

Coimisiún na Meán

REQUEST FOR TENDERS

Open Procedure

Request for Tender for the Provision of a Shared Island Media Fund Talent Development and Content Development Initiative for Audiovisual Content

Deadline for receipt of Tenders:	9th October 2026 at 15:00
Deadline for queries:	28th September 2026 at 15:00
All queries must be submitted via the eTenders messaging function.	
Responses to clarifications will be posted on www.etenders.gov.ie	
Tenders must be submitted electronically through www.etenders.gov.ie only. Tenders submitted by email, post, hand delivery or any other means will not be accepted.	

Date of Publication: 4th September 2026

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1. INTRODUCTION

1.1 Information about Coimisiún na Meán

Coimisiún na Meán is Ireland's independent media regulator and development agency, established on 15 March 2023 under the Online Safety and Media Regulation Act 2022, succeeding the Broadcasting Authority of Ireland (BAI).

Coimisiún na Meán is responsible for developing and regulating a thriving, diverse, creative, safe and trusted media landscape in Ireland. Its remit spans the regulation of broadcasters, video-on-demand services and certain online services, while also supporting the sustainable development of the Irish media sector through funding, research, policy development and sectoral initiatives.

The Commission exercises a broad range of statutory functions under Irish and European legislation. These include the implementation and enforcement of the Online Safety Framework established under the Online Safety and Media Regulation Act 2022, regulation under the revised Audiovisual Media Services Directive (AVMSD), and responsibilities under the EU Digital Services Act, including acting as Ireland's Digital Services Coordinator.

Coimisiún na Meán also administers media funding schemes, promotes media plurality and innovation, supports public service media, advances media literacy, and works to foster equality, diversity, inclusion and sustainability across the media sector. It has statutory responsibilities in relation to the Irish language and collaborates with national and international partners to support a safe and trusted media environment.

Coimisiún na Meán is led by an Executive Chairperson and four Commissioners, who collectively comprise the Commission and are responsible for the strategic direction and governance of the organisation.

Context: Shared Island Media Fund

In 2025, the Government of Ireland announced over €50 million in new Shared Island Fund investments, including €14 million to Coimisiún na Meán to take forward a new [Shared Island media programme](#) from 2026-2029. Coimisiún na Meán is Ireland's independent media regulator, whose remit includes supporting and developing the Irish media sector.

Through a multi-year programme of supports, the [Shared Island Media Fund](#) will seek to stimulate the creation of new cultural creative broadcast content, foster new talent and strengthen collaboration across the island of Ireland. In delivering this work, we are committed to engaging in a way that reflects the diverse identities, traditions and professional contexts across the island, supporting respectful and inclusive collaboration North and South.

The Fund will also provide financial support for strategic development initiatives including but not limited to learning and development, training and mentorship schemes intended to strengthen professional practice, encourage cross border collaboration and support the sustainability and growth of the audiovisual and audio sector.

This (Request for Tenders) RFT relates to the delivery of a talent development and content development initiative for **audiovisual content** under the Shared Island Media Fund. A separate RFT will be developed for audio content.

2. SCOPE OF CONTRACT

The Commission is seeking to appoint a suitably qualified service provider for the **design, management and delivery of a Shared Island Media Fund Talent Development and Content Development Initiative for Audiovisual Content.**

The successful Tenderer will be required to design, manage and deliver a structured programme of talent development and content development activities that strengthen professional capability within the audiovisual sector, facilitate collaboration between practitioners across the island of Ireland and support the development of high-quality audiovisual projects aligned with the objectives of the Shared Island Media Fund.

The services to be provided include, but are not limited to:

- designing and delivering a structured programme of workshops, masterclasses, mentoring, networking events and audiovisual content development activities;
- developing and implementing a fair, open and transparent recruitment and selection process for programme participants;
- facilitating collaboration between audiovisual practitioners from across the island of Ireland, including participants from different jurisdictions, backgrounds and communities;
- providing experienced facilitators, mentors and industry specialists to support participant learning and project development;
- supporting participants in the development of audiovisual projects that demonstrate potential to progress to production and reflect the objectives of the Shared Island Media Fund;
- managing all aspects of programme delivery, stakeholder engagement, administration and communications;
- monitoring programme delivery and performance against agreed milestones; and
- providing progress reports, financial reporting and a final programme evaluation report in accordance with the requirements set out in **Appendix 1 – Specification of Services.**

The successful Tenderer will be required to provide the services described in **Appendix 1 – Specification of Services** and in accordance with the terms and conditions set out in this Request for Tenders and the Contract.

The envisaged duration of the Contract is **12 months** from the Commencement Date.

The estimated total value of the Contract is **€199,999 exclusive of VAT**.

This procurement is being conducted by way of an **Open Procedure**. As the estimated value of the Contract is below the applicable EU threshold, the procurement will be advertised on the **eTenders** platform in accordance with the Commission's procurement requirements.

The Commission reserves the right to procure related, additional or similar services outside the scope of this Contract where it is entitled to do so in accordance with applicable procurement law.

3. BUDGET, PAYMENT AND COSTS

The Commission anticipates that the maximum budget available for this Contract is €199,999 exclusive of VAT. This figure represents the maximum amount available and does not constitute a commitment by the Commission to draw down services to this value.

Tenderers must ensure that all costs submitted are accurate, complete and inclusive of all costs associated with the delivery of the Services, including management, administration, travel, subsistence, expenses and any other charges, unless expressly stated otherwise in this RFT.

All prices must be submitted in Euro (€) and exclusive of VAT.

Payment will be made following receipt of valid, complete and accurate invoices, subject to satisfactory delivery of the Services and in accordance with the payment terms set out in **Appendix 2 – Terms and Conditions of Supply of Services**.

The Commission will not be responsible for any errors, omissions or miscalculations in pricing submitted by Tenderers.

4. INSTRUCTIONS TO TENDERERS

4.1 Tender Documents - Ambiguity, Discrepancy, Error, Omission

If a Tenderer considers that it is missing any document or information which would prevent the submission of a comprehensive Tender, the Tenderer should notify the Commission via the eTenders messaging function as soon as possible.

Tenderers shall immediately notify the Commission if they become aware of any ambiguity, discrepancy, error or omission in the Request for Tenders.

Upon receipt of such notification, the Commission shall issue a written clarification or ruling, which shall be communicated to all Tenderers via eTenders and shall form part of the Request for Tenders.

4.2 Deadline for receipt of tenders

The deadline for receipt of Tenders is **9th October 2026 at 15:00.**

4.3 Queries

All queries relating to this competition must be submitted via the **eTenders messaging function.**

Clarifications and responses will be issued through eTenders and will be made available to all Tenderers to ensure equal treatment.

Deadline for queries: 28th September 2026 at 15:00

4.4 Submission of tenders

Tenders must be submitted electronically via www.etenders.gov.ie.

Tenders submitted by any other means, including hard copy, email or fax, will not be considered. Late Tenders will not be accepted.

4.4.1 Format for submission of tenders

Tender submissions must be completed using the **Tender Response Document.**

Tenderers should note that page limits apply to certain qualitative award criteria, as specified in the Tender Response Document.

The format of the Tender Response Document must be complied with, and each requirement must be responded to in the order set out in the document.

The Tender Response Document is provided in Word format to allow additional pages or text boxes to be inserted where necessary. Tenderers must **not** submit responses to award criteria in separate appendices or standalone documents.

4.5 Qualification of tenders

Qualifications, conditions or caveats attached to a Tender may be regarded as a counteroffer and may result in the Tender being deemed non-compliant and rejected.

4.6 Modifications to tenders prior to the closing date for receipt of tenders

Tenderers may modify or withdraw their Tender at any time prior to the deadline for receipt of Tenders by submitting a revised Tender via eTenders.

The most recent valid submission received via eTenders by the deadline will be deemed to be the Tenderer's final Tender. No modifications will be accepted after the deadline.

4.7 Extension of tender period

The Commission reserves the right, at its sole discretion, to extend the deadline for receipt of Tenders by issuing a notice to Tenderers via eTenders prior to the original closing date.

4.8 Cost of preparation of tender

The Commission will not be liable for any costs incurred by Tenderers in the preparation or submission of Tenders or in relation to any associated activities.

Tenderers are responsible for ensuring that they fully understand the requirements of this Request for Tenders and for any costs incurred in attending clarification or other meetings, where required.

4.9 Tender Validity Period

Tenders shall remain valid for a period of **six (6) months** from the deadline for receipt of Tenders.

4.10 Currency

Tender prices may be submitted in Euro only. All invoices and payments will be in Euro only.

4.11 Confidentiality

This Request for Tenders is issued solely for the purpose of obtaining Tenders for the services described herein and does not confer any right to use the documentation for any other purpose.

Tenderers shall treat all information supplied in connection with this competition as confidential. The Commission will use reasonable endeavours to treat confidential information received from Tenderers as confidential, subject to its obligations under applicable law, including the Freedom of Information Acts.

4.12 Conflict of interest

Any conflict of interest involving a tenderer must be fully disclosed to The Commission. Any registerable interest involving the tenderer and The

Commission or employees of The Commission or their relatives must be fully disclosed in the Tender or should be communicated to The Commission immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of contract. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate the award of contract, depending on when the conflict of interest comes to light.

4.13 Freedom of Information Act

Each of the parties will undertake to use their reasonable endeavours to hold confidential any confidential information received from the other party, subject to The Commission's obligations under law, including (if applicable) the provisions of the Freedom of Information Act 2014. The tenderer will agree that, should it wish any confidential information supplied by it to The Commission not to be disclosed, because of its commercial sensitivity, it will, when supplying such information, identify same and specify the reasons for its sensitivity. The Commission will consult with the tenderer about such sensitive information before making a decision regarding release of such information under the Freedom of Information Act 2014. However, The Commission will give no undertaking or assurance that such information will not be released under the provisions of the Freedom of Information Act 2014 and the final decision on whether or not to release such information rests with The Commission or as set out in the Freedom of Information Act 2014.

4.14 Data protection

In this clause, "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 Commissioner or other supervisory authority for data protection in Ireland from time to time.

The Commission will be a data controller (where Data Controller has the meaning given to it under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given to it 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 data provided by it in its Tender, is required to confirm in the statement required in the Form of Tender in Tender Response Document that all Data Subjects (where Data Subject has the meaning given to it 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 Commission and the assessment panel for the purposes of the participation of the Tenderer in this Competition or that the Tenderer has a legal basis for providing such Personal Data to The Commission for the purposes of its participation in this Competition.

Note to tenderers: If providing personal data, please provide ALL personal data in a separate appendix to the main body of your tender submission.

4.15 Tax Clearance Certificate

It will be a condition for the award of contract that the tenderer can demonstrate tax clearance throughout the lifetime of the contract. See Irish Revenue web site www.revenue.ie.

4.16 Irish Legislation

Tenderers should be aware that Irish national legislation applies in matters such as employment, working hours, official secrets, data protection, and health and safety. All relevant aspects of such legislation must be observed at all times by the successful service providers.

Tenderers must also have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing tenders and delivering services under a contract.

4.17 Determination of responsiveness

After the official opening of tenders, The Commission or its staff or agents will determine whether each tender is substantially responsive to the requirements of the request for tenders.

If a material deviation exists that limits in any substantial way The Commission's rights or the tenderer's obligations under the contract, the tender shall be rejected.

4.18 Clarification of tenders

Without prejudice to the conduct of the open procedure, to assist in the examination and comparison of tenders, The Commission may ask tenderers for clarification of aspects of their tenders, including a breakdown of the financial proposal or other information.

4.19 Consortia and Prime/Subcontractors

Where a group of undertakings submit a tender in response to this RFT, The Commission will deal with all matters relating to this public procurement competition through the entity who will carry overall responsibility for the performance of the contract only ("Prime Contractor"), irrespective of

whether or not tasks are to be performed by a subcontractor and/or consortium members.

4.20 Correction of errors

The Commission may examine Tenders for arithmetical errors. Where there is a discrepancy between figures and words, the amount in words shall prevail. Where there is a discrepancy between a unit rate and an extended total, the unit rate shall prevail unless the Commission determines that a manifest error has been made. Any correction will be notified to the Tenderer for confirmation. Where a Tenderer does not accept the correction, the Commission may reject the Tender.

4.21 Interference

Any effort by the tenderer to unduly influence The Commission, relevant The Commission personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

4.22 Inducements to purchase

The Commission shall be entitled to disqualify a tenderer in the following circumstances:

- If the tenderer has offered or given or agreed to give to any person any gift or consideration 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 contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with The Commission, or
- If like acts have been done by any other person employed by the tenderer or acting on its behalf (whether with or without the knowledge of the tenderer).

The Competition Act, 2014 makes it a criminal offence for tenderers to collude on prices or terms in a public tender procedure. Where The Commission has reasonable grounds to believe that a tenderer may have been involved in collusion, it shall be entitled to exclude such tenderer from the competition at its sole discretion.

4.23 “Or Equivalent”

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

4.24 Notification of tender evaluations

All tenderers will be informed of the outcome of their tender following tender evaluation and subsequent clarifications (if any), as well as of any decisions reached regarding the award of this contract.

4.25 Award to runner-up

If for any reason it is not possible to conclude the contract with the designated successful tenderer emerging from this competitive process; or if having concluded the contract The Commission considers that the successful tenderer has not met, or cannot meet its obligations; The Commission reserves the right to award the next highest scoring tenderer the contract on the basis of the same terms at any time during the tender validity period. This shall be without prejudice to the right of the Coimisiún to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.26 Payment

The Coimisiún operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012 as amended.

4.27 Terms and Conditions

A copy of The Commission's Terms and Conditions is available in Appendix 2. Tenderers must submit their Tenders on the basis of the Terms and Conditions applicable at the date of Tender submission. The Commission intends to enter into contracts for services based on these Terms and Conditions (the "Contract").

4.28 Law

Both The Commission and the successful tenderer shall comply with Irish law and the jurisdiction of the Irish courts, which will govern the contract.

5. EVALUATION OF TENDERS

5.1 Selection Criteria

Tenderers will be assessed on a **pass/fail basis** against the Selection Criteria set out below. A Tenderer that fails to meet any Selection Criterion may be eliminated from the competition and will not proceed to evaluation under the Award Criteria.

Tenderers may self-declare compliance at Tender submission stage where expressly permitted. The Commission reserves the right to request supporting evidence at any stage and will verify required evidence before award of contract.

Where evidence is requested, Tenderers must provide it within **five working days**, unless otherwise agreed by the Commission. Failure to provide satisfactory evidence within the required timeframe may result in elimination.

5.1.1 Confirmation of Eligibility

Tenderers are required to provide the following information in the Tender Response Document:

- Contact information for the Tenderer;
- Details of any proposed partnership, consortium or subcontracting arrangements, including the names of all subcontractors and/or consortium members involved in the delivery of the services;
- A description of the role to be fulfilled by each subcontractor and/or consortium member; and
- The name, title, telephone number and email address of the nominated contact authorised to represent the Prime Contractor.

5.1.2 Economic and Financial Standing

Tenderers must declare in the Tender Response Document that they satisfy the economic and financial standing requirements set out below and that they are capable of providing the supporting evidence upon request and without delay.

Insurance	
Requirement	• Employers Liability Insurance (€13 m) • Public Liability Insurance (€6.5m) • Professional Indemnity Insurance (€1m)
Evidence	Tenderers must provide evidence that the required insurance is

	currently in place or confirmation from an insurer/broker that it can be put in place upon award.
Minimum standard	Evidence from insurer in relation to minimum levels of cover required.

Turnover	
Requirement	Average annual turnover for the last three financial years of at least €400,000 per annum.
Evidence	Tenderers must provide appropriate evidence (e.g., auditor's statement or financial accounts) detailing your turnover for each of the three previous financial years in the relevant table in the Tender Response Document OR if you do not have in your possession the evidence required under this eligibility criterion when submitting your tender proposals, you may, in the interim, complete the Form of Self-Declaration provided in the Tender Response Document

Tax clearance	
Requirement	Tenderers will be required to produce a tax clearance access number and tax reference number so that The Commission can verify their tax clearance before the contract is awarded and at any time thereafter.
Evidence	Tenderers must provide a tax clearance access number and tax reference number from the Irish Revenue Commissioners

	using the table provided in the Tender Response Document OR if you do not have in your possession the evidence required under this eligibility criterion when submitting your tender proposals, you may, in the interim, complete the Form of Self-Declaration provided in the Tender Response Document.
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5.1.3 *Technical and Professional Ability*

Previous experience	
Requirement	Previous experience of contracts of a similar nature undertaken within the last five (5) years.
Evidence	Tenderers must provide details of two (2) relevant contracts undertaken within the last five (5) years. References may relate to completed contracts or ongoing contracts where the Tenderer can demonstrate that comparable elements, phases or milestones have been successfully completed.

5.1.4 *Declarations*

Tenderers must complete and sign the following declarations in the Tender Response Document:

- a. Declaration of Bona Fides
- b. Declaration re. Statutory Obligations

5.1.5 *Resource allocation*

Tenderers must provide details for the individuals nominated to undertake the contract for The Commission. Comprehensive curriculum vitae must be included for each individual identified. CVs demonstrating the nominated consultant's expertise for the role / project must be provided for all key personnel. Tenderers must confirm that the proposed personnel will have sufficient availability to perform their allocated roles for the duration of the Contract.

5.1.6 Form of Tender

Tenderers must complete and sign the Form of Tender in the Tender Response Document in addition to completing the Pricing Schedule for the purposes of pricing clarity.

5.2 Award / assessment criteria

This Contract will be awarded to the Tenderer submitting the most economically advantageous tender (MEAT), identified following application of the award criteria and weightings set out below.

In assessing Tenders, the Commission will evaluate the extent to which each Tender demonstrates a clear understanding of the requirements set out in Appendix 1 – Specification of Services, together with the Tenderer's proposed methodology, resources, cost and approach to environmental, social and sustainability considerations.

The Commission reserves the right not to award a Contract as a result of this competition and/or to cancel the competition in accordance with applicable law.

Criterion	%	Minimum score required ¹
Programme Design and Methodology		
Tenderers should provide a clear and comprehensive methodology for the design, mobilisation, management and delivery of the proposed programme. The response should include: - the proposed programme structure, activities, delivery methods and sequencing; - the proposed number and format of workshops, masterclasses, mentoring, networking and/or other development activities; - the proposed participant cohort size and the rationale for that approach; - the proposed recruitment and selection methodology, including eligibility/assessment arrangements,	35	21

¹ 60% of the maximum achievable score

transparency, management of conflicts of interest and measures to support inclusion, diversity and regional representation; - the proposed programme outputs and intended participant/project outcomes; - the approach to facilitating collaboration and progression opportunities; - an indicative delivery schedule covering mobilisation, recruitment, programme delivery and reporting over the 12-month contract period; - the proposed approach to programme monitoring, evaluation and reporting; and - identification of any optional elements, including showcase or pitching events, and confirmation as to whether these are included within the tendered price. Marks will be awarded having regard to the quality, clarity, coherence, feasibility, scale and appropriateness of the proposed programme and methodology, including the extent to which the proposed activities, participant cohort, outputs, delivery arrangements and timetable provide a credible and effective approach to delivering the requirements of Appendix 1.		
Shared Island Objectives Tenderers should describe how the proposed programme will deliver the objectives of the Shared Island Media Fund, including how it will facilitate meaningful cross-jurisdictional engagement and collaboration, support engagement with diverse perspectives, backgrounds and communities, and support the development of audiovisual projects addressing Shared Island themes. Tenderers should also describe how the effectiveness of their proposed approach will be monitored and assessed during delivery.	15	9
Ultimate cost	25	N/A

Tenderers are required to complete the Form of Tender. All costs must be inclusive of all expenses and shall be fixed for the duration of the Contract. The lowest valid Tender will receive the highest score under this criterion, with other Tenders scored on a pro-rata basis.		
Relevant Experience and Capacity		
Tenderers should demonstrate the quality and suitability of the proposed delivery team and the capacity available to deliver the programme. The response should include the proposed team structure and allocation of roles and responsibilities; the relevant skills, qualifications and experience of key personnel; relevant experience in audiovisual and/or talent development; relevant experience of collaborative or cross-jurisdictional programmes; and the availability and allocation of personnel throughout the Contract. Marks will be awarded having regard to the relevance and quality of the proposed team's skills and experience, the appropriateness of the proposed allocation of roles and responsibilities, and the demonstrated capacity of the proposed team to successfully deliver the programme.	20	12
Environmental, Social and Sustainability Considerations		
Tenderers should outline, at a proportionate level, the specific environmental, social and sustainability measures they propose to apply in delivering the Contract. Marks will be awarded having regard to the relevance, practicality and likely effectiveness of the measures proposed in the context of the Services.	5	N/A
TOTAL	100	N/A

Tenderers must achieve the minimum score specified above for each criterion to which a minimum score applies. A Tenderer that fails to achieve an applicable minimum score will be eliminated from the competition and will not proceed to price evaluation.

5.3 Calculation of 'Ultimate Cost'

In order to arrive at an ultimate cost for comparative purposes, The Commission will use the costs provided in the Form of Tender.

The lowest ultimate cost tender which also meets all of the minimum requirements specified in these tender documents will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated by using the following formula:

Number of points = the cost of the lowest valid tender divided by the ultimate cost of the tender in question and multiplied by the maximum score achievable.

The Commission reserves the right not to award a Contract as a result of this competition and/or to cancel the competition in accordance with applicable law.

5.4 Verification / clarification meetings

The Commission may hold verification or clarification meetings with Tenderers where necessary to clarify or verify information contained in a Tender. Any such meeting will be for clarification or verification purposes only and will not provide a Tenderer with an opportunity to materially amend, supplement or improve its Tender. Evaluation and scoring will be based on the Tender as submitted, subject only to permissible clarification or verification.

Where such meetings are required, details regarding the arrangements will be communicated to the relevant Tenderers. The Commission may request that key personnel proposed to deliver the Services attend such meetings.

APPENDIX 1 – SPECIFICATION OF SERVICES

Request for Tenders (RFT) Provision of a Shared Island Media Fund Talent Development and Content Development Initiative for Audiovisual Content

Context: Shared Island Media Fund

In 2025, the Government of Ireland announced over €50 million in new Shared Island Fund investments, including €14 million to Coimisiún na Meán to take forward a new [Shared Island media programme](#) from 2026-2029. Coimisiún na Meán is Ireland's independent media regulator, whose remit includes supporting and developing the Irish media sector.

Through a multi-year programme of supports, the [Shared Island Media Fund](#) will seek to stimulate the creation of new content, strengthen talent and enable collaboration across media across the island of Ireland. In delivering this work, we are committed to engaging in a way that reflects the diverse identities, traditions and professional contexts across the island, supporting respectful and inclusive collaboration North and South.

In addition to content production funding, the Fund will provide financial support for strategic development initiatives intended to strengthen professional practice, encourage cross-border collaboration and support the sustainability of the audiovisual sector.

This (Request for Tenders) RFT relates to the delivery of a talent development and content development initiative for **audiovisual content** under the Shared Island Media Fund. A separate RFT will be developed for audio content.

Purpose of the RFT

Coimisiún na Meán invites tenders from suitably qualified organisations for the design, management and delivery of a structured programme of development activity that will:

- Facilitate engagement between audiovisual practitioners based in different parts of the island of Ireland
- Support the development of creative, editorial and professional skills relevant to audiovisual development and production
- Provide structured opportunities for professional networking and collaboration
- Support the development of audiovisual projects that address shared island themes and that demonstrate potential to progress to production

Contract Value

The maximum value of the Contract is €199,999 exclusive of VAT and inclusive of all costs associated with the delivery of the Services. A single Contract will be awarded.

Scope of Services

Programme Design and Delivery

Tenderers must propose a clearly defined programme comprising a series of development and networking activities for audiovisual practitioners. The programme may include:

- Content development workshops or labs
- Masterclasses or seminars
- Facilitated networking activity
- Mentoring or consultancy (individual and/or group-based)
- Scripted and/or unscripted audiovisual development activity
- Pitching sessions or showcase events

Tenderers are not required to deliver a prescribed minimum number of individual programme activities. Tenderers should propose the scale, structure and mix of activities they consider appropriate to deliver the objectives of the programme within the available budget. Tenderers must clearly identify the number, format and frequency of the activities proposed and explain the rationale for their proposed programme structure.

Pitching sessions and showcase events are optional. Where a Tenderer proposes to include such an activity, this should be clearly identified in the proposed programme and all associated costs must be included within the tendered price.

The proposed programme should demonstrate a logical structure and progression, supporting participants from skills development through to content development.

Shared Island Focus

Tenderers must demonstrate an understanding of the Shared Island Media

Fund objectives and clearly outline:

- How shared island themes will be addressed within the programme content
- How participants will be supported to engage with a range of perspectives and experiences
- How collaboration across jurisdictions will be encouraged and facilitated
- How participants from diverse backgrounds and communities will be encouraged and facilitated

Participants

Tenderers must specify:

- The intended participant profiles
- The proposed number of participants and programme structure
- The recruitment and selection process, which must be fair, open and transparent
- Measures to support inclusion, diversity and regional representation
- Measures to support the development of content that may be broadcast on Public Service, Commercial and Community broadcast services.

Expected Outputs

The programme should be designed to deliver measurable development outputs, which may include:

- Audiovisual project concepts, treatments or scripts
- Development teams formed around shared island themed projects
- Clearly identified progression routes for developed projects

Deliverables and Reporting

The successful tenderer will be required to:

- Deliver the programme in accordance with the agreed proposal and schedule
- Provide a delivery plan with key milestones
- Submit progress updates as requested by Coimisiún na Meán
- Submit a final report detailing activity delivered, participation levels, outputs and outcomes

Contract Duration

The Contract is expected to commence in 2026 and run for a period of 12 months, including planning, mobilisation, participant recruitment and selection, programme delivery and reporting. Tenderers should demonstrate their readiness to mobilise and commence delivery within this timeframe.

Budget

Tenderers must submit a detailed budget breakdown, clearly identifying:

- Programme delivery costs
- Facilitator and mentor fees and expenses
- Participant-related costs

- Management and administration costs

Budgets must demonstrate value for money and a clear relationship between activities and expenditure.

Suitability and Capacity

Tenderers must demonstrate:

- Relevant experience in delivering audiovisual development or talent development initiatives
- Familiarity with audiovisual development and production processes
- Experience delivering collaborative or cross-jurisdictional projects
- Appropriate governance, staffing and financial capacity

Consortium tenders are permitted. A lead tenderer must be identified.

Award Criteria

The contract will be awarded on the basis of the Most Economically Advantageous Tender (MEAT)

Intellectual Property

Tenderers must set out their proposed approach to intellectual property. As a general principle, participants should retain rights in content developed, subject to acknowledgement of the Shared Island Media Fund and Coimisiún na Meán.

Submission Requirements

Submissions must include:

- A written response to this RFT
- Programme description and indicative timetable
- Details of delivery personnel and relevant experience
- A detailed budget

APPENDIX 2 –THE COMMISSION TERMS AND CONDITIONS OF SUPPLY OF SERVICES

These terms and conditions shall apply to the Contract between The Commission and the Supplier and, subject to clauses **Error! Reference source not found.** and **Error! Reference source not found.**, shall not be deemed to be amended or excluded in whole or part save by written agreement duly executed by the Supplier and The Commission and making express provision for such amendment or exclusion. Any rights or remedies of The Commission otherwise or elsewhere provided for in the Tender Documents shall be deemed to be in addition to and not to limit the rights and entitlements of The Commission pursuant to these terms and conditions. Any terms or conditions of the Supplier (including any terms and conditions contained in Schedule D) whether contained in quotations, invoices or otherwise, conflicting with or purporting to amend or exclude these terms and conditions shall be deemed not to apply.

1. General Terms

- 1.1 This Contract takes legal effect on and from the Effective Date and continues in full force and effect for the Term unless earlier terminated in accordance with this Contract.
- 1.2 If the Particulars of Contract indicate The Commission may extend the Term of the Contract, The Commission (on ten (10) Business Days' notice to the Supplier) may

unilaterally extend the contract on the basis specified in the Particulars of Contract (or other such terms agreed between the parties) and references to the Term shall include any such extensions.

- 1.3 The Supplier undertakes to perform the Services from the Effective Date until expiry of the Term to the highest professional standards at all times and in compliance with the terms of this Contract.
- 1.4 The Supplier shall accept sole responsibility for acquiring any permits or licences necessary for its performance of the Contract.
- 1.5 The Commission shall not be responsible under any circumstances for any loss or damage suffered by the Supplier or its servants or agents in the performance of the Contract, nor entertain any claim relating to such damage.

2. Probationary Period

- 2.1 Without prejudice to any other rights of The Commission pursuant to this Contract, The Commission may terminate this Contract for any reason or no reason during the Probationary Period on five (5) Business Days' notice to the Supplier.
- 2.2 During this Probationary Period, the performance and suitability of the Supplier to perform the Services will be monitored. At the end of the Probationary Period the Supplier will be informed in writing if it has:
 - 2.2.1 successfully completed the Probationary Period;
 - 2.2.2 failed to complete the Probationary Period (and will be subsequently terminated in accordance with clause 2.1); or
 - 2.2.3 failed to complete the Probationary Period to The Commission's satisfaction, whereby the Supplier's Probationary Period will be extended by the lesser of two months and the remainder of the Term.
- 2.3 If The Commission fails to contact the Supplier at the end of the Probationary Period, the Supplier shall be deemed to have successfully completed the Probationary Period.

3. Payment Terms

- 3.1 Prior to the performance of any Services under this Contract it shall be the responsibility of the Supplier to procure the issue from The Commission of a valid written purchase order for the relevant Services and the Services may be supplied only following issue of such written purchase order by The Commission to the Supplier.
- 3.2 The Supplier shall invoice The Commission in accordance with the provisions of Schedule B.
- 3.3 In accordance with the Late Payments in Commercial Transactions Regulations 2012, payment will be made within 30 (thirty) days of receipt of a valid, complete and accurate

invoice provided in accordance with clause 3.2, delivered by the Supplier to The Commission's Finance Department, quoting a valid purchase order number. Each invoice shall include such supporting information reasonably required by The Commission to verify the accuracy of the invoice, including the information specified in Schedule B.

- 3.4 Payment will not be made to a Supplier who has failed to demonstrate its tax clearance status.
- 3.5 The Commission shall withhold tax as required by the Taxes Consolidation Act 1997 (as amended) and the Revenue Commissioners in respect of payments made by public bodies for professional services.
- 3.6 The charges for the Services are as set out in Schedule B and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by The Commission, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. Any and all taxes applicable to the provision of the Services under and in accordance with this Contract will be the sole responsibility of the Supplier and the Supplier so acknowledges and confirms.
- 3.7 Wherever under this Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to The Commission in respect of any breach of this Contract), The Commission may deduct, with prior notice to the Supplier, that sum from any sum then due, or which at any later time may become due to the Supplier by The Commission under this Contract.

4. Warranties

- 4.1 The Supplier warrants, represents and undertakes that, subject to the remaining provisions of this clause 4:
 - 4.1.1 it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Contract and to provide the Services hereunder;
 - 4.1.2 it has taken all and any action necessary to ensure that it has the power to execute and enter the Contract;
 - 4.1.3 it owns, has obtained or is able to obtain, all relevant titles and licences that are necessary to allow it carry out its obligations and responsibilities under this Contract;
 - 4.1.4 it has not and will not in the supply of the Services under this Contract at any time infringe the intellectual or other property rights of any third party;
 - 4.1.5 it is entering into this Contract with a full understanding of its material terms and risks and is capable of assuming those risks;

- 4.1.6 The Commission has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Contract;
- 4.1.7 it has made and shall make its own enquiries as to the accuracy of the information referred to in clause 4.1.6;
- 4.1.8 the status of the Supplier, as declared in its European Single Procurement Document response included within the Tender Documents, has not changed and none of the circumstances listed in Regulation 57 of the 2016 Regulations apply to the Supplier;
- 4.1.9 it will provide the Services in accordance with the Terms and Conditions of this Contract;
- 4.1.10 it will provide the Services with all reasonable due diligence, skill and care, and that all persons engaged by the Supplier in connection with the provision of the Services shall be competent, appropriately qualified and experienced having regard to the Services being provided and in accordance with the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs specified in this Contract (if any), the Term, the pricing structure and any other relevant factors;
- 4.1.11 following a written request to that effect by The Commission, the Supplier will procure the immediate removal of any member of the Supplier's personnel and the replacement by another suitably qualified member of the Supplier's personnel. The Commission agrees to act reasonably and in good faith in relation to any such request;
- 4.1.12 it has acquainted itself with and shall comply with all relevant legal and/or regulatory statutes, bylaws, regulations and requirements of any government, local or other competent authority and best industry practice including but not limited to those relating to tax, health, safety and the environment, employment, and those made known by The Commission to the Supplier in this Contract, the Tender Documents (if applicable) or otherwise in connection with the Services;
- 4.1.13 any materials, software, facilities and equipment used for or incorporated into the Services shall be fit for their intended purpose, of best quality and free from defects in workmanship, installation and design;
- 4.1.14 it retains and maintains the insurances required by this Contract;
- 4.1.15 it will maintain the confidentiality and integrity of any Customer Information or Confidential Information acquired or accessed by the Supplier and/or Supplier Personnel in the course of providing the Services; and
- 4.1.16 the Services shall not infringe any patent, trademark, registered design, copyright or other right of any third party.
- 4.2 The warranties and remedies provided for in this clause 4 shall be in addition to those implied by or available at law or in equity and shall continue in force notwithstanding

acceptance by The Commission of all or part of the Services in respect of such warranties and remedies.

- 4.3 The Supplier undertakes to notify The Commission forthwith of any material change to the status of the Supplier with regard to the warranties, representations and undertakings as set out in this clause 4 and to comply with all reasonable directions of The Commission with regard thereto which may include termination of this Contract.

5. Supply of Services

- 5.1 The Services shall be supplied to the satisfaction of The Commission in strict conformity with this Contract (in particular the standard specified in clause 4.1.10) and the Specification of Services set out in Schedule A, except as may otherwise be agreed in writing by The Commission. The Supplier will provide such reports, if any, as are detailed in Schedule A promptly.
- 5.2 The Supplier shall at all times allocate sufficient resources to provide the Services in accordance with the terms of the Contract and shall ensure that any personnel engaged in the provision of any of the Services shall, if required by The Commission, attend such meetings with The Commission as and when reasonably required.
- 5.3 The Supplier shall during the Term perform the Services and shall take all appropriate steps having regard to its obligations under the Contract to ensure that all matters are dealt with to ensure performance of the Services as provided for in the Contract and to achieve the timely, efficient and economic performance of its obligations under the Contract in a manner and to the standards and within the time stipulated in the Contract.
- 5.4 If The Commission is not satisfied with the standard of any part of the Services provided, The Commission, at its absolute discretion, may either:
- 5.4.1 require the Supplier, within a specified period and at no charge, to re-perform and/or re-execute the relevant Services to its satisfaction; or
- 5.4.2 perform and/or execute all or part of the relevant Services by using its own personnel or by engaging a third party to do so and all costs and expenses incurred by The Commission in such regard will be deducted from any sums due or to become due to the Supplier under this Contract or will be recoverable from the Supplier by The Commission as a debt free from counterclaim, set-off or similar.
- 5.5 Without prejudice to any other rights of The Commission under the Contract, The Commission may terminate this Contract with immediate effect if the Supplier does not comply with any requirement under clause 5.4 within the time specified or if The Commission is not satisfied with the standard of any such remedial Services undertaken by the Supplier.
- 5.6 The Supplier will prioritise its obligation under this Contract in relation to the other business activities of the Supplier to ensure that it can comply with its covenants and obligations in the manner contemplated by this Contract.

- 5.7 The Supplier acknowledges that it does not have any exclusive right to provide the Services, or Services similar or identical to the Services, to The Commission, and that there is no guarantee of any value, volume or frequency of Services unless otherwise specified.
- 5.8 The Supplier acknowledges and agrees that The Commission is deemed to have fully relied on the Supplier's skill, expertise and experience in providing the Services. The Supplier further acknowledges and agrees that The Commission may require the Supplier to interact with other suppliers of The Commission and the Supplier shall provide such reasonable co-operation and information regarding the Services as The Commission may reasonably require without further payment.
- 5.9 The Supplier shall comply with all relevant standards and codes (including inter alia voluntary codes) and all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental or other applicable authority having jurisdiction (hereafter "Laws") in its performance of the Services and production and provision of the Services hereunder and shall ensure that the Services are in compliance with such Laws and without prejudice to the generality of the foregoing shall ensure that the production, creation and transmission of all materials supplied or generated pursuant to the Contract shall be designed and implemented in strict compliance with those Laws and shall obtain and pay for, at its own cost all licences and permits necessary for the performance of Services under the Contract.
- 5.10 Nothing in this Contract shall prohibit or be deemed to prohibit the Supplier from providing services similar to the Services to any other third party, providing that the provision of Services to any such third party shall not interfere or adversely affect the provision of the Services to The Commission.

6. Change Control Procedure

- 6.1 Both parties agree that any request for change to the scope of the Services will be processed in writing according to the following Change Control Procedure:
- 6.1.1 at any time during the Term of this Contract, either party may propose a change or changes to any part or parts of this Contract;
- 6.1.2 the Change Control Procedure set out in this clause 6 will apply to all changes irrespective of whether the Supplier or The Commission proposes the change save that clause 6.1.6 shall not apply where The Commission requests a change to the Services;
- 6.1.3 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 and the supply of Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment");
- 6.1.4 the parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and a tender

submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the parties;

6.1.5 on approval of an Impact Assessment or where the change is proposed by The Commission, this Contract and/or the schedules should be updated and revised as appropriate and in writing;

6.1.6 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 Contract; and

6.1.7 the Supplier and The Commission will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented.

7. Intellectual, Industrial and Commercial Property Rights

7.1 In relation to The Commission Background IPR:

7.1.1 The Commission and its licensors shall retain ownership of all The Commission Background IPR; and

7.1.2 where The Commission provides The Commission Background IPR to the Supplier in connection with the Services, The Commission grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy and modify all The Commission Background IPR for the term of the Contract solely as required for the purpose of providing the Services to The Commission.

7.2 In relation to the Supplier Background IPR:

7.2.1 the Supplier and its licensors shall retain ownership of the Supplier Background IPR;

7.2.2 the Supplier grants to The Commission a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use, copy and modify any Supplier Background IPR supplied by or on behalf of the Supplier in connection with the provision of the Services, to the extent required in order to allow The Commission to utilise the Services and the deliverables, including as required in order to make use of the Project Specific IPR and to otherwise enjoy the benefits of the Contract; and

7.2.3 The Commission may sub-license the rights granted in clause 7.2.2 to any replacement supplier for the purpose of The Commission's receipt of services similar to the Services and to any other public body that takes over some or all of the functions performed by The Commission, for the purpose of carrying out those functions.

7.3 If The Commission has chosen the "Licence" option in the Particulars of Contract, the following provisions shall apply in relation to the Project Specific IPR:

7.3.1 the Supplier shall retain ownership of the Project Specific IPR;

- 7.3.2 the Supplier grants to the The Commission, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Project Specific IPR for the purpose of receiving and using the Services and the deliverables and to otherwise enjoy the benefits of the Contract; and
- 7.3.3 The Commission may sub-license the rights granted in clause 7.3.2 to any replacement supplier for the purpose of the The Commission's receipt of services similar to the Services and to any other public body that takes over some or all of the functions performed by The Commission for the purpose of carrying out those functions.
- 7.4 If The Commission has chosen the "Ownership" option in the Particulars of Contract, the following provisions shall apply in relation to the Project Specific IPR:
- 7.4.1 the Supplier assigns the Project Specific IPR to the The Commission, with full title guarantee and free from all third party rights;
- 7.4.2 the Supplier shall obtain waivers of all moral rights in the Project Specific IPR to which any individual is now or may be at any future time entitled under the Copyright and Related Rights Act, 2000 or any similar provisions of law in any jurisdiction; and
- 7.4.3 the Supplier shall, promptly at the The Commission's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as The Commission may from time to time require for the purpose of securing for the The Commission all right, title and interest in and to the Project Specific IPR assigned to the The Commission in accordance with clause 7.4.1.
- 7.5 The provisions of this clause will continue to apply notwithstanding the termination of this Contract for any reason and notwithstanding the completion of the Services.
- 7.6 Save as expressly set out in this clause 7, all pre-existing Intellectual Property Rights shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- 7.7 The Supplier shall indemnify The Commission in full against all liabilities, costs, expenses, damages and losses (calculated on a full indemnity basis) suffered or incurred by the The Commission arising out of, or in connection with, the receipt, use or supply of the Services, including the use of the Project Specific IPR and the Supplier Background IPR.
- 7.8 If as a result of any such action or infringement detailed in clause 7.7 The Commission is unable to lawfully use or benefit from the Services, or if such action or claim is likely to be made or is initiated, the Supplier will either procure for The Commission the right to continue to use and benefit from the Services in accordance with the Contract, or replace or modify the Services, with services of comparable quality, serviceability and capability at no cost to The Commission, so that it becomes non-infringing.
- 7.9 The Supplier shall at the request and reasonable expense of The Commission provide such assistance as The Commission may require in obtaining, maintaining, defending

and/or enforcing The Commission's rights in respect of the Services, including without limitation the execution of all necessary documents.

8. Compliant Systems/Machinery/Products

The Supplier guarantees and undertakes that all systems, machinery, hardware, software and products supplied or used in the performance of this Contract are or will, when supplied or used, be Compliant Systems.

9. Liability, indemnity and insurance

- 9.1 The Supplier shall be liable to The Commission for any losses, actions, proceedings, costs, expenses, damages, claims and liabilities incurred by The Commission arising out of:
 - 9.1.1 any injury, including fatal injury and disease, to Supplier or The Commission personnel or third parties, or loss or damage to the property of third parties which is caused or contributed to by the negligence, error, omission, breach of statutory duty, breach of contract or other default of the Supplier, its employees, servants or agents; and
 - 9.1.2 any assertion against The Commission that any member or former member of Supplier Personnel is or was an employee or worker of The Commission including without limitation, any liability for income tax or Pay Related Social Insurance contributions of Supplier Personnel, or any interest or penalties thereon or any claim for breach of contract, unfair dismissal, a statutory or other redundancy payment, unlawful deductions from wages, equal pay, sex, race or disability discrimination, a protective award or any other claim.
- 9.2 The Supplier hereby agrees to fully and effectively indemnify, hold harmless and keep so indemnified on demand The Commission from and against any liabilities whatever suffered or incurred by The Commission arising out of and/or in connection with the negligence, default, act, or omission of the Supplier and/or its personnel, sub-contractors or agents. This indemnity survives the termination or expiration of this Contract for whatever reason.
- 9.3 The Supplier will, at its sole cost and expense, effect and maintain for the benefit of The Commission for the Term, and such further period as may be required or ought prudently to be effected and maintained after the expiration or termination of this Contract, insurance cover with reputable insurers to cover its liabilities that may arise under or in connection with this Contract including:
 - 9.3.1 public liability insurance (if required by The Commission in the Particulars of Contract) that at a minimum achieves the levels and type required in the Particulars of Contract;
 - 9.3.2 employer's liability insurance (if required by The Commission in the Particulars of Contract) that at a minimum achieves the levels and type required in the Particulars of Contract; and

9.3.3 professional indemnity insurance (if required by The Commission in the Particulars of Contract) that at a minimum achieves the levels and type required in the Particulars of Contract (which professional indemnity insurance will be kept in place for at least six (6) years from the expiration or termination of the Contract).

9.4 The policies of insurance referred to in clause 9.3 will be shown by the Supplier to The Commission whenever The Commission requests, together with satisfactory evidence of payment of premiums.

9.5 Where the Supplier or any sub-contractor fails to insure any risk as required by The Commission, in accordance with the Contract, The Commission may insure the risk in question and deduct the amount of the premiums from any monies due to the Supplier.

10. Confidentiality

10.1 This Contract (including any negotiations relating thereto, the subject matter, terms, or performance of this Contract) and the Confidential Information of both parties shall be treated as proprietary and confidential. Both parties undertake to treat as confidential, and to cause their employees, agents and sub-contractors to treat as confidential, any and all Confidential Information of the other party which may come into its own possession or into the possession of any of their employees, agents or sub-contractors as a result of or in connection with the provision of the Services. The parties shall use the Confidential Information solely for the purposes of fulfilling their obligations under this Contract and shall not, subject to clause 10.3, at any time during or after expiry or termination of this Contract, disclose the said Confidential Information whether directly or indirectly to any third party without the prior written consent of the other party nor copy the said Confidential Information unless specifically permitted to do so by the other party. The parties undertake to make all relevant employees, agents and sub-contractors aware of this term and to take all steps necessary to ensure compliance with the obligations under this clause.

10.2 In protecting such Confidential Information, each party shall employ the highest standard of care, which shall in no event be less than the standard of care it employs in protecting its own confidential information.

10.3 Except with the prior written consent of the party from which it is received (the "Disclosing Party"), no party will disclose the other party's Confidential Information or any part thereof to any third party other than its own employees, agents or sub-contractors and then only to the extent that such disclosure is necessary for the performance of its obligations under this Contract, in which case, the party that has received the Confidential Information (the "Receiving Party") will take all reasonable steps to ensure that such information is treated as confidential by the person to whom it is disclosed, including requiring such person to enter into an appropriate confidentiality agreement with the Receiving Party. This paragraph and clauses herein will not apply to:

10.3.1 information required by the law of any jurisdiction to which the disclosure is subject, provided that the Receiving Party has taken all practicable legal steps to prevent such

disclosure and has where practicable consulted with the other party on the manner and timing of the disclosure;

- 10.3.2 information disclosed to the professional advisers or auditors of the party under obligations of confidence no less stringent than those assumed by the Receiving Party hereunder (which the Receiving Party undertakes to enforce);
 - 10.3.3 information lawfully in the possession of the recipient before the disclosure under this Contract took place;
 - 10.3.4 information that has come into the public domain through no fault of that party or breach of confidentiality;
 - 10.3.5 information that the other party has given prior written approval to such disclosure;
 - 10.3.6 information lawfully obtained from a third party who is free to disclose it; or
 - 10.3.7 information which is received or obtained by the Receiving Party without restriction on disclosure from a source free to disclose it other than the Disclosing Party or an agent of the Disclosing Party.
- 10.4 The restrictions contained in this clause 10 shall continue to apply after the termination of this Contract.

11. On-site Services

- 11.1 To the extent that all or any part of the Services are to be provided at or on or involve any entry to The Commission owned or controlled property then the Supplier shall comply with the following:
 - 11.1.1 prior to commencing the Services, the Supplier and any sub-contractors shall have obtained all necessary information relating to the property including (without limitation) any local conditions and the facilities at the property and any other information relevant to the Services to be provided under and in accordance with this Contract;
 - 11.1.2 when on The Commission property the Supplier and any sub-contractor shall comply strictly with all of The Commission's regulations relating to the property in question and any other requirements The Commission might have in relation to the Supplier's entry onto or presence at the property including but not limited to, health and safety, prevention of fire, use of facilities and security arrangements;
 - 11.1.3 the Supplier shall ensure that all personnel are dressed in a manner appropriate to the location and the work to be performed. This may include the requirement to wear safety clothing if so specified by The Commission; and
 - 11.1.4 if and to the extent required by The Commission, the Supplier shall undergo induction training in relation to the regulations and requirements referred to above before entering on to the relevant property.

12. Data Protection

- 12.1 Any capitalised terms used in this clause or related defined terms that are not defined in this Contract will have the meaning given to them in the Data Protection Legislation.
- 12.2 Each party shall comply with the data protection principles specified in Data Protection Legislation that are applicable to it in connection with the Services or the obligations of each party under this Contract.
- 12.3 If The Commission has indicated within the Particulars of Contract that a Data Processing Agreement is required, the Parties shall comply with the provisions of the Data Processing Agreement Addendum in Schedule E.

Indemnity

- 12.4 Notwithstanding any other provision of this Contract the Supplier will indemnify and keep indemnified The Commission against all losses, fines, damages, liabilities, legal fees, court costs and expenses, claims whatsoever and howsoever arising incurred or suffered by The Commission in connection with any breach of this clause **Error! Reference source not found.** (Data Protection and Security) and/or breach of Data Protection Legislation by the Supplier and/or its sub-processors.

13. Freedom of Information

- 13.1 The Commission is subject to the provisions of the Freedom of Information Act 2014 (as amended) and, accordingly, information furnished to The Commission by the Supplier may be subject to the provisions of the Freedom of Information Act. If the Supplier considers any of the information supplied by it to The Commission pursuant to this Contract should not be disclosed because of its sensitivity it should, when providing the information, identify same and specify the reasons for its sensitivity. It shall not be sufficient for the Supplier to furnish The Commission with a general statement of confidentiality in respect of all information furnished to The Commission.
- 13.2 The Supplier acknowledges that The Commission may be obliged under the Freedom of Information Act 2014 to disclose information regardless of any representations made by the Supplier.

14. Publicity

- 14.1 The Supplier may only list or advertise The Commission's name on a reference list or utilise The Commission's name for purposes of advertisement or sales with the prior written permission of The Commission.
- 14.2 The Supplier acknowledges that The Commission may be required to publish the value of the Contract and/or details regarding the Supplier on eTenders, the Official Journal of the European Union or other similar publications and systems.

15. Audit

- 15.1 The Commission or its authorised representatives shall have the right to audit all costs, rates and expenses relating to the Contract and the provision of the Services.
- 15.2 The Supplier shall maintain all records relevant to the Contract for the Term and for at least three (3) years after the termination of the Contract howsoever terminated (including the expiry of the Term).
- 15.3 The Supplier will maintain the aforesaid records either physically or by electronic media and The Commission or its authorised representatives shall have the right to reproduce and retain copies of any of the aforesaid records.

16. Termination at will

The Commission may terminate this Contract or cancel its order for any Services in whole or in part with thirty (30) days prior written notice for any reason.

17. Termination for cause or on insolvency

- 17.1 The Commission may immediately terminate this Contract without liability for compensation or damages (in addition to any other rights it may have under this Contract and any other rights it has at law) on the happening of any of the following:

- 17.1.1.1 a material breach or persistent breach of the Contract by the Supplier which is not remedied within fifteen (15) days (if capable of remedy);
- 17.1.1.2 if the Supplier 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;
- 17.1.1.3 in circumstances where The Commission becomes aware of any conflict of interest on the part of the Supplier which cannot, in the opinion of The Commission, be removed by other means;
- 17.1.1.4 in circumstances where The Commission becomes aware of any registrable interest on the part of the Supplier;
- 17.1.1.5 any of the exclusion grounds set out in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 apply to the Supplier;
- 17.1.1.6 the Supplier (or its subcontractor(s), if any) falls 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);
- 17.1.1.7 the Supplier brings (or is likely to bring) The Commission into disrepute;

17.1.1.8 any of the circumstances of Regulation 73 of the European Union (Award of Public Authority Contracts) Regulations 2016 apply in the opinion of The Commission; or

17.1.1.9 the Supplier is unable to provide the Services for any reason for a period in excess of five (5) Business Days.

18. Consequences of termination

- 18.1 On any termination of this Contract, howsoever occasioned, the Supplier shall promptly return to The Commission all of The Commission's product, samples and data in its possession or under its control and delete any and all of The Commission's data and information, (confidential or otherwise), from its systems and, if and to the extent requested by The Commission, fully and promptly co-operate with The Commission and provide reasonable assistance to ensure the smooth transfer of the provision of the Services from the Supplier to a new service provider.
- 18.2 Unless The Commission expressly agrees otherwise, such return shall be completed within one (1) calendar month of the termination of this Contract.
- 18.3 On termination of this Contract, the Supplier will refund to The Commission any Charges already paid to the Supplier under the terms of this Contract for Services to be delivered but which have not or cannot then be so delivered for reasons of termination of this Contract.
- 18.4 On termination of the Contract under clause 17.1, The Commission shall be entitled to set-off or otherwise recover the costs of a replacement service provider for the Services and any retendering costs in addition to any other right it may have under this Contract or at law.

19. Dispute Resolution

- 19.1 Without prejudice to any party's right to terminate, the parties shall try to settle quickly and amicably any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination.
- 19.2 The dispute shall, in the first instance, be discussed by the parties in an attempt to reach an amicable solution. If such attempt fails within 48 hours from the first written notice by one party to the other party that a dispute exists, the matter may be submitted by either party in writing to the highest ranking directors or senior personnel of the Supplier and The Commission who have responsibility for the provision or use of the Services to which the dispute relates. Such directors or senior personnel shall consult with the goal of attaining a solution satisfactory to both parties within 48 hours of submission.
- 19.3 If no satisfactory solution is attained pursuant to the process outlined at clause **Error! Reference source not found.** the parties will have the option to terminate the Contract.
- 19.4 The operation of this clause shall not prevent The Commission from taking any formal action or proceedings at any time.

20. Force Majeure

- 20.1 Neither party shall be liable for any breach of its obligations under this Contract resulting from the circumstances of Force Majeure.
- 20.2 Each party shall use its reasonable endeavours to give notice to the other upon becoming aware of an event of Force Majeure which materially affects its ability to perform its obligations, such notice to contain details of the circumstances giving rise to the event of Force Majeure.
- 20.3 The party unable to perform its obligations by reason of the event of Force Majeure shall be excused performance in accordance with this clause **Error! Reference source not found..**
- 20.4 In the event that the Force Majeure continues for a period of more than thirty (30) calendar days The Commission may terminate the Contract at fourteen (14) days' notice to the Supplier.
- 20.5 In the event the Supplier is unable to perform its obligations by reason of the event of Force Majeure The Commission shall be relieved from any obligation to make payments under this Contract.

21. Assignment and Sub-contracting

- 21.1 This Contract shall not be assigned or transferred or sub-contracted in whole or in part by the Supplier without the prior written consent of The Commission.
- 21.2 All sub-contract documents and sub-supplier selection shall be subject to written approval by The Commission prior to award of each sub-contract. No such approval shall create any contractual relationship between The Commission and any sub-supplier.
- 21.3 The Supplier shall be fully responsible for those elements performed by its sub-suppliers and for the acts and omissions of all its sub-suppliers to the same extent as it is for the acts and omissions of persons directly employed by it.
- 21.4 The Supplier shall maintain all sub-contract records and documentation, including without limitation, correspondence between the Supplier and its sub-suppliers and shall preserve such documents for three (3) years after termination of the Contract or such other period as The Commission may request. The Supplier shall make such records and documentation available to The Commission as part of The Commission's rights of audit under the Contract.

22. Waiver

- 22.1 No delay or omission by either party in exercising any right, power or remedy provided by law or under this Contract shall:
- 22.1.1 affect that right, power or remedy; or

22.1.2 operate as a waiver of it.

22.2 The single or partial exercise of any right, power or remedy provided by law or under this Contract shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

22.3 No waiver of any right, power or remedy provided by law or under this Contract shall take effect unless it is in writing and signed by authorised representatives of the party giving the waiver.

23. Supplier Personnel

23.1 The Commission and the Supplier acknowledge that the arrangements described in this Contract are such that no contractual relationship will exist either expressly or impliedly between any Supplier Personnel and The Commission.

23.2 The Supplier shall ensure that all Supplier Personnel shall adhere to any and all health and safety rules and regulations and other requirements of The Commission notified to it from time to time.

23.3 The Supplier shall ensure that all Supplier Personnel shall adhere to any and all monitoring procedures and any other monitoring requirements of The Commission notified to it from time to time.

23.4 The Supplier shall ensure that all Supplier Personnel shall irrevocably and with full title guarantee assign any and all right, title and interest in the products of their services and all related rights and properties hereunder to the Supplier to hold absolutely throughout the world in perpetuity.

23.5 The Supplier shall indemnify, keep indemnified and hold harmless, The Commission and its officers, employees, contractors and agents from and against all proceedings, actions, costs (including legal costs), charges, claims, expenses, damages, liability, losses and demands in respect of, caused by, or arising from any default or breach of Supplier Personnel of the obligations set out in clauses **Error! Reference source not found.** to **Error! Reference source not found.** above.

23.6 In the event that The Commission has reasonable grounds for dissatisfaction with the manner in which the Services are being carried out, they may require the Supplier to replace the Supplier Personnel involved PROVIDED that The Commission shall be entitled:

23.6.1 in the event that the Supplier is unable to provide a substitute which The Commission, acting reasonably, finds acceptable; or

23.6.2 in the event that The Commission, acting reasonably, is not satisfied with two consecutive substitutes;

to terminate this Contract.

- 23.7 The Supplier agrees that the Supplier Personnel will accept all local security arrangements deemed reasonably necessary by The Commission provided such security arrangements are advised to the Supplier in writing in advance.
- 23.8 The Supplier agrees that the Supplier Personnel will comply with project control/reporting arrangements deemed necessary by The Commission provided that such project control/reporting arrangements are advised to the Supplier in writing in advance.
- 23.9 The Supplier is acting solely as an independent contractor and is not an agent of The Commission, nothing in this Contract shall render the Supplier an employee, worker, agent or partner of The Commission and the Supplier shall not hold itself out as such.
- 23.10 This Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify The Commission for and in respect of:
- 23.10.1 any income tax, national insurance and/or social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify The Commission against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by The Commission in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
- 23.10.2 any liability for any employment-related claim or any claim based on employment status (including reasonable costs and expenses) brought by the Supplier or any agent, employee or sub-supplier of the Supplier against The Commission arising out of or in connection with the Services.
- 23.11 The Commission may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Supplier.

24. Transfer

The Supplier agrees that in the event that it is not successful in re-tendering (or in the event of it not re-tendering) for the provision of any new services at the expiry, early termination or non-renewal of the Contract, it will liaise, consult and co-operate in all reasonable respects with any new service provider in order to facilitate a smooth handover, including without limitation returning any and all property in the possession of the Supplier, its employees or agents.

25. No Partnership

Nothing contained in this Contract and no actions taken by the parties under this Contract shall constitute a partnership, joint venture, association or other co-operative entity between the parties or authorise either party to represent the other or to contract on behalf of the other party.

26. Notices

- 26.1 Any notice under this Contract shall be delivered personally or by courier, or by registered post or recorded delivery or by email (save for any notice required under clauses 2.1, 16 or 17) in accordance with the provisions of this clause **Error! Reference source not found..**
- 26.2 Notices given to the Supplier shall be delivered to the Supplier Contract identified in The Commission in the Particulars of Contract. Notices given to the Supplier shall be delivered to the Supplier Contract identified in The Commission in the Particulars of Contract.
- 26.3 All notices shall be deemed to have been served as follows:
- 26.3.1 if personally delivered or by courier, at the time of delivery (provided that the time of delivery took place on a Business Day, otherwise they shall be deemed to have been delivered at 9am on the following Business Day);
- 26.3.1.1 if posted by registered post or recorded delivery, 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); or
- 26.3.1.2 if communicated by email, on the next Business Day following transmission.
- 26.4 A party may change its notice details on giving notice to the other party of change in accordance with this clause **Error! Reference source not found..** The notice shall only be effective on the date falling three (3) clear Business Days after the notification has been received or such later date as may be specified in the notice. Notices delivered personally, by courier, registered post or recorded delivery shall be delivered to the registered offices of The Commission and Supplier as noted in the Particulars of Contract unless otherwise notified under this clause 26.4.

27. Severability & Counterparts

- 27.1 Any provision of this Contract, which is held to be void, illegal or unenforceable shall to the extent of such invalidity be deemed severable and the offending provisions excluded, and the remaining provisions of this Contract will be unaffected by such severance and shall continue to be valid and enforceable to the fullest extent of the law.
- 27.2 This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 27.3 Transmission of an executed counterpart of this Contract (but for the avoidance of doubt, not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed “*wet-ink*” counterpart of this Contract. If this method is adopted, without prejudice to the validity of the Contract thus made, each party shall on request provide the other with “*wet-ink*” hard copy originals of their counterpart.

28. Jurisdiction

The Contract shall be governed by and interpreted in accordance with the laws of Ireland and shall be subject to the jurisdiction of the Irish courts.