



**Request for Tenders for the Provision of Renewal
of Cloudera Data Platform Licences and Support, to
An Garda Síochána**

T.078.2026

Tender procedure: Open procedure

**Response Deadline: 15:00 hours (IST), on Thursday
the 15th of October 2026**

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Part 1: Introduction

- 1.1 The Commissioner of An Garda Síochána (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”).
- 1.2 In summary, the Services comprise: The provision of the renewal of Cloudera Data Platform licences and support to An Garda Síochána (AGS) from an authorised Cloudera reseller.
- 1.3 This public procurement competition (the “Competition”) will be conducted in accordance with the **open procedure** under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Services Contract”) will be issued for a term of Twelve (12) months (“the Term”).
- 1.4 The Contracting Authority reserves the right at its discretion, to extend the Term for a period or periods of up to twelve (12) months with a maximum of two (02) such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law. The Term will not exceed three (03) years in aggregate.
- 1.5 The Contracting Authority estimates that the expenditure on the Initial Service requirement to be covered by the proposed Service Contract may amount to some €840,000 (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
- 1.6 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.

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

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Services Contract.

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

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

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

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

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

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

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

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

the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in

this Competition.

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

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

2.2 COMPLIANT TENDERS

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

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

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("[eESPD](#)"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
 - (b). To submit all documentation which this RFT requires to be submitted with their Tender;
 - (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
 - (d) To conform to and comply with all instructions and requirements set out in this RFT;
 - (e) To submit the statement required under paragraph 2.4 below; and
 - (f) Not to alter or edit this RFT in any way.
- 2.2.2 Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 SERVICES CONTRACT

- 2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 5 to this RFT.
- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Services Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

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

Prior to and as a condition of award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 TENDER SUBMISSION REQUIREMENTS

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

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary. There is a maximum of 250MB for a Single Document and 2GB for the total (combined) documents sent to the electronic postbox.

In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the "Submit Response" button will be

disabled automatically upon expiration of the response deadline.

- 2.6.2 Tenders must be received not later than **15:00 hours (Irish Standard Time), on Thursday the 15th of October 2026**, (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Word, Microsoft Excel or PDF Format. Tenderers must ensure that the document(s) submitted is text searchable using non-OCR software i.e. IT MUST NOT BE A DOCUMENT THAT HAS BEEN SCANNED AS AN IMAGE OR PROTECTED AGAINST SEARCH. The Contracting Authority is not responsible for corruption in electronic documents.

Tenderers must ensure electronic documents are not corrupt. Tenderers must not exceed the stated maximum word count limits specified where they are stated within each Award Criterion and Sub-Criterion in the Tender Response Document. Any additional pages in excess of the maximum word count limits specified WILL NOT be considered for evaluation. Tenderers also must not insert additional items, hyperlinks or make any alterations to the formatting of the Tender Response Document (TRD). Any information submitted in this manner will be disregarded and will not be evaluated.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **15:00 hours (Irish Standard Time), on Thursday the 8th of October 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

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

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 days commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this RFT.
- 2.10.6 Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the Harmonized Consumer Price Index has increased or decreased in the edition of that index published by the Central Statistics Office most recently prior to that anniversary.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1** In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2** Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3** The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

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

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

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002

Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

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

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers

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

2.19 WITHDRAWAL FROM THIS COMPETITION

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

2.20 SITE VISIT

2.20.1 Not Used

2.21 INSURANCE

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

<i>Type of Insurance</i>	Indemnity Limit
Employer's Liability	€13,000,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Public Liability	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Product Liability	€1,000,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Professional Indemnity	€6,500,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year
Cyber Liability	€3,000,000 limit for any one claim or series of claims arising out of a single occurrence, per insurance year.

Table 1: Insurances

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions,

conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

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

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

2.22 VETTING /SECURITY CLEARANCE

As a prerequisite for involvement with any Garda Síochána contract, advance identification of personnel will be required together with personal details. The successful Tenderer and all personnel plus sub-contractors working on the contract will be required to complete a Vetting Invitation Form (NVB 1a) (this form will be made available to the successful Tenderer on identification of personnel that will be servicing the contract) for vetting before a contract is signed.

- (a) This requirement will apply on an on-going basis to reflect changes in the status of personnel performing duties (as specified from time to time by the Commissioner) under any contract awarded.
- (b) The Commissioner shall reserve the right to carry out at any time a full Garda security review in respect of any or all personnel allocated to provide the services.
- (c) The Commissioner reserves the right to refuse entry by any person, in the employment of the Contractor (or Sub-contractor), to any, or all of its sites, without explanation and to require removal of any personnel from the provision of services. In the event that any person (or Sub-Contractor) fails to achieve such security clearance or security clearance status alters (which matter will be determined by the Commissioner), the contractor shall propose alternative employees or agents of equal or higher ability. Tenderers shall not draw any inference for the invocation of this right by the Commissioner and Tenderers must confirm acceptance of this as part of their Tender.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
- (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
- c) Declared by way of eESPD that they satisfy the selection criteria in this Competition as set out in part 3.2 below (the “Selection Criteria”),

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

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

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

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

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

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

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate;

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

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No

833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

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

3.2.1 Economic and Financial Standing

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

Rule: Pass/Fail

3.2.1.1 Annual Turnover Requirement

Tenderers are required to demonstrate that they have a minimum average annual turnover of €350,000 (excl. VAT) in each of the last three financial years the most recent years of service, if in operation for fewer than three.

Failure to demonstrate that this minimum annual turnover requirement is satisfied will result in the Tenderer being awarded a fail.

Tenderers must provide details in the Tender Response Document of turnover for their organization in respect of the past 3 financial years or if the date of establishment of their organization is more recent.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

Rule: Pass/Fail

3.2.2 Technical and Professional Ability

Tenderers must declare by way of eESPD that they satisfy the technical and professional requirement(s) set out below and that they are able, upon request

and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Client References/Examples Of

- (a) Using the template provided in the Tender Response Document, Tenderers are required to submit details of three (3) contracts undertaken within the past three (3) years where the Tenderer was the sole contractor or prime contractor for the delivery of services of a comparable nature and scale to those described in Appendix 1 to the RFT.

Rule: Pass/Fail

Failure to demonstrate to the Contracting Authority's satisfaction of the successful delivery of 3 (three) comparable contracts within the timeframe specified will result in the Tenderer being awarded a fail.

- (b) Demonstrated by suitable references from contracts. Tenderers are required to submit contact details of 3 (three) clients that may be contacted on a confidential basis. Details are required in order for the Contracting Authority to verify the information provided

Rule: Pass/Fail

Failure to submit Client Reference details to the Contracting Authority's satisfaction will result in the Tenderer being awarded a fail. The Contracting Authority reserves the right to contact the referees without prior notice to Tenderers in order to check references. **For the avoidance of doubt it is not sufficient to claim confidentiality or to provide the contact details of a member of the Tenderers staff.**

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.

Only those Tenderers who have submitted compliant tenders will proceed to evaluation in accordance with the Award Criteria Part 3.3.

3.3 AWARD CRITERIA

3.3.1 Mandatory Requirements(MR)/Qualifying Questions

Please Note: Tenderers must demonstrate that they **fully meet all of the Mandatory Requirements** ("MR") as set out below. If a Tenderer fails to fully meet any single Mandatory Requirement, the Tender will be deemed a **non-compliant** Tender and the Tender will not proceed to the Award Criteria Evaluation Stage. The Tender will be eliminated from this Competition

Responses to the below MR's should be completed in **Attachment 1 Tender Response Document (TRD)**.

3.3.2

Mandatory Requirements(MR)/ Qualifying Questions	Rule
TPRM Information Security Questionnaire Tenderers must complete the attached separate TPRM Information Security Questionnaire. An Garda Síochána ICT Security Section will review the mandatory requirements and questionnaire responses; following confirmation that the requirements of the Contracting Authority can be met, the tenderers response will proceed to evaluation of the Qualitative Award Criteria. Tenderers may supply supporting documentation and product literature in support of their descriptions, however simply supplying this type of documentation in lieu of completing the description box for each of the questions contained in the questionnaire is NOT sufficient in this regard. The successful tenderer will be required to provide evidence that they meet the requirements outlined in the TPRM Questionnaire. Tenderers must confirm that they have completed and uploaded the TRPM Questionnaire.	<i>Pass/Fail</i>

	Rule: Pass / Fail Evidence must be provided on submission of tender.	
2.	Service Level/Account Management The tenderer must confirm that a competent Key Account Manager(KAM) will be appointed for the duration of this Contract. The Tenderer must confirm the following details: 1. KAM Work Address 2. KAM Email Address 3. KAM Telephone Number At a minimum, the KAM must be contactable during office hours. The company must have escalation procedures in place to address customer service issues. Rule: Pass / Fail Evidence must be provided on submission of tender	Pass/Fail
3.	Support for Optional Contract Extensions The Contracting Authority may extend the Contract for up to two (02) additional periods of twelve (12) months each. The Tenderer must confirm that, if the Contracting Authority exercises any of the optional extension periods provided for under the Contract, the Tenderer will be capable of supplying the required Cloudera Data Platform Licences, Subscriptions and associated services for each extension period, on the same terms and conditions of the Contract (subject to any pricing adjustment mechanisms expressly provided for in the Contract). Rule: Pass / Fail Evidence Required: Tenderers must confirm compliance with this mandatory requirement. Failure to confirm compliance may result in the Tender being deemed non-compliant and excluded from further evaluation.	Pass/Fail
4.	Exclusive European Union Data Storage and Processing The Tenderer must store, host, back up, and process all project data,	Pass/Fail

	records, and digital assets exclusively within physical data centers located inside the member states of the European Union (EU) or the European Economic Area (EEA). No data, including metadata and encrypted backups, may be transferred, hosted, or accessed from outside the EU/EEA. The contractor must guarantee that the data remains subject to EU data protection laws at all times. The successful tenderer will be required to provide evidence that they meet the requirements outlined. Rule: Pass / Fail Evidence must be provided on submission of tender.	
5.	SLA Service The Tenderer must provide a commercial support service for all Cloudera Licences/Subscriptions supplied under the Contract, including licence provisioning, renewal support, issue resolution and escalation to Cloudera where required. The Tenderer shall comply with the minimum Service Level standards specified in Appendix 5, Schedule D – Service Level Agreement Rule: Pass / Fail Evidence Required: Tenderers must confirm compliance with this mandatory requirement. Failure to confirm compliance may result in the Tender being deemed non-compliant and excluded from further evaluation	Pass/Fail
6.	Reseller/Authorisation Status Tenderers must demonstrate that it is authorized by Cloudera, or otherwise has an established contractual relationship with Cloudera or an authorized Cloudera distributor, enabling the Tenderer to lawfully supply the required Cloudera Product, Licences or Subscriptions for the duration of the contract. Tenderers may supply supporting documentation and product literature in support of their descriptions, however simply supplying this type of documentation in lieu of completing the description box for each of the MRs contained in the RFT is NOT sufficient in this regard. The successful tenderer will be required to provide acceptable evidence that they meet the requirements outlined.	Pass/Fail

	Acceptable evidence may include: • confirmation of current Cloudera reseller/partner status. • confirmation from Cloudera or an authorized Cloudera distributor. • relevant partner documentation. • a manufacturer/distributor authorization letter; or • other documentary evidence acceptable to the Contracting Authority. Rule: Pass / Fail Evidence must be provided on submission of tender. <u>Note that this MR does not seek confirmation relating to the SLAs for technical support of the products if Tenderer is a Reseller. Technical support shall remain the responsibility of the relevant software manufacturer where applicable. Commercial support shall remain the responsibility of the relevant Reseller where applicable.</u>	
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3.3.3 Only those Tenderers who have qualified in accordance with paragraph 3.3.2 of this RFT will proceed to be evaluated under paragraph 3.3.4.

3.3.4 Qualitative (Non-Cost) and Financial Award Criteria

The Award Criteria and Scoring Methodologies for this RFT are detailed in the following sections.

The proposal will be evaluated against the following criteria:

Any contract for the requested goods and services will be awarded based on the Most Economically Advantageous Tender (MEAT) received being deemed the successful bid.

The total marks available for this RFT are as follows:

Total Marks Available: 1,000 Marks

- a) Qualitative Award Criteria: 200 Marks
- b) Cost Award Criteria: 800 Marks

Qualitative (Non-Cost) Award Criteria	Total Marks Available 200	Minimum Marks Required 120
Responses to the below Qualitative Criteria should be completed in Attachment 1 Tender Response Document (TRD) .		
Criteria A – Quality of the tenderer’s proposal to ensure on-time delivery of the Licences and the associated services. The Tenderer’s response shall include as a minimum the following to be able to get points awarded: • A detailed description of the Tenderer’s proposed process for the requesting of Licences to be purchased by AGS and the subsequent process of responding to the request, approval of the PO, and ordering the products. Including response times. • Their proactive approach to and details of renewal communications for all software, Licences, subscriptions, and support services relevant to the RFT requirements. • Their approach to providing competitive and transparent pricing. • Their approach to providing notifications of manufacturer or other price changes. The Tenderer must demonstrate by providing a clear and comprehensive description in the response box below how they will meet or exceed the requirements above. <u>Note that this Criterion does not seek information relating to technical support of the products. Technical support shall remain the responsibility of the relevant software manufacturer where applicable.</u>	100	60
Criteria B - Quality of the Proposed Support and Maintenance Noting the mandatory requirement to use the SLA Service Levels in Schedule D of Appendix 3 to the RFT, tenderers must outline their approach to providing the support services under the following headings: • Available channels for contacting support. • Response times for Commercial queries. • Escalation procedure for unresolved commercial issues. • Regular performance reviews. • Alerting on issues or service failures. • Approach to support cases creation and resolution of cases. • Process to address SLA failures.	60	36

The Tenderer must demonstrate by providing a clear and comprehensive description in the response box below how they will meet or exceed the requirements above <u>Note that this Criterion does not seek information relating to technical support of the products. Technical support shall remain the responsibility of the relevant software manufacturer where applicable.</u>		
Criteria C – Commercial Account Management The Tenderer shall demonstrate the quality, robustness and effectiveness of their proposed approach to Commercial Account Management of Cloudera Licences and Subscriptions for the duration of the contract The Tenderer's response shall include as a minimum the following to be able to get points awarded: • Outline their proactive approach to Licence administration and management. • Expert advice in relation to the licensing model and structure relevant to the AGS environment. • A logging system for sales and support queries during the time Monday to Friday, 9am to 5pm, and have a response by 5pm the following day. • Outline their approach to reporting. • Outline their approach to issue resolution and escalation. The Tenderer must demonstrate by providing a clear and comprehensive description in the response box below how they will meet or exceed the requirements above <u>Note that this Criterion does not seek information relating to technical support of the products. Technical support shall remain the responsibility of the relevant software manufacturer where applicable.</u>	40	24

Financial Award Criteria – Total Cost	800	N/A
Cost for One (01) Year Renewal	800	n/a

Table 2 Award Criteria

The full details of what is required under each of the above Qualitative Award Criteria is clearly stated under each criterion / sub-criterion in the Tender Response Document. Tenderers are directed to this document to complete their response to each of these requirements.

The tender response must clearly illustrate the Tenderer's approach with key tasks and deliverables demonstrating how requirements will be met. A mere affirmative statement from the Tenderers in their tender that they can meet the requirement, or a

reiteration of the tender requirements is NOT sufficient in that regard.

Only those tenderers which have obtained the stipulated minimum score shall be evaluated for price and thus, for award of the contract.

Price shall account for 80% of the weighting for this procurement procedure.

Tenderers must achieve a minimum of 60% on each qualitative award criteria above, excluding Total Cost, in order to avoid elimination from the competition. Only tenderers who have achieved the minimum 60% on each tender award criteria and sub criteria will be evaluated against the Financial Award Criteria Total Cost.

3.3.5 Calculation of Marks to be awarded for Cost

The Contracting Authority will use the formula set out below to calculate the marks in respect of the ‘Total Goods Supplier Cost’ submitted by each Tenderer. The Tender with the lowest ‘Total Goods Supplier Cost’ will receive the maximum marks available. The cost response for all other Tenders will be marked relative to the lowest cost Tender using the following formula:

Cost Score	=	$\frac{\text{Lowest Tendered Total Cost}}{\text{Tendered Total Cost under evaluation}}$	X	Maximum Marks Available (800)
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Scoring Rationale Further Notes

Once all Tender responses have been evaluated in accordance with the methodologies set out above, the total qualitative score for each Tender shall be added to the total Cost score for each Tender to provide a total score out of a maximum score of 1,000 for the Tender in question.

Band Range	Weighting	Meaning
6	91% - 100%	An excellent response, with very few or no weaknesses, that demonstrates a complete understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
5	80% - 90%	A very good response that demonstrates real understanding and fully meets the requirements and assurance that the Tenderer will deliver to high standard.
4	60% - 79%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
3	30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
2	1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
1	0%	No Response

Table 3 Scoring Rationale

All Tenders will be ranked according to their total scores out of 1,000.

3.3.6 Tie Break

If the evaluation results in a tie between two or more Tenders, then the Tenderer that has been awarded the highest marks for their Tender in the following order of importance will be deemed to be the most economically advantageous Tender ("MEAT").

Order of Tie Break Evaluation Criteria:

1. The first Tie Break Decider will be based on highest marks for Criteria A.
2. The Second Tie Break Decider will be based on highest marks for Criteria B.
3. The Third Tie Break Decider will be based on highest marks for Criteria C.
4. The Forth Tie Break Decider will be based on Total Cost.
5. In the unlikely event of the rules set out above failing to determine a MEAT, the preferred Tenderer shall be selected based on random selection. In such a circumstance, representatives of each Tenderer that achieved the same highest marks are invited to attend at the Contracting Authority's premises to observe the random selection and Tenderers will be notified in advance of the time/date and location of the random selection procedure.

3.3.7 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Goods Contract to the highest ranked Tenderer (as determined by paragraph 3.3.4) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (07) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2 above demonstrating that each entity concerned meets the Mandatory Requirement Criteria and the compliance requirements.

3.4 PRESENTATION OF PROPOSALS

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

3.5 STANDSTILL PERIOD

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

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

3.6 RETURN OF SIGNED CONTRACTS

- 3.6.1** The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than seven (7) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.
- 3.6.2** Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

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

1. Introduction

An Garda Síochána is committed to A Policing Service for the Future (APSFF) to respond to changing demands and expectations of citizens and the emerging security and policing challenges. This programme has defined how present and future challenges will be dealt with over the next five years.

AGS has a long-established tradition of working closely with communities all across Ireland. By fostering and maintaining effective community partnerships, and ensuring a more visible Garda presence, AGS works to achieve a reduction in crime and the fear of crime in communities. The general direction and control of AGS is the responsibility of the Garda Commissioner who is appointed by the Government. AGS is a community-based organisation with over 17,000 Garda and Garda Staff employees. It has police officers located in over 650 sites nationwide, listening to, acting and working with the community.

2. Objective of this Request for Tender (RFT)

2.1. AGS currently maintains two on-premises Hadoop clusters based on Cloudera Data Platform. AGS requires a single software reseller to supply all of its Cloudera licences and provide support for the platform directly from Cloudera. A contract with the successful bidder will be put in place for One (01) year with the option of extending the arrangement in one (01) year increments to a maximum of three (03) years.

3. Requirements and Specification

3.1. An Garda Síochána wishes to enter a contract with a single reseller to provide all Cloudera Licencing requirements, ensure a high quality of after-sales service and manage future requirements. The currently supported clusters are based on Cloudera Data Platform versions as outlined below:

- Cloudera Manager 7.13.1
- Cloudera Base on-premises 7.1.9 SP1

It should be noted that all supporting software is aligned with requirements outlined in the Cloudera Support Matrix. As such, AGS invites tender proposals for the renewal of licence and support for the following:

	Cluster A	Cluster B
Total Size	10 Nodes	8 Nodes
Role Allocation	2x Master, 2x Utility, 6x Worker	2x Master, 2x Utility, 4x Worker
Master Sizing	32 Core (64 w/Hyperthreading) 512GB RAM	24 Core 64GB RAM

Utility Sizing	64 Core (128 w/Hyperthreading) 512GB RAM	32 Core 96GB RAM
Worker Sizing	32 Core (64 w/Hyperthreading) 512GB RAM 12x 3TB Data Disks	32 Core 32GB RAM 3x 2TB Data Disks
Data Under Management	110TiB	5TiB
Expected Data Projections	Approximately 10% per year	Not to Exceed 10TB total

3.2. The following definitions shall apply;

3.2.1 “Tenderer”: The Tenderer shall be any supplier taking part in the tender competition.

3.2.2 “Contractor”: The term Contractor is used in sections outlining the responsibilities of a successful tenderer who has been awarded the contract.

3.3. In responding to this RFT, suppliers must provide the following information in writing, keeping strictly to the format and order outlined below. Respondents should note that failure to adhere to this format may result in disqualification.

3.4. Anticipated benefits for An Garda Síochána.

3.4.1 A single point of procurement for all Licences listed.

3.4.2 Comprehensive support and upgrade assurance based on direct access to Cloudera Support.

3.5. An Garda Síochána reserves the right to Cloudera Cloud Credit Conversion to allow for the equivalent licensing costs to be applied for cloud deployments.

3.6. All product technical support shall be provided directly by Cloudera as standard with the software licenses. Initial levels of support provided by the tenderer will not be considered.

3.7. A contract that has in-built options that are flexible enough to meet the growing and varied needs of AGS over the life of the contract and any extensions thereto. Specifically, in the event that the quantity of licences required increases over the life of the Contract then the unit cost for the relevant licence will be applied to any increase in the number of licences required. The Tender should expect multiple orders over the lifetime of the contract on an as-needed basis.

3.8. Tenderers should note that prices for any additional requirements for the listed Cloudera Licences which An Garda Síochána may have from this invitation to Tender are also subject to RFT Section 2.10.

3.9. Any additional requirements for the listed Cloudera Licences which An Garda Síochána may have, will prorate and adjust the end date of the new licence so that they co-terminate with our existing contract.

4. Information Security

Successful Tenderers must demonstrate a commitment and compliance to best practice information security governance. Tenderers must demonstrate compliance with Cybersecurity requirements ISO27001 and NIS2 Cybersecurity regulations throughout the duration of the contract. Tenderers must provide evidence of compliance with any updates to these regulations over the life of the contract.

Successful Tenderers must comply with any relevant AGS IT, Security and Data Protection policies throughout the contract, these can be provided on request.

AGS retain the right to audit the above and request evidence of compliance with the above during the life of the contract.

Successful Tenderers must ensure compliance with all relevant data protection legislation and AGS policies and codes of practice. The successful Tenderers will be responsible for implementing compliant security and data protection measures in order to safeguard AGS data.

Appendix 2: Pricing Schedule

Tenderers are required to submit a comprehensive breakdown of costs for licenses as per the attached Pricing Schedule provided as Attachment 2.

Tenderers are required to complete the pricing schedule provided as Attachment 2. The figure provided for the Overall Total Cost will be used to calculate scores. Failure to complete Attachment 2 may result in elimination from the tender competition.

Tenderers, please note that figures provided by the successful tenderer in Attachment 2 will be the contracted costs over the full term (including any possible extensions) of the proposed contract.

Item Description	Quantity and Description of Licences	Cost € (ex VAT)	
		Year 1	Total Cost
Cloudera Data Platform Licence Renewal for on-premises "Cluster A". 10 Nodes Total	Example 1 CCU @ €0.01 1 TiB Data Under Management @ €0.01/TiB	€ 0.02	€ 0.02
Cloudera Data Platform Licence Renewal for on-premises "Cluster B". 8 Nodes Total	Example 1 CCU @ €0.01 1 TiB Data Under Management @ €0.01/TiB	€ 0.02	€ 0.02
Overall Total Cost (All Clusters)			€ 0.04

Table 3

There is a total of 800 marks allocated to the Overall Total Cost award criterion, which equates to 80% of the overall marks available.

The Tender that proposes the lowest Overall Total Cost will receive 800 marks. All other Tenders will be scored using the following formulae:

Cost Score	=	$\frac{\text{Lowest Tendered Total Cost}}{\text{Tendered Total Cost under evaluation}} \times$	Maximum Marks Available (800)
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Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: The Commissioner of An Garda Síochána (the "Contracting Authority")

RE: Request for Tenders for the Provision of Renewal of Cloudera Data Platform Licences and Support, to An Garda Síochána

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of Renewal of Cloudera Data Platform Licences and Support, to An Garda Síochána

NAME: [Click here and insert name of entity]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a Response to this Request for Tender (the “RFT”) submitted by [Click here and insert name of entity] in response to a Request for Tender (titled **Request for Tenders for the Provision of Renewal of Cloudera Data Platform Licences and Support, to An Garda Síochána**).
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
 - a. ever been the subject of a conviction for participation in a criminal organization, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests.
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [Click here and insert name of entity]:
 - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
 - b. has carried out the preparation of the Tender independently.
4. [Click here and insert name of entity]:
 - a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of

the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

- b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
 - c. is not guilty of grave professional misconduct.
 - d. has not entered into agreements with other economic operators aimed at distorting competition.
 - e. is not aware of any conflict of interest due to its participation in the Competition;
 - f. has not had any prior involvement in the preparation of the Competition;
 - g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
 - h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
 - i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Signature of Declarant

Declared before me by _____ who is personally known to me

(or who is identified to me by _____ who is personally known to me) or*

at _____ this _____ day of _____ 20__

(signed)
Practising Solicitor/Commissioner for Oaths

**Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)*

Appendix 5: Services Contract

The Commissioner of An Garda Síochána

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the Provision of Renewal of Cloudera Data Platform Licences and Support, to An Garda Síochána

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20[YEAR] BETWEEN:

The Commissioner of An Garda Síochána, of Garda Headquarters, Phoenix Park, Dublin 8 (“the Client”);
and

[Contractor's full legal name], of [address] (“the Contractor”)

(each a “Party” and together “the Parties”).

WHEREAS:

- A. The Contracting Authority has engaged the Contractor for the provision of the services described in Appendix 1 to this Agreement (the “Services”).
- B. The Contractor shall provide the Services in accordance with the terms and conditions of this Agreement.
- C. Schedule B (“the Services”) is hereby incorporated by reference into this Agreement and shall form an integral part of this Agreement.
- D. In the event of any conflict between the terms of this Agreement and Schedule B, the terms of this Agreement shall prevail

IT IS HEREBY AGREED AS FOLLOWS:

- 1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to F attached hereto;
- 2. The Contractor agrees to provide the Services described in Schedule B (“the Services”) to the Client in accordance with this Agreement (“Agreement”). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the Services.
- 3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C (“the Charges”). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
- 4. For the purposes of this Agreement, the Client’s Contact is Mr Mark O’Hara of An Garda Síochána ICT Centre, Block 2, Phoenix House, Conyngham Road, Dublin 8, D08 T3C; the Contractor’s Contact is [Contractor contact name] of [Contractor contact address].
- 5. This Agreement shall take effect on the date of this Agreement (“the Effective Date”) and shall expire on [Insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (“the Term”).

Delete and replace with “Not Used” if not applicable:

The Client reserves the right to extend the Term for a period or periods of up to Twelve (12)

months with a maximum of two (02) such extensions permitted subject to its obligations at law.

- 6. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
- 7. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 8. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
- 9. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

SIGNED for and on behalf of the Client	SIGNED for and on behalf of the Contractor
(being a duly authorised officer)	
Witness	Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.
- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the

exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

- E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement (“OGP”) and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the “TUPE Regulations”) and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.
- I. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:
 - i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
 - ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
 - iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;
 - iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission (“Key Personnel”), assigned by it to provide the Services shall be

available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

3. PAYMENT

- A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
 - 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 - 2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 - 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 - 4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money

recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

- E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents and undertakes that:
 - 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 - 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 - 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 - 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 - 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 - 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date] , which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
 - 7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
 - 8. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and
 - 9. the Client shall be under no obligation to purchase any minimum number or value of Services.
- B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. REMEDIES

- A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.
- D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 100 percent per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.
- F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:

One hundred percent of the amount in dispute ("the Retention Amount") which Retention Amount shall not at any given time exceed one hundred per cent of the Charges in dispute. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.
- G. Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Services and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

6. INTELLECTUAL PROPERTY

- A. Intellectual Property Rights (“IPR”) means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor’s standard hardware and software products or modifications or updates to such products.
- C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio-visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively “the Materials”) (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.
- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client’s Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third-party Intellectual Property Rights in so far as any such rights are used

for the purposes of this Agreement.

At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

- (i) procure the necessary rights for the Client to continue use;
- (ii) replace the relevant deliverable with a non-infringing equivalent;
- (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or
- (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.

- H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-
- 1. its professional advisers subject to the provisions of this clause 7; or
 - 2. as may be required by law; or
 - 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
 - 4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT ("the Confidentiality Agreement").

The obligations in this clause 7 will not apply to any Confidential Information:

- 1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
- 2. which is or becomes public knowledge other than by breach of this clause; or
- 3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or

4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly, the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.
- D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.
- E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
 2. the anticipated delay in the performance of obligations;
 3. the action proposed to minimise the impact of the Force Majeure Event;
- and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

- C. If the Force Majeure Event continues for 14 calendar days either Party may terminate at 14 days' notice.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving three (03) months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving six (06) months written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
 - 1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 - 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 - 3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
 - 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor.
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- E. If requested by the Client, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

- A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- B. The Contractor agrees to:
 - 1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
 - 2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
 - 3. comply with all reasonable directions of the Client; and
 - 4. comply with the service levels and performance indicators set out in Schedule D.
- C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to Mr Mark O' Hara within the Contractor and to [insert Client contact] within the Client respectively.
- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.

- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

- A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
- B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. NOTICES

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B. All notices shall be deemed to have been served as follows:
 - 1. if personally delivered, at the time of delivery;
 - 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 - 3. if communicated by email, on the next calendar day following transmission.

14. ASSIGNMENT AND SUBCONTRACT

- A. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.
- B. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the

Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

16. SEVERABILITY

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

17. WAIVER

No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

18. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Client from purchasing services (or Services) from a third party at any time during the currency of the Agreement.

19. MEDIA

No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Client.

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.
- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any

offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. ACCESS TO PREMISES

- A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.
- B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for the Client under this Agreement.

22. EQUIPMENT

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
 - i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
 - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. NON SOLICITATION

- A. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

24. CHANGE CONTROL PROCEDURE

- A. At any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").
- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services, then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

- A. In this Agreement the following terms shall have the meanings respectively ascribed to them:
"Data" means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

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

“Data Subject” has the meaning given under the Data Protection Laws;

“Data Subject Access Request” means a request made by a Data Subject in accordance with rights

granted under the Data Protection Laws to access his or her Personal Data; **“Personal Data”** has

the meaning given under Data Protection Laws; **“Processing”** has the meaning given under the

Data Protection Laws;

- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-
 - (1) process that Personal Data only on the written instructions of the Client;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;

- iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Contractor shall:-
 - (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - (2) ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

(3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

- M. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.
- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

- A. An Garda Síochána reserves the right to Cloudera Cloud Credit Conversion to allow for the equivalent licensing costs to be applied for cloud deployments.
- B. All product technical support shall be provided directly by Cloudera as standard with the software licenses. Initial levels of support provided by the tenderer will not be considered.
- C. A contract that has in-built options that are flexible enough to meet the growing and varied needs of An Garda Síochána over the life of the contract and any extensions thereto. Specifically, in the event that the quantity of licences required increases over the life of the Contract then the unit cost for the relevant licence will be applied to any increase in the number of licences required. The Tender should expect multiple orders over the lifetime of the contract on an as-needed basis.
- D. Tenderers should note that prices for any additional requirements for the listed Cloudera Licences which An Garda Síochána may have from this invitation to Tender are also subject to RFT Section 2.10.
- E. Any additional requirements for the listed Cloudera Licences which An Garda Síochána may have, will prorate and adjust the end date of the new licence so that they co-terminate with our existing contract.

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

[Insert at RFT stage, if applicable, or when completing contract]

All product technical support shall be provided directly by Cloudera as standard with the software licenses. Initial levels of support provided by the tenderer will not be considered.

1. ADDITIONAL DEFINITIONS:

For the avoidance of doubt, capitalised terms not specifically listed below shall have the meaning as defined elsewhere in this Agreement.

“Available” means that the Equipment/Solution is ready for and capable of full operation, execution and use at the Premises(s) nominated by the Client, with acceptable response times.

“Emergency Cover Time” means those hours within a full 24-hour day excluding Normal Service Time, for every day of each year, including Irish bank and public holidays.

“Incident” means any defect or failure in the Server that prevents it from operating in accordance with its normal use without interruption or delay or failure to perform to its usual level of functionality.

“Helpdesk” means the help desk to be provided by the Supplier.

“Normal Service Time” means Monday to Friday from 09:00hrs to 17:00hrs excluding Irish bank and public holidays.

“Priority 1 Incident” means a complete loss of service or severe errors affecting any server.

“Priority 2 Incident” means as a partial loss of service or intermittent errors affecting any server.

“Priority 3 Incident” means as non-service affecting issues, requests for information and billing issues.

“Problem” means the cause of any Incident or series of Incidents or potential future Incident or Incidents (for example, but not limited to, a capacity issue detected by Server Monitoring).

“Response” means a communication from the Supplier to the Client acknowledging receipt of an Incident report, providing an Incident tracking identifier and informing the Client that the Supplier has commenced diagnosis of the Incident.

“Response Time” means the time taken by the Support Personnel to assess each Incident once reported and to provide a Response to the Client. The Response Time commences upon notification of the Incident to the Supplier either verbally or electronically by the Client or via Server Monitoring. Where an Incident occurs outside of Normal Service Time, the Response Time for all Incidents commences at the start of the next period of Normal Service Time.

“Resolution” means a solution to an Incident, supplied to and acceptable to the Client to enable continuation of the Client’s business and its use of the Server. In providing a Resolution, the Client acknowledges that an interim Resolution or fix may be required to enable the continuation of the Client business

“Resolution Time” means the time to be taken by the Support Personnel to provide a Resolution to the Incident. The Resolution Time commences upon notification of the Incident to the Supplier either verbally or electronically by the Client or via Server Monitoring. Where an Incident occurs outside of Normal Service Time, the Response Time for all Incidents commences at the start of the next period of Normal Service Time.

Introduction:

Tenderer must be an authorized reseller of Cloudera Data Platform Licences and Support. The Tenderer will at a minimum align service and support levels with that provided by Hyland to the customer. The Support services agreed in the RFT are – [Insert Support Service Level Here].

1. Purpose

This Schedule defines the minimum service levels, Key Performance Indicators (KPIs), performance measurement arrangements and service credits applicable to the provision of Cloudera Licences and Support.

The Contractor shall be responsible for meeting the Service levels specified in this Schedule, including where the delivery of the underlying service is dependent upon Cloudera or another third party.

Where a manufacturer service level provides a higher level of service than the minimum requirement specified in this Schedule, the higher service level shall apply.

2. Service Level/Account Management:

- a. Enter here details of the Tenderer Account Manager/s, to manage An Garda Síochána's Cloudera Requirements.
- b. Cloudera have aligned their Account Manager [Name of Cloudera Account manager] to management Cloudera Requirements.
- c. Have aligned [Enter here details if TAM] as the Technical Account Manager (TAM) to manage An Garda Síochána's Cloudera Requirements.

Entity Name	Description of Roles of each member*	Liability
The Tenderer	Value added reseller of Cloudera	The Tenderer will be managing the Commercial Contract terms and conditions; hold the relevant insurance levels - assuming the risk; and be a point of escalation, should there be any issues with order processing or any renewal/extensions to An Garda Síochána Cloudera Environment
Cloudera	Solution Provider	Cloudera shall provide Operational Support and Product Technical Support as standard with the software licenses and will liaise with An Garda directly on a regular basis around service provision and product queries.

3. SLA Performance Categories

The Contractor's performance shall be measured by the following categories:

- Service Desk and Incident Management
- Certificate and Subscription Provisioning

- Certificate Renewal and Expiry management
- Service Availability
- Incident Resolution
- Escalation management
- Reporting
- Security and Compliance Notifications
- Account and Contract Management
- Continuous Improvement

4. KPI Schedule

The minimum acceptable Performance for the Support plan is >95% of incidents within target set out in Section 5. Cloudera Support Plan – Business Cover

5. Cloudera Support Plan – EXSUP1: Extended Support 1year Cover

Support availability

- 24 hours / 5 days (Monday-Friday)

Self-service tools Covered

- Cloudera documentation
- Cloudera support knowledge base
- Cloudera status and certificate tools
- Cloudera developer portal

Support access methods

- Chat (Email or phone required for Cloudera Inquiries)
- Email
- Phone

Expected hold time

- Chat – 5minutes
- Email – 24 hours
- Phone - 5 minutes

Severity level response time

- Severity 1 (requires phone call to Cloudera) – 30mins
- Severity 2 - 2 hour
- Severity 3 - 8 hours

Premium features

- Self-Paced Training
- Instructor Led Training – Additional Fee

Root Cause Analysis (RCAs) will be delivered within 15 business days from a Service Interruption.

6. Service Credits Regime

Service credits will be applied where the Contractor fails to achieve a KPI's Minimum Acceptable Performance during a measurement period.

Service credits shall be calculated against the monthly management/service charge attributed to the affected service, excluding vat. Where billing of management/service charge is annually, service credits will be against the annual charge/12.

Where no separate service charge is identifiable, the contracting Authority may apply the service credit against the Contractor's monthly/annual charges under the Contract.

Failure	Service Credit
KPI failure – 1 st occurrence	2% of applicable monthly service charge
KPI failure – 2 nd consecutive month	5%
KPI failure – 3 rd consecutive month	10%
Failure of a critical KPI	10% per occurrence
Preventable Subscription expiry caused by Contractor	10% per occurrence
Failure to provide mandatory quarterly SLA Report	2%
Failure to provide RCA within required timeframe	2%
Failure to escalate a Priority 1 incident within required timeframe	5%
Repeated failure of the same KPI for 3 consecutive months	Additional 5%

The Maximum aggregate service credits in any calendar month shall be 20% of the applicable monthly service charge, unless otherwise agreed in the contract.

Service credits shall not relieve the Contractor of its obligation to remedy the underlying failure

7. Critical Service Failures

The following shall be considered Critical Service Failures:

- failure to prevent a certificate expiry where the Contractor was responsible for the applicable renewal notification or processing.
- failure to respond to a Severity 1 incident within the required response time
- failure to escalate a Severity 1 incident to Cloudera where escalation is required
- failure to notify the Contracting Authority of a critical security issue within the required period.
- repeated failure to meet critical SLA requirements.
- material failure of the Contractor's certificate management process resulting in service disruption.

8. Certificate Expiry

The Contractor shall maintain appropriate processes to minimize the risk of certificate expiry.

For all certificates managed by the Contractor, the Contractor shall maintain an accurate record of:

- certificate name
- certificate type
- certificate owner/contact

- issue date
- expiry date
- renewal status
- renewal notification dates
- renewal action
- relevant order/reference number
- and current status

The Contractor shall provide the Contracting Authority with a certificate inventory upon request and as part of the quarterly service report.

Where a certificate expires as a direct result of Contractor failure, the Contractor shall:

- immediately notify the Contracting Authority
- provide emergency assistance to restore service
- engage Cloudera where required
- provide a Root Cause Analysis
- implement corrective action; and
- provide the applicable service credit.

9. Service Availability

Where applicable, the underlying Cloudera service shall be subject to the manufacturer's published service availability commitment.

The Contractor shall monitor relevant Cloudera service availability and shall notify the Contracting Authority of material service outages.

The Contractor shall not be entitled to rely on a manufacturer service-level exclusion without providing reasonable evidence that the exclusion applies.

Where a service interruption results from Contractor actions, configuration, administration or failure to follow the agreed process, the interruption shall not be treated as an excused manufacturer outage.

10. SLA Measurement

Unless otherwise specified:

- The SLA clock shall commence when the Contractor receives the incident, request or order through an agreed support channel.
- The Contractor shall be responsible for maintaining accurate timestamps.
- The Contractor shall provide evidence supporting its reported performance.
- Time shall be measured using Irish Standard Time / Irish local time.
- Business hours shall mean the Contractor's agreed support hours.
- 24x7 requirements shall apply continuously, including weekends and public holidays.

Where the Contractor disputes an SLA measurement, it shall provide documentary evidence supporting the dispute.

11. SLA Exclusions

The following may be excluded from SLA calculations where properly evidenced:

- Delays caused directly by the Contracting Authority.
- Delays caused by failure to provide information reasonably required from the Contracting Authority.
- Events expressly identified as Force Majeure under the Contract.
- Planned maintenance notified and approved in accordance with the Contract.
- Manufacturer outages which are formally recognised as excluded under the applicable Cloudera SLA.

The Contractor shall not exclude an SLA failure solely because an issue has been escalated to Cloudera.

12. Corrective Action Plan

Where a KPI falls below its Minimum Acceptable Performance, the Contracting Authority may require the Contractor to submit a Corrective Action Plan within 5 business days.

- The Corrective Action Plan shall identify:
 - The reason for the failure.
 - The impact.
 - Immediate corrective action.
 - Root cause.
 - Preventative action.
- Responsible person.
- Implementation date and method for demonstrating that the issue has been resolved.

The Contracting Authority may require a formal service improvement plan where repeated SLA failures occur.

13. Persistent SLA Failure

Persistent SLA failure shall include:

- Failure of the same KPI for three consecutive measurement periods.
- Failure of three or more Critical KPIs in a six-month period.
- Repeated preventable certificate expiry.
- Repeated failure to provide required SLA reports.
- Repeated failure to comply with the agreed incident escalation process.
- Or any material failure which creates a significant operational or security risk.

Persistent SLA failure shall be subject to formal contract management escalation and may constitute a material breach in accordance with the Contract.

14. Audit and Verification

The Contractor shall retain records necessary to demonstrate compliance with this Schedule.

Records shall include, as appropriate:

- Service desk records.
- Incident tickets.
- Timestamps.
- Escalation records.
- Certificate inventories.
- Renewal notifications.
- Order records.
- Cloudera support records.

- Availability reports.
- RCA reports.
- SLA reports; and service credit calculations.

Such records shall be made available to the Contracting Authority upon reasonable request and shall be retained for the period specified in the Contract.

15. Reporting

Throughout the Term of this Agreement, the Supplier shall provide An Garda Síochána with reports which shall be used to monitor performance of the Supplier under this Service Level Schedule on an ongoing basis. The Supplier shall propose appropriate KPIs for performance monitoring of at least each of the areas set out below (such as ITIL or equivalent metrics).

Area	KPI
Incident Management	Number of repeated Incidents
Incident Management	Number of Escalations
Incident Management	Number of Incidents
Incident Management	Incident Resolution Time
Incident Management	Resolution within SLA
Problem Management	Number of Problems
Problem Management	Number of unresolved Problem

Reporting formats will be agreed in advance with the Client. Key reports which shall be delivered by the Supplier shall include:

Quarterly activity and performance reports of all Incidents to be supplied to the Client no later than the 10th working day after the end of each quarter. The monthly reports shall include cover but not be limited to the following:

- Resolution of Incidents, in accordance with the requirements set out in clause 4 above.
- Availability of the Server for the reporting period based on an analysis of Incidents logged, unplanned Unavailability and planned Unavailability.
- Performance of the Server for the reporting period in accordance with the KPIs, details of any critical Incidents or repetitive non-critical Incidents noted in the System.
- Recommendations for any changes in the Server to support performance and availability.
- Incident, Problem, and Configuration Management activity for the period.
- Continuous improvement and value add opportunities.

Monthly status reports reporting key information in a format to be approved by the Client, which should include performance of the services against the KPIs defined in the Cloudera Operations Manual.

16. KPI Governance

The Parties shall review the SLA schedule at least annually and may agree reasonable amendments where there is:

- A material change in the Cloudera service.
- A change in the Contracting Authority's requirements.
- A significant change in technology.
- A change to applicable manufacturer SLAs; or evidence that an existing KPI is no longer appropriate.

Any amendment shall be documented and agreed in writing by the authorised representatives of both parties.

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

Schedule F: Exit Management

This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve an orderly transition without any undue disruption to the Services and which shall form the basis of the Exit Management Plan.

1. General

The Contractor shall provide reasonable assistance to the Contracting authority to facilitate an orderly and seamless transition of the Cloudera Licensing and associated services upon the expiry or termination of the contract.

The contractor shall ensure that the expiry or termination of the contract does not unnecessarily disrupt An Garda Síochána's accesses to its valid Cloudera Licences and subscriptions.

2. Licence and Account Information

Prior to expiry or termination, and upon request from AGS, the contractor shall provide an up-to-date record of all Cloudera Licences and subscriptions supplied under the contract, including the applicable:

- *Cloudera Products and licence types*
- *Quantities*
- *Commencement and expiry dates*
- *Renewal Dates*
- *Relevant Cloudera agreement or subscription references*
- *Current license allocation and utilization information*
- *Outstanding orders, credits or invoices*
- *Relevant Cloudera Account and administration contact details*

3. Transfer to AGS or Replacement Tenderer

The Contractor shall cooperate fully with AGS and/or any replacement Tenderer to facilitate the orderly transfer of the Cloudera licensing arrangements.

Such cooperation shall include providing relevant licensing information, documentation and account information reasonably required to enable continuity of the Cloudera licensing arrangements.

The Contractor shall not knowingly take any action which would unnecessarily prevent, delay or frustrate the transfer of AGS's Cloudera licensing arrangements to the AGS, Cloudera or a replacement Tenderer.

4. Administrative Access

Where the Contractor has administrative access to AGS's Cloudera account or licensing environment, the Contractor shall, upon expiry or termination:

- *Cooperate in transferring or confirming appropriate administrative access.*
- *Cease access where instructed by AGS; and*
- *Ensure that AGS retains appropriate control of its Cloudera account and subscription.*

5. Transition Assistance

The Contractor shall provide reasonable transition assistance for a period of up to thirty (30) calendar days following expiry or termination, where requested by AGS.

Such assistance shall include the provision of licensing information, relevant documentation and reasonable cooperation with AGS, Cloudera and/or a replacement supplier.

Where such assistance relates to the normal administration and transfer of the services provided under this Contract, it shall be provided at no additional cost to AGS.

6. Data and Documentation

Upon expiry or termination, the Contractor shall return or make available to AGS all Contracting Authority information and documentation held by the Contractor which is reasonably required for the continued administration of the Cloudera licensing arrangements.

7. Continuing Obligations

The Contractor shall continue to provide all services falling due prior to the effective date of expiry or termination in accordance with the terms of the Contract.

Nothing in this Schedule shall require the Contractor to provide Cloudera licences beyond the period for which such licences have been validly purchased, unless otherwise provided for in the Contract.

8. Exit Costs

Except where otherwise expressly provided for in the Contract, no additional charge shall apply for

reasonable exit and transition assistance which forms part of the Contractor's obligations under this Schedule.

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The Commissioner of An Garda Síochána, of Garda Headquarters, Phoenix Park, Dublin 8
(hereinafter “the Contracting Authority”) of the one part;
and

[Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.]
(hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled “*Request for Tenders for the Provision of Renewal of Cloudera Data Platform Licences and Support, to An Garda Síochána*” (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the **Services** described in Appendix 1 to the RFT (the “**Services**”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor has been identified as the preferred bidder in the Competition.

- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of **Services** under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard

to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

- 4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
 - I to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
 - ii to the Contractor’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

- i in the Contractor’s possession (with full right to disclose) before receiving it from the Contracting Authority; or
- ii which is or becomes public knowledge other than by breach of this clause; or
- iii is independently developed by the Contractor without access to or use of the Confidential Information; or
- iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

- 6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);
- 6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

- 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.
7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
“Data Controller” has the meaning given under the Data Protection Laws;
“Data Processor” has the meaning given under the Data Protection Laws;
“Data Subject” has the meaning given under the Data Protection Laws;
“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
“Personal Data” has the meaning given under Data Protection Laws;
“Processing” has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

- (1) process that Personal Data only on the written instructions of the Contracting Authority;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

- H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L. The Contractor shall:-
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.
- N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority _____ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor _____
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

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