



NATIONAL TRANSPORT AUTHORITY

AND

[•]

Provision of Microsoft Teams Voice (One Teams Voice) Service

THIS AGREEMENT is made on [•] 20

BETWEEN:

- (1) **NATIONAL TRANSPORT AUTHORITY**, a statutory corporation established under the laws of Ireland pursuant to an Act of the Oireachtas, and having its principal office at Haymarket House, Smithfield, Dublin, D07 CF98, Ireland (**the “Authority”**); and
- (2) [•], a company incorporated under the laws of [•] with registration number [•] and having its registered office at [•] (**the “Supplier”**).

1. FORM OF CONTRACT

The form of contract between the Supplier and the Authority will be this agreement (including its Schedules), together with the original National Transport Authority Request for Tenders – Microsoft Teams Voice (One Teams Voice) Service (the **“Tender Brief”**), the written submission received from [•] in respect of Provision of Microsoft Teams Voice (One Teams Voice) Service (the **“Submission”**) and the agreed project costing outlined in the Submission (collectively referred to as the **“Agreement”**).

2. WHEREAS:

- a) The Authority carries on the business of carrying out its statutory remit relating to the Dublin Transport Authority Act, 2008 and the Public Transport Regulation Act, 2009 and requires the supply of the services set out in Schedule 1 and any services ancillary, incidental or necessary thereto (the **“Services”**);
- b) The Supplier is in the business of providing services of the type contemplated by the Agreement and has the necessary skill, knowledge, expertise and experience in the supply of the Services.
- c) The Authority desires to engage the Supplier to provide the Services and the Supplier has agreed to provide the Services subject to the terms and conditions hereinafter provided.

3. CONTINUANCE OF AGREEMENT:

This Agreement shall commence on the date hereof and, subject to earlier termination in accordance with its terms, the Agreement shall continue in full force and effect for a period of 5 Years from the date hereof.

4. OBLIGATIONS OF THE PARTIES:

- a) In consideration of the award of this Agreement, and the payment by the Authority of the charges to the Supplier in accordance with Clause 5 and Schedule 2, the Supplier agrees to supply the Services to the Authority in accordance with the terms of this Agreement.
- b) While this Agreement is in force the Supplier shall give the Authority such time and attention as may be necessary for the proper exercise of its duties under the Agreement.

- c) The Supplier will abide by and conform to such directions as are given by the Authority from time to time in relation to the provision of the Services to the Authority.
- d) The Supplier may (without the consent of the Authority) engage in any other business or act as a service provider or in any other capacity whatsoever for any company, firm or business, except where the Authority considers such activity may create a conflict of interest, in which case the Supplier may not undertake the activity without first obtaining the prior written consent of the Authority, not to be unreasonably withheld.
- e) The Supplier agrees to provide the Services in a timely manner, in accordance with the timeframes set out in Schedule 1 (if any). The Supplier shall co-operate with all the Authority personnel and any third parties involved in the provision of services to the Authority to the extent reasonably required to ensure that the Services are provided in accordance with the timeframes set out in the Schedule 1 (if any).

5. STATUS, TERMS AND PAYMENT:

- a) The Authority shall pay the Supplier in accordance with Schedule 2. The Supplier acknowledges that payments may be subject to retention provisions as set out in Schedule 2.
- b) Payment will be on foot of invoices submitted in accordance with Schedule 2 for work which has been completed by the Supplier and approved by the Authority and payment of any sums due will be on a net monthly account basis such that payment is made on the last business day of the month following the month of the invoice date provided the invoices are valid VAT invoices, undisputed by the Authority, and are correctly addressed.
- c) The Authority will be entitled to make deductions from the payments specified in this Agreement where it is required by law or the Authority is otherwise entitled to make such deductions. In particular, Professional Services Withholding Tax (PSWT) will be deducted at source as directed by the Revenue Commissioner from the Supplier's payment and remitted to the Revenue, if the Supplier is providing professional services.
- d) The Supplier will be responsible for any VAT due in respect of fees received under this Agreement.
- e) The Authority may set off any payment due to it from the Supplier against any fees due by the Authority to the Supplier on this or any other contract between the parties.
- f) The fees set out in Schedule 2:
 - i. are fixed for the period up to the second anniversary of the Commencement Date and shall not before that date be subject to any price adjustment or escalation formula to reflect variations in currency, exchange rates, taxation, the cost of labour, materials, overheads or any other expense; and
 - ii. following the second anniversary of the Commencement Date and on each subsequent anniversary of the Commencement Date (a "**Readjustment Date**"), shall be adjusted by the percentage increase or decrease (if any) of the Index figure current at the Readjustment Date compared with the Index figure current on the previous Readjustment Date, or, in the case of the first readjustment, compared with the Index figure current on the Commencement Date. (For the purpose of this clause "**Index**" means the Consumer Price Index published by the Central Statistics Office (or any

successor or replacement thereto from time to time)). Between Readjustment Dates, the fees as adjusted will be fixed for the year following the Readjustment Date and shall not be subject to any further price adjustment or escalation formula to reflect variations in currency, exchange rates, taxation, the cost of labour, materials, overheads or any other expense until the next Readjustment Date.

6. TAX CLEARANCE:

The Supplier shall not be entitled to any payment if at any time in response to a request from the Authority the Supplier does not produce a current tax clearance certificate or statement from the Revenue Commissioners of Ireland confirming suitability on tax grounds.

7. ASSIGNMENT, SUB-CONTRACTING AND NOVATION

a) The Supplier:

- i. shall be prohibited from transferring or assigning, directly or indirectly, to any person or persons whatsoever, any of its rights and/or obligations under this Agreement; and
- ii. shall not otherwise subcontract out any element of the Services ;

without the prior written consent of the Authority, which consent may be withheld at the Authority's absolute discretion.

- b) Where the Supplier wishes to appoint a sub-contractor, it shall submit to the Authority details of the proposed sub-contractor (such details to include relevant experience of the proposed sub-contractor, scope of Services to be sub-contracted and intended commencement date of the sub-contracting) and, subject to the Authority's consent, may appoint the sub-contractor.
- c) The Supplier shall manage, monitor and co-ordinate the performance by any sub-contractor of its respective obligations and shall procure the compliance with the terms of this Agreement by each such sub-contractor, servant or agent appointed by the Supplier, provided that the Supplier shall remain primarily liable to the Authority for the performance of the Supplier's obligations under this Agreement.
- d) The Authority may transfer, assign or novate all or any part of the terms and conditions of this Agreement to any public sector body and shall give prompt notice to the Supplier of such transfer, assignment or novation. The Supplier agrees to do all acts, and execute all documents, necessary to give effect to such transfer, assignment or novation.

8. CONFIDENTIALITY:

The Supplier shall not (except in the proper performance of his/her duties hereunder) during the course of this Agreement or at any time afterwards divulge to any person whomsoever and shall use his/her best endeavours to prevent the publication or disclosure of any trade secret or other confidential information concerning the business, finances, dealings, transactions or affairs of the Authority or its staff coming to his/her knowledge in the course of his/her activities as a contractor.

9. CONFLICT OF INTEREST:

- a) The Supplier shall ensure that no conflict of interest arises in respect of the performance of the Services under the Agreement, irrespective of whether the Services are provided by the Supplier, its agents or servants, or any sub-contractor appointed in accordance with Clause 7 of this Agreement. The Supplier shall disclose to the Authority within forty-eight hours of it coming to its attention, any conflict of interest or potential conflict of interest which it, any of its employees, affiliates, agents, servants or any of its sub-contractors (the “**Personnel**”) may have in performing the Services. In the event of any conflict or potential conflict of interest arising, the Authority shall, in its absolute discretion, decide on the appropriate course of action, which may involve termination of the Agreement, pursuant to Clause 15.
- b) The Supplier hereby expressly agrees and warrants that for the duration of this Agreement neither the Supplier nor any of the Personnel shall, unless otherwise agreed in advance with the Authority, provide any advice to any person other than in accordance with this Agreement in connection with the Services (or any part of them) or relating to any project connected with the Services.
- c) The Supplier shall ensure that the Personnel comply with this Clause 9 and shall be responsible for the observance of this Clause 9 by the Personnel.

10. INTELLECTUAL PROPERTY AND RIGHT TO USE MATERIALS:

- a) The Supplier agrees that all intellectual and/or industrial property rights, including copyright, patents, design rights, trade secrets, rights in confidential information, trade marks, trade names, domain names, service marks, utility models, moral rights, topography rights, rights in databases and know-how in all cases whether or not registered or registerable and including registrations and applications for registration of any of these rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world (“**Intellectual Property Rights**”), arising out of or relating to any works or material originated, conceived, written or created specifically for the Authority by the Supplier or any of the Personnel as part of the Services (including without limitation, all records documents, data, financial models, methodologies or such other materials) (the “**Materials**”) will vest in and be the absolute property of the Authority. The Authority recognises that the Intellectual Property Rights in respect of any works or material supplied in connection with the Services which are not part of the Materials will vest solely in the Supplier and Supplier grants to the Authority a worldwide, non-exclusive, perpetual, sub-licensable, transferable and royalty-free licence to use such works and material.
- b) The Supplier shall, at the request of the Authority, do all such things as the Authority may reasonably require for the purpose of vesting in the Authority the rights granted to it under this Clause 10.
- c) The Supplier hereby waives, and shall procure that the Personnel waive, all current or future moral or similar rights arising in connection with the Materials insofar as they may lawfully do so in favour of the Authority and for the avoidance of doubt this waiver shall extend to the licensees and successors in title to the Intellectual Property Rights in such Materials.
- d) The Supplier acknowledges that all rights in any materials (including without limitation any and all computer programs, data, diagrams, charts, reports, specifications, studies, and development tools) provided by the Authority to the Supplier shall at all times vest in and be the absolute property of the Authority.

- e) On completion of the Services or upon expiry or termination of this Agreement for any reason, or at any other time as may be reasonably requested by the Authority, the Supplier shall upon written request deliver to the Authority all documents (in such a manner as to be “unlocked”, readily accessible and useable for any reasonable purpose) and all materials whatsoever purchased or created by the Supplier and/or the Personnel for the purpose of the Services (or any part thereof).

11. RIGHTS OF THIRD PARTIES:

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

12. WARRANTIES:

- a) The Supplier warrants that the Services shall be provided by appropriately experienced, qualified and trained personnel and that the Services shall be rendered with all due skill, care and diligence.
- b) The Supplier warrants that the provision of the Services and any deliverables to be supplied under this Agreement will not infringe the Intellectual Property Rights of any third parties.
- c) The Supplier warrants that it will observe and comply with all laws applicable in Ireland or any other applicable jurisdiction (“**Applicable Laws**”) to the extent that such laws are relevant to the performance of its obligations under this Agreement.
- d) The Supplier warrants that it has the authority to enter into this Agreement and to perform its obligations under this Agreement and that no material conflict of interest shall arise for the Supplier by virtue of the Supplier entering this Agreement.
- e) The Supplier warrants that it will obtain at its own risk and expense from the appropriate authorities or any third parties all permits and licences necessary for the proper performance of its obligations under this Agreement.

13. LIABILITY

- a) Save in respect of death or personal injury caused by the negligence of either party, breach of this Agreement by virtue of fraud or wilful default, or breach of any Intellectual Property Rights by the Supplier (including, for the avoidance of doubt, any liability under the indemnity at Clause 16), each party's liability for any claim whether in contract, tort (including negligence) or otherwise, for any loss or damage, arising out of or in connection with this Agreement or otherwise shall in no case exceed 200% of sums paid and payable by the Authority under this Agreement in respect of any event or series of connected events.
- b) In no event shall either party be liable for special, incidental, indirect or consequential damages.

14. FORCE MAJEURE:

- a) “**Force Majeure**” shall in relation to either party include any event beyond the reasonable control of that party including act of God, war, riot, civil commotion, malicious damage, national official strike or lock-out, accident, fire, flood or storm which could not have been avoided by taking reasonable precautions.

- b) If a party is affected by a Force Majeure then the party so affected (the “**Affected Party**”) shall promptly notify the other party in writing of the nature and extent of the circumstances in question and both parties shall consult each other and make every reasonable effort to mitigate the effect of such Force Majeure on the Affected Party’s ability to perform its obligations under this Agreement.
- c) The Affected Party shall be deemed not to be in breach of this Agreement or otherwise be liable to the other party for any delay in performance or non-performance of its obligations under this Agreement arising from the operation of a Force Majeure which it has notified to the other party. The time for the performance of obligations affected by a Force Majeure which has been duly notified to the other party shall, subject to Clause 14d), be extended until such time as the Force Majeure ceases to exist.
- d) If any circumstances of Force Majeure exist for a continuous period of six months then the Authority shall be entitled to terminate the Supplier’s appointment under this Agreement forthwith by giving notice in writing to the Supplier.

15. TERMINATION:

- a) The Agreement may be terminated by the Authority immediately in writing:
 - i. if in the reasonable opinion of the Authority, there has been any material breach, default or negligence or repeated or continued (after warning) breach by the Supplier of its obligations under this Agreement and the Supplier fails to remedy any such breach, default or negligence within ten (10) working days of receipt of a written request to do so;
 - ii. if the Supplier becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (where the Supplier is a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver or manager appointed to the whole or substantially the whole of its undertakings or if security is enforced against any asset of the Supplier or any distress or execution shall be threatened or levied upon any asset of the Supplier or if the Supplier is unable to pay its debts in accordance with the law relating to the Agreement;
 - iii. if the Supplier has been guilty of conduct tending to bring itself or the Authority into disrepute;
 - iv. if any funding of the Authority shall cease;
 - v. if the performance of the Supplier’s duties hereunder is not satisfactory in the reasonable opinion of the Authority;
- b) The Agreement may be terminated by the Authority immediately in writing where:
 - i. in the reasonable opinion of the Authority, the Agreement has been subject to substantial modification, which would require a new procurement procedure pursuant to Article 72 of Directive 2014/24/EU and/or Regulation 72 of the European Union (Award of Public Authority Contracts) Regulations 2016
 - ii. the Supplier has, at the time of the award of the Agreement, been in one of the situations referred to in Article 57 (1) of Directive 2014/24/EU of the European Parliament and of the Council, and/or Regulation 57(1) or (2) of the European Union (Award of Public Authority Contracts) Regulations 2016 and should therefore have been excluded from the procurement procedure for this Agreement; or

- iii. the Agreement should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties governing the European Union and/or Directive 2014/24/EU and/or the European Union (Award of Public Authority Contracts) Regulations 2016, that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.
- c) On termination or expiry of this Agreement, howsoever arising, the Supplier shall immediately return all records, papers, materials, media and other property in its possession that is the property of, or that was provided to it by, the Authority. For the avoidance of doubt, the Supplier shall have no lien on documents in its possession or under its control for payment due to it by the Authority.

16. INTELLECTUAL PROPERTY INDEMNITY:

The Supplier shall indemnify and keep indemnified the Authority, its servants and agents, against all damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any third party Intellectual Property Rights in consequence of the use of any deliverables provided under this Agreement by the Authority and the supply of the Services (or any part thereof) by the Supplier under this Agreement, subject to the Authority promptly notifying the Supplier in writing of any alleged infringement of which the Authority has notice.

17. INSURANCE:

The Supplier shall ensure that at all times during the term of this Agreement it has in place such levels of insurance (based on normal and customary terms) with a reputable insurer as may be required to cover any potential liability of the Supplier under this Agreement. In particular, the Supplier shall ensure that such insurance includes, without limitation, public liability insurance with an adequate limit having regard to the nature and extent of the Services. The Supplier undertakes to furnish the Authority upon request with copies of all such insurance policies together with evidence that all associated premia have been duly paid up to date.

18. DISPUTE RESOLUTION:

- a) The parties shall use all reasonable endeavours to settle any dispute that may arise in connection with this Agreement.
- b) If any dispute cannot be settled amicably by the Authority and the Supplier within 10 working days, the dispute shall be referred to the Authority's Rico Zmarzly and the Supplier's [●]. The Authority's Rico Zmarzly and the Supplier's [●] will use all reasonable endeavours to resolve the dispute. If the dispute is not resolved by the Authority's Rico Zmarzly and the Supplier's [●] within 10 working days of the matter being referred to them, the parties will refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) procedures then in force before resorting to litigation. The mediation process will be commenced by service by one party on the other of a written notice that the issue is to be referred to mediation (the “**Mediation Notice**”). The parties shall agree on a choice of mediator. In the event that the parties are unable to agree on a choice of mediator within 10 working days of the date of service of the Mediation Notice, the parties shall accept a mediator

nominated by CEDR. The costs of the mediation shall be shared equally between the parties.

- c) Nothing contained in this clause shall restrict either party's freedom to commence legal proceedings where such proceedings are required urgently to preserve any legal right or remedy, to protect any Intellectual Property Rights or rights in Confidential Information or to otherwise prevent irreparable harm.

19. SEVERANCE:

Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions become invalid, illegal or unenforceable then the validity and legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

20. DATA PROTECTION:

- a) To the extent that the provision of the Services under this Agreement involves the processing of personal data within the meaning of the Data Protection Acts (the “DPA”) by the Supplier on behalf of the Authority then: :
 - i. the Supplier will only process personal data in accordance with the instructions of the Authority and solely as strictly necessary for the performance of its obligations under this Agreement;
 - ii. the Supplier shall implement such technical and organisational security measures as are required to comply with the data security obligations under the DPA;
 - iii. the Authority (or its authorised representative(s)) shall be entitled, at reasonable times and on reasonable notice, to audit the technical and organisational security measures adopted by the Supplier to ensure that such measures comply with the data security obligations in the DPA;
 - iv. no personal data shall be transferred outside of the European Economic Area by the Supplier or any of its agents, sub-contractors or business partners without the prior written consent of the Authority which consent may be subject to terms and conditions;
 - v. the Supplier shall notify the Authority immediately in the event of any data security breach, actual or suspected, and provide the Authority with such co-operation and assistance as may be required to mitigate against the effects of any such breach;
 - vi. the Supplier shall inform the Authority immediately in the event of receiving a data subject access request and provide such co-operation and assistance as may be required to enable the Authority to deal with any subject access request in accordance with the provisions of the DPA; and
 - vii. subject to the provisions of Clause 7, where any sub-contractor of the Supplier will be processing personal data on behalf of the Authority, the Supplier shall ensure that a written contract exists between the Supplier and the sub-contractor containing clauses equivalent to those imposed on the Supplier in this clause and the Supplier shall enter such contract on behalf of itself and as agent for the Authority.

- b) For the purposes of this Clause 20, but not for any other purpose under this Agreement, the Authority appoints the Supplier as its agent.

21. NON-EXCLUSIVITY:

The Authority shall at all times be entitled to enter into separate contracts for the provision of any or all services that are the same as or similar to the Services, with persons other than the Supplier. Nothing in this Agreement shall create an exclusive relationship between the Authority and the Supplier for the provision of Services.

22. ENTIRE UNDERSTANDING:

This Agreement contains the entire understanding and agreement between the parties in respect of its subject matter, supersedes all previous agreements and understandings between the parties with respect to its subject matter, and may not be modified except in accordance with Clause 23.

23. AMENDMENT OR VARIATION

An amendment or variation of this Agreement is valid only if it is in writing and signed by or on behalf of each party.

24. WAIVER AND DELAY

No waiver by either party of a breach of the Agreement by the other will operate as a waiver of any subsequent breach. No failure or delay by either party in exercising any right or remedy provided under this Agreement or by law will operate as a waiver thereof, nor will any single or partial exercise or waiver of any right or remedy provided under this Agreement or by law prejudice its further exercise or the exercise of any other right or remedy.

25. NOTICES

- a) Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by fax or letter. The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Agreement is:

- i. in the case of the Authority:

National Transport Authority

Address:

Facsimile no:

Attention:

Haymarket House
Smithfield
Dublin
D07 CF98
Ireland

+353 (0)1 879 8333

Rico Zmarzly

- ii. in the case of the Supplier:

[*name of Supplier*]

Address:

Facsimile no:

Attention:

[*To be inserted*]

[*To be inserted*]

[*To be inserted*]

or such other address or facsimile number as may be notified to the other party to this Agreement, such notice to take effect not less than five working days' after the service of the notice.

b) Subject to Clause 25c), a communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

- i. if by way of fax, when received in legible form; or
- ii. if by way of letter, when it has been left at the relevant address or five working days' after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 25a), if addressed to that department or officer.

c) Any communication or document to be made or delivered to the Authority will be effective only when actually received by the Authority and then only if it is expressly marked for the attention of the department or officer identified with the Authority's signature below (or any substitute department or officer as the Authority shall specify for this purpose).

d) Any notice given under or in connection with this Agreement must be in English. All other documents provided under or in connection with this Agreement must be:

- i. in English, or
- ii. if not in English, and if so required by the Authority, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

26. STATUS OF THE SUPPLIER AND EMPLOYEE MATTERS

a) Status of the Supplier

Subject to clause 20, the parties agree that the Supplier is and shall be an independent supplier and not the servant, agent or employee of the Authority.

b) Provision of services to other persons

Subject to clause 9, nothing in this Agreement shall preclude the Supplier from providing similar or any other services to any other person or firm except where the Authority considers such provision may create a conflict of interest, in which case the Supplier may not provide the services without first obtaining the prior written consent of the Authority, not to be unreasonably withheld.

c) Responsibility for Employees

- i. It is agreed and acknowledged that:
 - a. the Supplier is fully responsible for, and the Authority has no responsibility for or to, the Supplier's employees, servants or agents;
 - b. the Supplier's employees, servants or agents shall not be entitled to any salary, wages, overtime payments, sick or holiday pay, pension, bonus or additional or fringe benefits of any kind from the Authority and such are the responsibility of the Supplier;
 - c. the Supplier shall be responsible for income tax liabilities, PRSI contributions, levies or other deductions required by law in respect of itself or its employees, servants or agents (including, for the avoidance of doubt, all PAYE deductions for tax and universal social charge contributions from the remuneration which it pays to Personnel);
 - d. the Supplier shall be responsible for the day-to-day management and control of its employees, servants and agents and the Authority shall have no such responsibility or control; and
 - e. the Supplier is responsible for providing and maintaining any equipment or resources to be used by its employees, servants or agents and the Authority shall have no such responsibility (unless agreed otherwise).
 - ii. The Supplier shall indemnify and keep indemnified the Authority against any claim (including but not limited to a claim for income tax, PRSI, universal social charge, any other deductions required by law and any interest and penalties thereon) which may be made against the Authority by the Revenue Commissioners, the Department of Social Protection, the Supplier's employees or any third party, or any order or award made by any tribunal or court, relating to a determination or allegation that the Supplier's employees, servants or agents are employees of the Authority, together with all costs and expenses incurred by the Authority in connection with or arising out of any such claim, order or award (including reasonable legal costs in defending such claim if necessary).
 - iii. The Supplier shall indemnify and keep indemnified the Authority against Employee Liabilities arising from death or personal injury suffered by the Supplier's employees, servants or agents in providing the Services, except to the extent that such arises due to any negligent act of the Authority.
- d) No partnership
Subject to clause 20, nothing in this Agreement shall constitute a partnership or joint venture nor establish a relationship of agency between the parties or a relationship of employment between the Authority and the Supplier's servants or agents.
 - e) No authority
The Supplier shall have no power or authority to enter into any agreement, contract or commitment for or on behalf or in the name of the Authority in connection with, or pursuant to, the provision of the Services or otherwise without the prior specific consent in writing of the Authority.
 - f) Stand-Still Period
During the 6 (six) month period preceding the date of expiry of this Agreement, or at any time after either party has given notice to terminate this Agreement, the Supplier

shall not, and shall procure that its Associated Companies, contractors or sub-contractors (of any tier) shall not, without the prior written consent of the Authority:

- i. amend, or offer, promise or agree for the future to amend, terms and conditions of employment including, without limitation, the rates of remuneration (including pensions and bonuses), working hours, holidays and sick pay, of any employee employed by the Supplier or by any of its Associated Companies, contractors or sub-contractors (of any tier) whose work (or any part of it) is work undertaken for the purposes of this Agreement; or
- ii. increase or decrease the number of employees whose work (or any part of it) is work undertaken for the purposes of this contract, or make offers of employment that would have the effect of increasing the number of such employees or give notice of termination of employment that would have the effect of decreasing the number of such employees.

g) Employee Information

- i. At any time during the term of this Agreement where notified in writing by the Authority to do so, the Supplier shall provide Employee Information (as defined below) to the Authority within 10 (ten) business days of such notice.
- ii. It is agreed that the Authority may disclose Employee Information to any Prospective Tenderer, but that the Authority shall not disclose Employee Information (or any part of that information) to any other person without the Supplier's consent except where the Authority is required by law or under regulatory rules to disclose such information.
- iii. Where Employee Information has been provided by the Supplier to the Authority, the Supplier shall:
 - a. within 10 (ten) business days of any amendment to such information, or the discovery of new relevant information, inform the Authority of any change to the information provided and/or provide any new Employee Information not previously provided;
 - b. use its best endeavours to clarify within 10 (ten) business days any matter upon which clarification is requested by the Authority; and
 - c. use its best endeavours to co-operate with any other reasonable request made by the Authority concerning the Employee Information or concerning the Supplier's employees or the employees of its Associated Companies, contractors or sub-contractors (of any tier).

“Employee Information” means:

- i. An overview of how the Services are provided, including but not limited to setting out the total number of persons engaged by the Supplier to provide the Services and indicating in each case whether those persons are employed by the Supplier, its Associated Companies or by any of its contractors or sub-contractors of any tier; and

- ii. In relation to employees of the Supplier or its Associated Companies who are wholly or mainly assigned to the provision of the Services, a spreadsheet containing the following:
 - a. employee's job title and staff number
 - b. name and address of the applicable employer (i.e. whether employed by the Supplier or an Associated Company);
 - c. date of birth;
 - d. details of remuneration (including salary and all benefits, perquisites, bonuses, commission, share plans, overtime or other such payments);
 - e. details of any pension scheme contributions or entitlement;
 - f. details of any other contractual entitlements (for example health insurance, permanent health insurance and company car);
 - g. normal working hours;
 - h. approximate percentage of the employee's working time spent on the Services (expressed as a percentage of the total work the employee carries out for his/her employer);
 - i. contractual annual leave entitlements and accrued annual leave;
 - j. details of whether employment is permanent, temporary, part-time or fixed-term;
 - k. length of service;
 - l. notice period;
 - m. any amendments to terms and conditions of employment covering future dates which has already been agreed; and
 - n. any contractual redundancy or severance entitlement whether express or implied; and
- iii. In relation to each person mentioned in clause 26(g)ii above, the following:
 - a. terms and conditions of employment (copy contracts of employment) including details of terms incorporated from any collective agreement or arising out of any custom or practice;
 - b. employee handbook and/or policies and procedures forming part of the employees' contracts;
 - c. workforce structure and lines of responsibility;
 - d. details of any outstanding or reasonably anticipated liability for past breaches of such employment contracts;

- e. details, including expected return dates, of any employee who is on sick leave, maternity leave or other statutory or contractual leave (other than normal holiday leave) whether paid or unpaid;
 - f. details of any outstanding or potential liability under statute or otherwise (for example, any claim for unfair dismissal or discrimination or wrongful dismissal);
 - g. details of any employee grievances or current disciplinary action;
 - h. details of trade union recognition, any collective agreements, any areas of industrial dispute and any decisions or recommendations of a court or otherwise affecting the workforce that are still in effect;
 - i. details of any employees currently serving a notice period or garden leave period prior to termination of their contract; and
 - j. details of any other outstanding or potential contractual liability to be met by a new contractor were it to become employer of such persons;
- iv. In relation to any employees providing the Services, whether they be employees of the Supplier, an Associated Company or contractors or subcontractors of any tier, confirmation that any such employee would not reasonably be deemed to be an employee of another employer due to his working arrangement; and
 - v. Such other information as the Authority may reasonably require in relation to the Supplier's employees or the employees of its Associated Companies, contractors or subcontractors (of any tier).
 - vi. **"Associated Companies"** means the Supplier and any undertaking which from time to time is a subsidiary undertaking of the Supplier or is the parent undertaking of the Supplier or ultimate parent undertaking of the Supplier or a subsidiary undertaking of any such parent undertaking and for the purposes of this definition "subsidiary undertaking" and "parent undertaking" shall have the meanings given to them in the European Communities (Companies: Group Accounts) Regulations 1992 (and **"Associated Company"** shall be construed accordingly).
 - vii. **"Employee Liabilities"** means costs (including the cost of wages, salaries and other remuneration or benefits), taxation or other deductions required by law, PRSI payments, redundancy payments, levies, losses, claims, demands, actions, fines, penalties, awards, liabilities, expenses (including legal expenses on an indemnity basis), in each case howsoever arising;
 - viii. **"Prospective Tenderer"** means a person or company who has submitted, or has indicated an intention to submit, a tender or expression of interest in relation to the provision of works or services of a similar type to any of the Services under this Agreement;

27. KEY PERSONNEL

- a) Unless the Key Personnel are removed in accordance with clause 27(b), or cease to be employed by or contracted to the Supplier, are taken ill, are injured or are on maternity or paternity leave, the Supplier will use all reasonable endeavours to ensure that the Key Personnel shall continue to provide the Services to the Authority until expiry or termination of this Agreement in accordance with its terms. Subject to paragraph (b) below, with the exception of a member of the Key Personnel who ceases to be employed by or contracted to the Supplier, who is taken ill, is injured or is on maternity or paternity leave, the Key Personnel may only be removed by the Supplier in advance of the completion of the Services with the prior written consent of the Authority, such consent not to be unreasonably withheld. In all cases the Key Personnel (whether removed with consent or otherwise pursuant to the terms of this clause) must be replaced with an employee, servant or agent of equal or higher ability. Prior to the removal of any Key Personnel in accordance with this clause, the Supplier shall (where possible in advance of any such removal) furnish the Authority with a copy of the proposed replacement's curriculum vitae and all details required to enable the Authority to satisfy itself that the employee, servant or agent is appropriately qualified for the provision of the Services.
- b) If at any time during the term of this Agreement the Authority reasonably determines that any employees, servants or agents of the Supplier are not suitable for the provision of the Services, it shall notify the Supplier of its decision and the Supplier shall immediately remove the said person(s) from the Services and replace him/her in accordance with the procedures set out in clause 27(a). The Supplier shall indemnify and keep indemnified the Authority from any Employee Liabilities that may result from such action or that relate to the removal of that person from the Service(s).

28. NOT USED

29. COUNTERPARTS

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

30. GOVERNING LAW OF THE CONTRACT:

The laws of Ireland shall govern the construction, validity and performance of this Agreement.

Signed on behalf of

[•]

[INSERT NAME OF INDIVIDUAL]

Date

Signed on behalf of

National Transport Authority

Anne Shaw, *CEO*

Date

SCHEDULE 1 - THE SERVICES

1. Service Overview

The Supplier shall provide a fully managed Microsoft Teams Voice (One Teams Voice) service to the National Transport Authority.

The Service shall provide enterprise-grade telephony capabilities through Microsoft Teams and shall integrate with the Authority's existing Microsoft 365 environment.

The Supplier shall be responsible for the design, implementation, migration, operation, support and ongoing management of the Service for the duration of the Agreement.

2. Scope of Services

The Service includes:

2.1 Microsoft Teams Voice Services

The Supplier shall provide:

- Microsoft Teams Voice capability;
- Telephony connectivity;
- Public Switched Telephone Network connectivity;
- Number management services;
- Migration services;
- Managed support services; and
- Service reporting and administration.

The Service shall enable Authority users to make and receive calls through Microsoft Teams using Direct Dial-In numbers.

2.2 Telephony Services

The Supplier shall provide and manage:

- SIP trunking services;
- PSTN interconnection;
- DDI number ranges;
- Number retention;
- Number porting;
- Additional numbering capacity;
- Caller ID presentation;
- Inbound call services;
- Outbound call services;
- Dial plans; and
- Call routing capabilities.

2.3 User Management Services

The Supplier shall provide:

- User onboarding;
- User provisioning;
- User deprovisioning;
- User lifecycle management;
- Number assignment;
- Voice policy assignment;
- Dial plan assignment;
- Adds, Moves and Changes;
- User administration services.

2.4 Unified Communications Features

The Service shall support:

- Auto Attendants;
- IVR functionality;
- Call Queues;
- Hunt Groups;
- Call Forwarding;
- Time-based routing;
- Presence-based routing.

The Authority may procure optional capabilities including:

- Reception Console;
- Operator Console;
- Contact Centre functionality.

2.5 Endpoint Services

The Supplier shall support operation of the Service through:

- Teams desktop clients;
- Teams mobile clients;
- Teams web clients;
- Teams-certified desk phones;
- Meeting room devices;
- Common Area Phones; and
- Analogue devices where required.

3. Transition and Migration Services

The Supplier shall be responsible for all transition activities required to migrate the Authority from its incumbent Teams Voice provider.

The Supplier shall:

- conduct discovery workshops;
- develop a migration plan;

- provide implementation services;
- provide pilot activities where required;
- perform DDI number porting;
- undertake cutover activities;
- provide user migration services;
- provide post-migration support.

The Supplier shall ensure that migration activities are conducted in a manner that minimises disruption to Authority operations.

4. Managed Service Requirements

The Supplier shall provide a fully managed service.

At a minimum, the Supplier shall:

- operate a Service Desk;
- provide incident management;
- provide request fulfilment;
- provide technical support;
- monitor the Service;
- manage telephony infrastructure;
- perform service administration; and
- provide service reporting.

The Supplier shall act as the single point of contact for all service-related issues.

5. Reporting Requirements

The Supplier shall provide monthly service reporting including:

- service availability;
- incident statistics;
- service requests;
- call usage;
- operational performance;
- capacity information;
- service improvements;

risks and issues.

The Supplier shall provide administrative access and reporting capability to Authority ICT staff.

6. Service Management

The Supplier shall nominate:

- a Contract Manager;
- a Service Delivery Manager;
- an Escalation Manager.

Quarterly Service Review meetings shall be held between the parties.

Service Reviews shall include:

- KPI performance;
- SLA performance;
- major incidents;
- service improvements;
- roadmap updates;
- capacity planning;
- risk management.

7. Security and Compliance

The Supplier shall ensure that:

- all services are delivered in accordance with applicable legislation;
- services are operated securely;
- Authority data is protected;
- access controls are maintained;
- security incidents are reported promptly;
- business continuity arrangements are maintained.

The solution shall support secure operation within the Authority ICT environment.

8. Business Continuity

The solution shall:

- be highly available;
- be resilient;
- provide failover capability;
- support recovery from service outages.

9. Exit and Transition Assistance

Upon expiry or termination of the Agreement the Supplier shall provide all reasonable assistance required to transition the Service to:

- the Authority; or
- a replacement supplier.

This shall include:

- knowledge transfer;
- configuration information;
- user information;
- DDI transfer support;
- number porting support;
- service documentation.

SCHEDULE 2 - Payments Schedule

<i>Cost Item</i>	<i>Description</i>	<i>Cost (Ex. VAT) €</i>
#1	Discovery, planning and design workshops	
#2	Tenant Configuration and Onboarding	
#3	Migration Planning and Project Management	
#4	Number Porting and Cutover Activities	
#5	Auto Attendant / IVR Configuration	
#6	Call Queue and Hunt Group Configuration	
#7	User Migration Activities	
#8	Administrator Training and Knowledge Transfer	

Table 1: Implementation & Migration Costs

<i>Cost Item</i>	<i>Description</i>	<i>Monthly Unit Cost (€ Ex VAT)</i>
#9	Teams Voice User Service	
#10	Unassigned / Spare Capacity Users	
#11	Common Area Phone Users	

Table 2: Recurring OTV User Costs

<i>Item</i>	<i>Description</i>	<i>Single Unit Cost (€ Ex VAT)</i>
#12	Operator / Attendant Console Licence	
#13	Contact Centre Integration	
#14	Call Recording Solution	
#15	Analogue Device Adapter (2 Port)	
#16	Analogue Device Adapter (4 Port)	
#17	Additional DDI Numbers	
#18	Additional SIP Capacity	

Table 3: Optional Service Components

<i>Cost Item</i>	<i>Description</i>	<i>Daily Rate (Ex. VAT) €</i>
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#19	Technical Consultant	
#20	Solution Architect	
#21	Trainer	
#22	Project Manager	

Table 4: Professional Service Rates

For the avoidance of doubt the daily rates for an individual shall include, without limitation, such items as:

- Salary payments;
- Provision of all secretarial/administrative/clerical support;
- All equipment required in the performance of the services;
- Office overheads;
- Insurance;
- General office consumables;
- Annual leave payments/sick leave payments;
- All travel and subsistence arrangements for attendance at Authority offices and Datacentre locations in Dublin;
- Postage/telephone/fax/email costs;
- All analysis and reporting;
- All management, quality assurance and documentation services;
- Internal photocopy and printing costs;
- General overheads, and
- Profit.

All prices must be in Euros exclusive of VAT.

Destination	Peak	Off Peak
	Cost per Min in €	
UK		
UK Mobile		
Europe		
Europe Mobile		
Far Europe		
USA & Canada		
Mexico & Caribbean		
Australia		
Australia Mobile		
Middle East, South Asia		
Pacific Rim		
Rest of the World		

Table 5 Out of Bundle Call Rates

One Teams Voice International Countries

International Description	Country
Europe	Andorra, Belgium, France, Germany, Luxembourg, Monaco, Netherlands, Austria, Czech Republic, Denmark (including Faroe Islands), Finland, Greece, Greenland, Hungary, Iceland, Italy, Liechtenstein, Poland, Portugal (including Azores and Madeira), San Marino, Spain (including Balearic Islands,

	Canary Islands, Ceuta and Melil, Sweden, Switzerland and Vatican City.
Europe Mobile	Andorra, Belgium, France, Germany, Luxembourg, Monaco, Netherlands, Austria, Czech Republic, Denmark, Finland, Greece, Italy, Norway, Portugal (including Azores and Madei, Spain (including Balearic Islands, Canary Islands, Ceuta and Melilla), Sweden, and Switzerland
Far Europe	Albania, Algeria, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Egypt, Estonia, Georgia, Gibraltar, Israel, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Libya, Macedonia, Malta, Moldova, Morocco, Palestine, Romania, Russia, Slovakia, Slovenia, Tajikistan, Tunisia, Turkey, Turkmenistan, Ukraine, Uzbekistan, Yugoslavia (Serbia & Montenegro).
USA / Canada	Alaska, Canada, Hawaii, U.S.A
South America, Mexico & Caribbean	Anguilla, Antigua and Barbuda, Bahamas, Barbados, Bermuda, Cayman Islands, Dominica, Dominican Republic, Grenada, Jamaica, Mexico, Montserrat, Nevis, Puerto Rico, St. Kitts, St. Lucia, St. Vincent and The Grenadines, Trinidad and Tobago, Turks and Caucus, Virgin Islands (British), Virgin Islands (U.S.).
Australia / New Zealand	Australia (including Tasmania), Christmas Island, Hong Kong, Japan (Including Ryukyu Island), Malaysia, New Zealand, Singapore
Pacific Rim	Argentina, Bahrain, China, Jordan, Kuwait, Lebanon, Oman, Saudi Arabia, South Africa, Syria, United Arab Emirates
Asia	Indonesia, Korea (Rep. Of), Philippines, Taiwan, Thailand
Rest of the World 1	All other states
Rest of the World 2	Diego Garcia, Cook Islands, Tuvalu, Papua New Guinea, Wallis & Futuna, Kiribati, Guinea Bissau, Solomon Islands, Vanuatu

1. Contract Charges

Charges shall consist of:

A. One-Off Charges

- Discovery and design workshops.
- Solution onboarding and implementation.
- Migration services.
- Number porting services.
- Training and knowledge transfer.
- Cutover and transition activities.

B. Recurring Charges

Monthly recurring charges may include:

- Teams Voice User Service.
- Unassigned User Capacity.
- Common Area Phones.
- Optional service elements purchased by the Authority.

C. Optional Charges

Rates shall be maintained for:

- Operator Console.
- Contact Centre functionality.
- Call Recording.
- Additional DDI ranges.

- Additional Professional Services.
- Out-of-hours engineering support.
- Analogue adapter services.

All pricing shall be as set out in the successful Supplier's Pricing Submission forming part of this Agreement

2. Included Services

Unless specifically identified otherwise in the Supplier's Pricing Submission, the recurring service charges shall be deemed to include:

- SIP connectivity.
- PSTN connectivity.
- DDI management.
- Number administration.
- User provisioning.
- Adds, Moves and Changes.
- Service Desk support.
- Monitoring.
- Reporting.
- Service Management.

3. Payment

Invoices shall be raised monthly in arrears.

User-based charges may increase or decrease based on the actual quantity of active users and services utilised by the Authority in the relevant billing period.

SCHEDULE 3 - SERVICE LEVELS

1. Incident Priorities

Priority	Description
P1	Critical loss of telephony service affecting business-critical operations
P2	Significant degradation of service affecting multiple users or key functionality
P3	Limited service impact affecting individual users or features
P4	Minor issue, enquiry or information request

2. Incident Response and Resolution Targets

Priority	Response Target	Resolution Target
P1	1 Hour	3 Hours
P2	4 Hours	24 Hours
P3	24 Hours	48 Hours
P4	24 Hours	5 Working Days

3. Service Request Targets

Priority	Response Target	Resolution Target
P1	4 Hours	8 Hours
P2	8 Hours	16 Hours
P3	8 Hours	56 Hours

4. Major Incident Management

For Priority 1 and Priority 2 incidents, the Supplier shall:

- assign an Incident Manager;
- provide regular status updates;
- coordinate with relevant third parties;
- maintain an incident log; and
- provide a post-incident report upon request by the Authority.

5. Service Availability

Service	Availability Target
OTV Service	99.5%

6. Reporting

The Supplier shall provide monthly service level reporting including:

- SLA achievement;
- incident volumes;
- service request volumes;
- major incidents;
- service availability;
- open incidents and service improvement actions.