting Authority has identified the specific formalities required by each stakeholder through system to system, as detailed in the accompanying Formality Matrix Guide. This matrix is provided as a guidance and may be subject to change as stakeholder and legislative requirements change and evolve. Other stakeholders will receive the formalities through the GUI and will be managed by RBAC and the notifications and rules engines.

There are further detailed requirements listed in this document relating to the stakeholders under European Components/Interfaces, as well as National Components/Interfaces.

Ref	**QUALITATIVE ASSESSMENT** Stakeholder Engagement **(Award Criterion # 1B - Stakeholder Engagement)**
BR QA 2.2a	Tenderers must outline and provide a comprehensive overview, detailing their approach to planning, implementation, and executing the project in a manner that ensures the requirements and expectations of all stakeholders are effectively identified, addressed, and fulfilled.
BR QA 2.2b	Tenderers must provide a detailed account of their relevant experience in engaging with and managing multiple stakeholders in projects of a comparable nature, demonstrating their ability to effectively coordinate, communicate, and address diverse stakeholder interests and requirements.

2.2.1 Declarants

In the context of the EMSWe, a declarant is defined as: *'any natural or legal person who is subject to reporting obligations, or any duly authorised representative acting on their behalf.'*

This means that a declarant could be a ship operator, shipping agent, or any other party responsible for submitting the required information related to a ship's port call (arrival, stay, and departure) through the MNSW system. Declarants are parties who submit formalities to the Software Solution.

It is envisaged there will be 6-10 transport operating companies who will submit formalities to the Software Solution via System to System, however this is subject to change as companies evolve

EMSA Spreadsheets

There are a set of standardised XLSX file type spreadsheet templates available provided by EMSA to support declarants in fulfilling their reporting obligations when calling at EU ports. These templates are designed to streamline the manual submission of maritime-related declarations. Refer to the:

- **Spreadsheet Template Guidelines:** https://emsa.europa.eu/emsw/emswe-documents/item/5516-guidelines-for-the-use-of-the-spreadsheet-by-the-mnsws.html and
- **Templates:** https://emsa.europa.eu/emsw/emswe-documents/item/5515-digital-spreadsheet-templates.html

By using these structured formats, declarants can ensure compliance with customs and maritime regulations while reducing manual data entry errors. Refer to Article 2(9) of Regulation (EU) 2019/1239 establishing a European Maritime Single Window environment (See LI19) for further info.

When uploading the spreadsheet file, the Software Solution will check the following:

- The spreadsheet's type and version;
- The format of the data provided according with the format defined in the MIG;
- That the cardinalities, rules, and conditions from the MIG are fulfilled.

The templates must be compatible with the Software Solution's electronic submission portal, facilitating efficient data integration and processing. Refer to Annex I of the Commission Implementing Regulation (EU) 2023/204 (See LI21), which defines the content of the spreadsheet templates, and the common GUI functionality related to the upload of information from spreadsheets. The spreadsheets templates' version number must correspond to the version of the MIG.

While EMSA provides the harmonised spreadsheet templates for EMSWe reporting, each member state may add national-specific fields or requirements, to cater for the 'Part C' formalities that are being used in each country. Please note, there will be a requirement for tenderers to do this based on the evolving National requirements.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion # 1B - Stakeholder Engagement)
BR QA 2.2.1a	Tenderers must demonstrate their capability to provide proactive and ongoing support to transport operating companies in achieving seamless system-to-system integration with the Software Solution. Please give detail on the approach that would be taken towards technical assistance, collaborative planning, troubleshooting, and ensuring interoperability with existing systems.

2.2.2 National Authorities

There are several National Authorities and government bodies within Ireland which are responsible for receiving and processing maritime declarations. They ensure that the data submitted complies with both EU regulations and National laws and they may issue clearances or instructions based on the information received.

The majority of Irish National Authorities will receive formalities for informational purposes only and will be managed by a Role Based Access Control, Rules Engine, and the Notifications Engine (Refer to Section MNSW Core Services of this document). However, there are some key National Authorities who will take in formalities, as well as send responses over system to system via the RIM. These authorities may be known as Process owners.

A process owner in this context is the Authority or Organisation responsible for the execution, oversight, and outcome of a specific formal process or reporting obligation within the EMSWe framework. In response to formalities that they are the process owners of, they send a process response type, which is returned because of processes of an authority (e.g. clearance decision, release notification for goods/containers). This is outlined in further detail within the MIG, particularly P 3.3. The attached Formality Matrix Guide outlines who the process owners are of the various formalities to provide context. A key objective of this project is to integrate the Software Solution in a manner that effectively supports Process Owners in their operations, ensuring continuity and avoiding any disruption.

Please refer to the technical requirements for more detail about the various Authorities sending responses back through the Software Solution. There is also a further breakdown of European and National Requirements of the business requirements in greater detail below in Part 4: Section 2-2.3.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion # 1B - Stakeholder Engagement)
BR QA 2.2.2a	Tenderers must outline how they would ensure that the Software Solution is adaptable to evolving formalities, regulatory changes, and operational needs of Process Owners without impacting daily operations and workflows.

2.3 EUROPEAN AND NATIONAL REQUIREMENTS

As well as the legal European requirements and guidelines, there are National requirements and customisations that will also need to be built in and supported to the Software Solution. The Software Solution is not required to interact directly with other members states' MNSW's. However, it will be required to interface with some common EU databases and components, and report into SafeSeaNet (SSN).

At a high level, the following diagram outlines the overview of the Software Solution and breaks the components into European and National categories, defining what is governed/provided by the EU and what will be custom built from Ireland as a member state. This diagram and its sections/components are further explained and detailed later in this document as well as the Technical Requirements, however this section will provide a brief introduction and definitions, so a general understanding can be gathered by tenderers to provide context on the make-up of the MNSW Software.

<u>Note: Green = National Requirement / Blue = EU Requirement</u>

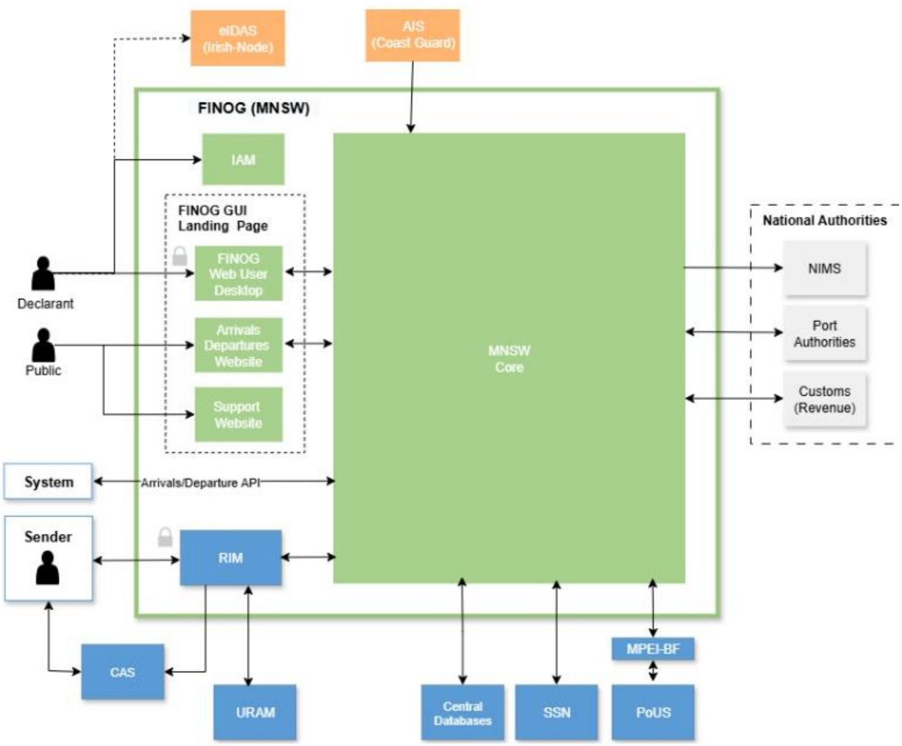


Figure 1 Software Solution Architecture

Item	Definition
Software Solution **(MNSW)**	Irelands National implementation of the European Maritime Single Window environment (EMSWe).
Declarant	Any natural or legal person who is subject to reporting obligations, or any duly authorised representative acting on their behalf.
Sender	A declarant or data service provider operating the IT system that sends electronic messages to the Software Solution or receives them via the reporting interface module (RIM).
IAM	The Identity and Access Management is a trusted system that creates, maintains, and manages digital identities for users, while providing authentication services to applications and systems. To

	support user/application/system authentication a national specific IAM will need to be delivered as part of the Software Solution.
CAS	CAS is an additional voluntary service for declarants for initiating direct system-to-system data connections between the system of a declarant and the harmonised reporting interface module of the respective MNSW.
RIM	The RIM is a middleware component of the MNSW through which information can be exchanged between the information system used by the declarant and the relevant MNSW. The RIM is developed by and maintained by EMSA, the RIM will need to be configured and hosted within the Software Solution.
URAM	The URAM provides the authentication needs for System to System (S2S) communications with RIM interactions. The URAM will be developed, maintained, and hosted by EMSA.
Software Solution GUI	The Software Solution Graphical User Interface (GUI) must provide a publicly available Landing Page containing information about the MNSW. The landing page must contain links to: • **Software Solution Web User Desktop:** Login section for user to authenticate and gain access to the Software Solution Web User Desktop • **Arrivals / Departures Website:** Publicly available online arrivals and departures website • **Support Website:** Publicly available online support website
MNSW Core	'MNSW core' means a MNSW technical component with which the reporting interface module is integrated. In addition to supporting the RIM, this component will provide support to the GUI for processing of formalities. The MNSW Core is the technical orchestration system for: • validating and processing formality data • exchanging formalities with relevant authorities • interfacing and managing data exchange with central databases • making formality responses available to the GUI • implementing national requirements
eIDAS (Irish Node)	A framework for secure electronic transactions across the European Union. It aims to enhance trust and confidence in electronic interactions by providing legal recognition for electronic identification and trust services. Refer to the Technical Requirements.
AIS (Coast Guard)	The Automatic Identification System (AIS) is an automatic tracking system used on ships and by vessel traffic services (VTS) to enhance

	maritime safety and navigation. AIS uses transceivers on ships to broadcast information. SafeSeasIreland currently receives an AIS feed from the Irish Coast Guard, which is expected to continue with the implementation of the Software Solution.
National Authorities	The Various arms of the Irish state that will connect to the Software Solution via System to System **Port Authorities:** The Various Port organisation across the Republic of Ireland • **Customs (Revenue):** Irelands Customs and Revenue authorities who play a crucial role in managing and regulating the flow of goods and services across the border. • **NIMS:** National Intelligence Management System within Irish Revenue
Central Databases	There are three databases that are EMSA centrally managed for the EMSWe: - The ship database (ESD), - The common location database (CLD) - The common hazmat database (CHD). The Data in all the 3 Databases is used to support the processing of the formalities within each member state's MNSW. These central databases will be hosted and maintained by EMSA.
SafeSeaNet (SSN)	SafeSeaNet is a vessel traffic monitoring and information system, established to enhance: • maritime safety • port and maritime security • marine environment protection • efficiency of maritime traffic and maritime transport All EU Member state MNSW's will interface and connect in real time to the central SSN system of the European Maritime Safety Agency (EMSA) to which it sends the corresponding and relevant data.
MPEI BF	An additional change currently being implemented by the commission is the Introduction of **MPEI BF.** Maritime-PoUS Exchange Information (MPEI) is the name of the Business Flow /BF that the commission will implement going forward. After each member state develops its own MNSW, it will be required to integrate with central PoUS over the internet and through MPEI BF.

	By submitting and receiving the relevant customs messages, **MPEI BF** will serve as a middleware application that facilitates system-to-system interconnection between a national-level Maritime (non-Customs) portal and the Central PoUS application. All necessary services of the PoUS central system will be exposed via the MPEI Business Flow to the MNSW System. The MPEI BF is hosted over SPEED2 Platform which acts as an application server and security perimeter.
Proof of Union Status (PoUS)	The **Proof of Union Status (PoUS)** system is a trans-European electronic system designed to prove the customs status of goods within the European Union. It replaces the traditional paper-based procedures with electronic documentation, ensuring a standardised exchange of administrative information between economic operators and customs authorities.

2.3.1 European Components

This section will look at the European components individually and set the requirements for each. It is imperative that all European components are compliant with their corresponding legislations as listed in the EU Commission Regulations.

RIM - Reporting Interface Module

A fundamental component of Regulation (EU) 2019/1239 establishing a European Maritime Single Window environment (See LI19) is the introduction of the harmonised Reporting Interface Module (RIM). The RIM is the middleware component of the MNSW through which information can be exchanged between the information system used by the declarant and the relevant MNSW. The RIM is developed by and maintained by EMSA.

The Commission Implementing Regulation (EU) 2023/2790 laying down functional and technical specifications for the reporting interface module of the MNSW (See LI24) lays down the functional and technical specifications for the RIM of the MNSW. It complies with the functional and technical specifications set out in Part I of the Annex.
The technical specifications emphasise the use of accessible and easily integrable technology for the reporting interface module.

The Commission centrally manages the development, updates, and distribution of the reporting interface module.
The regulation emphasises security, monitoring, and authentication for secure information exchange through the reporting interface module.

Please refer to Section 4: Technical Requirements for further information on technical Requirements relating to the RIM.URAM - User Registry and Access Management

The URAM provides the authentication needs for System to System (S2S) communications with RIM interactions. The URAM complies with the functional and technical specifications as described in Commission Implementing Regulation (EU) 2023/2790 laying down functional and technical specifications for the reporting interface module of the MNSW (See LI24).

The URAM will be developed, maintained, and hosted by EMSA. Refer to the Technical Requirements and URAM Documentation for further technical details on usage and integration.

CAS - Common Addressing Service

The Common Addressing Service (CAS) is an additional service for declarants for initiating direct system-to-system data connections between the system of a declarant and the harmonised reporting interface module of the respective MNSW. Refer to the Technical Requirements for further details on CAS.

Tenderers should refer to the latest version of Article 13 the CAS Documentation whilst also contacting EMSA to understand the business requirements.

2.3.2 European Central Databases

There are three EMSA databases that are centrally managed for the EMSWe Refer to Regulation (EU) 2019/1239 establishing a European Maritime Single Window environment (See LI19)

- Ship database (ESD) (REG Article 14-2 and 14.3)
- Common Location Database (CLD) (REG Article 15-2)
- Common Hazmat Database (CHD) (REG Article 16-2)

The Data in all the three Databases is used to support the processing of the formalities within each member state's MNSW. These central databases will be hosted and maintained by EMSA.

These three databases will need to be replicated within the Software Solution and the underlying data kept in synchronisation with the equivalent centrally managed databases. Refer to the **Technical Requirements** in Part 4: Section 3 for more detail about the database solution.

European Ship Database (ESD)

The ESD allows the collection, storing, updating and provision of the following:

- Ship data comprising ship identification information and particulars, composed of elements of the EMSWe data set related to a ship that are static or subject to limited changes over time, and which are submitted by declarants to the MNSWs.

- Information of ship reporting exemptions issued by Member States and reported in the Union Maritime Information and Exchange System (SafeSeaNet) referred to in Directive 2002/59/EC.

Ship data submitted by a declarant in one Member State becomes available to others via the ESD, reducing duplication and administrative burden.

According to the Annex I of Commission Implementing Regulation (EU) 2023/204 (See LI21) “the maritime National Single Window shall make available the relevant information from the EMSWe Ship Database, or alternatively from another relevant database in the graphical user interface by way of pre-filling the relevant fields”. While each member state can choose to use its own database and the information in the graphical user interface is pre-filled based on it, the content of the formality and its submission remain the responsibility of the declarant.

On this note, Ireland has made the decision not to pre-populate the database using content from the previous system, Safe Seas Ireland. Therefore, there will be no pre-population of screens done from initiation of the Software Solution on go-live from any reference database. There will be a qualitative ask of tenderers as part of this to enquire about what tools, functionalities, or mechanisms for validation of the information provided from declarants they might implement into the Software Solution to ensure the database is reliably getting correct vessel data.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR QA 2.3.2a	Tenderers must outline what tools, functionalities or mechanisms for validation of the information provided from declarants the proposed Software Solution will use to ensure reliable and valid vessel data. (For example, this could include integrations with external APIs such as Vessel Finder/Lloyds).

Common Location Database (CLD)

The CLD allows the collection, storing, updating and provision of the following types of location and port facility codes:

- United Nations Code for Trade and Transport Locations (UN/LOCODE),
- IMO GISIS port facilities,
- SafeSeaNet specific codes.

Common Hazmat Database (CHD)

The CHD allows the collection, storing, updating and provision of information on dangerous and polluting goods stemming from the following conventions and agreements, including voluntary versions (where applicable):

- International Maritime Dangerous Goods (IMDG),

- International Maritime Solid Bulk Cargoes (IMSBC),
- International Code of the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk (IGC),
- International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk (IBC),
- International Convention for the Prevention of Pollution from Ships (MARPOL Annex I),
- Tripartite Agreements (MEPC.2/Circular).

2.3.3 European Integrations and Interfaces

SafeSeaNet (SSN)

SafeSeaNet (SSN) is a European Union maritime information exchange system developed by the Commission to ensure the implementation of Community legislation. Its primary purpose is to enhance maritime safety, security, and environmental protection by enabling the efficient sharing of vessel traffic information among EU member states, relevant authorities, and EMSA. SSN serves as the central platform for reporting mandatory ship information, including arrival notifications, dangerous goods declarations, incident reports, and vessel traffic monitoring data.

All EU coastal states, including Ireland are mandated to connect their national maritime information systems to SSN to ensure a harmonised and secure exchange of maritime data across the EU network.

SafeSeaNet facilitates the exchange of maritime information between EU member states, providing real-time data on ship movements, cargo, and incidents at sea. Formalities relating to the following items are mandatory to be sent from the Software Solution to SSN:

- NOA, ATA, NOD, ATD
- Crew
- Passengers
- Waste
- Hazmat [SN2]
- Bunkers

These port call notifications that are sent to SafeSeaNet are known as **PortPlusNotifications**.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)

BR QA 2.3.3a	Tenderers must describe how their solution of the Software Solution will meet:
	• sending the following formalities relating to the following items to SSN in their correct format (PortPlusNotifications)
	    ○ NOA, ATA, NOD, ATD
	    ○ Crew

	○ Passenger ○ Waste ○ Hazmat ○ Bunkers • the exchange and distribution of information received through the maritime National Single Window to SafeSeaNet in accordance with Directive 2002/59/EC. • Tenderers must ensure that the Software Solution is integrated with SSN in accordance with all aspects of Regulation (EU) 2019/1239 establishing a European Maritime Single Window environment (See LI19). • The Software Solution must have capability and functionality to report and flag if any messages being sent to SSN have not gone through or failed. Messages that failed must be monitored and flagged to the Contracting Authority.

Proof of Union Status (PoUS)

The Proof of Union Status (PoUS) system is a trans-European electronic system designed to prove the customs status of goods within the European Union. The integration between the European Maritime Single Window environment (EMSWe) and the Proof of Union Status (PoUS) system is part of the EU's broader effort to streamline customs and maritime reporting processes.
It replaces the traditional paper-based procedures with electronic documentation, ensuring a standardised exchange of administrative information between economic operators and customs authorities. The Software Solution will be using a direct connection to PoUS, with the five PoUS formalities going directly to the PoUS system without going to Irish customs initially

The list below indicates the PoUS formalities:

- **CGM** (Customs goods manifest)
- **PPA** (Presentation of the proof at arrival)
- **SDA** (Supplementary Documents at Arrival)
- **SDD** (Supplementary Documents at Departure)
- **CAR** (CGM Amendment Request)

PoUS will also send responses back to the declarant. For further details please refer to the **Technical Requirements**.

2.3.4 National Components (Software Solution - MNSW)

This section will look at the National components individually and set the requirements for each.

MNSW Core

The 'MNSW core' means a MNSW **technical component with which the reporting interface module is integrated**. In addition to supporting the RIM, this component will provide support to the GUI for processing of formalities. The MNSW Core is the technical orchestration system for:

- validating and processing formality data
- exchanging formalities with relevant authorities
- interfacing and managing data exchange with central databases
- making formality responses available to the GUI
- implementing national requirements

Please also reference the **Technical Requirements** in relation to the MNSW Core and further technical requirements around implementation.

Software Solution GUI

The 'graphical user interface' of the Software Solution means a web interface for two-way web-based user-to-system data submission to the maritime National Single Window, allowing declarants to enter data manually, inter alia, by means of harmonised digital spreadsheets and functions that enable reporting data elements to be extracted from those spreadsheets. Additionally, the GUI includes common functionalities and features that ensure a common navigation flow and data upload experience for the declarants.

The graphical user interface of the maritime National Single Window will provide a 'landing page' and a 'user desktop,' after register and login as outlined in Commission Implementing Regulation (EU) 2023/204 (See LI21).

Tenderers must ensure that the Software Solution provides a GUI with all the functionalities needed for declarants to fulfil the reporting obligations listed in the Annex to Regulation (EU) 2019/1239 establishing a European Maritime Single Window environment (See LI19), as well as allowing those declarants who will receive formalities through the GUI to do so.

Registration

The registration portal for the Software Solution will be contained within the public landing page of the website. A user looking to register for the first time will need to contact the Contracting Authority's admin team to get them set up on the Software Solution (A Contracting Authority mailbox should be included in the registration portal under 'contact details'). They will send the Contracting Authority's approved registration form to the DoT admin team from within the marine survey office with several pieces of information and fields, including, but not limited to:

- Name
- Email address
- Phone Number (for 2FA and contact)

- Name of company they represent
- Organisation Type (e.g., shipping company, port authority, customs etc)
- EORI number

The designated administrative user within the Contracting Authority will then receive the submitted form, verify the accuracy of the provided information, and confirm the identity of the applicant. Then, the DoT admin user will have the functionality in their administration portal to add users.

Once the administrative user within the Contracting Authority has added the applicant, the individual will then receive an email confirming that they have been successfully registered. The admin user from the Contracting Authority will then provide a temporary password over the phone, so the user being registered can then log into the system and set their permanent password going forward.

As per the MIG (P9), all declarants must be identified by an EORI number. The EORI number is the Economic Operators Registration and Identification number and is used to identify what organisation or economic operator a declarant is representing when submitting formalities to the Software Solution. In the Commission Implementing Regulation (EU) 2023/2790 laying down functional and technical specifications for the reporting interface module of the Maritime National Single Windows (See LI24), it is established that the validity of EORI will be performed by URAM Central Authentication Service, which means that no additional connection to the EORI system is required for EMSWe formalities.

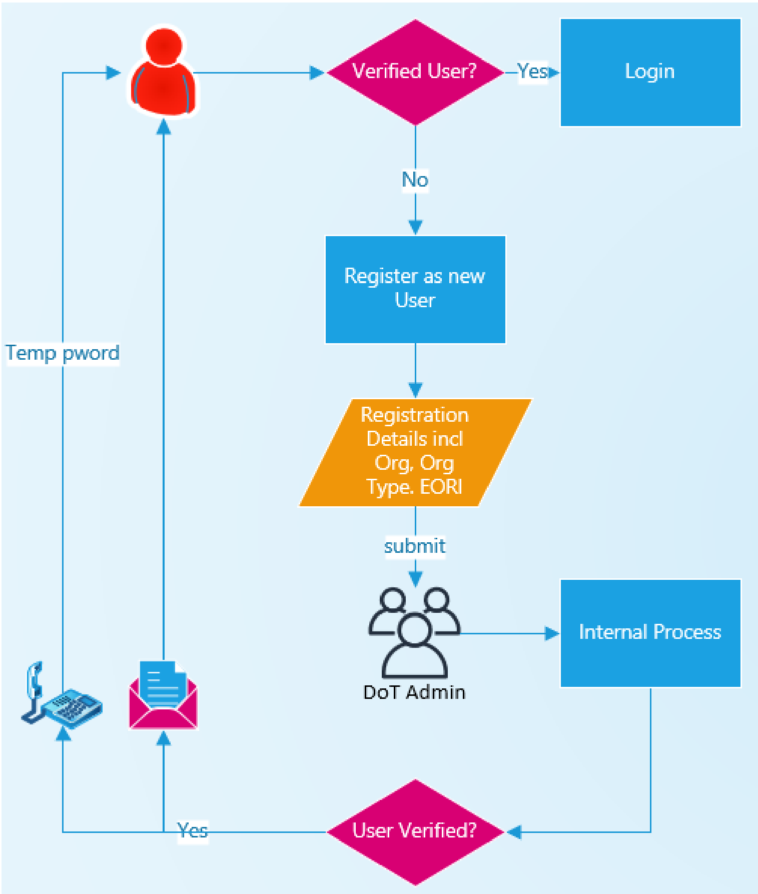


Figure 2: Workflow of the Registration System within the Software Solution

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR QA 2.3.4.1 a	To lift administrative burden of the DoT admins, the Software Solution must provide functionality to assign administrative privileges to nominated internal users within an organisation. These delegated administrators would then be responsible for managing user accounts within their respective organisations, including the ability to add or remove users as needed. A DoT admin must always be the 'super user' and can add/remove accounts within any organisation as needed. Tenderers are asked to outline how they would achieve this approach.

Log in and Authentication

After being successfully registered in the Software Solution, the users of the Software Solution will be able to authenticate themselves and log into the GUI Web User Desktop. The GUI landing page will direct the user to the authentication portal where the user shall decide where to authenticate and log in, either through eIDAS, or through the Software Solution /Contracting Authority standard log in.

After the user successfully authenticates and logs in, the web user desktop will send back the set of attributes and high-level rights. The Software Solution will perform more fine-grained authorisation based on what information has been received and stored at National level through Role Based Access Control.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR QA 2.3.4.2 a	Tenderers must detail their proposed approach for the setup, and implementation of a login system within the Software Solution.

Software Solution - Web User Desktop

The Software Solution web user desktop is a web interface for two-way web-based user-to-system data submission to the Software Solution, allowing declarants with secure access to enter data manually, inter alia, by means of harmonised digital spreadsheets. It includes functions that enable reporting data elements to be extracted from those spreadsheets, as well as including common functionalities and features that ensure common navigation flow and data upload experience for the declarants.

It will also be the desktop where registered users under the National Authorities will be able to log in and view the formalities they are entitled to and have legislative basis to do so. The following sections are outlined to give guidance around what the different user profile types that will be presented when they log in to the Software Solution.

As per requirements listed below, the different desktop views will be designed and wireframed by the UI/UX designer in conjunction with the Contracting Authority.

Declarant Desktop

The declarant desktop interface is used by ship operators, agents, or other declarants to manually input, or upload required reporting data using the EMSA spreadsheet templates. It supports user-to-system communication and ensures that declarants can fulfil their reporting obligations, even without system-to-system integration.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR QA 2.3.4.3 a	For the display list of all port calls and visits, this must be defaulted to filter by the agent's organisation, ordered by dates. The DoT envisages a table for this display, where column headings on the table must be sortable.
BR QA 2.3.4.3 b	As outlined some declarants will be nominated as 'admin' users for their organisation, allowing them to administrate and manage users within their organisation. These nominated users should have functionality in their web user desktop GUI that allows them to do this.
BR QA 2.3.4.3 c	It is desirable that the list of port calls and visits must contain the ability to display and flag noncompliance based on security notifications and business rules, which get created under the Notifications Engine.

DoT Admin Desktop

The admin desktop will be used by the Software Solution administrators of the Marine Survey Office within the DoT, or National coordinators to manage user access, monitor system performance, configure settings, and ensure compliance with EMSWe standards and regulations.

The view for the Contracting Authority admin users is outlined in the requirements below.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR QA 2.3.4.4 a	Tenderers must describe any functionality, modules, or ideas that the proposed platform would contain in assisting DoT admin users in compliance monitoring and administering the Software Solution.

National Authorities Desktop

This interface is designed for use by competent authorities (e.g., customs, port authorities, border control) to access, review, and process the information submitted by declarants. It facilitates coordination and decision-making based on the reported data.

There are 15 formalities which customs are the owner of and are obliged to respond to the declarant with a CUS type response. Customs do however also require other general formalities. Refer to the attached **Formality Matrix Guide** for reference for the **CUS** and **FRM** type response.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR QA 2.3.4.5 a	Tenderers must outline, components or functionality they propose in presenting to the national authorities upon login. Include in your response how this may be controlled and managed through RBAC for the various National Authority types, for example: ports user, customs user etc.

Software Solution Support Portal

The Support Portal within the GUI serves as a centralised help and assistance interface for users interacting with the system.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR QA 2.3.4.6 a	Tenderers must describe the content, features, or modules they would propose for the support portal website.
BR QA 2.3.4.6 b	Please describe how the proposed Support Portal structure, layout and images will be managed by the supplier; the content must be like a brochure style website whereby the content is easily editable by the administration's users without further reference to the supplier.

Software Solution Arrivals and Departure Website

As outlined in **Commission Implementing Regulation (EU) 2023/204 (See LI21), Member** States shall make estimated and actual arrival and departure times of ships publicly available in a website accessible from the landing page of the graphical user interface of their maritime National Single Window in a readable format as well as in a system-to-system format.

2.3.5 MNSW Core Services

User Management

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR QA 2.3.5.1a	Tenderers are requested to describe how the solution can support and improve 'User Management' within the Software Solution.

Role Based Access Control and Administration

This section describes the Role-Based Access Control (RBAC) framework that governs user permissions and access levels within the platform. RBAC ensures that users have the appropriate permissions for viewing, creating, updating, and deleting of data. In addition, RBAC will also control permissions to other functional areas within the platform.

Given the critical role RBAC plays in ensuring appropriate access, it is imperative that the proposed solution offers full flexibility in managing roles, groups, and users. The Contracting Authority and the Software Solution will operate in a dynamic environment where stakeholder requirements, organisational structures, and legislative requirements can evolve rapidly, and the RBAC framework must be built with this in mind to accommodate this.

- **User Groups**: Logical collections of users who share common access needs or responsibilities within the Software Solution. Grouping users simplifies the management of access rights by allowing administrators to assign roles or permissions to the group, in addition to individual users. This is particularly useful for managing access at scale and ensuring consistency across similar user types (e.g., Port Authorities, Customs Officers, Shipping Agents).

- **User Roles:** User Roles define a set of responsibilities or functions within the system and are associated with specific permissions. A role may represent a job function or position (e.g., "Administrator," "Data Viewer," "Port Security Officer") and determines what actions a user assigned to that role can perform as well as what screens/functionality they can see within the GUI

- **User Permissions**: User Permissions are the specific rights and privileges granted to perform actions within the system, such as "view reports," "submit declarations" etc. Permissions are typically assigned to roles rather than directly to users, ensuring that access is controlled and auditable based on role responsibilities, however the RBAC must be able to assign permissions to both.

Stakeholder	Access Level	Permissions
Solution Super User	Super User	Full system access to Platform backend.
Solution System Administrators	Admin. User	Full system access for maintenance, troubleshooting, user management, and audit trails.
Shipping Agents/ Owners/ Masters (AOMs)	Submitter	Submit vessel notifications, crew passenger lists, manifests, and declarations for vessels under their responsibility. View submission status and responses.
Customs Authorities (Revenue Commissioners)	Regulatory Reviewer	View the FAL documents and associated cargo data. Approve/reject customs documentation.

Port Authorities	Operational Coordinator	View vessel arrival/departure information, berth requests, and waste notifications.
Shipping Lines/Freight Forwarders	Data Submitter	Submit cargo manifests, port of entry declarations and security information. View feedback from authorities.
Health Authorities (HSE)	Health Reviewer	Access crew/passenger lists and Maritime Declaration of Health. Initiate health inspections or interventions.

Example of RBAC

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR QA 2.3.5.2a	Tenderers must describe the design and operation of their role-based access control (RBAC) solution and explain how it will meet the business requirements.

Notifications Engine, Business Rules, and Compliance Checking

To enhance flexibility and reduce the need for frequent system changes and having business rules hard coded into the Platform, the solution will include a configurable Notifications Engine. This engine will enable system administrators to define and manage business rules that govern notification triggers, content, and delivery channels-without requiring changes to the underlying codebase. By externalising these rules from the core application logic, the system can more easily adapt to evolving operational needs, minimise change requests, and support faster implementation of policy or process updates.

The Software Solution will manage time sensitive information and as such, several stakeholders such as Irish customs, ports, border control etc. will be required to receive notifications so they are alerted promptly so they can perform their necessary actions as part of their day-to-day operations. Building a notification engine into the Software Solution will be a critical component as it will assist the stakeholders and the Contracting Authority in ensuring compliance with maritime regulations and reporting. It will additionally reduce the need for constant system monitoring and manual follow-ups.

The Notification Engine is expected to be configurable at the formality level, enabling administrators to define and generate alerts based on specific activities or conditions associated with each individual formality.

There are currently **ten** heightened security alerts in the legacy system that **must** be replicated and recreated in the Software Solution. It is envisaged that the configurable notification engine will be able to do this. The ten heightened security alerts that must be recreated in the Software Solution are outlined below. Although the table below provides guidance to show the level of detail expected by the notification engine, there will be a contractual requirement to have the ten heightened security alerts built into the Software Solution from launch of the platform.

Business Rule Name / Heightened Security Alert	Relevant Formality	MMT Base	Data Field	Description	EMSWe Data Element	Conditions
Ship does not have an approved SSP on board	SEC - Notification of security information	ISSC Certificate	Type Code	A code indicating if the ship is provided with an International Ship Security Certificate or an Interim International Ship Security Certificate	DE-030-07	IF code = 0 then email XX
Other Practical Security Related Information selected.	SEC - Notification of security information	Exchanged Document	Remark	An explanation of any other security-related matters to report	DE-014-08	IF field NOT blank then email XXX
Dangerous substances or devices on board other than cargo selected	HZA/HZD - Hazardous Materials on arrival / departure	Transport Dangerous Goods	Supplementary Information	A statement of any other information relevant to the characteristics or hazards of the referenced dangerous goods.	DE-049-07	IF field NOT blank then email XXX

10 previous ports not included	SEC - Notification of security information	Call Event	Last Ten Facility Locations Not Reported Reason Text	The reason the list of last ten calls at port facilities is not reported.	DE-014-43	If DE-014-43 completed, then email XXX
10 previous ports not included	NOA - Notice of Arrival	Previous Port call	Previous Port of call, coded	A code representing a previous port of call.	DE-023-01	IF DE-023-01 < 10, then email XXX
ISSC Cert Expired	SEC - Notification of security information	ISSC Certificate	ISSC Expiry Date	The expiry date shown on the ISSC or Interim ISSC.	DE-030-06	If Date Field > today, then Email XXX
Special or Additional security measures selected	SEC - Notification of security information	Additional Security Measures	Ship additional security measures (Coded)	A code representing the special or additional security measures applied in lieu of those in the security plan	DE-023-06	If field = 1 then email xxxx
Security Level of Medium/High	SEC - Notification of security information	Logistics Transport Movement	Ship current security level, coded	A code representing the security level of the ship in the port of arrival as defined by the ISPS Code.	DE-005-18	If field = 1 or 2 then email xxxx

There will be additional business rules in the platform that will be implemented by the successful tenderer in conjunction with the Contracting Authority, such as an ATA being received in the system without an NOA being submitted in advance, triggering alerts to admin users. These business rules will all be at the formality level, so they must be easily configured by the notification engine, giving more control back to the Contracting Authority. A number of these rules are outlined in greater detail below in the requirements section, and it will be mandatory to have in the Software Solution for go-live.

A significant portion of the business rules within the system will be centred around the timing and sequencing of formalities-that is, when specific formalities are submitted, processed, or responded to in relation to other events or deadlines. As such, the Notifications Engine must be designed with the flexibility to accommodate these time-sensitive and event-driven requirements. Another such example would be an Admin user must have the ability to prevent a vessel with a flag of interest.

The notifications engine must support:

- **Time-Based Triggers**: Notifications that are activated based on predefined time intervals (e.g., X hours before or after a formality is due, submitted, or expires).
- **Sequence-Dependent Alerts**: Rules that generate alerts when formalities are submitted out of order, delayed, or missing in a required sequence.
- **Conditional Logic**: The ability to define complex conditions (e.g., "If Formality A is not received within 2 hours of Formality B, notify the relevant authority").

Ref	**QUALITATIVE ASSESSMENT (QA)** **(Award Criterion #3A - European and National Requirements)**
BR **QA** **2.3.5.3 a**	Given the critical role of timely and targeted communication within the EMSWe system, the notifications engine must be designed with maximum administrative flexibility. The solution must empower designated Contracting Authority's administrators to easily create, configure, and manage alerts without requiring vendor intervention or technical expertise. Tenderers must outline how their solution will accomplish this and how they would approach building the notifications engine to assist the Contracting Authority with compliance monitoring.

Rules Engine and Alerting

In addition to the Notifications Engine, the system will include a dedicated and configurable Rules Engine responsible for managing the intelligent routing and distribution of formalities to the appropriate stakeholders. This component will ensure that each stakeholder-whether a port authority, government agency, or other designated entity-receives the formalities relevant to their role and that they have legislative basis to receive.

Based on configurable rules, the engine will determine which stakeholders will receive each formality. All stakeholders receiving formalities through the GUI will be managed through this engine by DoT admins.

The Rules Engine will operate in close coordination with the Notifications Engine to trigger alerts when specific formalities are received, missing, or require action from a designated stakeholder. Certain alerts will be mandatory and system-enforced, meaning recipients cannot opt out of them. Others will be configurable based on stakeholder-specific needs. For example, a fisheries company based in Dublin may request to receive alerts only when a Notice of Arrival (NOA) is submitted by a fishing vessel entering Dublin Port. In such cases, the stakeholder would submit a request to the Contracting Authority's Software Solution's administrator, who would configure the alert accordingly within the Software Solution. The mandatory alerts will be set up by the Contracting Authority with support and guidance from the successful tenderer.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR **QA** **2.3.5.4a**	Tenderers must demonstrate and outline their approach to delivering this flexible rule engine.

Reporting and Business Intelligence

According to Regulation (EU) 2019/1239 establishing a European Maritime Single Window environment - Article 22 (See LI19) 'Review and report', the Software Solution will be required to monitor the application of the EMSWe and report the findings to the Commission. The report shall include the following indicators:

- use of the harmonised reporting interface module,
- use of the graphical user interface,
- use of other means of reporting as referred to in Article 7.

Member States shall submit that report to the Commission on an annual basis, using a template to be provided by the Commission.

In addition to the mandatory reports required by legislation, the Software Solution will aim to provide enhanced reporting and analytics capabilities for platform users-particularly administrative users-to support effective compliance monitoring. Reports will be generated at the field level based on the available data sets and the information stored within the Software Solution databases. Additionally, reports will have the capability to retrieve data from the local vessel database, user database, and LOCODEs database, enabling more detailed analysis of specific ports.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BRD **QA** **2.3.5.5a**	Tenderers must provide a detailed description of their proposed reporting solution, with a particular focus on how it will support various user roles in ensuring compliance with EMSWe obligations. In your description, describe how the solution will enable administrative users to monitor compliance across the system and outline any features

	that assist end users (e.g., shipping agents, port operators) in identifying and resolving outstanding tasks or data gaps that may impact compliance.

2.3.6 National Interfaces

The Software Solution will establish system-to-system interfaces with various national authorities and systems. This section outlines the specific requirements for each interface and offers guidance for tenderers. It should be read in conjunction with the attached **Formality Matrix Guide**.

National Authority Interfaces

The national authorities listed below will interface with the Software Solution through system-to-system communication, both for the submission of formalities and the receipt of responses. In addition to the other stakeholders for the Software Solution, the authorities listed below will also be required to collect some formalities through the the Software Solution's GUI for informational purposes only, this will be managed by the notifications and rules engine. The requirements below cover the system-to-system integrations only.

Irish Port Authorities

The Irish ports are a key stakeholder for the Software Solution and will be the **process owner** of several formalities submitted by the declarants. The individual Irish ports have a different range of technology maturity and systems that they use. Currently, **six** ports within Ireland operate a Port Management Information System (PMIS) and may pursue a system-to-system integration with the Software Solution during Phase 2 of the project (Please reference the Project Requirements in relation to project phasing).

The onboarding of all ports will be staggered throughout Phase 2 of the project. The ports without PMIS systems will receive the formalities through the GUI (with the aid of the business rules engine) as informational to their operations only. Ports that will integrate their PMIS with the Software Solution via system-to-system communication, will transmit responses back to declarants through the Maritime National Single Window (MNSW), as outlined in the EMSE MIG. In accordance with the MIG-P17 Clearance Model, Irish ports will, by default, apply a 'silent clearance' approach to arrival notifications submitted by declarants.

To ensure uninterrupted operations and minimal disruption for each port, it is essential that integration with the Software Solution aligns seamlessly with existing port processes and workflows. As such, the specific formalities each port will receive-and the method by which they receive them-will be clearly defined and refined during the onboarding phase for each individual port, with support and guidance from the successful tenderer.

The Software Solution will function primarily as a messaging layer, transmitting formalities in their existing format to the respective Port Management Information Systems (PMIS). The responsibility for mapping these formalities to internal systems will rest with each port, although support from the successful tenderer for this will be required. During onboarding, each port will determine the scope of data to be exchanged via system-to-system integration, as well as which data and operational activities will continue to be managed outside of the Software Solution. One such example being the 'SRV – Request for Service' formality.

Each port may refine its specific requirements regarding which elements of a given formality are to be received via the Software Solution and which data fields should be transmitted directly to their Port Management Information System (PMIS). Certain fields may involve validation rules in the PMIS or require business logic that introduces complexity, making them less suitable for transmission through the Single Window. These decisions will be made in partnership with each port during their onboarding process, with support from the successful tenderer as needed.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR QA 2.3.6.2 a	Tenderers must outline its approach to engagement with the Irish ports regarding system-to-system onboarding - giving outline to how they would refine requirements with each port individually and assist them with integrating into the Software Solution.
BR QA 2.3.6.2 b	Tenderers must describe how the Software solution will support the onboarding of Irish ports into the Software Solution.

Irish Customs (Irish Revenue)

The following formalities are Customs specific formalities which will be processed by Irish Customs:

- **TSD** - Temporary storage declaration
- **PNO** - Presentation notification
- **REN** - Re-export notification
- **TRA** - Electronic transport documents used at arrival
- **TRD** - Electronic transport documents used for transit at departure
- **EXS** - Exit Summary declaration
- **EXT** - Exit notification

The Irish Customs will be responsible and expected to respond to the Declarant of these Customs specific formalities via the Software Solution as defined in Regulation (EU) 2019/1239 establishing a European Maritime Single Window environment - Article 5, paragraph 3(c) (See LI19). Refer to Annex I - Reporting obligations stemming from legal acts of the Union.

Formalities for Customs are highlighted in the attached **Formality Matrix Guide.** Refer to Column E and F for the type of response and category of response, respectively. Formalities may be directed to either NIMS, Revenue or PoUS, which are all System to System, indicated on columns L-N. Customs will be expected to respond to the Custom response type formalities as per the MIG

Other non-Custom type formalities are also required by Irish Customs for general information (read only) purposes for the following scenarios when:

1. an NOA/NOD is created and submitted,
2. an NOA/NOD is amended and submitted,
3. an NOA/NOD is cancelled,
4. an ATA or ATD is created and submitted (manual or automatic via AIS).

These formalities are outlined in detail in the **Formality Matrix Guide**, but primarily include:

- **CGA / CGD -** Cargo declaration on arrival / departure
- **PXA / PXD -** Passenger List on arrival / departure
- **STA / STD -** Declaration of stores on board at arrival / departure
- **EFF -** Crew's effects declaration
- **CWA / CWD -** Crew list at arrival / departure

Currently, in SafeSeasIreland, the above is sent to Customs. There will be a requirement for this to continue in Phase1 of the Project (For information regarding **Project Phasing** please reference the Project Requirements).

Regulation (EU) 2019/1239 establishing a European Maritime Single Window environment - Article 11(2) and (3) (See LI19) requires that relevant information in the Entry Summary Declaration lodged by the sea carrier or its representative shall be made available to the maritime National Single Window. The relevant information is set out in Annex VIII of Commission Implementing Regulation (EU) 2023/204 (See LI21). As a result, The Entry Summary Declaration will continue to be submitted directly to an EU central system Import Control System 2 (ICS2) and that where necessary the relevant information shall be made available to the Software Solution only in the case that this information can be reused for other reporting obligations in connection with the same port call.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR QA 2.3.6.3a	Please provide a brief description on the implementation approach for: • the Software Solution to support the secure interchange of the customs messages (Outlined in the Formality Matrix Guide) between Declarants and Irish Customs.

	• Tenderers to ensure that each of the formalities with a CUS type response will be tagged with a 'customs' type in line with the EMSWe data set requirements.
	• the solution to facilitate validation of the formalities for format, completeness, and compliance with national customs and EMSWe specifications.
	• tenderers to ensure that the Software Solution is designed to ensure real-time interoperability with EMSWe components, allowing timely synchronisation of customs status updates, decisions (acceptance/rejection) for vessel entry or departure.
	• tenderers to ensure that transmissions between the Software Solution and EMSWe for the custom-type formalities will be logged for traceability, compliance, and audit purposes in accordance with both EU regulations and national data governance standards.
	• the Software Solution to ensure that Irish customs continue to receive formalities, in addition to the CUS specific formalities outlined in the MIG over system to system in relation to:
	  ○ CGA / CGD - Cargo declaration on arrival / departure
	  ○ PXA / PXD - Passenger List on arrival / departure
	  ○ STA / STD - Declaration of stores on board at arrival / departure
	  ○ EFF - Crew's effects declaration
	  ○ CWA / CWD - Crew list at arrival / departure
	• the Software Solution to only support processing of Customs related formalities via the RIM and not via the GUI.
	• the Software Solution to make the Customs formalities processed via the RIM available to view in the GUI in an easily viewable format. After the contract is awarded, consultation with the Contracting Authority may be required to finalise this requirement.
	• all elements of Regulation (EU) 2019/1239 establishing a European Maritime Single Window environment (See LI19) to be satisfied in relation to customs, including but not limited to article 11 - ''Additional provisions for customs''.

NIMS - National Intelligence Management System (Irish Revenue)

NIMS refers to the National Intelligence Management System. It plays a key role in managing and processing data related to cargo and passenger movements, particularly for Roll-on Roll-off (RoRo) ferry traffic. At present, transport operators submit data and manifests through NIMS, which is managed within Irish revenue. Going forward, these transport operators will

be submitting over system to system to the Software Solution, which will then direct the data to the NIMS endpoint within revenue.
These formalities are informational in nature and as such NIMS will not need to respond to the Declarant. The formalities that will be sent to NIMS endpoints are outlined in column ‘L’ of the **Formality Matrix Guide**.

eIDAS - (Electronic Identification, Authentication, and trust Services)

The Electronic Identification, Authentication and Trust Services (eIDAS) regulation (EU) No 910/2014 is a foundational EU law that establishes a framework for secure electronic interactions between citizens, businesses, and public authorities across EU Member States.

For the Software Solution to be EMSWe compliant, it will need to be integrated with eIDAS.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR **QA** **2.3.6.5a**	Please provide a brief description on the implementation approach: • to comply with the eIDAS Regulation (EU) No 910/2014, supporting cross-border electronic identification and authentication, and enabling the use of qualified electronic signatures for legally binding submissions. • for the connection to the Irish node for EIDAS, to facilitate interoperability with the EU-wide eIDAS network. • for the solution to provide audit trails for all eIDAS-based authentication and signature events, including identity verification, access logs, and document signing. • for linking an eIDAS authenticated user and the EORI (organisation).

AIS (Coast Guard Feed)

The Automatic Identification System (AIS) is also a critical tool in Ireland’s maritime industry, enhancing navigational safety and maritime security. It operates in a Very High Frequency (VHF) mobile band, allowing ships and shore-based stations to automatically exchange real-time information. Key uses of AIS in Ireland include:

- **Vessel Tracking** - to monitor ship movements to ensure safe navigation and prevent collisions.
- **Maritime Security** - to provide identification and positional data to maritime authorities for security and surveillance purposes.
- **Port Operations** - to enhance the efficiency of port operations by providing real-time data on ship arrivals and departures.

- **Search and rescue** - to assist in search and rescue operations by providing accurate location data of vessels in distress.
- **Environmental Protection** - to monitor ship routes to prevent and respond to environmental incidents, such as oil spills.

In the Software Solution, the AIS positioning data for ships will be used to automatically generate the Actual time of Arrival (ATA) and Actual time of Departure (ATD) formalities. The Irish Coast Guard currently collects the broadcasted ship AIS data.

ATA (Arrival Time) - Auto-Fill Conditions

For an ATA to be automatically assigned to a Prearrival:

- A relevant Prearrival must already be created and submitted before the vessel enters the port.
- The port specified in the Prearrival must match the AIS event's port area.
- The ships MMSI number in the Prearrival must match the MMSI number provided in the AIS feed.
- The AIS Entry event and the Stop/Moored navigation status change must occur within 2.5 hours of the ETA in the Prearrival.
- The Stop or Moored event must happen at least 15 minutes after the vessel enters the port (based on AIS Entry timestamp).

ATD (Departure Time) - Auto-Fill Conditions

For an ATD to be automatically assigned to a Prearrival:

- **The ETD in the Prearrival** is used to determine whether AIS movement events qualify for autodetection. This is important to note as there is an ETD value that agents fill out when logging their Predeparture. This is not the ETD value used for ATD autodetection.
- A Start event (vessel begins moving) must occur within 2 hours of the ETD **specified in the Prearrival**.
- An Exit event must occur within 2 hours of the ETD **specified in the Prearrival**.
- The Exit event must occur within 15 minutes of the Start event (indicating continuous movement).

Below are some example scenarios that would pass or fail auto detection:

Type	Scenario	ETA/ ETD	AIS Event Times	Result	Notes
ATA	Pass	13.00	Entry: 13.10, Stop: 13.30	ATA: 13.30	AIS time for Entry is within 2.5 hours and stop within port area is after 15 minutes

ATA	Fail	13.00	Entry: 16.00, Stop: 16.30	No ATA	AIS time for Entry is 3 hours outside of ETA on Prearrival
ATA	Fail	13.00	Entry: 13.10, Stop: 13.20	No ATA	Stop Event happened only 10 minutes after AIS time for Entry
ATD	Pass	19.00	Start: 20.25, Exit: 20.35	ATD 20.25	Both Start and Exit events are within 2h of ETD. Exit event is within 15 minutes of Start event.
ATD	Fail	19.00	Start: 22.00, Exit: 22.10	No ATD	Both Start and Exit events are 2 hours outside of ETD
ATD	Fail	19.00	Start: 20.25, Exit: 20.45	No ATD	Exit event is 20 minutes after Start event which is too far apart

The Software Solution will need to integrate with the Coast Guard AIS system to receive the AIS data for vessels. Please refer to the Technical Requirements for further requirements on this and details regarding the integration.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR **QA** **2.3.6.6 a**	Please provide a brief description on the implementation approach for: • the Software Solution to leverage the integration of AIS to produce the Actual time of Arrivals and Actual time of Departures. This is required when a vessel crosses a particular polygon. • a notification to be sent to alert DoT admins if a ship crosses past a polygon, produces an ATA and there is no record of it in the Software Solution database. • Declarants to have the ability to submit the ATA manually, if AIS should fail on either side (The declarants' side or the AIS feed). • the Software Solution to keep a history of AIS data for vessels (ship movements). • the Software Solution to track and report on the health of the Base Stations used in the Polygons.

Polygons

In the context of generating maritime automatic actual time of arrivals/departures (ATAs and ATDs), polygons typically refer to geofenced areas or spatial zones defined on a map using coordinates. These polygons are used to trigger events or calculations when a vessel enters, exits, or moves within them. Polygons are drawn around ports, terminals, anchorages, or berths. When a vessel crosses into a polygon, the system can register it as "arrived" or "departed.". Instead of relying solely on manual updates or estimated times, polygons allow for real-time, automated detection of vessel movements based on geospatial data. As mentioned above, this process is currently taking place in Safe Seas Ireland. This will also be a requirement for the Software Solution.

The inclusion of polygon functionality within the Software Solution is a contractual requirement, as these geospatial zones are essential for generating automated Actual Time of Arrivals (ATA) and Actual Time of Departures (ATD). Tenderers will be required to outline their proposed solution for implementing this functionality and will be evaluated accordingly. It is the Contracting Authority's strong preference that this capability be made available to authorised administrative users, enabling them to create and manage polygons directly through the application interface - without the need for developer intervention or hard-coded changes.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3A - European and National Requirements)
BR 2.3.6.7a	Tenderers must describe the user interface for polygon creation and management, including ease of use, map interaction, and visual feedback.
BR 2.3.6.7b	Tenderers must outline how the system allows for flexible polygon configuration. Please outline whether your proposed solution would be hard coded into the system, or would administrative users be given access to create/edit/delete these polygons?
BR 2.3.6.7c	Tenderers must describe how changes to polygons are logged and audited.
BR 2.3.6.7d	Tenderers must explain and outline how the solution ensures accurate detection of vessel entry/exit from polygons and the performance of real-time event triggering.

2.4 NON-FUNCTIONAL REQUIREMENTS

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #3C - Non-Functional Requirements)
BR QA2.4a	The Software Solution must support a modular services architecture so that maintenance/changes to existing services do not adversely affect the whole solution and downtime is minimised.
BR QA2.4b	The Software Solution must be intuitive and designed for ease of use for **internal** users.
BR QA2.4c	The Software Solution must be intuitive and designed for ease of use for **external** users.
BR QA2.4d	The Software Solution must be designed to be managed through a web browser running on any type of platform (PC, Mac, or Linux). It must work

	seamlessly with modern browsers such as Google Chrome, Mozilla Firefox, Edge, MS Edge, and Apple Safari.

SECTION 3: TECHNICAL REQUIREMENTS

This section focuses on the technical specifications necessary for the successful implementation of the Software Solutionplatform in accordance with both European and National requirements. It details the technical architecture, system integrations, performance benchmarks, security standards, and any other critical technical functionalities required.

TECHNICAL REQUIREMENTS

The Software Solution is the Irish implementation for the European Maritime Single Window environment (EMSWe). Each Maritime National Single Window (MNSW) is a nationally established and operated technical platform for receiving, exchanging, and forwarding electronically information to fulfil maritime reporting obligations.

The successful Tenderer will be required to deliver the Software Solution as highlighted in Figure 2 Software Solution and System Interfaces, in the shadowed green box. The successful Tenderers solution must also support all integrations with external systems. The components in blue colour are developed under the responsibility of the European Commission or the European Maritime Safety Agency (EMSA). There are several system-to-system interfaces to National Authorities who will participate in receiving and responding to data processed via the Software Solution.

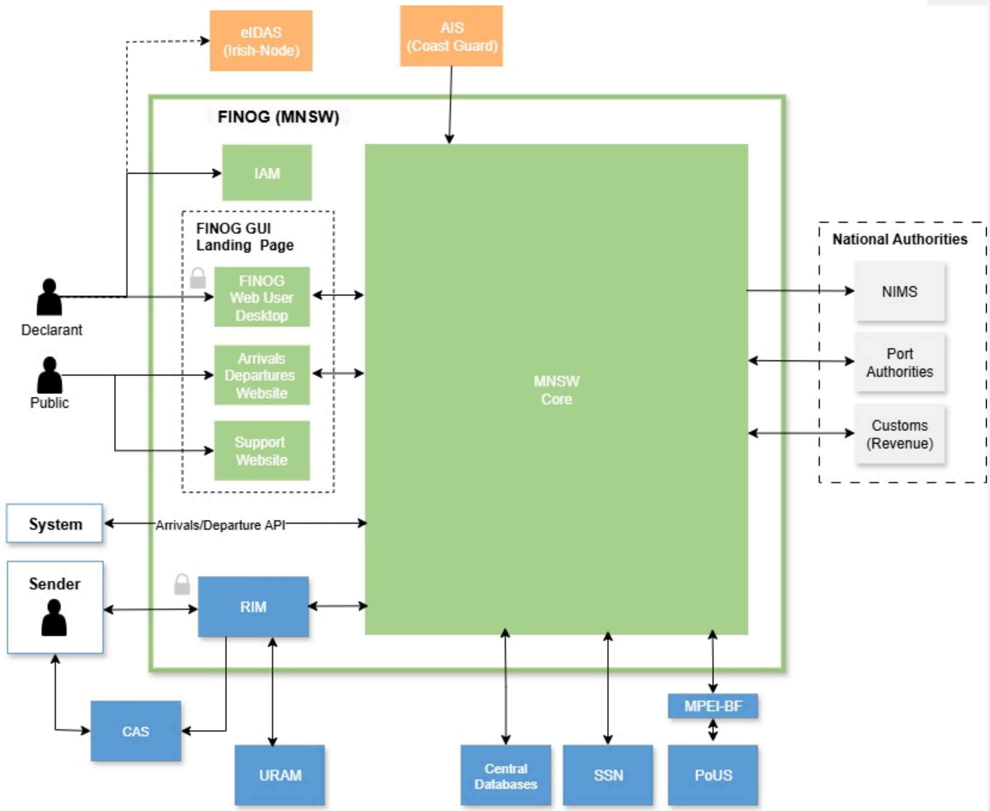


Figure 2 Software Solution and System Interfaces

The Software Solution will sit within the wider EMSWe architecture. For a more detailed overview and description of the EMSWe architecture, please refer to the EMSWe Functional Architecture. (See LI1)

Throughout this document there are references to supporting documentation/specifications such as that provided by the EMSWe and other European agencies. The successful Tenderer **must** track and utilise the latest supporting documentation/specifications when it comes to implementation.

Outlined below are the components that make up the Software Solution and the associated technical requirements that are required to deliver the solution.

ONLINE EUROPEAN DOCUMENTATION

Note: Tenderers are expected to reference external EU documentation throughout this document, which gives a detailed breakdown and implementation guidance on the various components. This will assist tenderers understanding the scope of work needed to be carried out during the build and implementation. The steps for accessing European Documentation referenced throughout this document may be found here (See LI2).

3.1 AZURE HOSTING

The proposed solution will be hosted in the DoT managed Azure Cloud. The Tenderer will design a solution that conforms to the Contracting Authority's requirements and architecture design principals. The Tenderer will work with the Contracting Authority, its cloud infrastructure and security service partners to plan and implement their solution into the DoT Managed Azure landing zone.

The DoT Managed Azure landing zone design follows the Microsoft best practices covered in the Azure Cloud Adoption Framework documentation. The Azure Landing Zone provides a secure, governed, and scalable landing areas for the current and future workloads. The design manages and controls the resources and RBAC assigned to the Azure subscriptions placed in the Management group structure. This is achieved by assigning RBAC and Azure Policies to hierarchical Management groups which inherited these assignments from the parent group.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4B - Azure Hosting)
TR QA 3.1a	**Disaster Recovery and Configuration Drift Mitigation** Tenderers must describe how the proposed solution design will mitigate the risk of configuration drift in the Standby or Disaster Recovery (DR) environment hosted in the Azure Northern Europe region. Explain how the solution will provide assurance that a full regional failover can be executed with confidence, while meeting the defined Recovery Time Objective (RTO), Recovery Point Objective (RPO), and service uptime requirements. Additionally, describe how the DR solution could be adapted to operate in an active/hot standby configuration between regions, and how a full regional failover could be achieved in under 20 minutes using automation.
TR QA 3.1b	**Hybrid CI/CD Pipeline and Secure Container Management** DoT intends to use this project to establish a hybrid CI/CD pipeline model. The DoT Cloud DevOps team currently manages infrastructure and platforms using Terraform and Azure DevOps Pipelines but does not yet manage containerised workloads. The Tenderer must propose a hybrid pipeline management approach that provides the necessary autonomy for the application team to automate the build, test, and deployment of new releases, hotfixes, patches, and upgrades across all environments. The approach must adhere to the security principle of least privilege. Describe the security controls you would implement in the container image build pipeline, including how you would address zero-day vulnerabilities and maintain

	a secure container ecosystem. Also describe your proposed approach to delivery and ongoing support.
TR QA 3.1c	**Project Delivery and Architecture Governance.** Tenderers must provide a detailed project plan that includes work packages, dependencies (including third-party resources), and time estimates for all phases of the project lifecycle. The plan must include performance testing, load testing, security design review, security audit of the delivered solution, penetration testing, operational acceptance testing (OAT), and simulation of component failures and regional failover scenarios. The plan should demonstrate strong architectural governance, technical leadership, and effective resource and workstream management.
TR QA 3.1d	**Backup and Recovery Strategy** Tenderers must describe their proposed backup and recovery strategy for the application and all persistent configuration and business data. The strategy must address recovery from catastrophic failure scenarios and demonstrate how the solution meets the defined RTO and RPO requirements.
TR QA 3.1e	Describe the proximity of: • availability above 99.8% that can be achieved, measured over a rolling 12-month period, excluding agreed maintenance windows: • the Recovery Time Objective (RTO) below 4 hours. • the Recovery Point Objective (RPO) below 2 hours for the backup and recovery solution.

3.2 EUROPEAN AND NATIONAL REQUIREMENTS

There are National requirements and customisations that will also need to be built in and supported to the Software Solution, as well as the legal European requirements and guidelines. The Software Solution is not required to interact directly with other members states' MNSWs. However, it will be required to interface with some common EU databases and components, and report into SafeSeaNet (SSN) (See LI3).

At a high level, **Figure 2 Software Solution and System Interfaces** outlines the overview of the Software Solution and breaks the components into European and National categories, defining what is governed/provided by the EU and what will be custom built from Ireland as a member state. This diagram and its sections/components are further explained and detailed later in this document. This section will provide a brief introduction and definitions, so a general understanding can be gathered by tenderers to provide context on the make-up of the system.

European Components

This section will look at the European components individually and set the requirements for each. It is imperative that all European components are compliant with the corresponding legislation and technical guides as specified in the competition documents.

RIM - Reporting Interface Module

The RIM is the middleware component of the maritime National Single Window through which information can be exchanged between the information system used by the declarant and the relevant maritime National Single Window

The RIM is developed by and maintained by the European Commission. The RIM has been implemented to comply with the functional and technical specifications as described in Implementing Regulation (EU) 2023/2790 (See LI4).

Each Member State will be responsible for hosting, configuring, and administrating their own RIM installation. A RIM installation will be configured and hosted within the Software Solution. Refer to RIM Documentation (See LI5) for supporting documentation on hosting options and configuration.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.1a	The Tenderer must outline for their proposed solution, how the RIM will be hosted and configured within the Software Solution.

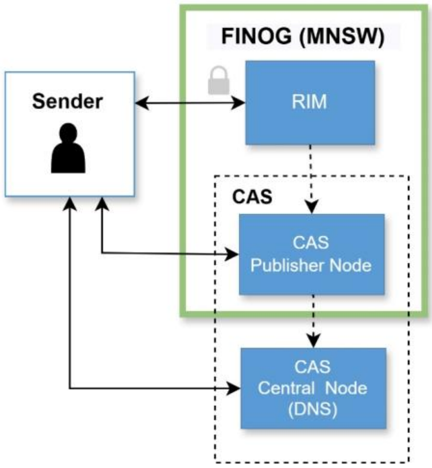
URAM - User Registry and Access Management

The URAM provides the authentication needs for System to System (S2S) communications with RIM interactions. The URAM complies with the functional and technical specifications as described in Implementing Regulation (EU) 2023/2790 (See LI4).

The URAM will be developed, maintained, and hosted by EMSA. Refer to the URAM Documentation (See LI6) for further technical details on usage and integration.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.2a	Tenderers must explain and outline how the proposed solution will integrate with the URAM.

CAS - Common Addressing Service



The Common Addressing Service (CAS) is a component of the European Maritime Single Window environment (EMSWe), that the European Commission will develop in close cooperation with the Member States to meet the requirements as set out in Article 13 of Regulation 2019/1239 (LI19).

The CAS will provide a dynamic discovery service for Senders to use DNS lookups to find the appropriate recipient information (Member State RIM information) in the network. The usage of this service is voluntary for the Sender. A static configuration of the RIM technical address may be still used as alternative for the Sender.

The CAS is made up of and Central Address Lookup up node and a network of Publisher nodes. The Central node is operated by the European Commission and facilitates address resolution via the decentralised and redundant DNS service. The central node does not store the addresses of the recipients (Member State's RIM) in the network - it stores the information about the distributed Publisher node's location.

Each Member State will be responsible for hosting, configuring, and administrating their own Publisher node. The European Commission provides an eDelivery Service Metadata Publisher (SMP) installation for Member States to deploy as the Publisher Node. The Software Solution Publisher Node (SMP) integrated with the working EMSA Central node must support a dynamic discovery service for Senders to locate the Software Solution RIM connection information. Implementation of the Reverse Lookup where the RIM lookups the sender address is optional.

Refer to EMSA CAS Documentation (See LI7) for support, guidelines, and detailed technical and functional specifications.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.3a	The Tenderer must outline how the SMP will be hosted and configured within the Software Solution.
TR QA 3.2.3b	The SMP has support for monitoring and logging. The Software Solution must track and monitor the SMP operations. Please describe how the proposed solution will achieve this requirement.
TR QA 3.2.3c	In relation to testing of the SMP, please describe the proposed approach.

Central Databases

There are three databases that are EMSA centrally managed: The EMSWe Ship Database (ESD), The Common Location Database (CLD), and the Common Hazmat Database (CHD). The Data in all the 3 Databases is used to support the processing of the formalities within each member state's MNSW. These central databases will be hosted and maintained by EMSA.

The three databases will need to be replicated within the Software Solution, and the underlying data kept in synchronisation with the equivalent centrally managed databases. See **EMSWe Database System Interface Guide** (See LI8) for how the national platforms should access and synchronise this data.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.4a	Tenderers must provide a technical overview of how the three databases will be replicated within the Software Solution and how the underlying data will be kept in synchronisation with the equivalent centrally managed databases.

European Integrations and Interfaces

SafeSeaNet (SSN)

SafeSeaNet (SSN) (See LI3) is a European Union maritime information exchange system developed by the Commission to ensure the implementation of Community legislation. Its primary purpose is to enhance maritime safety, security, and environmental protection by enabling the efficient sharing of vessel traffic information among EU member states, relevant authorities, and EMSA. SSN serves as the central platform for reporting mandatory ship information, including arrival notifications, dangerous goods declarations, incident reports, and vessel traffic monitoring data.

All EU coastal states, including Ireland are mandated to connect their national maritime information systems to SSN to ensure a harmonised and secure exchange of maritime data across the EU network. For more details on SSN please refer to EMSA SSN (See LI3).

Any relevant data elements of the EMSWe data set received in accordance with this Regulation shall be made available to other MNSWs via SSN. SSN is hosted and maintained by EMSA. Refer to SSN XML Messaging Reference guide (See LI17) for more technical details on the SSN messaging system.

European Commission will provide documentation on the data mappings for the EMSWe MIG with the SSN XML Messaging Reference Guide. We have included what has been provided from the Commission at the time of writing to provide further understanding to tenderers.

For details about what formalities will be sent to SSN, please reference the **Business Requirements**, specifically the attached **Formality Matrix Guide**.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.5a	Tenderers must provide details on how message failure to SSN is managed in the proposed solution, including how retry and replay of messages are supported.

Proof of Union Status (PoUS)

The Proof of Union Status (PoUS) (See LI11) system is a trans-European electronic system designed to prove the customs status of goods within the European Union. It replaces the traditional paper-based procedures with electronic documentation, ensuring a standardised exchange of administrative information between economic operators and customs authorities. The Software Solution will have a direct connection to the European PoUS system, sending 5 formalities to the system and accommodating responses backwards to the declarant via a System-to-System method.

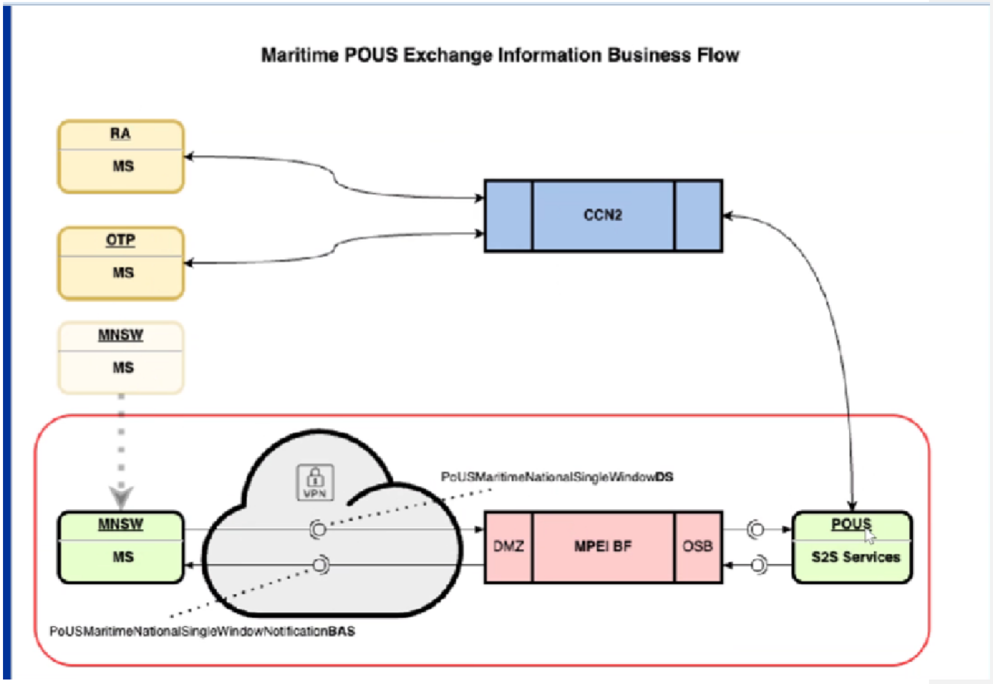
The Software Solution will be required to map the incoming PoUS related formalities (MIG format) to their equivalent PoUS (TAXUD format) message types and submit the PoUS TAXUD messages directly to the Central PoUS application. Information and a **draft version** of these mapping files have been included in **Appendix 9** provided by the commission as of the time of writing, to provide tenderers guidance. The Central PoUS application will send back responses synchronously to the Software Solution in the TAXUD format. The Software Solution will in turn map the responses back to the calling Sender Systems, again by ways of a mapping exercise. In the PoUS project documents, the commission has described and outlined all the messages exchanged (and their responses) between central PoUS and MNSW. The PoUS response messages will then be encapsulated in a MIG response message back to the declarant.

Please refer to Proof of Union Status (PoUS) (See LI11) for supporting PoUS documentation from the commission as of the time of writing. The PoUS documentation keeps evolving and is subject to change. The successful Tenderer will be required to ensure they are working on the updated versions of the PoUS documentation when delivering the project, as agreed with by the Contracting Authority.

As part of this evolving documentation and technology, the commission are currently in the process of changing the protocol type for messages from **CCN2** to **SPEED2.** This would allow MNSW to directly connect with central PoUS system via a kind of “VPN over Internet,” resulting in a much simpler - yet effective and secure - architecture. The commission are currently updating their PoUS documentation to reflect these changes, however the general concepts and requirements for the Software Solution and its connection to the PoUS should remain very similar. **SPEED2,** or Secure Data Exchange Platform for European Customs, is a system to facilitate the exchange of customs information between the EU and other countries.

An additional change currently being implemented by the commission as part of this upgrade is the Introduction of **MPEI BF.** Maritime-PoUS Exchange Information (MPEI) is the name of the Business Flow (BF) that the commission will implement going forward. After each member state develops its own MNSW, it will be required to integrate with central PoUS over the internet and through MPEI BF. By submitting and receiving the relevant customs messages, MPEI BF will serve as a middleware application that facilitates system-to-system interconnection between a national-level Maritime (non-Customs) portal and the Central PoUS application. All necessary services of the PoUS central system will be exposed via the MPEI Business Flow to the MNSW System. The MPEI BF is hosted over SPEED2 Platform which acts as an application server and security perimeter.

The following diagram is taken from the Commission latest communication to provide further context and guidance on the MPEI BF.



The Commission will expose a single web service for MNSW, and this web service will be exposed by MPEI BF. MNSW will be required to and must invoke that service.

The Central PoUS application sends notifications/requests over to the Member State over the PoUS MNSW Notification BAS service when an Endorsement Request or Amendment Request or Presentation Notification is initiated by MNSW system. These notifications/requests are delivered directly to the MNSW system.

Regarding attachments in PoUS, From the point of view of the MNSW, attachments to PoUS formalities (CGM, PPA, SDA, SDD and CAR) are referenced using DE-003-04 (Attachment identifier), which is the identification number of the file assigned by the PoUS Central Registry. The file is not actually attached to the EMSWe formality message but must be registered beforehand in the PoUS Central Registry. This will be done using the following service operations which get exposed to MNSW systems:

- **PoUSCentralRepositoryDS/Store National File:** store an attachment file in the Central PoUS BO System. This operation will return a binary file identification number that will be used in the EMSWe formality message.

The above service operation will have to be called for each file attachment to be included in the EMSWe formality message. If a file attachment must be retrieved by the MNSW the following service operations are exposed to MNSW systems:

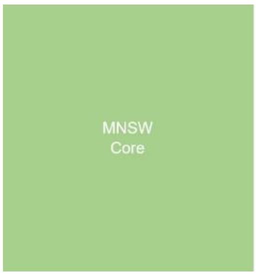
- **PoUSRequestDS/RetrieveEndorsementDocumentFileCGM:** (with the binary file identification number and the LRN + Trader Identification as input - for endorsement requests related file attachments).

- **PoUSCentralRepositoryDS/RetrieveProofNationalDocumentFile:** (with the binary file identification number and the MRN as input - for proof related file attachments).

The integration between the Software Solution and PoUS supports better policymaking, operational planning, and compliance monitoring across maritime and transport sectors.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.6a	Tenderers must describe their proposed approach to enabling the integration of Proof of Union Status (PoUS) processes with the Software Solution. Responses should demonstrate how the proposed solution will support the secure, efficient, and compliant exchange of customs-related data, through the Single Window. Please outline how the proposed solution will ensure compliance with EU regulations and assist the Software Solution in achieving this integration successfully.

National Components (Software Solution - MNSW)



The MNSW Core is the technical orchestration system for managing the processing of formalities as set down in **Business Requirements**. It is the technical component with which the reporting interface module is integrated.

MNSW Core Technical Requirements

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.7a	The Contracting Authority’s preference is to have a cloud agnostic solution and avoid cloud vender lock-in. Tenderers must outline how this will be achieved in their proposed solution or if indeed they wish to quantify aspects of their solution that are not cloud agnostic and will offer the department a significantly enhanced solution.
TR QA 3.2.7b	The Contracting Authority’s preference is to have an API gateway approach for clients to access backend microservices, ensuring secure and efficient communication between components. Tenderers must outline how this will be achieved in their proposed solution or if indeed they wish to propose an alternative approach which may be a better fit.
TR QA 3.2.7c	Describe the approach to caching or an alternative approach, indicating how it will be implemented and how data integrity will be maintained
TR QA 3.2.7d	A secure container orchestration platform should be used to manage and scale containerised applications. The proposed container orchestration platform must be agreed with the Contracting Authority. Tenderers must outline the proposed containerised tools they envisage being used in the solution.
TR QA 3.2.7e	Relational databases in proposed solution should have Commercial support, opensource, ACID (Atomicity, consistency, isolation, durability) compliant, query optimised, support complex types, ensure data integrity, reliable, have built in security features and have ability to manage high volumes. The tenderers must detail the proposed database that is envisaged being used in the solution. The proposed database in the solution must be agreed with the Contracting Authority.
TR QA 3.2.7f	The solution should be designed to avoid single-point-of-failure type connections. Tenderers must highlight any single point of failure connections in their solution and outline any mitigation strategies to work around any failures.
TR QA 3.2.7g	Tenders must outline their approach to data modelling design for the database for the proposed solution.
TR QA 3.2.7h	Tenderers must outline how database change management is implemented, indicate how roll out and roll back database changes are tracked. Specify any frameworks/libraries used.
TR QA 3.2.7i	Tenderers must outline how their solution could be moved from one cloud server provider to another, highlighting any impediments to the move.

Platform Software Architecture

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.8a	Tenderers must provide a software architecture container diagram (https://c4model.com/diagrams/container) of all the solution/technical elements that make up the proposed solution, including lines of communication indicating if synchronous or asynchronous and integrations with third-party solutions/services. (See LI12)
TR QA 3.2.8b	Using the table below Tenderers must provide a description of each container component or third-party solution/service referenced in the architecture container diagram.

Container Component	Description	Custom Component	Technology
	- *Web application, API application, database, functional component.* - *If API is exposed, is API Restful/Webservice?* - *How deployed e.g. as micro service* - *Accessed by*	Yes ☐/ No☐	*Framework. Code language, Application*

TR QA 3.2.8c	Tenderers must outline Owner and Licence details for each container component outlined in architecture container. • Any proprietary components of the solution that remain the IP of the tenderer or a third-party company must be clearly identified. The licence and costs under which those elements can be used by the Contracting Authority must be clearly identified in the Pricing Schedule. The costs will be evaluated as part of the Pricing Schedule. (Appendix 1)

Container Component	Owner	Licence Type	Free to Use	Commercial Use Allowed	Cost	Restric

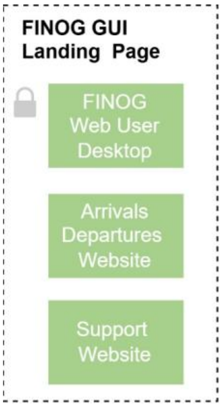
Monitoring and Management System

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.9a	This technical monitoring and management system should: • Show the health of the platform and its components. • Show health of 3rd party interfaces. • Real-time analytics and performance of the platform • analytics related to messages processing through the platform. • Highlight failures. • Highlight warnings. Tenderers should outline their monitoring and management solution.
TR QA 3.2.9b	The monitoring system must be proactive in issue detection, providing early detection and awareness. Tenderers must describe how their monitoring solution is proactive in detecting and reporting issues.
TR QA 3.2.9c	Any proprietary tools used as part of the Monitoring and Management System that remain the IP of the Tenderer or a third-party company must be clearly identified by tenderers. The licence and costs under which those elements can be used by the Contracting Authority must be clearly identified in the Pricing Schedule. The costs will be evaluated as part of the Pricing Schedule. (Appendix 1)

Auditing

Ref	**QUALITATIVE ASSESSMENT (QA)** **(Award Criterion #4A - European and National Requirements for the Software Solution)**
TR QA 3.2.10a	Please describe how the proposed solution will keep an audit record of all system configuration changes made, by whom, when and of what. Including how the: • Audit trail functionality will track the full history of application user activity such as additions, updates, and deletions. • Auditing will be applied at a granular level to all data changes. • Audit trail records will be encrypted. • Audit trail records will only be made accessible and easily viewable to authorised administrators. • Solution will not permit modifications of audit records. • Solution will have an advanced audit trail view with sorting, search, and filtering capabilities.

Software Solution - Graphical User Interface (GUI)



The Software Solution's Graphical User Interface (GUI) will provide a Landing Page. The Landing Page which will be publicly available and will contain information about the maritime National Single Window. The landing page will contain links to:

- Publicly available online arrivals and departures website
- Publicly available online support website
- Login section for user to authenticate and gain access to the Software Solution's Web User Desktop.

Ref	**QUALITATIVE ASSESSMENT (QA)** **(Award Criterion #4A - European and National Requirements for the Software Solution)**
TR QA 3.2.11a	Please describe how the proposed Software Solution’s UI will ensure that: • It adheres to the technical specifications, standards and procedures as set down by Regulation (EU) 2023/204 (Annexes 1-7) (See LI9). • The internet addresses will follow the uniform format as per Annex IV of Regulation (EU) 2023/204 LI9. • Declarants (users) choose between authenticating themselves using eIDAS or the Software Solution’s Identity Provider sign in. • It securely runs on modern browsers. • All connectivity to the Software Solution’s GUI will use SSL. • It will be responsive. • After a configurable time interval, it will display an activity indictor to indicate to the user that there is some delay with processing their actions. • The screen will not lock up indefinitely if the back-end services fail to respond within a configurable amount of time. • A configurable GUI error page will be displayed for error situations. • The minimum screen response time will not exceed the Maximum screen loading time over normal bandwidth.

Software Solution - Web User Desktop

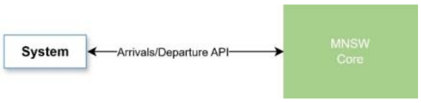
FINOG
Web User
Desktop

A web interface for two-way web-based user-to-system data submission to the Software Solution, allowing declarants with secure access to enter data manually by means of harmonised digital spreadsheets and functions that enable reporting data elements to be extracted from those spreadsheets, as well as including common functionalities and features that ensure common navigation flow and data upload experience for the declarants.

Ref	**QUALITATIVE ASSESSMENT (QA)** **(Award Criterion #4A - European and National Requirements for the Software Solution)**
TR QA 3.2.12a	Please describe how the proposed solution will adhere to the common functionalities of the graphical user interface and the content of the harmonised digital spreadsheet templates as set out in Annex I of Regulation (EU) 2023/204

	(See LI9). And how any system/technical related issues regarding the upload of digital spreadsheets from declarants will be troubleshooted by the successful Tenderers.

Arrivals Departures Website



The Software Solution will make the estimated and actual arrival and departure times of ships publicly available in a website accessible via the Landing Page of the Software Solution's GUI. The estimated and actual arrival and departure times of ships must also be made available via a system-to-system interface.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.13a	Please describe how the proposed solution will adhere to the technical specifications for making arrival and departure times available as set out in Annex II of Regulation (EU) 2023/204 (See LI9).

Support Website

An online support website for the maritime National Single Window must be provided, accessible via the Landing Page of the Software Solution's GUI.

Ref	QUALITATIVE ASSESSMENT (QA)

	(Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.14a	Please describe how the proposed solution will adhere to the technical specifications for harmonised structure for the support website as set out in Annex III of Regulation (EU) 2023/204 (See LI9).

Identity and Access Management - IAM

The IAM will provide Identity management and Access management. It will ensure that only authorised individuals and systems can access the Software Solution's applications and sensitive data. It will provide protection from unauthorised access and potential security breaches.

A national specific IAM implementation will need to be delivered as part of the Software Solution and provide:

Authentication:
Verifying the digital identity of users, devices, or applications attempting to access resources.

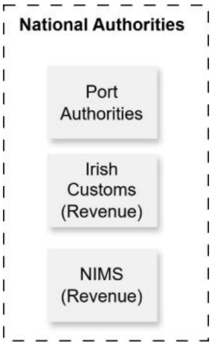
Authorisation:
Determining what resources, a user is permitted to access based on their identity and role.

User Management:
Creating, managing, and deleting user accounts and their associated permissions.

Auditability:
Centralised logging and access control support compliance with GDPR, ISO 27001, and national cybersecurity standards

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.15a	Tenderers must outline their proposed IAM solution.

National Interfaces



It is envisaged that the interfaces with all National Authority systems will be over secure https channels. It is also expected that there will be no mapping exercise to convert the formality messages into a message format for the target National Authority systems.

There are a select number of formalities where the National Authority will be the **process owner** and as such will be expected to provide a response to the Declarant. Refer to MIG-P16 (See LI15) for reference to the response types and the formalities that have a category of response as Process. The responses to these formalities can be asynchronous in nature and as such the Software Solution must support secure inbound endpoints for the National Authority systems to send their responses. The National Authority responses are processed and reported via the Software Solution to the Declarant.

There are several formalities that are sent to National Authorities that are informational in nature where the authority is not the process owner and as such there is no bearing on the response to the Declarant. For further information around this please reference **2.3.3.3.3 - Notifications Engine** in the **Business Requirements.**

Ref	**QUALITATIVE ASSESSMENT (QA)** **(Award Criterion #4A - European and National Requirements for the Software Solution)**
TR QA 3.2.16a	Please describe how the proposed solution will ensure: • Secure inbound endpoints to accommodate asynchronous responses from National Authorities to the submissions of formalities by declarants. • Any failure in message processing with other National Authority system does not result in any data loss. • Any failure in message processing is clearly logged with detailed reporting on the issue resulting in the failure. • Any failure in message processing is alerted and reported in the Software Solution monitoring. • A way to easily view and manage messages that have failed or that are in flight, for system users that have the appropriate admin permissions.

	• For formality messages sent to the National Authorities who are the process owner: • Configurable automatic retry logic for replaying messages that fail due to technical connection issues. • Formality messages sent to the National Authorities who are the process owner that failed message processing is reported back to the Declarant with the appropriate response as per the MIG (See Business Requirements). • There are no delays with processing a process owner formality message because of delays introduced by the processing the equivalent informational messages to National Authorities. • Failure with processing of the informational message to National Authorities does not result in the equivalent process owner formality message failing to process. • Failure with processing of the informational message to National Authorities does not hold up the processing of messages to other systems. • Automatic replaying of any failed informational messages to National Authorities for a configurable limited number of times. • Any failed National Authorities informational messages that have exhausted their automatic replay limit are available for manual processing. • Easy manual replaying of any failed informational messages to National Authorities. • Easy manual removing of any failed National Authorities informational messages for users with the appropriate admin permissions. • A full audit of all manually removed messages: by who, when and of what.
TR QA 3.2.16b	Please describe how the solution will ensure that adding, securing, and managing integration endpoints is easily configurable.

National Authority Interfaces

The national authorities listed below will interface with the Software Solution through system-to-system communication, both for the submission of formalities and the receipt of responses. In addition to the other stakeholders for the Software Solution, the authorities listed below will also be required to collect some formalities through the Software Solution's GUI for informational purposes only, this will be managed by the notifications and rules engine, as covered in the **Business Requirements**. The requirements below cover the system-to-system integrations only.

Irish Port Authorities

Please refer to the **Business Requirements** for details on the Port Authority related formalities that are supported by the Software Solution and for information around clearances and on boarding the different ports into the Software Solution. These are formalities where the Port Authority is the process owner. The Port Authority will be expected to respond to the Declarant of these formalities via the Software Solution.

The successful Tenderer will be expected to engage with Irish Port Authorities to agree the technical details on the integrations between the Software Solution and each of the Port Authorities. There are currently **six** port authorities in Ireland that use a Port Management Information System (PMIS) and may integrate with the Software Solution going forward.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.17a	Please describe how the proposed solution will support the secure interchange of the formalities between Declarants and Irish Port Authorities including how it will handle responses from port authorities both in synchronous and asynchronous modes.

Irish Customs (Irish Revenue)

Please refer to the **Business Requirements** for details on the Customs related formalities that are supported by the Software Solution. There are formalities where Irish Customs is the process owner. The Irish Customs will be expected to respond to the Declarant of these formalities via the Software Solution.

Irish Customs will also receive formalities related that are informational in nature of which there is no responsibility for Customs to respond to the Declarant.

The Irish Customs are managed via the Irish Revenue who are responsible for the technical integration with Irish Customs systems. The successful Tenderer will be expected to engage with Irish Revenue to agree the technical details on the integrations between the Software Solution and Irish Customs/Revenue systems.

Responses from Customs will be synchronous - acknowledging they received the formality. Customs will then send an **asynchronous** response with the appropriate response or validation errors.

There are technical differences as to how the management of the Customs specific formalities are processed versus the informational arrival/departure formalities. These technical differences are set out in the requirements below.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.18a	Please describe how the proposed solution will support the secure interchange of the formalities between Declarants and Irish Customs (Irish Revenue) including how it will handle responses from Irish Customs (Irish Revenue) to declarants via the Software Solution, both in synchronous and asynchronous modes.

NIMS (Irish Revenue)

Please refer to the **Business Requirements** for details on the formalities that the Software Solution will be expected to send to NIMS and requirements around the interface. These formalities being sent are informational in nature and as such NIMS will not need to respond to the Declarant.

The NIMS system integration will be managed by the Irish Revenue. The successful Tenderer will be expected to engage with Irish Revenue to agree the technical details on the integrations between the Software Solution and NIMS/Revenue systems.

eIDAS - (Electronic Identification, Authentication, and trust Services)

The EMSWe User Registry and access management system should ensure that Declarants who operate in various MNSWs can authenticate themselves using a single registration with EU level recognition. Such registration should be done through the existing EU eIDAS registry with federated user management. The eIDAS solution (See LI13) allows citizens from Member States to authenticate and verify their identity when accessing on-line services in other Member States.

The OGCIO (Office of the Government Chief Information Officer) are the government department for implementing the Irish eIDAS node which integrates with the wider eIDAS solution. Integration to the Irish eIDAS node for authentication can be achieved using the OpenID Connect protocol, for further details refer to OGCIO Demo - OpenID Connect (See LI14).

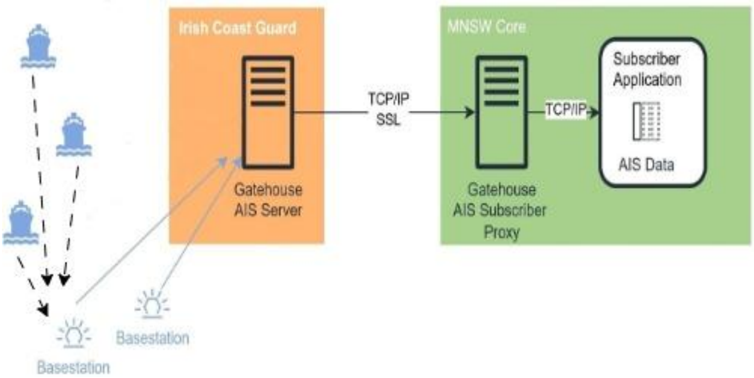
The personal information returned is limited and does not include an Economic Operators Registration and Identification (EORI) number which links the person/Declarant to the organisation for which they are operating on behalf of.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.19a	Pease describes how the proposed solution will support user Authentication via the eIDAS system using the Irish eIDAS node.

Automatic identification system (AIS)

AIS is a maritime broadcast system, based on the transmission of very high frequency radio signals. Ships send reports with ship identification, position, and course details. In the Software Solution the AIS positioning data for ships will used to automatically generate the Actual time of Arrival (ATA) and Actual time of Departure (ATD) formalities (refer to MIG (See LI15)).

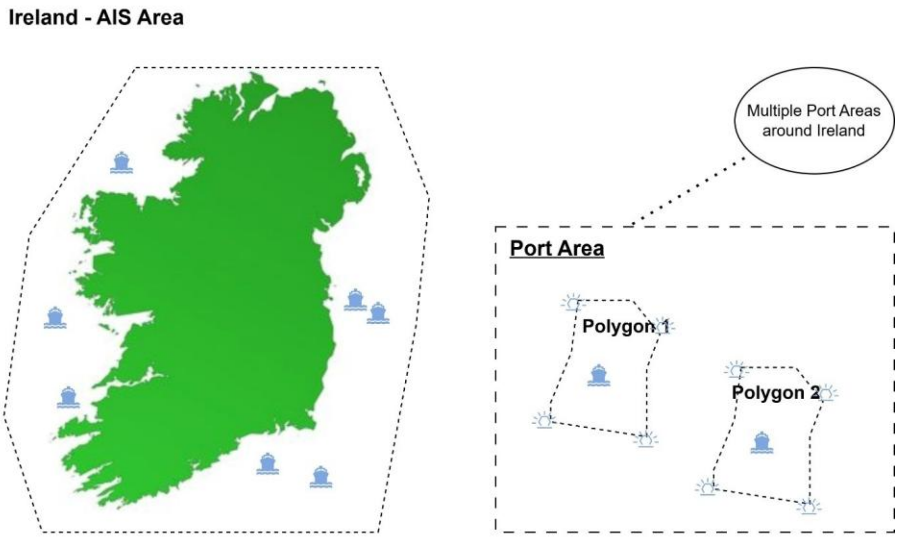
The Irish Coast Guard currently collects the broadcasted ship AIS data. The Software Solution will need to integrate with the Coast Guard AIS system to receive the AIS data for vessels. Please refer to Gatehouse AIS Guide (See LI16) for details on installing and configuring the AIS Subscriber Proxy to receive AIS data. The AIS data will need to be processed in real time to track the vessel movements and to determine if ATA/ATD formalities need to be generated.



Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.20a	Please describe how the proposed solution will track and report on the health of Coast Guard AIS integration.

ATA and ATD Capture

In the Software Solution to reduce the burden on the stakeholders and ensure greater compliance, AIS data will be used to assist with the automatic submission of ATA and ATD formalities. This is in line with the approach taken in the existing SSI platform.



Geo positional locations are configured to define the Irish coastal area and each of the port areas in Ireland. There are a set of polygons in place at the ports which are used to track vessels as they approach the port facilities. These polygons assist with determining if a vessel is arriving or departing a port facility. There can be multiple polygons in the same Port, each representing a single port facility. If the vessel is deemed to be arriving in a port facility an ATA formality is automatically generated and submitted on behalf of the Declarant. If the vessel is deemed to be departing from a port facility an ATD formality is generated and submitted for on behalf of the Declarant. In the situation where the automated capture of the ATA and ATD fails the Declarants will be able to manually submit their ATA an ATDs.

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4A - European and National Requirements for the Software Solution)
TR QA 3.2.21a	Please describe how the proposed solution will provide for: • The automatic generation and submission of ATA formalities for vessels as per the ATA Capture process outlined below. • The automatic generation and submission of ATD formalities for vessels as per the ATD Capture process outlined below.

	• Declarants to manually submit their ATA an ATDs when automated capture of the ATA and ATD fails.

ATA Capture

Vessels will be tracked as they enter Irish waters and subsequently as they enter the port areas. Once the vessels arrive in a port area their movement will be tracked to determine if the vessel is arriving into a port facility:

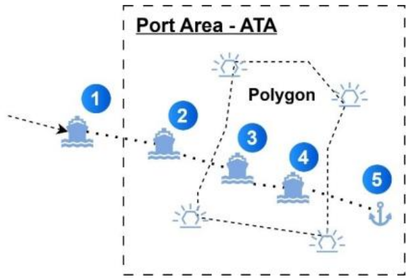


Figure 2 Capture ATA

1. The ship enters Irish waters, using the ships AIS data the ship is determined to be inside the AIS capture area for Ireland.
2. The ship enters Irish Port Area, using the ships AIS data the ship is determined to be inside the Port Area.
3. The ship enters Polygon, using the ships AIS data the ship is determined to be inside the given Polygon. At this stage, the ATA is not auto generated.
4. The ship continues in the Polygon area, using the ships AIS data the ship is determined to be moving through the Polygon. The ATA is generated if the following arrival condition is met:

   If = “in polygon” and (AIS Speed over ground < 1 Knot or AIS Navigational status change) and ETA is within 1 day of triggering event time, then capture ATA.

   This step is repeated for each AIS signal detected in the polygon until the arrival condition is met.
5. The Ship has anchored in the Port.

ATD Capture

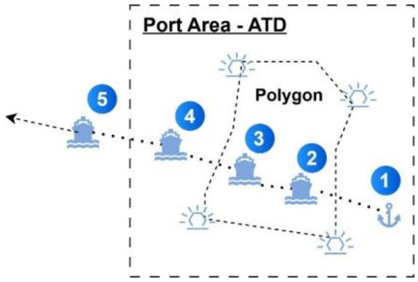


Figure 3 Capture ATD

1. The ship departs and is no longer anchored.
2. The Ship enters Polygon using the ships AIS data the ship is determined to be inside the given Polygon. At this stage, the ATD is not auto generated.
3. The ship continues in the Polygon area, using the ships AIS data the ship is determined to be still moving through the Polygon. The ATD is generated if the following stopping condition is met:

   If has ATA and (AIS Speed over ground =>1 Knot or AIS Navigational status change) and ETD is within 1 day of triggering event time, then capture ATD.

   This step is repeated for each AIS signal detected in polygon until the stopping condition is met.
4. The ship continues to exit the Irish Port Area.
5. The ship leaves Irish waters.

3.3 SOFTWARE DELIVERY

(Award Criterion # 4C)

The platform solution must be configured/customised to meet the full requirements for the Software Solution. All such configuration and customisation must be delivered within a clearly defined Software Delivery Lifecycle (SDLC) that is agreed with the Contracting Authority and can be aligned with the change and release management procedures within the Contracting Authority, see **Error! Reference source not found.** below for a high-level overview of the Contracting Authority's release management process.

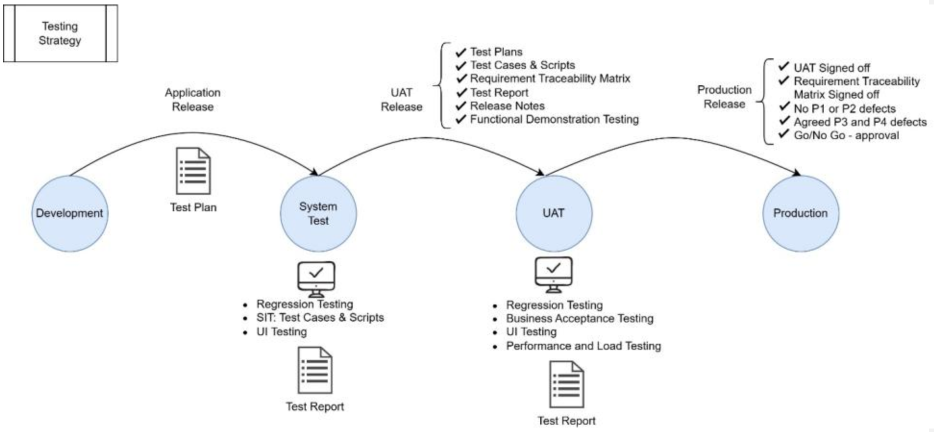


Figure 3 Contracting Authority Release Management Process

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4C - Software Delivery)
TR QA 3.3a	Tenderers must provide a detailed description of their proposed SDLC methodology and associated processes.

System Test Release

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4C - Software Delivery)
TR QA 3.3.1a	Please describe the proposed solutions approach to System Test Release Test Plans including: • Cadence within the SDLC. • Contents of each Test plan. • Integration with Requirements Traceability Matrix. • P1 and P2 vulnerabilities. Approach to coding standards, security vulnerability checks, unit tests, coverage rate, integration tests, regression tests, and the code peer review process.

UAT Release

Ref	**QUALITATIVE ASSESSMENT (QA)** **(Award Criterion #4C - Software Delivery)**

TR QA 3.3.2a	Please describe the proposed solutions approach to UAT Test release including:
	• UAT environment preparation
	• Production like data in terms of obfuscation and complying with the requirements of GDPR.
	• Completing Documentation such as:
	  o Test Plans.
	  o Test Cases.
	  o Test Scripts.
	  o Requirement Traceability Matrix.
	  o Test Report.
	  o Release Notes.
	• Completed Functional Demonstration Testing.
	• To signoff of The Requirement Traceability Matrix.
	• Resolution of All P1 Priority Defects.
	• Priority 2 Defects approval and workaround and resolution plans.
	• Priority 3 Defects approval and workaround and resolution plans.
	• UAT Release notes distribution.
	• Maintaining a Digital Risk Register.
	• Code Freeze.
	• Versioning with easy identification.
	• Approach to coding standards, security vulnerability checks, unit tests, coverage rate, integration tests, regression tests, and the code peer review process.

Production Release

Ref	**QUALITATIVE ASSESSMENT (QA)** **(Award Criterion #4C - Software Delivery)**
TR QA 3.3.3a	Please describe the proposed solutions approach to Production Test release including: • Production Environment preparation. • UAT sign off prerequisites. • Requirement Traceability Matrix Status prerequisites.

	• P3/ P4 Defect documentation and resolution. • Go/No Go" Meeting. Automated rollbacks to the previous state in cases of deployment failures, including rollback of database changes and any data updates. • High or critical security vulnerabilities and Digital Risk Register.

Change and Release Management

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4C - Software Delivery)
TR QA 3.3.4a	Tenderers must provide full details of their proposed Change and Release Management process.
TR QA 3.3.4b	Tenderers must provide full details of their proposed Hot Fix Release Management process.

Software Quality

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4C - Software Delivery)
TR QA 3.3.5a	Please describe the approach taken including frameworks used to ensure the proposed solution complies with the design documentation and business requirements.

Code Quality

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4C - Software Delivery)
TR QA 3.3.6a	Please describe the proposed solution's approach to code Quality including: • Following a clear structure and uniform naming convention capable of being systematically monitored using a separate or built-in checking application connected to the development tool. • Using uniform application development models (patterns) for validations, exception management, etc.

	• Guidelines for application development (application developer's manual or similar). • Static analysis of the source code using check-in policies. • Application-level logging and instrumentation that is well planned, implemented, and comprehensive. • Application logging of sensitive data. • Functional logs, Error logs, and audit logs. • Logging that is configurable according to various levels, sources, and targets. • Defect resolution. • Peer review of source code ensuring guidelines for application development have been adhered to. • Passing all security vulnerability checks, passing all unit tests, meeting test coverage rate, passing integration tests, passing regression tests and the code approved by peer review process.

Test Coverage

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4C - Software Delivery)
TR QA 3.3.7a	Please describe the testing methodology approach.
TR QA 3.3.7b	Tenderers must outline their approach to user interface testing. Any final approach will be agreed with by the Contracting Authority.
TR QA 3.3.7c	Describe the process of how data can be fully and irreversibly anonymised to prevent the use of any personally identifiable data.

Test Data Management

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4C - Software Delivery)
TR QA 3.3.8a	Describe the process of how data can be fully and irreversibly anonymised to prevent the use of any personally identifiable data.

TR QA 3.3.8b	Details on the approach to test data management must be provided by the Tenderer. If obfuscation of data is required, detail the approach/tools for data obfuscation.

3.4 DOCUMENTATION

As part of the Software Solution project delivery, the successful tenderer will be responsible for the creation, ongoing maintenance, and timely updating of a comprehensive suite of technical documentation. This documentation will be essential to support system implementation and maintenance.

Planning

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4D - Technical Documentation)
TR QA 3.4.1a	Please describe the approach to maintaining the Requirements Traceability Matrix (RTM).

Design

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4D - Technical Documentation)
TR QA 3.4.2a	Please describe the proposed solution's approach to providing documentation including the following: • System Architecture Diagram to visualises the system's structure, including components, integrations, and data flow. • Wireframes or UI/UX Prototypes that reflect the user interface design and user interactions. • Detailed specifications for software, systems, databases, and integrations. • Logical database plan for the selected database solution. • Disaster Recovery Plans. • Playbooks on Disaster Recovery procedures. • Data Backup and Restoration Plans. • API. • Security Technical Design Document that comprehensively addresses security aspects to ensure the system is robust and resilient against potential threats. Outlining security requirements, detailing security mechanisms, and describing how security principles are applied throughout the design.

Execution/Implementation

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4D - Technical Documentation)
TR QA 3.4.3a	Please provide a comprehensive description of the proposed solution's overall project testing strategy including samples of: • Test Plans • Test Cases (Manual) • Test Cases (Automatic) • Expected Manual versus Automatic Testing breakdown • Test Scripts • Test Reports • Release Notes

Monitoring and Control

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4D - Technical Documentation)
TR QA 3.4.4a	Please provide details of your proposed approach to reporting on Performance Metrics, KPIs, test results and benchmarks.
TR QA 3.4.4b	Status Reports must be provided regularly to give updates on progress, challenges, and next steps. The Tenderer must provide details on how they manage Status Reports as part of their project delivery.

Pre-Go-Live

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4D - Technical Documentation)
TR QA 3.4.5a	Please provide a comprehensive description of the proposed solution's operational manuals and the content of runbooks for operation and maintenance tasks.

Go-Live

Ref	QUALITATIVE ASSESSMENT (QA) (Award Criterion #4D - Technical Documentation)
TR QA 3.4.6a	Please provide a comprehensive list of documentation that will be provided by the proposed solution under the following headings: • Technical • User

	• Operational • Project Management • Hyper Care procedures

SECTION 4: THIRD PARTY RISK MANAGEMENT (TPRM) INFORMATION SECURITY REQUIREMENTS

A questionnaire entitled '**TPRM Information Security Requirements**' is provided as part of this competition designed to gather pertinent information about a vendor's security practices, operational resilience, compliance adherence, and overall risk management capabilities. The questionnaire has been developed in line with the Contracting Authority's ICT policies and procedures.

Appendix 1: Pricing Schedule

Applicants must describe the overall cost of their proposal to the Contracting Authority for **10 years** (including, but not limited to, development/build, implementation, licencing, post go-live support, and cost of Hypercare support per month). Refer to the Supporting Documents for the template to complete this. The costs associated with the Rate Card (Sheet labelled 'F') in Pricing Schedule (Appendix 1) included here for evaluation purposes.

Any Tenderer that has not achieved the required Minimum Marks for each of the qualitative award criteria will be eliminated without having their costs assessed and their proposed prices will not be considered for the purposes of calculating the Cost Score of the Tenderers who have achieved the Minimum Marks.

'Cost for 10 years' to the Contracting Authority relates only to tables 1 and 2 (From Sheet A - Summary Price) in the Pricing schedule document

The Tenderer should note that the Value from table 3 (Project Resources Cost Daily Rates) will be used in the evaluation phase ONLY as an indicative cost but will **NOT** be included in the cost of the Services contract.

A total of 1500 marks is allocated to '**Costs'** award criterion. It is divided into four sub-criteria with marks allocated as follows:

- **Build Implementation and Licencing** (including all resources, testing, implementation, project management/stakeholder engagement, and any licencing) (**850 Marks**)
- **Support and Maintenance** (including maintenance and support costs for the Software Solution) (tables 2.2.1 and 2.2.2 in Pricing Schedule (appendix 1)) (**300 marks**)
- **Enhancement - Rate Card** (including the rates for further development of the system, new change requests, unknown functionalities (Phase 3) (**300 marks**)
- **Hyper Care Support** (including the cost of Hyper Care support per month, which can be used and purchased at the discretion of the Contracting Authority) (**50 marks**)

Tenderers must fill in and return the Software Solution - Pricing Schedule within **Appendix 1 - Pricing Schedule** where the amount will be subsequently graded by the Contracting Authority in accordance with the approach to the evaluation of cost contained in paragraph 3.3 Award Criteria of the RFT Document.

Appendix 2: Tenderers’ Statement

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

TENDERERS’ STATEMENT

TO: Minister for Transport (the “Contracting Authority”)

RE: Request for Tenders for the build and support of the National Maritime Single Window Software Solution (FINOG), which is compliant with EMSWe-EU Regulation 2019/1239

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

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications Part 4 to the RFT.
2. We accept all the Terms and Conditions of the RFT, the Services Contract and the Confidentiality Agreement and agree if awarded the Services Contract to execute the Services Contract at Appendix 4 to the RFT and the Confidentiality Agreement at Appendix 2 to the RFT.
3. Without prejudice to paragraph 2 above, we confirm that, if awarded the Services Contract, we can deliver all of the technical, business and project related requirements contained in the Contractual Requirements Document (“CRD”) included as part of the Competition documents.
4. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
5. We agree to provide the Contracting Authority with the Services in accordance with the RFT (including, but not limited to, the CRD) and our Tender.
6. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social, and labour law.
7. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
8. We confirm that all prices quoted in our Tender will remain valid for the period commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
9. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
10. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such

Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

11. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

12. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

13. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED **Company**

(Authorised Signatory)

Print name **Address**

Date

Appendix 3: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of RFT for the build and support of the National Maritime Single Window Software (FINOG), which is compliant with EMSWe-EU Regulation 2019/1239

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

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

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorised by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").

2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision, or control in [Click here and insert name of entity] has:

   a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
   b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
   c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
   d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
   e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
   f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

3. [Click here and insert name of entity]:

   a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

b. has carried out the preparation of the Tender independently.

4. [Click here and insert name of entity]:

    a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
    b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
    c. is not guilty of grave professional misconduct.
    d. has not entered into agreements with other economic operators aimed at distorting competition.
    e. is not aware of any conflict of interest due to its participation in the Competition.
    f. has not had any prior involvement in the preparation of the Competition.
    g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages, or other comparable sanctions.
    h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
    i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon its undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited

economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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

____

Signature of Declarant

Declared before me by ___________________________________ who is personally known to me

(or who is identified to me by ______________________________who is personally known to me) or*

at ____________________________ this ___________ day of _______________ 20__

____

(signed)
Practising Solicitor/Commissioner for Oaths

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

Appendix 4: Services Contract

The Minister for Transport

and

[Insert successful Contractor's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to:

Request for Tenders for the build and support of the National Maritime Single Window Software Solution (FINOG), which is compliant with EMSWe-EU Regulation 2019/1239

THIS AGREEMENT IS MADE ON THE [-] BETWEEN:

The Minister for Transport of Leeson Lane, Dublin 2 D02TR60 (the "Client");

And

[Contractor's Full Legal Name], of [address] (the "Contractor")

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

WHEREAS:

A. By a Request for Tender for the build and support of the National Maritime Single Window Software Solution (FINOG), which is compliant with EMSWe-EU Regulation 2019/1239 advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [-] of [-] dated [-] ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the services described in Appendix 1 to the RFT and the Contractual Requirements Document ("CRD"). References to the "RFT" in this Services Contract (including Schedules A to M, attached hereto) shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [-] and [-] (the "RFT Clarifications") and the CRD (unless the context otherwise requires). The RFT (including the CRD and RFT Clarifications) is hereby incorporated by reference into this Agreement.

B. The Contractor submitted a response to the RFT dated [-] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [-] and [-] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

C. In accordance with the terms of the RFT, and subject to the terms of this Services Contract, the Contractor provided the Client with the Contractor's terms, conditions and other provisions associated with the delivery of the "Software Solution" (as defined at Clause 6 of this Services Contract) to the Client (which, for the purposes of this Services Contract, are collectively described as the "Software Licence Agreement"). The Software Licence Agreement is included at Schedule M: Software Licence Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. The "Agreement" or "this Agreement" for the provision of the "Services" (as defined at Clause 6 of the Services Contract) by the Contractor to the Client consists of the following documents, and in the case of conflict of wording, in the following order of priority:
   a) This Services Contract.
   b) Schedules A to M of this Services Contract, as attached hereto.
   c) The RFT.
   d) The CRD.
   e) The Submission.
   f) Subject to Clauses 2 and 3 below, the Software Licence Agreement included at Schedule M of this Services Contract **SUBJECT ALWAYS** to the Software Licence Agreement being consistent with:

(i) This Services Contract;
(ii) Schedules A to M of this Services Contract, as attached hereto;
(iii) the RFT;
(iv) the CRD; and
(v) the Submission.

2. *Delete if not applicable and include 'Not in use'*

a) "Consistent", for the purposes of Clause 1(f) above, means that the terms, conditions and provisions of the Software Licence Agreement must be aligned with, and must not contradict or conflict with the terms, conditions and obligations set out in this Services Contract; Schedules A to M of this Services Contract, as attached hereto; the RFT; the CRD and the Submission.

b) For the avoidance of doubt, if any specific term, condition or provision contained in the Software Licence Agreement is not Consistent (for the purposes of Clause 1(f)) with the documents listed (i) to (v) at Clause 1(f) then any such term(s), condition(s) or provision(s) shall not form part of the Agreement.

c) In the event of a dispute between the Parties concerning whether or not a term, condition or provision of the Software Licence Agreement is Consistent (for the purposes of Clause 1(f)) with the documents listed (i) to (v) at Clause 1(f) then, in that event, the view of the Client as to whether a term, condition of provision of the Software Licence Agreement is Consistent (for the purposes of Clause 1(f)), as communicated in writing by the Client to the Contractor, shall be final.

3. *Delete if not applicable and include 'Not in use'*

a) The Software Licence Agreement shall not cause or require the Client to infringe its obligations at law including, but not limited to, the Client's obligations pursuant to public procurement law and the "Data Protection Laws" (as defined at Clause 6 of the Services Contract).

b) Any term, condition or provision contained in the Software Licence Agreement which relates to or concerns the following are hereby disapplied, regardless of any provision to the contrary in the Software Licence Agreement:

(i) The duration of the Agreement (including auto renewal).
(ii) Termination of the Agreement.
(iii) Exit management.
(iv) The liability of the Client and the Contactor in connection with the provision of the Services by the Contractor.

(v) The processing of Personal Data (as defined at Clause 6 of the Services Contract) obtained in connection with or arising from the delivery of the Services.
(vi) The suspension of the Services.
(vii) Warranties and indemnities in connection with the provision of the Services.
(viii) The payment of fees or other charges not included at Schedule C: Charges.

c) Subject to Clauses 1(f), 2, 3(a) and 3(b) of this Services Contract, no Contractor or third-party terms, conditions or provisions (including, but not limited to, "click through terms") form part of the Agreement between the Client and the Contractor in connection with the provision of the Services.

2. The Contractor agrees to provide the Services to the Client in accordance with this Agreement. Schedule B details the nature, quality, quantity, and functional specifications of the Services (including the Software Solution) to be delivered in accordance with the RFT, the CRD and the Submission ("the Specification").

3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement, the Client's Contact is Brian Murray. The Contractor's Contact is [-]. The Client's Contact and the Contractor's Contact may change, if agreed between the Parties, during the Term of the Agreement.

5. This Agreement shall take effect on the date of this Agreement (the "Effective Date") and shall expire on the eight anniversary thereof, unless it is terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise extended in accordance with this Agreement ("the Term").

   The Contracting Authority reserves the right, at its discretion, to extend the Term for a period or periods of up to one (1) year with a maximum of two (2) such extensions on the same terms and conditions contained in this Agreement, subject to the Contracting Authority's obligations at law.

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT. In this Agreement each capitalised term will have the meaning set out below:
   "**Acceptance**" means acceptance by the Client of a Deliverable or a phase in accordance with the acceptance procedures set out in Schedule E;
   "Authorised User" means any person that requires access to or use of the Software Solution, as identified in the RFT.;
   "**Customised Software**" means all modifications, enhancements, and customisations to the Proprietary Software, and all related materials in eye readable form and which, when compiled or interpreted, are then converted into machine readable or object code including

the user instructions, technical literature to be created and developed by the Contractor or a third party specifically and exclusively for the Client in accordance with the RFT (including the CRD) and the Specification together with the media on which such software and materials are recorded and printed but excludes the Proprietary Software;

"**Data**" means all information, regardless of form, which is used, generated, developed, transmitted, stored, or otherwise processed as part of the provision of the Services and includes any Personal Data, metadata, and derived data;

"**Data Centre**" means the primary and secondary data centres in the EEA which shall be used to provide the Services;

"**Data Compromise**" means any actual or reasonably suspected unauthorised access to or compromise to the security or confidentiality or integrity of the Data or the ability of the Client to access the Data;

"**Data Controller**" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland;

"Data Subject" has the meaning given under the Data Protection Laws;

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

"**Deliverables**" means such products, work, or services to be delivered by the Contractor under this Agreement and as may be more particularly set out in the Detailed Project Plan appended at Schedule G – Detailed Project Plan to this Agreement;

"**Detailed Project Plan**" means the plan submitted by the Contractor for the fulfilment of its responsibilities under this Agreement for the design, configuration, migration, testing, training, and implementation of the Services to meet the requirements of the RFT including the Deliverables and Key Milestones as approved by the Client and appended at Schedule G to this Agreement;

"**EEA**" means European Economic Area;

"Exit Assistance Period" means the period commencing on the Exit Assistance Start Date up to and including the date specified by the Client as being the date upon which the Exit Management Services shall finish. The Exit Assistance Period shall not, without the Contractor's prior written consent, be greater than 24 Months;

"Exit Assistance Start Date" means: (i) where either Party serves notice on the other Party to terminate this Agreement, the date specified by the Client upon which the Exit Assistance Period shall commence; or (ii) where the Initial Term or Renewal Term (as applicable) will expire, the day which is 6 Months prior to the final day of the Initial Term or Renewal Term (as applicable), unless the Client has notified to the Contractor that an alternative date is to be treated as such;

"Exit Management Plan" means a plan developed by the Contractor which has been reviewed and approved by the Client (in accordance with Schedule L (Exit Management)) to affect an orderly transition of the Services from the Contractor to the Client and/or to the Replacement Contractor(s) in the event of expiry or termination of this Agreement (in full or in part);

“Exit Management Services” means the obligations and services set out in Schedule L (Exit Management) and in any Exit Management Plan to be performed by the Contractor in support of any transition of the Services from the Contractor to the Client and/or to the Replacement Contractor(s);

“Good Industry Practice” means at any time, the exercise of that degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced operator engaged in the same type of undertaking as the Contractor in complying with its contractual obligations, all applicable laws and standards;

“Intellectual Property Rights” or “**IPR”** means all patents and patents rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights in confidential information, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks and copy rights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof;

“**Key Personnel**” means all the Contractor’s Personnel listed in Schedule F to this Agreement;

“**Key Milestones**” or “**Milestones**” means the dates and deadlines by which particular Deliverables or obligations of the Contractor are scheduled to be completed as set out in the Detailed Project Plan appended at Schedule G to this Agreement;

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or enable unauthorised access to, or cause other undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

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

“**Pre-existing IPR**” means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for the Contractor or the Client independently of this Agreement;

“**Pricing Schedule**” means the Pricing Schedule at Appendix 1 of the RFT;

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

“Proprietary Software” shall mean and comprise all or any part of generic developed software and generic applications which are supplied or to be supplied by the Contractor to the Client as part of the provision of the Services, but excludes the Customised Software;

“Replacement Contractor” means any third-party service provider appointed by the Client to supply any services which are substantially similar to any of the Services and which the Client procures in substitution for any of the Services following the expiry, termination, or partial termination of this Agreement;

“Replacement Services” means the provision of any services which are substantially similar to any of the Services and which the Client carries out itself or procures in substitution for any of the Services following the expiry, termination, or partial termination of this Agreement;

“**Services**” means the provision of the Software Solution and all associated customisation, configuration, upgrades, data migration, testing, implementation, training, development, integration, support services and other services necessary for the purpose of providing, supporting and enhancing the Software Solution as described in the RFT (including but not limited to Appendix 1 of the RFT and the CRD) and the Service Level Agreement at Schedule D and any other products, deliverables, and services to be provided by the Contractor to the Client as described in the Submission or is otherwise necessary to comply with this Agreement;

“**Service Levels**” means the characteristics of the Services defined under Schedule D to the Agreement; and

“**Software Solution**” means the software provided by the Contractor to the Client that satisfies Regulation (EU) 2019/1239 establishing a European Maritime Single Window environment and repealing Directive 2010/65/EU (including all European and domestic requirements derived therefrom), as more particularly described in the RFT.

7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.

8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.

9. References to any statute, enactment, order, regulation, or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, unless specifically indicated otherwise.

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

SIGNED for and on behalf of the Client _______________________________________ (Being a duly authorised officer)	SIGNED for and on behalf of the Contractor _______________________________________ –
Witness	Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

A. The Contractor undertakes to act with due care, skill, and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill, and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.

B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:

1. provide the Services (including the Software Solution) in accordance with the Specification, the RFT, the Client's directions, and the terms of this Agreement;
2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
3. comply with all local security and health and safety arrangements as notified to it by the Client;
4. provide the Services in accordance with Good Industry Practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration, and work permits of all personnel retained for the purposes of complying with this Agreement; and

5. without prejudice to Clause 27, support and assist the Client in the preparation of all documentation, related to the Software Solution, required by the Data Protection Laws which may include, but is not limited to, data privacy statements, records of data processing activities and data protection impact assessments.

C. The Contractor is the prime contractor under this Agreement, and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor, as prime contractor, assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B (4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14 – Assignment, Novation and Transfer, the Contractor shall notify the Client as soon as possible of any changes to the identity of its Subcontractors and shall provide the Client with all relevant details in respect thereof.

D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor, and the Contractor shall comply with such requirement. The Contractor shall include in every subcontract a right for the Contractor to terminate the subcontract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any subcontract which it awards.

E. During this Agreement, the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.

F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10 - Contract Management.

G. The Contractor agrees that any information relating to this Agreement and/or the performance of this Agreement may be used in the analysis and reporting of spend data including the preparation and publishing of reports.

H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising, liability, loss, or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

2. KEY PERSONNEL

A. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client.

B. The Contractor shall, to the extent permitted by law, ensure that all Key Personnel assigned by it to provide the Services shall be available for the Term of this Agreement, or in respect of certain Key Personnel for such other period(s) (including the Exit Assistance Period) as specified in Schedule F.

C. In the event that any of the Key Personnel assigned by the Contractor to provide the Services (or any part thereof) under this Agreement becomes unavailable to provide the Services, or does not obtain security clearance in accordance with Clause D below, then the Contractor shall immediately notify the Client in writing explaining the reason for the unavailability and proposing a replacement for that person with a person of at least equivalent experience and expertise ("Replacement Personnel"). The Client may accept or reject such proposed replacement at the Client's discretion.

D. If requested by the Client, the Contractor shall provide security clearance from An Garda Síochána or other agencies nominated by the Client in respect of all or any personnel of the Contractor or of its agents or Subcontractors involved in the provision of the Services and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

E. The Contractor shall ensure that the employees, agents, and Subcontractors of the Contractor pursuant to this Agreement shall remain under the full control and authority of the Contractor and shall not be regarded as employees or agents of the Client for any purpose.

3. PAYMENT

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

B. Discharge of the Charges is subject to:

1. compliance by the Contractor with the provisions of this Agreement including but not limited to the Acceptance and Approval Procedure set out in Schedule E, and/or the Milestones set out in Schedule G, and/or any compliance schedules or operational protocols in place pursuant to clause 10A;
2. the furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
3. invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. Upon resolution of any queries on the invoice to the satisfaction of the Client the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement;

4. the Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements; and
5 the deduction of Service Credits to which the Client is entitled under the Service Level Agreement in Schedule D.

C. Charges may be increased or decreased only on the third anniversary of the Effective Date and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the Services Producer Price Index, Information & Communication, Computer Programming & Consultancy has increased or decreased in the edition of that index published by the Eurostat most recently prior to that anniversary. In such circumstances, any increase to Charges is subject to the prior written agreement of the Client.

D. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

E. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor to the Client (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Client may deduct that sum from any sum then due to the Contractor, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

F. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants, and agents in the performance of its obligations under this Agreement.

G. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

A. The Contractor acknowledges, warrants, represents, and undertakes that:

1. it has the capacity, authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;

2. the Services will be performed with all due skill, care and diligence in a timely and professional manner using appropriately qualified and experienced personnel and in accordance with good industry practice;
3. it shall comply with Data Protection Laws;
4. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date], which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
5. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
6. it retains and shall maintain for the Term insurances for the nature and amount specified in Schedule J. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4 A.6;
7. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
8. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance, or practices as may affect the provision of the Services as they apply to the Contractor;
9. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
10. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes. Breach of this warranty shall result in the application of the indemnity contained at Clause 6;
11. shall ensure that the Software Solution:

    i. shall for the Term of this Agreement, perform in accordance with the Specification, the RFT (including the CRD), and the Tender
    ii. will not interfere with or adversely impact on the integrity of the Client's interfaced systems; and
    iii. shall be designed to be secure and adequately protected from unauthorised access.
12. as an enduring obligation throughout the Term, it shall use all reasonable endeavours to prevent Malicious Software from being introduced into the Software Solution and Client's and each Authorised User's ICT environment. This shall include an obligation to promptly deploy latest versions of anti-virus software (including the latest versions of available anti-virus definitions from an industry accepted anti-virus software vendor) to check for, contain the spread and minimise the impact of, and delete, Malicious Software and to prevent Malicious Software from adversely impacting

provision the Software Solution and Client's and each Authorised User's ICT environment;

13. notwithstanding clause 4.A.12, if Malicious Software is found, the Parties shall co-operate expeditiously to reduce, mitigate and resolve the effect of the Malicious Software and, particularly if Malicious Software causes an adverse impact on the operational efficiency of the Software Solution, the Services or Client's or any Authorised User's activities, or loss or corruption of Client Data, assist each other expeditiously to mitigate any losses and to restore the Software Solution to their desired operating efficiency at the earliest possible timeframe. In addition to the Client's rights set out in Schedule D (Service Levels), the Client shall be entitled to designate any instance of Malicious Software which it reasonably believes has, or may reasonably be expected to have, a material adverse impact on the Services including the Software Solution as a material event requiring fast-track resolution and escalate the matter to senior management of the Contractor, in which circumstances the Contractor shall prioritise resolution of the relevant matter in accordance with this clause as a matter of urgency;
14. the Client shall be under no obligation to purchase any minimum number or value of Services; and
15. each software maintenance release, software upgrades and software enhancement will be backwards compatible and will not result in any reduction of functionality set out in the Specification, the RFT (including the CRD), and the Tender.

B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations, and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages, costs or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.

B. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver the Services (including but not limited to any failure to remedy any defect in the Solution in compliance with Schedule D), the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

C. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

D. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death, or in respect of the Contractor's indemnity under clause 6 or in respect of a breach by the Contractor of clause 27 (Data Protection and Security), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

E. Save in respect of fraud, personal injury, or death or in respect of the Contractor's indemnity under clause 6 (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed: -

(i) the relevant insurance indemnity limits specified in Schedule J; or

(ii) where no relevant insurance indemnity applies, one hundred per cent (100%) of the Charges paid or projected to be paid (whichever is higher) under this Agreement.

For the avoidance of doubt, where in clause 2.21.1, an insurance "Indemnity Limit" is stated to apply "for any one claim or series of claims arising out of a single occurrence," the limit on liability created by this clause shall apply to the Contractor's liability to the Client in respect of each occurrence and not to the Contractor's aggregate liability to the Client.

To the extent a Party elects to cure any failure by it to comply with its obligations under the Agreement, all costs and expenses associated with such cure will be borne solely by the curing Party and will in no event count toward satisfaction of the applicable Liability Cap.

F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due to the Contractor ("the Retention Amount").

The Retention Amount shall not at any given time exceed 15% of the Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

G. Upon notification to the Contractor by the Client of its dissatisfaction with the performance of the Contractor, the Contractor shall take action in accordance with Good Industry Practice to remedy any such performance failure(s) including:

(i) allocating such resources as may be necessary to remedy the failure and any consequences of the failure;

(ii) performing a root-cause analysis to seek to identify the cause of the failure and report to Client on its findings;

(iii) taking all action necessary to mitigate the impact on Client arising from the failure;

(iv) taking all reasonable action required by Client to remedy the failure; and

(v) taking all action necessary to prevent a repeat of the failure.

H. Without prejudice to any general right to damages under this Agreement, where the Contractor does not meet the Milestones as set out in the Detailed Project Plan appended at Schedule G to this Agreement, the Client may, at its discretion, deduct the sum of 1% of the relevant Milestone payment, per day or part thereof, for each day of late delivery, as liquidated damages up to a maximum amount of 10% of the payment in respect of that Milestone (the "Liquidated Damages Threshold").

Where the Liquidated Damages Threshold is met or exceeded, the Client shall be entitled to claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period and/or the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

6. INTELLECTUAL PROPERTY AND LICENSING

A. All IPR title and interest in all reports, data manuals and/or other materials (other than the Proprietary Software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams, or information inputted, loaded or placed onto the Software Solution in any manner, and of all reports, outputs and end-products generated by or from the Software Solution) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) and Customised Software shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title, and interest in the Materials (including by way of present assignment of future copyright) and the Customised Software to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside with the Contractor in the Materials and Customised Software to the Client absolutely. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials and Customised Software developed up to the date of termination.

B. The Client grants to the Contractor a royalty-free, revocable, non-exclusive licence to use the Client's Pre-existing IPR and IPR in the Customised Software and/or the Materials for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired, or developed such intellectual property.

C. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.

D. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Client. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies, and techniques that are acquired or used in the course of providing the Services.

E. The Contractor hereby indemnifies the Client, its employees, agents, directors, officers, legal representatives, successors, assigns and customers from and against any and all losses, expenses, demands or claims asserted by third parties, and in respect of any actual or alleged infringement, misappropriation or violation of any intellectual property rights relating to the Software Solution or its use and shall keep and hold the Client, its employees, agents, directors, officers, legal representatives, successors, assigns and customers harmless from and in respect of all and any liability, loss or damages (whether direct, indirect or consequential), claims, costs or expenses which arise by reason of any breach of third-party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:
(i) procure the necessary rights for the Client to continue use;
(ii) replace the relevant Deliverable with a non-infringing equivalent;
(iii) replace the relevant Deliverable to make it non-infringing while giving equivalent performance; or

(iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the Deliverable and refund to the Client the Charges paid for such Deliverable less a reasonable amount for the Client's use of the Deliverable up to the time of return, provided such reasonable amount is due to the owner of the said Deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.

F. The Contractor hereby grants to the Client and all Authorised Users a non-exclusive, royalty free, irrevocable worldwide licence to access and use the Software Solution during the Term. The Contractor shall continue to grant licences to any additional Authorised Users identified by the Client and provide the Services to the Client in accordance with the terms of this Agreement during the Term of this Agreement for as long as the Client continues to pay the Charges in accordance with Schedule C (Charges).

G. To the extent that Contractor is required to obtain rights, licenses, permissions, clearances, approvals, and/or attribution information necessary for the Contractor to license or use the Software Solution in any manner, the Contractor undertakes that it has done and will continue to do so. The Contractor has made and will continue to make all payments to third parties necessary to obtain the right to license or use the Software Solution. Upon the Client's request, the Contractor shall deliver to the Client all evidence necessary to show that the Contractor has properly obtained the rights to license or use the Software Solution.

H. The Contractor shall provide the Client and each Authorised User with access to the Software Solution. For the avoidance of doubt, all licences may be reallocated at the Client's discretion among the Authorised Users.

I. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided, or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to: -

1. its professional advisers subject to the provisions of this clause 7; or
2. as may be required by law; or
3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
4. in the case of the Client by request of any person, body, or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT ("the Confidentiality Agreement"). If requested by the Client, the Contractor shall procure that its employees or subcontractors who have access to Confidential Information shall sign the Confidentiality Agreement.

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

1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
2. which is or becomes public knowledge other than by breach of this clause; or
3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
4. is lawfully received by the disclosing Party from a third party (with full right to disclose).

C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly, the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this

Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2018, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before deciding on any request received under the above legislation. The Client accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

E. The terms of this clause 7 shall survive expiry, completion, or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease (excluding COVID 19 or any related variants), insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests. For the avoidance of doubt, a Force Majeure Event does not exempt the Contractor from compliance with its obligations under Clause 28 - Disaster Recovery & Business Continuity and Clause 29 - Exit Management.

B. In the event of any failure, interruption, or delay in the performance of either Party's obligations resulting from any Force Majeure Event, the Affected Party shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;
2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

C. If the Force Majeure Event continues for sixty (60) calendar days either Party may terminate this Agreement by providing not less than fourteen (14) days written notice to the other Party.

D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving three (3) months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving eighteen (18) months written notice to the Client.

B. Either Party shall have the right (in addition to the Client's rights under clause 9(A) and any other rights which each Party has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement (including the Service Level agreement) and fails to remedy such breach(es) within thirty (30) days after receipt of a request in writing from the other Party;
2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect.

C. The Client shall have the right, in addition to any other rights which it has at law to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that:

(i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;

(ii) that the Contractor (or its subcontractor(s), if any) fall(s) within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations, or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

E. If requested by the Client, and subject to complying with Data Protection Laws, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

F. On completion or termination of this Agreement, howsoever arising, the Contractor must promptly return all documents and Data that is stored by the Contractor in any format or on any part of the Solution (including its production, configuration, test, training, and development environments) to the Client in a non-proprietary, machine-readable form. The Contractor shall not delete any Data including production and backup copies until such time as the Data returned has been validated by the Client. Once the Data returned has been validated by the Client and upon the instruction of the Client, the Contractor shall delete all production and backup copies of the Data and certify in writing that they have been permanently removed from the Contractor's facilities.

G. On completion or termination of this Agreement, the Parties shall comply with the provisions of Clause 29 (Exit Management) and Schedule L (Exit Management).

10. CONTRACT MANAGEMENT

A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client, the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

B. The Contractor agrees to:

1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
3. comply with all reasonable directions of the Client; and
4. comply with the Service Levels and performance indicators set out in Schedule D.

11. DISPUTES

A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.

B. The Dispute shall be referred as soon as practicable to the Client's Contact and the Contractor's Contact.

C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Mediators' Institute of Ireland to appoint a mediator.

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

F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

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

H. If, and to the extent that, any Dispute has not been settled pursuant to the mediation within thirty (30) days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

B. This Agreement shall be executed in duplicate, and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. NOTICES

A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.

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

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

14. ASSIGNMENT, NOVATION AND TRANSFER

A. The Client may, at any time, assign, or otherwise transfer the whole or any part of this Agreement to any Minister or public sector body, entity, or office. Any such assignment, novation or transfer will be done at no additional cost to the Client.

B. Any assignment, novation, or transfer to a third party of the Contractors rights or obligations under this Agreement (the "Transfer") requires the prior written consent of the Client. Prior to any such Transfer, the transferee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Transfer not complied with in the manner prescribed herein shall be null and void.

C. Subject to a party's obligations at law, any subcontract of the Contractors rights or obligations under this agreement requires the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void.

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

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

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

A. The Contractor confirms that it has carried out a conflict-of-interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be, has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent, or employee under the Prevention of Corruption Acts, 1889 to 2010 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration, or commission.

21. ACCESS TO PREMISES

Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination, or abandonment of this Agreement.

22. EQUIPMENT

A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").

B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.

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

D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:

(i) remove from the Client's premises, any Equipment which in the reasonable opinion of the Client is either hazardous, noxious, or not in accordance with this Agreement; and

(ii) replace such item with a suitable substitute item of Equipment.

E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe, and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. NON-SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.

B. The change control procedures set out in this clause will apply to all changes irrespective of whether the Contractor or the Client proposes the change.

C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known), the delivery dates, the price or any other impact on this Agreement, and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment")

D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.

E. The Parties must indicate their acceptance or rejection of the change control request and / or Impact Assessment within a reasonable timeframe of its completion, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.

F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.

G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place, and the Parties shall continue to perform their obligations under this Agreement.

H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services, then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DETAILED PROJECT PLAN

A. The Contractor shall, within three months of the Effective Date, submit the Detailed Project Plan for the design, configuration, migration, testing, training, and implementation of the Services to meet the requirements of the RFT and which shall be appended at Schedule G to this Agreement;

B. The Detailed Project Plan shall align with the Requirements of the RFT (including the CRD) and with the Contractor's Tender and shall be subject to approval by the Client.

C. The Detailed Project Plan shall include details of all Deliverables and Key Milestones as approved by the Client.

D. Any proposed changes to the Detailed Project Plan shall be made in accordance with the Change Control Procedure set out in Clause 24.

E. The Acceptance and Approval Procedure set out in Schedule E shall apply in respect of all Deliverables and Milestones set out in the Detailed Project Plan.

26. SECURITY AND LOCATION OF DATA

A. The Contractor shall develop a Cyber Security Plan ("Cyber Security Plan"), which shall align with the requirements of the RFT (including the CRD) and with the Contractor's Tender and which shall be prepared in accordance with Good Industry Practice, and appended at Schedule H to this Agreement.

B. The Cyber Security Plan shall specify the security policies, procedures, and controls in place in order to protect against cyber threats and risk. The Cyber Security Plan shall also outline the specific steps to be taken in response to a breach. The Services will at all times be performed by the Contractor in accordance with the Cyber Security Plan.

C. The initial Cyber Security Plan shall be delivered to and approved by the Client within three (3) months of the Effective Date, or within such time as may otherwise be agreed between the Parties.

D. The Contractor shall:

(i) ensure that the Cyber Security Plan is kept up to date in accordance with Good Industry Practice;

(ii) submit an updated Cyber Security Plan to the Client for approval every twelve (12) months (or on request from the Client);

(iii) carry out regular security audits, at least once per calendar year, or as may otherwise be directed by the Client. The Contractor shall provide the Client with copies of all security audit reports and shall ensure that any failures, deficiencies, or other vulnerabilities identified in the audit report are remedied without delay.

E. All Data (both live and backup copies) shall be stored, hosted, and processed only in Data Centres located within the EEA. The Contractor shall not permit Data to be viewed, accessed, processed, transmitted, or stored in any country outside of the EEA without prior notice to and approval from the Client.

F. The Contractor shall ensure all Data is encrypted when transmitted across networks to protect against eavesdropping of network traffic by unauthorized users and is protected at all times from theft, interference, and loss. In cases where source and target endpoint devices are within the same protected subnet, Data transmission must still be encrypted due to the potential for high negative impact of a Data Breach. The types of transmission may include client-to-server, server-to-server communication, as well as any data transfer between core systems and third-party systems.

G. The provisions of this clause 26 shall survive termination and or expiry of this Agreement for any reason.

27. DATA PROTECTION

A. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

B. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is a Data Controller, and the Contractor is a Data Processor in respect of Data which is Personal Data. Schedule K sets out the scope, nature, and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

C. Without prejudice to the generality of clause 27A, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement: -

1. process that Personal Data only on the written instructions of the Client;
2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development

and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and are aware of and comply with this clause 27; The Contractor shall provide appropriate training to its personnel in relation to:
   (i) the correct handling of Personal Data so as to minimise the risk of security breaches; and
   (ii) the requirements of Data Protection Laws;
4. not process or otherwise transfer any Personal Data outside of the EEA without the Client's prior written consent and unless the following conditions are fulfilled:
   (i) appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
   (ii) the data subject has enforceable rights and effective legal remedies;
   (iii) the Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
   (iv) the Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
5. maintain, keep up to date and fully implement, an adequate data protection policy to ensure that it fully complies with its obligations under this Clause and will keep the Client appraised of all relevant matters in this regard and will suggest appropriate changes to the Client's data protection practices and procedures which are relevant to the Processing of the Personal Data by the Contractor where this will facilitate compliance by the Client and / or the Contractor with Data Protection Laws;
6. to the extent permitted by law, notify the Client of all communications it receives from third parties relating to the Personal Data and shall not do anything or enter into any communication with such third party unless expressly authorised by the Client in writing;
7. without undue delay, inform the Client if any Data is lost, destroyed, or becomes damaged, corrupted, or unusable. The Contractor shall implement an appropriate disaster recovery programme to ensure that the Data may be restored in such circumstances, and the Contractor shall restore such Data at the Contractor's sole cost and expense;
8. provide access to the Client's Data only to those Contractor's employees and/or approved subcontractors who need to access the Data to fulfil the Contractor's obligations under this Agreement. The Client reserves the right to request that any of the Contractor's employees or subcontractors who have access to Data be subject to Garda vetting.

D. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request.

E. The Contractor shall without undue delay report in writing to the Client any Data Compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

F. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

G. The Contractor shall at the written direction of the Client, amend, delete, or return Personal Data and copies thereof to the Client on termination of this Agreement unless otherwise required by law.

H. The Contractor shall permit the Client and / or any third party appointed by the Client for this purpose, the Data Protection Commission or other supervisory authority, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit, or review. Any finding by any such audit that the Software Solution does not comply with any aspect of the Specification and / or the provisions of this Agreement shall be resolved by the Contractor to the satisfaction of the Client, at no cost to the Client, within a timescale to be specified by the Client.

I. The Contractor shall fully comply with and implement policies which are communicated or notified to the Contractor by the Client from time to time.

J. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 27 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

K. The Contractor shall:

1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
2. ensure that a back-up copy of any and all such Personal Data is made at the frequency set out in the Disaster Recovery Business Continuity (DRBC) Plan, and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

3. in such an event and if attributable to any default by the Contractor or any Subcontractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party;

L. The Client consents to the Contractor appointing the third-party processors listed in Schedule K as third-party processors of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are no less onerous than to those set out in this clause 27 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 27.

M. The Contractor shall promptly notify the Client if the Contractor becomes aware of any legislative change applicable to the Contractor which may prevent it from complying with its obligations under this Clause 27, in which case the Client reserves the right to terminate this Agreement immediately and without liability for compensation or damages.

N. Save for clauses 27A, 27B and 25D, all the obligations on the Contractor in this clause 27 relating to the processing of Personal Data shall apply to the processing of all Data.

O. The provisions of this clause 27 shall survive termination and or expiry of this Agreement for any reason.

28. DISASTER RECOVERY & BUSINESS CONTINUITY

A. The Contractor shall ensure that it has in place and complies with at all times a Disaster Recovery and Business Continuity Plan ("DRBC Plan"), which shall align with the requirements of the RFT and with the Contractor's Tender and which shall be prepared in accordance with Good Industry Practice, and appended at Schedule I to this Agreement.

B. The DRBC Plan shall detail the steps, actions and procedures to be implemented to ensure that the Client and Authorised Users continue to receive the Services in accordance with this Agreement, and any adverse effect on the Client and/or Authorised Users is minimised, if any situation occurs (whether or not as a result of any act or omission of the Contractor) that materially impacts on the Contractor's ability to supply the Services.

C. The DRBC Plan shall include full details in respect of the back-up procedures with regard to the Client's Data, including details of the frequency with which back-ups will be carried out and the media to be used in respect of back-ups. The DRBC Plan shall at all times align with the provisions of the Cyber Security Plan set out at Schedule H.

D. The initial DRBC Plan shall be delivered to and approved by the Client within three (3) months of the Effective Date, or within such time as may otherwise be agreed between the Parties.

E. The Contractor shall:

(i) ensure that the DRBC Plans are kept up to date in accordance with Good Industry Practice;

(ii) submit an updated DRBC Plan to the Client for approval every twelve (12) months (or on request from the Client);

(iii) carry out regular tests, at least once per calendar year, of the DRBC Plans then in force. The Contractor shall ensure that the DRBC Plan is promptly amended if such tests identify any failures, deficiencies, or other vulnerabilities in the DRBC Plan.

29. EXIT MANAGEMENT

A. Upon termination of this Agreement, for any reason, the Contractor shall comply with its exit management obligations in accordance with Schedule L (Exit Management)

B. Without prejudice to the provisions of Schedule L, the Contractor shall, upon termination of this Agreement for any reason:

(i) continue to provide the Services in accordance with this Agreement and to the required Service Levels until the end of the Exit Assistance Period;

(ii) ensure that there is no degradation in the performance of the Services including the Software Solution until the Termination Date and/or date of handover to the Client and/or to a Replacement Contractor;

(iii) provide to the Client, or a third party nominated by the Client, all Client Data, in a format reasonably designated by Client, together with any other information that Client reasonably requires in order to use the Client Data or convert the Client Data for use on another system;

(iv) co-operate with and provide such assistance as the Client may require to affect a full, smooth, and orderly transfer of Client Data and/or knowledge; and

(v) otherwise co-operate with and provide such assistance as is reasonably requested by the Client to ensure an efficient, timely and orderly transfer of any Services and/or Deliverables (including the transfer of any knowledge, information, know-how and ideas relating to the Services obtained during the performance of the Services) to the Client and/or to a Replacement Contractor, whilst preserving business continuity for Client.

C. The provisions of this Clause 29 shall survive the expiration or termination of this Agreement for any reason.

30. LIST OF SCHEDULES TO THE AGREEMENT

Schedule A: Terms and Conditions

Schedule B: The Specification

Schedule C: Charges

Schedule D: Service Level Agreement

Schedule E: Acceptance and Approval Procedure

Schedule F:	Key Personnel
Schedule G:	Detailed Project Plan
Schedule H:	Cyber Security Plan
Schedule I:	Disaster Recovery and Business Continuity
Schedule J:	Insurance and Insurance Certificates
Schedule K:	Data Protection
Schedule L:	Exit Management
Schedule M:	Software Licence Agreement

Commented [JG1]: Note H

Schedule B: The Specification

[Client to insert when completing contract]

Schedule C: Charges

[Client to insert when completing contract]

Schedule D: Service Level Agreement ("SLA")

1. Definitions

Unless otherwise specified herein, a defined term used in this SLA shall have the same meaning as assigned to it in the Services Contract. In this SLA, each capitalised term will have the meaning set out below:

"**Available**" means that the Software Solution is ready for and capable of full operation, execution, and use;
"Go-Live Date" means the date when the Software Solution commences to operate effectively in the Client's live working environment on the date agreed between the Parties;
"Solution Monitoring" means the collection and storing by the Contractor of data on the operation of the Solution, whether by automatic or manual means;
"Unavailability Time" means the time the Software Solution is unavailable. Periods of time identified as Unavailability Time must be agreed between the Parties;
"**Incident"** means any defect or failure in the Software Solution that prevents it from operating in accordance with its normal use without interruption, delay, or failure to perform to its level of functionality required in the RFT, CRD and Specification as set out in Schedule B;
"Key Performance Indicator" or "**KPI**" means the criteria for monitoring and assessing the Contractor's incidence response time;
"Month" means a calendar month;
"Normal Working Time" means Monday to Friday from 09:00hrs to 18:00hrs excluding Irish bank and public holidays;
"Planned Unavailability" means a planned instance of Unavailability in accordance with Section 6(d) of this Service Level Agreement;
"**Priority 1 Incident**" means a client's production use of the Software Solution is stopped or so severely impacted that all Authorised Users cannot continue to work i.e. Authorised Users experience a complete loss of service;
"**Priority 2 Incident**" means some Authorised Users experience a severe loss of service i.e. important features of the Software Solution are unavailable with no acceptable workaround, however operations can continue in a restricted fashion;
"**Priority 3 Incident**" means Authorised Users experience a minor loss of service i.e. the impact is an inconvenience, which may require a workaround to restore functionality, and does not affect core business processes;
"**Priority 4 Incident**" means a request for information, enhancement, or document clarification regarding the Software Solution, but there are no loss of service and no impact to the operation of the service;
"Problem" means the cause of any Incident or series of Incidents or potential future Incident or Incidents;
"Response" means a communication from the Contractor to the Client acknowledging receipt of an Incident report, providing an Incident tracking identifier, and informing the Client that the Contractor has commenced diagnosis of the Incident;
"Response Time" means the time taken by the Support Service Personnel to assess each Incident once reported and to provide a Response to the Client. The Response Time commences upon

notification of the Incident to the Contractor either verbally or electronically by the Client or via Solution Monitoring;
"Resolution" means a solution to an Incident, supplied to and acceptable to the Client to enable continuation of the Client's business and its use of the Software Solution;
"Service Availability" shall be calculated in minutes in a calendar month as follows;

(Total Time –Unavailability Time) – Planned Maintenance Time

"Service Availability Rate" shall be calculated as follows:

$$\frac{\text{Service Availability - Unplanned Unavailability}}{\text{Service Availability}} \geq 99.8\%$$

"Unavailable" means that one or more of the key functions of the Software Solution is unavailable for use by Authorised Users and there is no workaround possible, or the Software Solution has slowed down due to a failure with the Software Solution such that the Software Solution response time makes the Software Solution unusable, and / or there is an Incident which has caused or has the potential to cause a critical impact on the use of the Software Solution;
"Unplanned Unavailability" means the Software Solution is Unavailable in a manner that has not been agreed in advance between the Parties. Unplanned Unavailability shall be calculated in minutes in a calendar month;
"Upgrade" means the enhancement, update, modification of the Software Solution, or any part(s) of the Software Solution, by the Contractor from time to time for the purposes of extending the functionality of the Software Solution and keeping the Software Solution up to date with changing business and technical requirements. This includes, but is not limited to, significant patch bundles (such as service packs or service updates) as released by the Contractor on a scheduled yearly/quarterly/ monthly basis.

2. Solution Support Services

(a) This Schedule describes the Service Levels which shall apply to the Software Solution and the associated support services;
(b) The Contractor shall provide support services in accordance with this Schedule;
(c) The Contractor shall provide support until the expiry of the Term of the Services Contract;
The Contractor shall provide a helpdesk (the "Support Service Helpdesk") for Incident management and to allow tracking and reporting on all issues; The Contractor shall provide the Support Service Helpdesk during Normal Working Time;

3. Overview of Support Service (the "Support Service")

In providing the Software Solution, the Contractor shall at all times support the Software Solution by providing:

- A reliable service;
    - A safe service that does not expose any Authorised User to security threats;
- A service that is easy to use;

- A well organised, up-to-date, and useable online support system;
- A Response to and Resolution of Incidents;
  - Regular reports on the functioning of the Support Service for the Client including numbers and types of Incidents, Response Times, new online support material created, additional training provided and service KPIs as defined in sections 6 and 7 below;
  - Clear communication pathways between the Client and the Contractor, including communications protocols and meeting schedules.

4. Support Service Personnel

(a) The Contractor shall make available to the Client a sufficient number of personnel for the provision of the Support Service (the "Support Service Personnel");

(b) The Contractor shall ensure that all Support Service Personnel are fluent in written and spoken English, are well trained, and have the requisite knowledge and experience of the Software Solution;

(c) The Contractor shall provide the Client with the name and contact details of the service delivery manager who will be responsible for the Contactor's ongoing delivery of the Software Solution ("Service Delivery Manager");

(d) The Contractor shall provide telephone and email support, at a minimum, for the provision of the Support Services during Normal Working Time. Additional support channels such as web chat and web portal shall also be provided;

(e) The functions of the Support Service Personnel shall include (but are not limited to):

(i) To receive, respond to, and update all Client requests for technical enquiries and Resolution of Incidents;

(ii) To carry out an initial analysis and impact assessment of each Incident;

(iii) To provide a unique Incident tracking identifier for each reported Incident;

(iv) To manage and monitor Incidents until Resolution is achieved, including continuously tracking Incidents and documenting details of each Incident, regularly updating the Incident's status on an issue tracking system;

(v) To inform the Client of actions being taken by the Contractor to resolve each Incident and the estimated Resolution time;

(vi) To resolve all Incidents logged by the Client;

(vii) To respond to general questions and queries;

(viii) To carry out periodic analyses of Incident activity;

(ix) In the delivery of the Support Service, maintain, and not cause a compromise to, the security of the Software Solution.

5. Process

(a) The Contractor shall have in place all management processes, which at a minimum must include the management processes set out in 5(b) below, in connection with the delivery of the Support Service to the Client. The Contractor shall deliver the Support Service in line with these management processes and shall make these processes available to the Client on commencement of the Services Contract.

(b) These management processes shall include (but not be limited to) the following:

- **Change and Release Management**, which means a process to ensure standardised methods and procedures are used for the efficient and prompt handling of all changes to the Software Solution, in order to minimise the impact of the change on Authorised Users;
- **Incident Management,** which means service restoration where part or all of the Software Solution was degraded or unavailable and the tracking of the origination, Resolution, and communication of all Incidents in an Incident tracking system;
- **Problem Management,** which means the prevention of Incidents where possible or the minimisation of the impact of Incidents where they cannot be prevented;
- **Root Cause Analysis,** which means diagnosing and analysing the root cause of all recurring Incidents, with the objective of identifying corrective or preventative measures, which once put into effect via a change will prevent the reoccurrence of such Incidents;
- **Availability**, **Capacity and Performance Management,** which means a process to ensure the availability and capacity of the Service to meet the demands of the Client;
- **Service Level Monitoring and Reporting,** which means monitoring and reporting on the delivery of the Solution;

Security Incident Response, which means responding to and investigating Incidents which can impact the confidentiality, integrity, or availability of data.

6. KPI: Service Levels

(a) The Contractor acknowledges and agrees that, following the Software Solution Go-Live Date, the Software Solution should be available for operational use by the Client 24/7.

(b) The Contractor will begin to measure Service Availability from the Go-Live Date. The Contractor shall promptly notify the Client of any abnormality or other problem (including service-level failures) with the Software Solution;

(c) As Data Ingestion, Auto-Validation & Storage will occur on a 24/7 basis, the Contractor will establish 24-hour monitoring & alerting on the Software Solution every day of the calendar year that auto-logs incidents. Any incident on these processes outside of Normal Working Time will be dealt with in accordance with the Incident Response Times table below.

(d) Planned Unavailability:

(i) The Contractor shall use appropriate techniques to ensure that periods when the Software Solution is Unavailable (including Planned Unavailability) are kept to the minimum and are agreed with the Contracting Authority ahead of time.

(ii) Subject to (i) above, the maximum duration of any one period of Planned Unavailability shall be 6 hours for general maintenance and 12 hours in the case of installation of Upgrades.

(iii) Subject to (i) above, the maximum total of all Planned Unavailability in a monthly measurement period shall be 48 hours and in an annual measurement period shall be no greater than 216 hours unless previously agreed in writing by the Client;

(iv) When Planned Unavailability is required, the Contractor will provide an early warning of planned maintenance with regular reminders. For example, notifications should be no later than five (5) days in advance of the Planned Unavailability.

(e) Unplanned Unavailability:

(i) Subject to (d) (i) above, the maximum duration of Unplanned Unavailability shall be 17 hours, 32 minutes per annum.

(ii) Unplanned Unavailability does not include Planned Unavailability, as described in this Service Level Agreement.

(iii) Unplanned Unavailability shall include unplanned maintenance (including emergency maintenance). When unplanned maintenance is required, the Contractor will provide as early as possible a warning of unplanned maintenance with regular reminders.

(iv) Unplanned Unavailability shall include unplanned service unavailability of any duration of time.

7. KPI: Incident Response Times

(a) The following table defines the minimum service timescales within which Incidents shall be dealt with and resolved by the Contractor. The priority for each Incident shall be specified by the Client when it reports the Incident and updated as soon as practicable after it becomes aware of any change in the priority of the Incident in question. The Contractor shall not downgrade the Priority assigned without prior agreement of the Client. Priorities for auto-generated incidents must be agreed upon configuration and implementation of the monitoring system and may be changed only with agreement of the Client;

Trouble	Priority	Target Response Time	Target Resolution Planning Time	Target Resolution Time
Critical Emergency	1	Business Hours: 15 minutes Out of Hours: 3hrs	Business Hours: 2hrs Out of Hours: 4hrs	Business Hours: 3.5hrs Out of Hours: 5hrs
Urgent	2	Business Hours: 1hrs Out of Hours: 5hrs	Agreed at Response Time	Agreed at Resolution Planning Time
Normal	3	Business Hours: 4hrs Out of Hours: 10hrs	Agreed at Response Time	Agreed at Resolution Planning Time
Low Priority	4	Business Hours:		

		8hrs Out of Hours: 24hrs	Agreed at Response Time	Agreed at Resolution Planning Time

(b) Response and Resolution times will be evidenced in accordance with the Incident tracking system;

(c) Resolution times shall not include any period of time identified as Unavailability Time

(d) A protocol for dealing with Priority 1 Incidents shall be defined by the Contractor and will, at a minimum, include the appointment of an Incident manager, the establishment of a conference call for all updates and a list of the key contacts who need to be regularly updated;

(e) Where it becomes evident that the Response and Resolution of a Priority 1 Incident will take place outside Normal Working Time (e.g. Incident reported at end of a working day or end of a working week, or prior to a public holiday), the Contractor shall ensure that sufficient Support Service Personnel are available to carry out the necessary Resolution of these Incidents within 4 hours regardless of Normal Working Time;

(f) Where a full restoration of a backup copy of the Software Solution (or a portion of it) is required to restore service then the following service levels will apply:

Objective	Requirement
Recovery Time	Within 4 Hours
Recovery Point	No more than 2 hour of data lost

8. Management and Resolution of Incidents

The Contractor shall respond to and resolve all Incidents within the Response Times set out at clause 7(a) above.

(a) Every effort shall be made by the Contractor to resolve each Incident at, or as soon as possible after, the first point of contact;

(b) The Contractor shall ensure that the Support Service Personnel use an issue tracking system to maintain a comprehensive record of all Incidents, including the Priority of each Incident and the actions taken to achieve their Resolution;

(c) Incidents may be communicated by either telephone or electronic mail or other means agreed between the Parties, however all Incidents must be recorded and logged in the issue tracking system;

9. Escalation Process for Incidents

(a) Once a Software Solution failure is detected (an Incident), the Client will report the Incident to the Contractor.
(b) If the Incident is not responded to within the stated timescales, as set out in the table at 7(a) above, the escalation process is followed.
(c) The Contractor may provide the Client with service monitoring capabilities but must, in any event, provide alerts to the Client when Software Solution Incidents of which they are aware occur.
(d) In the first instance the Client will escalate the Incident to the Contractor's nominated point of escalation who will be responsible for managing the escalation to ensure that the Incident is dealt with appropriately and in accordance with the terms of the Services Contract.
(e) The Contractor will resolve the Incident at, or as soon as possible after, the first point of contact. The Contractor's nominated point of escalation will work with the Client to develop an action plan and allocate the appropriate Support Services Personnel to resolve the Incident. If the Incident continues to remain unresolved, the Client may contact the nominated point of escalation to review the Incident and request that it is escalated to the next level within the Contractor organisation as required, up and until the Incident is brought to the attention of the Contractor's most senior personnel.

10. Remedies

Service Credits
The Service Availability Rate shall be assessed on a monthly basis by reference to the Service Reports defined in clause 11 below. At the end of each month, in the event that the Service Availability Rate has fallen below the levels specified in the following matrix, the Client shall be entitled to, and the Contractor shall provide to the Client, Service Credits in accordance with the following matrix;

Target Service Availability Rate	% Monthly Availability	Service Credits
99.8% or greater	Less than 99.8% but equal or greater than 98%	5% of pro-rated monthly costs
	Less than 98%	10% of pro-rated monthly costs

Service Availability is measured using the Contractor's automated systems, over each calendar month. If the service availability target drops below the 99.8% threshold, a remedy will be applied in the form of a credit for the Client. Service Credits are given to the Client as a credit against future payments.

The Service Availability Rate will be calculated using the Service Availability Rate formula as set out in Section '1. Definitions' of this Service Level Agreement.

For the avoidance of doubt, if multiple remedies apply in any given month, the Client will be entitled to exercise all related rights and to receive the sum of all remedies that apply.

Contract Review

(a) If Service Availability targets are breached for 2 consecutive months or 3 months out of six, the Client may require a formal escalation/review;

(b) As part of the formal escalation review, the Contractor will submit a complete root cause analysis and an associated service performance improvement plan (SPIP). The Client reserves the right to accept or reject the proposed SPIP before proceeding further;

(c) If a formal escalation / review (in accordance with (a) above) occurs on three occasions in an 18-month period, the Client reserves the right to terminate the Agreement in accordance with the provisions of Clause 9, Schedule A: Terms and Conditions of the Services Contract.

11. Service Reports

(a) Throughout the Term of the Services Contract, the Contractor shall provide the Client with reports which shall be used to monitor performance of the Contractor under this Service Level Agreement on an ongoing basis (“Service Reports”). Service Reports and/or announcements may be made available in a service status portal. The Contractor shall propose appropriate key performance indicators (KPIs) in addition to those set out below (such as ITIL or equivalent metrics). KPIs, reports and report formats shall be agreed between the Contracting Authority and the Successful tenderer.

Area	KPI
Incident Management	Number of repeated Incidents
Incident Management	Number of Escalations
Incident Management	Number of Incidents
Incident Management	Incident Resolution Time
Incident Management	Resolution within SLA
Problem Management	Number of Problems
Problem Management	Number of unresolved Problems
Availability Rate	Service Availability of 99.8%

Key reports which shall be delivered by the Contractor shall include monthly activity and performance reports of all Incidents which must be supplied to the Client (unless otherwise agreed between the Parties) no later than the 10th working day after the end of each month.

The monthly reports shall include, but not be limited to, the following:

Resolution of Incidents

- Availability of the Software Solution for the reporting period based on an analysis of Incidents logged, Unplanned Unavailability and Planned Unavailability;
- Performance of the Software Solution for the reporting period including details of any critical Incidents or repetitive non-critical Incidents noted in the Software Solution.
- Root Cause Analyses

The costs of producing these reports shall be in accordance with the Support and Maintenance costs included in the Charges.

Schedule E: Acceptance and Approval Procedure

References to "in writing" and "written" in this Schedule E include communication by email

ACHIEVEMENT OF KEY MILESTONES

The Parties agree the following approach for the achievement of Key Milestones.

1. A schedule of Deliverables for each Key Milestone is included within the Detailed Project Plan.

2. On completion of each Deliverable, the Contractor shall submit the Deliverable to the Client for approval within fourteen (14) calendar days. If the Client does not respond to the Contractor within thirty (30) calendar days of submission of the Deliverable by the Contractor, then the Deliverable shall be deemed to have been achieved.

3. If the Client expressly approves the Deliverable in writing, then it shall be deemed to have been achieved.

4. If the Client rejects the Deliverable in writing, then it shall be deemed not to have been achieved, and the Client shall provide a comprehensive and detailed list of issues to be remedied by the Contractor within 30 days of the written rejection.

5. When the Contractor has completed the required remedies to address the list of issues, then it shall re-submit the Deliverable for approval in accordance with steps 2. 3 and 4 above, following which the Client shall review only the resolution of the issues identified (provided that all other aspects of the Deliverable remain unchanged). The Client reserves the right to determine for itself that no other aspects of the Deliverable have been affected and may review the entire Deliverable if it deems this to be necessary.

6. If the Client expressly approves in writing the satisfactory resolution of the issue(s) identified from its initial review, then the Deliverable shall be deemed to have been achieved. If the Client rejects in writing the satisfactory resolution of the issue(s) identified in its initial review, then the Deliverable will be deemed not to have been achieved, and step 5 shall be repeated.

7. If the Deliverable has not been accepted after the third attempt, then the Client shall be entitled to accept such Deliverable subject to a proportionate abatement of any Charges relating to such Deliverable, such abatement to be an amount as agreed in writing between the Parties or alternatively Step 6 above shall be repeated.

8. The Contractor may submit an invoice for a Key Milestone based payment where all Deliverables relating to the relevant Key Milestone have been achieved in accordance with the provisions of this Schedule E and a Key Milestone Achievement Report (and, where applicable, a Testing Achievement Report) has/have been issued by the Client showing no outstanding issues for remedy.

Key Milestone Achievement Report to be sent, for **ALL achieved and unachieved Milestones**, via email from the Client representative to the Contractor representative as set out under "ACHIEVEMENT OF KEY MILESTONES" above.

KEY MILESTONE ACHIEVEMENT REPORT	
Contract Reference and Name	
Milestone Reference	
Milestone Description	
Details of Deliverables Achieved	1. Deliverable 1 2. Deliverable 2
Details of Deliverable NOT Achieved	1. Deliverable 3 2. Deliverable 4
Details of Issues Requiring Remedy	1. Issue 1 2. Issue 2
Milestone is Achieved?	Yes/No
Date	

TESTING

1. Testing shall be carried out in accordance with the Client's testing strategy and the test plan ("Test Plan") will be agreed between the Contractor and the Client three months in advance of commencing the required test cycle, unless otherwise agreed between the Parties.

2. This Schedule E shall be updated to include the Test Plan once it is agreed by the Parties.

3. The procedure for acceptance testing by the Client ("Acceptance Testing") is as follows;
   i) The Contractor shall give the Client not less than fourteen (14) days' notice that a Deliverable is ready for Acceptance Testing and shall submit the Deliverable for Acceptance Testing in accordance with the timeframes set out in the Test Plan.
   ii) If a Deliverable has, in the opinion of the Client met the entry and exit test criteria the Client shall issue an end of test cycle completion report ("Testing Achievement Report") in respect of that Deliverable to the Contractor.
   iii) If any Deliverable has, in the opinion of the Client, failed to meet the test criteria applicable to that Deliverable then the Contractor shall, without prejudice to any other rights or remedies available to the Client, forthwith rectify free of charge such defects in the Deliverable and in sufficient time to make possible the repetition of the tests within twenty one (21) calendar days of the date of failure (or such later date as the Parties may agree) (the "First Repeat Tests").
   iv) If any Deliverable fails the First Repeat Tests, the Client may, without prejudice to any other rights or remedies available to the Client, at its option:
      (a) require the Contractor by written notice to rectify forthwith free of charge such defects in the Deliverable to enable the Deliverable to pass repeat tests ("Second Repeat Tests"). The Second Repeat Tests shall be carried out within fourteen (14) calendar days of the date of failure of the First Repeat Test.
      (b) If the Contractor has not remedied the Defect by the fourteenth (14th) calendar day after the First Repeat Tests or if the Deliverable fails the Second Repeat Tests, the Client shall be entitled to exercise any of the following.
         - fix a new date for carrying out further repeat tests on the same terms and conditions as the Second Repeat Tests; and/or
         - accept such tests subject to a proportionate abatement of any Charges relating to such Deliverable such abatement to be agreed in writing between the Parties; and/or
         - terminate this Agreement with immediate effect by written notice and receive a full refund of all and any Charges paid under this Agreement.

4. The Parties hereby agree:
   i) that the timeframes for the completion of the successful tests may be amended by the Client where it deems it appropriate having regards to the complexity of testing and / or defects in the Deliverables (or any of them); and
   ii) to provide each other with all such assistance and advice as is reasonable in connection with the tests to be carried out pursuant to this Schedule E with a view to ensuring that the Deliverables pass the tests.

Testing Achievement Report to be sent, for **ALL tests meeting and NOT meeting** the relevant entry and/or exit criteria, via email from the Client representative to the Contractor representative as set out under "TESTING" above.

TESTING ACHIEVEMENT REPORT	
Contract Reference and Name	
Test Event Reference	
Test event Description	
Details of Deliverables Meeting Test Criteria	3. Deliverable 1 4. Deliverable 2
Details of Deliverable NOT Meeting Test Criteria	3. Deliverable 3 4. Deliverable 4
Details of Defects Requiring Remedy	3. Defect 1 4. Defect 2
Test Criteria are Met?	Yes/No
Date	

Schedule F: Key Personnel

[Details of Key Personnel to be included here.]

Key Personnel

In accordance with Schedule A, Clause 2, the table below lists the Key Personnel. This Schedule may be updated from time to time, as mutually agreed by the Parties in writing. The Contractor shall be responsible for ensuring that the list of Key Personnel is kept up-to-date and is promptly re-issued to the Client upon any mutually agreed changes being made to the list.

Role	Responsibilities	Duration of Role	Name	Appointment Date

Schedule G: Detailed Project Plan

[Detailed Project Plan to be agreed between the Parties based on the successful tenderer's response to requirement [-] and inserted here within 3 months of contract award.]

The detailed project plan must conform materially, within reason, to the plan submitted in response to [-]]

Schedule H: Cyber Security Plan

[Cyber Security Plan to be agreed between the Parties based on the Successful Tenderer's response to [-] and inserted here within 3 months of contract award.

The detailed Cyber Security Plan must conform materially, within reason, to the response to [-]]

Schedule I: Disaster Recovery and Business Continuity

[DRBC Plan to be agreed between the Parties based on the Successful Tenderer's response to requirement [-] and inserted here within 3 months of contract award]

Schedule J: Insurance and Insurance Certificates

[To be inserted by the Client when completing the contract]

Schedule K: Data Protection

Processing, Personal Data and Data Subjects

- **Processing by the Contractor**

    - **Subject matter of processing**

All information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to their employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under the Agreement which relates to an identified or identifiable natural person;

    - **Nature of processing**

The nature of the processing shall be to provide the Services pursuant to this Agreement.

Purpose of processing

To allow the Contractor to provide the services under the Agreement. The processing is necessary to enable the Client to develop the new Software Solution and ensure Ireland is compliant with EU Legislation 2019/1239

    - **Duration of the processing**
      The Term of the Agreement (including any extensions to the Term of the Agreement).

- **Types of personal data**

- Declarant Information:
    - EORI number, Name, Role (Eg Shipping agent), Communication Details (Email, Phone), Address,
- Passenger & Crew Information;
    - Name, Address, DOB, Nationality, gender, Passport/ID Number, Health Status (Declaration of health done on exception basis), Special Care & Assistance Description, Travel Visa Document ID, Communication details (Email & Phone), Residence Permit Document ID

- **Categories of data subject**

- Declarants
    - Owners of vessels
    - Masters of the vessel (Ship Captains)
    - Shipping operators & Agents (Companies who submit maritime declarations on behalf of the above)

- Ship crew & passengers
    - Crew members on various vessels and journeys
    - Passengers, primarily on passenger cruise ships

- National Authorities and Companies
    - Customs & Border control
    - Port Authorities
    - Health Service Executive
    - An Garda Siochana

- **Approved third party processors**

[DETAILS OF APPROVED THIRD-PARTY PROCESSORS TO BE AGREED BETWEEN THE PARTIES AND LISTED HERE, IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT]

Schedule L: Exit Management

1 Introduction

1.0 This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve an orderly transition of Services without any undue disruption to the Services, and which shall form the basis of the Exit Management Plan.

1.1 The Contractor shall be responsible for the overall management of the exit and service transfer arrangements and shall cooperate with the Client and/or with any Replacement Contractor(s) to facilitate the orderly transfer of the Services (in whole or in part).

2 Exit Management Plan

2.0 Following a request in writing from the Client, the Contractor shall, within a timeframe specified in writing by the Client, deliver to the Client the proposed Exit Management Plan which sets out the Contractor's proposed methodology for an exit with the objective of achieving an orderly transition of the Services from the Contractor to the Client and/or to a Replacement Contractor(s) (if any), on termination of this Agreement (in whole or in part). The Client may accept the proposed Exit Management Plan or reject the proposed Exit Management Plan.

2.1 The proposed Exit Management Plan produced by the Contractor must contain sufficient information and detail of all activities required to enable the orderly transfer of the Services to the Client and/or to the Replacement Contractor(s).

In the event that the Client rejects the proposed Exit Management Plan then, in that event, the Client will set out in writing the reasons for such rejection and specify such reasonable changes required to the proposed Exit Management Plan.

2.2 The Contractor shall amend the Exit Management Plan, to reflect the reasonable changes requested by the Client, for resubmission to the Client for further consideration and, if acceptable to the Client, approval. This process shall continue until such time as the Client has confirmed in writing that it is satisfied with the proposed Exit Management Plan prepared by the Contractor.

2.3 If the Parties are unable to agree the contents of any Exit Management Plan, then that Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.4 **Annex 1** to this Schedule is indicative of the matters to be included in the Exit Management Plan. The Client reserves the right to require such additional information, if considered necessary, in order to ensure the orderly transition of the Services.
(a)

2.5 The Exit Management Services to be performed by the Contractor may include, if requested by the Client, the following:

(a) the provision of the Services in parallel to the Client and/or to a Replacement Contractor(s) (if any);

(b) cooperating with the Client and/or Replacement Contractor(s) in developing any required interfaces; and

(c) such other services as shall be necessary or appropriate to facilitate, without material or extended interruption to the Services, the orderly transition of the Services to the Client and/or any Replacement Contractor(s).

2.6 If no Exit Management Plan has yet been agreed to or such plan requires updating at the time of the Exit Assistance Start Date, then the Parties shall work together in good faith to agree and/or update the Exit Management Plan as soon as practicable, setting out the timing and scope of Exit Management Services required by the Client.

1.1.1

2.7 Upon the commencement of the Exit Assistance Period the Parties will implement the Exit Management Plan.

2.8 In the event of any conflict or inconsistency between this Schedule and the applicable Exit Management Plan, then this Schedule shall apply unless both Parties agree in writing to proceed in accordance with the conflicting or inconsistent part of the Exit Management Plan.

3 Exit Management Services

Appointment of an Exit Manager

3.0 Upon commencement of the Exit Assistance Period, each Party shall appoint a member of staff who is appropriately skilled, knowledgeable, and experienced to handle the respective obligations under this Schedule and in the Exit Management Plan (**"Exit Manager"**) and promptly provide written notification of such appointment to the other Party. The notification provided by the Contractor pursuant to this paragraph shall include details of the relevant background and skills of the Contractor's Exit Manager. The Contractor's Exit Manager shall be responsible for ensuring that the Personnel comply with the provisions of this Schedule and the Exit Management Plan.

3.1 The Contractor shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in this Schedule.

3.2 The Parties' Exit Managers shall:

(a) liaise with one another in relation to all issues relevant to the termination of this Agreement, and all matters connected with this Schedule and each Party's compliance with it; and

(b) meet on a regular basis and as directed by Client to discuss each Parties' performance of its obligations under this Schedule and the Exit Management Plan.

3.3

Knowledge Transfer

3.4 The Contractor shall transfer all necessary knowledge reasonably required for the supply of the Services to the Client and/or to any Replacement Contractor(s), which may, as appropriate, include:

(a) permitting the Client and/or Replacement Contractor(s) (if any) to participate in workshops, meetings, and "hands-on" activities, where requested by the Client;

(b) providing the Client and/or Replacement Contractor(s) (if any) with information about the Services that are necessary to implement the Exit Management Plan;

(c) providing the Client and/or Replacement Contractor(s) (if any) with information about the Services as necessary for the client and/or Replacement Contractor(s) to assume responsibility for the Replacement Services in an orderly manner so as to minimise disruption to the operations of the Client;

(d) permitting the Client and/or Replacement Contractor(s) (if any) to bring laptops and recording devices to, and use other equipment and connectivity at the Contractor premises to facilitate knowledge transfer;

(e) providing training to any Client and/or Replacement Contractor(s) personnels) personnel in the performance of those Services that are to be transferred, where requested by the Client;

(f) permitting the Client and/or Replacement Contractor(s) (if any) to assign Personnel to work with appropriate members of the Contractor's Personnel to facilitate knowledge transfer from the Contractor to the Client and/or to the Replacement Contractor(s); and

(g) providing access to Personnel who are involved in the delivery of the Services to the Client.

(h)

Continued Provision of Services

3.5 Unless specified otherwise by the Client, in addition to providing the Exit Management Services, throughout the Exit Assistance Period, the Contractor shall continue to provide the Services up until the date of their actual transfer to the Client and/or to the Replacement Contractor(s) in accordance with the terms of this Agreement.

3.6 The Client shall continue to pay the relevant Charges in respect of such Services which the Contractor continues to deliver to the Client, and the Contractor shall refund to the Client any amount which it may have been paid in advance in respect of those Services that the Client has not requested the Contractor to continue to provide during the Exit Assistance Period (if any).

3.7 The Contractor shall have no right to withhold or limit any of the Services or Exit Management Services on the basis of any alleged breach of this Agreement by the Client.

Cooperation

3.8 The Contractor and the Client acknowledge and agree that their mutual cooperation is important to an effective transition of the Services provided by the Contractor to the Client and/or to a Replacement Contractor(s). Subject to the Client and/or any Replacement

Contractor(s) entering into reasonable written confidentiality undertakings with the Contractor, the Contractor shall:

(a) provide all reasonable assistance to the Client and any Replacement Contractor(s);

(b) meet with the Client as soon as practicable after a notice of termination or notice of a decision not to extend this Agreement;

(c) use all reasonable endeavours to assist the Client and/or the Replacement Contractor(s) in effecting a transition of the Services, in accordance with Good Industry Practice and the Contractor's best practices, to the Client and/or the Replacement Contractor(s), including:

(i) enabling access to any information held by the Contractor regarding the Services; and

(ii) permitting the Client and/or the Replacement Contractor(s) to have reasonable access to the Contractor premises, as may be required for the purpose of conducting reasonable due diligence in relation to the scoping of the Replacement Services; and

(iii) providing the number and types of resources necessary to complete the transition of Services in accordance with the Exit Management Plan and/or this Schedule.

3.9 The Client shall ensure that the Client and/or any Replacement Contractor(s) complies with the Contractor's reasonable directions and rules if granted access to the Contractor's premises in order to carry out any activities in connection with the transition of the Services. In no event shall the Replacement Contractor(s) be entitled to access records, data, secure areas of the Contractor's premises, or other materials that are not related to the Services.

Transferring Contracts

3.10 The Contractor must seek the Client's consent prior to entering into any contract for the procurement of any goods or services which are wholly or substantially used in the supply of the Services from any third party (**"Dedicated Third Party Contracts"**) and whose contractual terms do not permit novation or assignment to a Replacement Contractor(s) upon termination of any Services.

3.11 The Client shall have the option to require the novation of each Dedicated Third-Party Contract (whose terms permit its novation) (**"Transferring Contract"**) to a Replacement Contractor(s). As one of the activities to be undertaken pursuant to the Exit Management Plan, the Contractor shall promptly provide the Client with a list of potential Transferring Contracts, together with such accompanying information as may be relevant or as the Client may reasonably require. If the Client elects to request the novation of any Transferring Contracts, it may serve notice(s) upon the Contractor, identifying which Transferring Contracts it wishes to have novated to a Replacement Contractor and the Contractor shall promptly do all such things as may be reasonably required to novate such Transferring Contracts at no additional cost to the Client.

3.12 The Contractor shall indemnify and hold harmless the Client and any other Replacement Contractor(s) against all liabilities, losses, damages, claims, demands, actions, costs, regulatory fines, penalties or awards and expenses (including legal expenses) which the Client and/or any other Replacement Contractor(s) suffers or incurs as a result of any claim under any Transferring Contract, arising, or alleged to arise, from any act or omission made prior to the effective date of the assignment of such Transferring Contract.

3.13 In respect of any Dedicated Third Party Contracts which the Client chooses not to novate pursuant to paragraph 3.11 or which do not permit novation under paragraph 3.10 but which the Client continues to require the benefit of until the end of the Exit Assistance Period, the Contractor shall continue to provide such goods or services under this Agreement and the Client shall pay an equitable portion of the Charges related to such goods or services being continued.

Other provisions

3.14 Save as expressly stated otherwise, the Contractor shall perform its obligations set out in this Schedule and the Exit Management Plan at no cost to the Client.

Part 2 Annex 1 – Details of Exit Management Plan

The following is indicative of the matters to be included in the Exit Management Plan.

No.	Activity Description
1	**GENERAL**
1.1	Confirmation of activities to be conducted during the handover of Services from the Contractor to the Client and/or to a Replacement Contractor(s).
1.2	Any contingency measures in respect of delay or the inability of Replacement Contractor(s) to fulfil its obligations;
1.3	Measures to support the orderly transition of Services from the Contractor to the Client and/or to a Replacement Contractor(s).
2	**TECHNICAL**
2.1	Confirmation of technical details necessary to enable transfer of the Services to the Client and/or to a Replacement Contractor(s)...…
2.2	Arrangements for work shadowing and mirroring of the Contractor and training of the Client and/or Replacement Contractor(s).
3	**FINANCIAL**
3.1	Details of any relevant financial implications of termination of this Agreement, including details of any sums payable by the Client.
4	**SOFTWARE LICENCES AND SUPPORT CONTRACTS**
4.1	Confirmation of licensing and support arrangements for contracts to be transferred/extended.
5	**DATA, CONFIDENTIAL INFORMATION, DELIVERABLES AND OTHER DOCUMENTATION/MATERIALS**
5.1	Identification of Client Data and Confidential Information of the Client held by or on behalf of the Contractor and, as applicable, transfer (to the Client and/or to the Replacement Contractor(s)) or destruction dates.
5.2	Identification of Deliverables held by or on behalf of the Contractor and the transfer (to the Client and/or to the Replacement Contractor(s)) dates.
5.3	Identification of documentation and any other materials held by the Contractor and, as applicable, transfer (to the Client and/or to the Replacement Contractor(s)) or destruction dates.
5.4	Knowledge transfer and hand over requirements, including any applicable timetable.

5.5	Data gathering and migration requirements and timetable.
5.6	Deletion of all data within a period to be agreed between the Parties. Such deletion to be certified and/or evidenced by the Contractor.
6	**KEY PERSONNEL**
6.1	Identification and availability of the Key Personnel to manage the orderly transition of the Services to the Client and/or to the Replacement Contractor(s).

Schedule M: Software Licence Agreement

Appendix 5: Acronyms and Definitions

Term	Definition
EMSWe	European Maritime Single Window environment
MNSW	Maritime National Single Window
Software Solution	Ireland's National implementation of EMSWe
RFT	Request for Tender
RFI	Request for Information
BR	Business Requirements
TR	Technical Requirements
Contracting Authority	Department of Transport
MSO	Marine Survey Office - The division within the DoT responsible for delivering this project
Digital Hub	The technology division within the Contracting Authority
IRCG	Irish Coast Guard
OGCIO	Office of the Government Chief Information Officer
OGP	Office of Government Procurement (OGP)
eTenders	Ireland's national electronic tendering platform
EMSA	European Maritime Safety Agency
EU / EC	European Union / Commission
MIG	Message Implementation Guide
SSN	Safe Sea Net
SSI	Safe Seas Ireland
RIM	Reporting Interface Module
URAM	User Registry and Access Management
CAS	Common Addressing Service
ESD	European Shipping Database
CLD	Common Location Database
CHD	European Common Hazmat Database
eIDAS	Electronic Identification, Authentication and Trust Services

NIMS	National Import Manifest System (Within Irish Customs (Revenue)
PoUS	Proof of Union Status (European Customs System)
MPEI, BF	Maritime-PoUS Exchange Information, Business Flow (The middleware component of PoUS)
EORI	Economic Operators Registration and Identification number
GUI	Graphical User Interface
RBAC	Role Based Access Control
IAM	Identity and Access Management
AIS	Automatic identification System
GDPR	General Data Protection Regulation
IMO	International Maritime Organisation
API	Application Program Interface
U2S	User to System
UCC	Union Customs Code
UN/LOCODE	United Nations Code for Trade and transport Locations
MMSI	Maritime Mobile Service Identity

Definition for each component in the diagram located in Part 4

Term	Definition
Software Solution (MNSW)	Ireland's National implementation of the European Maritime Single Window environment (EMSWe)
Declarant	The declarant is any natural or legal person who is subject to reporting obligations or any duly authorised natural or legal person acting on that person's behalf within the limits of the relevant reporting obligation.
Sender	The Sender is a legal entity operating the Software sending and receiving electronic messages to the MNSW via the harmonised RIM. That legal entity can be a declarant, or a data service provider as defined in Article 2 of the EMSWe Regulation (Regulation (EU) 2019/1239).
Graphical User Interface	A web interface for two-way web-based user-to-system data submission to a MNSW. It allows declarants to enter data manually.

(GUI)	Alternatively, declarants may use excel spreadsheets which are provided in a standard format to submit their formalities.
Identity Access Management (IAM System)	a trusted system that creates, maintains, and manages digital identities for users, while providing authentication services to applications and systems. To support user/application/system authentication a national specific Identity Provider (IdP) will need to be delivered as part of the Software Solution.
eIDAS	The EMSWe User Registry and access management system should ensure that declarants who have the need to operate in various MNSW can authenticate themselves using a single registration with EU level recognition. Such registration should be done through the existing EU eIDAS registry with federated user management
MNSW Core	MNSW core' means a MNSW technical component with which the reporting interface module is integrated. In addition to supporting the RIM, this component will provide support to the GUI for processing of formalities. The MNSW Core is the technical orchestration system for: •validating and processing formality data •exchanging formalities with relevant Authorities •interfacing and managing data exchange with central databases •making formality responses available to the GUI •implementing national requirements
Automatic Identification System (AIS)	AIS is a maritime broadcast system, based on the transmission of very high frequency radio signals. Ships send reports with ship identification, position, and course details. On the Software Solution's GUI, the AIS ship positioning data will be used to populate the location of ships on a Geographical Information System (GIS) map view. The AIS positioning data for ships is also used to automatically generate the Actual time of Arrival (ATA) and Actual time of Departure (ATD) formalities (refer to MIG) when vessels arrive into Irish ports. The Irish Coast Guard currently collects the broadcasted ship AIS data. An interface will need to be supported by the Software Solution platform to process the AIS data from the Coast Guard.
Reporting Interface Module (RIM)	The RIM is a middleware component of the MNSW through which information can be exchanged between the information system used by the declarant and the relevant MNSW. The RIM is developed by and maintained by EMSA, a RIM will need to be configured and hosted within the Software Solution. Refer to RIM Documentation for supporting documentation on hosting options and configuration.

User Registry and Access Management (URAM)	The URAM provides the authentication needs for System to System (S2S) communications with RIM interactions. The URAM will be developed, maintained, and hosted by EMSA. Refer to the URAM Documentation for further technical details.
CAS	CAS is an additional voluntary service for declarants for initiating direct system-to-system data connections between the system of a declarant and the harmonised reporting interface module of the respective maritime National Single Window
Central Databases	There are three databases that are EMSA centrally managed for the EMSWe: The ship database (ESD), The common location database (CLD), and the common hazmat database (CHD). The Data in all the 3 Databases is used to support the processing of the formalities within each member state's MNSW. These central databases will be hosted and maintained by EMSA. These three databases will need to be replicated within the Software Solution and the underlying data kept in synchronisation with the equivalent centrally managed databases. See EMSWe Database System Interface guide for how national platforms should access and synchronise this data.
PoUS	The Proof of Union Status (PoUS) system is a trans-European electronic system designed to prove the customs status of goods within the European Union. It replaces the traditional paper-based procedures with electronic documentation, ensuring a standardised exchange of administrative information between economic operators and customs authorities.
National Authorities	The Various arms of the Irish state that will connect to the Software Solution via System to System • **Port Authorities:** The Various Port organisation across the Republic of Ireland. • **Customs (Revenue):** Irelands Customs and Revenue authorities who play a crucial role in managing and regulating the flow of goods and services across the border. • **NIMS:** National Intelligence Management System within Irish Revenue

SafeSea Net (SSN)	Any relevant data elements of the EMSWe data set received in accordance with this Regulation shall be made available to other MNSWs via SSN. SSN is hosted and maintained by EMSA. SSN is a vessel traffic monitoring and information system, established to enhance maritime safety, security, environment protection and efficiency of maritime traffic and maritime transport. It has been set up as a network for maritime data exchange, linking together maritime Authorities from across Europe. It enables European Union Member States, Norway, and Iceland, to provide and receive information on ships, ship movements, and hazardous cargoes. For more details on SSN please refer to EMSA SSN. Currently, SSI exchanges the messages listed below with SSN. It is envisaged that the same level of messaging will also be supported by the Software Solution platform. Refer to SSN XML Messaging Reference guide for more technical details on the SSN messaging system. •Port Plus Notifications Notifications sent by SSI to SSN when creating/updating Pre-Arrival or Departures. •SSN Receipt Sent by SSN as a confirmation message to SSI in response to Port Plus Notification message. •Ship Call Requests Sent By SSN to SSI to get additional data. •Ship Call Response Sent by SSI to SSN in response to a Ship Call Request made by SSN.

Appendix 6: Timelines and Project Plan

This section is created for tenderers to append their project plan to indicate timelines, as per **PR QA 1.1a**.

Refer to the **Supporting Documents – Timelines and Project Plan - Plan on a Page** to assist tenderers, however tenderers may supply their own document/template if they wish to do so.

Appendix 7: Project Team - CV templates

Tenderers must download the CV templates within the Supporting Documents folder and complete as part of the Qualitative Assessment **PR QA 1.8a**. Tenderers must return CVs for those resources that they are proposing for the roles as part of this project. Specifically, each candidate must have a minimum of **three years** of professional experience in their respective roles. This requirement is essential to guarantee that all personnel involved have the expertise and practical knowledge to effectively contribute to the project. The appended CV templates below correspond to the roles outlined in the Rate Card section of the Pricing Schedule.

Two-Pages Maximum: Please ensure each CV is limited to two pages. The CV should highlight the candidate's relevant knowledge and experience with applicable technologies in similar environments. Focus should be given on key skills, certifications, and notable projects that align with the requirements of the role. As per the Award Criteria, marks will be awarded for quality and relevance of returned CVs.

Appendix 8: Accessing WebGate and European Commission documentation

As referenced throughout this document, tenderers are expected to create an account and register for 'WebGate.' This is the portal where the European Commission host their documentation, implementing guides, and technical components relating to several items that will be implemented in the Software Solution. This portal will host a large amount of reference material that tenderers will be expected to access and read as part of the analysis of requirements.

To get an EU login account, please follow the instructions provided in the EU Login Tutorial: (https://ec.europa.eu/eurostat/documents/203647/771732/EU_Login_Tutorial).

Appendix 9: EMSWe formality mappings.

Please refer to **Appendix 9 – EMSWe Formality Mappings** for **Customs and SSN Mappings**. The mapping files should be used as reference by the tenderers to translate the received formalities (MIG Format) to the corresponding TAXUD (Customs) messages or to Port Plus Notifications (SSN). Further information about this is provided in **Part 4: Section 3: Technical Requirements** of this RFT.

Appendix 10: Previous Experience

PREVIOUS PROJECT/CONTRACT	
Name of Project/Contract	Click here and insert the name of project or matter on which you delivered service
Client/Contracting Authority	Click here and insert the name of the client or contracting authority
Name of Client Referee	Click here and insert name
Address of Client Referee	Click here and insert address
Telephone of Client Referee	Click here and insert telephone number
Email Address of Client **Referee**	Click here and insert email address
Contract Value excluding Vat	Click here and insert the total value charged
Contract Duration **(Start/Finish)**	Click here and insert the start date and finish date of the project/contract
Details of any Subcontractors used	Click here and insert details
Value of work subcontracted	Click here and insert details
Comparability Narrative	Click below and insert a narrative in no more than 2 A4 pages that outlines the extent to which you feel the services provided met the requirements as set out above. Responses that exceed page count will only have prescribed number of pages evaluated. Pages more than the maximum response length will not be evaluated.

Please click here and provide your response in the space provided below.

End of Document

Appendix 11 Confidentiality Agreement

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

The Minister of Transport, of Leeson Lane, Dublin 02, D02, TR60 (hereinafter “the Contracting Authority”) of the one part;
and

[Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

WHEREAS

A. By Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Services described in Appendix 1 to the RFT (the “Services”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].
The Contractor has been identified as the preferred bidder in the Competition.

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

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

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.

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

    ii. any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data

and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:
   i. to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
   ii. not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
       i. to those employees, agents, Subcontractors, and other suppliers on a need-to-know basis; and/or
       ii. to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

   PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:
   i. in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or
   ii. which is or becomes public knowledge other than by breach of this clause; or
   iii. Is independently developed by the Contractor without access to or use of the Confidential Information; or
   iv. Is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

   6.1 to comply with all directions of the Contracting Authority regarding the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

   6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

   6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.

8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.

9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.

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

11.

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

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

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

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

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

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

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

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller, and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature, and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data: -

1. process that Personal Data only on the written instructions of the Contracting Authority.

2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
ii. the data subject has enforceable rights and effective legal remedies;
iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Contacting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit, or review.

J. The Contractor shall fully comply with and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contacting Authority or the Contracting Authority's designated auditor.

L. The Contractor shall: -

1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;

2. ensure that a back-up copy of any and all such Personal Data is made daily, and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

M. The Contracting Authority consents to the Contractor appointing Microsoft as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 as between the Contracting Authority and the Contractor. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

N. Save for clauses 11B, 11C, 11D (4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

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

Schedule A for the Confidentiality Agreement: Data Protection

Processing, Personal Data and Data Subjects

4. ***Processing by the Contractor***

4.1 Subject matter of processing

All information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to their employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under the Agreement which relates to an identified or identifiable natural person;

These clauses authorise the winning tenderer of this RFT, where necessary in order to deliver the project, need to access personal data in order to;

- Design, develop and built the new FINOG Software
- Testing of the Software at any and all stages of the project life cycle
- Any migration of data from an old system/database to a new system/database
- Provide support and maintenance services to the new system

4.2 Nature of processing

The nature of the processing shall be to provide the professional services pursuant to this agreement. In accordance with **Article 4(2) of the General Data Protection Regulation (GDPR)**, *"processing"* is defined as: any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means. This processing will include activities such as collection, recording, storage, retrieval, use, disclosure by transmission, and erasure, in line with Article 4(2) of the GDPR

4.3 Purpose of processing

To allow the Contractor to provide the services under the Agreement and contract. The processing is necessary to enable the Department to develop the new FINOG Software and ensure Ireland is compliant with EU Legislation 2019/1239

4.4 Duration of the processing

The Term of the Agreement. The duration of the processing shall remain valid for the duration of the contract (the Department of Transport may extend the contract)

5 Types of personal data

- Declarant Information:
  - EORI number, Name, Role (Eg Shipping agent), Communication Details (Email, Phone), Address,
- Passenger & Crew Information;
  - Name, DOB, Nationality, gender, Passport/ID Number, Health Status (Declaration of health done on exception basis), Special Care & Assistance Description, Travel Visa Document ID, Communication details (Email & Phone), Residence Permit Document ID

6. *Categories of data subject*

- Declarants
  - Owners of vessels
  - Masters of the vessel (Ship Captains)
  - Shipping operators & Agents (Companies who submit maritime declarations on behalf of the above)

- Ship crew & passengers
  - Crew members on various different vessels and journeys
  - Passengers, primarily on passenger cruise ships

- National Authorities and Companies
  - Customs & Border control
  - Port Authorities
  - Health Service Executive
  - An Garda Siochana