

Services Contract

The Commissioner of An Garda Síochána

and

[Insert Framework Member's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

T.083.2026 Request for Tenders to establish a Single-Supplier
Framework for the provision of Temporary CCTV and related
Services for Special Events as a Managed Service, for 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, D08 HN3X ("the Client");

and

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

(each a "Party" and together "the Parties").

WHEREAS:

- A. By Request for Tender entitled '*Request for Tenders to establish a Single-Supplier Framework for the provision of Temporary CCTV and related Services for Special Events as a Managed Service, for An Garda Síochána*' advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [] of 2026 dated [insert date] of RFT ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the services described in Appendix 1 to the RFT (the "Services"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.
- C. The Contracting Authority and the Contractor entered into a framework agreement on [insert date of Framework Agreement] (the "Framework Agreement"). The Framework Agreement is incorporated by reference into this Agreement.

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 Services Contract;
 - ii. Schedule A: Services Contract Particulars;
 - iii. Schedule B: General Terms and Conditions;
 - iv. Schedule C: Specification;
 - v. Schedules D to F, attached hereto;
 - vi. The RFT; and
 - vii. The Submission.

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2. The Contractor agrees to provide the Services (as defined below) to the Client in accordance with this Agreement. Schedule A details the particulars of this Services Contract drawn down from the Framework Agreement. Schedule B details the general terms and conditions related to the delivery of the Services. Schedule C details the nature, quality, quantity and functional specifications of the Services to be delivered in accordance with the RFT and the Submission ("the Specification").
3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule D ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. This Agreement shall take effect on the Effective Date and shall expire on the Expiry Date, unless this Agreement is otherwise terminated or the Expiry Date is extended in accordance with Schedule A: Services Contract Particulars.
5. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
6. In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Authorisation" means: (a) an authorisation for the installation and operation of CCTV pursuant to Section 38 of the Garda Síochána Act 2005; or (b) an authorisation for the installation, operation or both, of CCTV pursuant to Section 27 of the Garda Síochána (Recording Devices) Act 2023 (once commenced), whichever is applicable.

"Business Day" means a day (other than a Saturday, Sunday or public holiday in Ireland) when clearing banks in Dublin are open for business;

"Consent" means any planning permission, wayleave, order, approval, authorisation, certificate, Design Certificate, Ancillary Certificate, fire certificate, licence, permit, environmental impact statement, or other consent required for the delivery of the Services;

"Construction Regulations" means the Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (Construction) Regulations 2013;

"Data" means all information, regardless of form or characteristics or the media on which it may be recorded, that is used, generated, developed, transmitted, stored or otherwise processed as part of the provision of the Services and includes any Personal Data, metadata, derived data and traffic data.

"Data Compromise" means any actual or reasonably suspected unauthorised access to or compromise to the security or confidentiality or integrity of the Data or the ability of the Client to access the Data;

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

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

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

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“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;

“eESPD” means the Electronic European Single Procurement Document is a self-declaration of a business’ financial status, abilities and suitability for a public procurement procedure;

“Effective Date” means the commencement date in respect of this Agreement, as specified in Schedule A: Services Contract Particulars;

“Expiry Date” means the date this Agreement expires, as specified in Schedule A: Services Contract Particulars;

“Good Industry Practice” means at any time, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced operator engaged in the same type of undertaking as the Contractor in complying with its contractual obligations, all applicable laws and standards;

“Intellectual Property Rights” or **“IPR”** means all patents and 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.

“Key Personnel” means “Key Personnel” means the Contractor’s personnel assigned by it to provide the Services and as specified in the Submission;

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or enable unauthorised access to, or cause other undesired effects on program files, Data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

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

“Pre-existing IPR” means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for the Contractor or the Client independently of this Agreement, and any IPR in Contractor’s standard hardware and software products or modifications or updates to such products.

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

“Registrable Interest” has the meaning given in section 2 of the Ethics in Public Office Act 1995;

“Services” means the services to be provided by the Contractor to the Client for the purposes of this Agreement as detailed in Schedules A to E, attached hereto, the RFT and the Submission.

“Special Event” means the event(s) at which the Contractor shall provide the Services, as specified at Schedule A: Services Contract Particulars;

“Term” means the period of time between the Effective Date and the Expiry Date; and

“Works” has the meaning given to construction works in S.I. No. 291/2013 - Safety, Health and Welfare at Work (Construction) Regulations 2013.

7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless otherwise provided, any reference to a Clause, Sub-Clause, Paragraph, Sub-paragraph, Appendix, Schedule or Annex is a reference to a clause, sub-clause, paragraph, sub-paragraph, appendix, schedule or annex (as the case may be) of this Agreement.
9. Unless the context otherwise requires:
 - i. words in the singular may include the plural and vice versa;
 - ii. 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; and
 - iii. time is a reference to Irish time;
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

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

Schedule A: Services Contract Particulars

1. General		
a)	Description of Special Event(s)	<i>[Insert Description of Special Event(s)]</i>
b)	Details of Authorisation:	<i>[Insert Details of Relevant Authorisation]</i>
c)	Location(s) of Special Event(s):	<i>[Insert Location(s) of Special Event(s)]</i>
d)	Date(s) of Special Event(s):	<i>[Insert Date(s) of Special Event(s)]</i>

2. Term of Services Contract		
a)	Effective Date:	<i>[Insert Services Contract Effective Date]</i>
b)	Expiry Date:	<i>[Insert Services Contract Expiry Date]</i>
c)	Optional Extension to Expiry Date:	The Client reserves the right to extend the Expiry Date for a period or periods of up to <i>[Insert Number]</i> <i>[days / weeks / months]</i> with a maximum of <i>[Insert Number]</i> such extensions permitted, subject to the Client's obligations at law.
d)	Termination by Client	This Agreement may be terminated by the Client, without liability for compensation or damages, by serving one (1) days' written notice to the Contractor.
e)	Termination by Contractor	This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving nine (9) months' written notice to the Client. OR N/A

3. Contract Management		
(i)	Client Contact:	For the purposes of Schedule B: General Terms and Conditions, the Client's Contact is: Assistant Principle Officer, Digital Communications Operations (DCO) or their nominated representative
(ii)	Contractor Contact:	For the purposes of Schedule B: General Terms and Conditions, the Client's Contact is: <i>[Insert Name and Contact Information in Respect of Client Contact]</i>
(iii)	Exit Management Requirements:	For the purposes of Clause 29 of Schedule B: General Terms and Conditions, the specific exit management requirements in respect of this Agreement are as follows: , <i>refer to Appendix 1,</i>

		to the RFT Section 3.2 for specific requirement related to data retention Refer to Appendix 1, to the RFT Section 10.5.1 with reference to Post Event Clean Up
(iv)	Other Specific Requirements:	<i>[Insert any other Specific Requirements Related to Contract Management]</i>

4. Health and Safety		
a)	Project Supervisor:	For the purposes of Clause 27 of Schedule B: General Terms and Conditions, the Project Supervisor is: <i>[Insert name and organisation of Project Supervisor]</i>
b)	Client Agreement	The document appointing the competent duty holders (e.g. PSDP and PSCS) in writing. <i>To be produced on award of contract.</i>

5. Backup and Retention		
a)	CCTV Footage Retention Period:	For the purposes of Clause 26 of Schedule B: General Terms and Conditions, <i>imagery should be retained on live system for 30 days</i>
b)	Other Specific Requirements:	<i>{To be populated based on requirements for each individual event.}</i>

Schedule B: General 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 notify the Client in advance of appointing a Subcontractor and shall provide any information relating to a proposed Subcontractor or appointed Subcontractor reasonably requested by the Client whether before or after their appointment as a Subcontractor. The Contractor shall carry out the Services with the necessary resources and procedures using professional staff who at all times shall be competent and properly qualified to perform the Services. 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 Schedule A: Services Contract Particulars; Schedule B: General Terms and Conditions; the Specification; the RFT; the Client's directions; and all other terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client;
 4. comply with the terms of the applicable Authorisation issued in respect of the Special Event(s);
 5. comply with all applicable health and safety laws, codes of practice and guidance documents including without limitation (as amended) the Safety Health and Welfare at Work Act 2005, the Safety Health and Welfare at Work (General Applications) Regulations 2007, the Construction Regulations 2013 and the Preliminary Health and Safety Plan (PHSP) for Temporary CCTV Services on behalf of An Garda Síochána;
 6. comply with the relevant provisions of the Garda Síochána Act 2005 or the Garda Síochána (Recording Devices) Act 2023 (once commenced) as it relates to the installation, operation or both, of CCTV;
 7. 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. 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 employees retained for the purposes of complying with this Agreement;

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Commented [A6R4]: As we understand it, and at the time of this comment, Section 38 of the GSA, 2005 continues to apply to CCTV authorisations.

Section 38 was specifically excluded from the repeal of the 2005 Act brought about by the 2024 Act.

AGS might please confirm that is the case prior to publication.

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- 8. Obtain, unless otherwise agreed in writing between the Parties, any necessary Consent required in order to deliver the Services; and
- 9. comply with the service levels (if any) contained in Schedule E: Service Levels.
- 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 hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement 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 and contact details 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 used in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

2. KEY PERSONNEL

- A. If requested by the Client, the Contractor shall hold security clearance from An Garda Síochána or other agencies nominated by the Client in respect of all or any personnel of the Contractor or of its agents or Subcontractors involved in the provision of the Services and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

- B. Personnel who have completed the necessary clearances required by Clause 2A, and who are involved in the delivery of the Services, shall be considered “Key Personnel” for the purposes of this Agreement.
- C. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. The Contractor shall, to the extent permitted by law, ensure that all Key Personnel assigned by it to provide the Services shall be available for the Term.
- D. In the event that any of the Key Personnel assigned by the Contractor to provide the Services (or any part thereof) under this Agreement becomes unavailable to provide the Services, then the Contractor shall immediately notify the Client in writing explaining the reason for the unavailability and proposing a replacement for that person (“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 discretion as to the suitability of any proposed Replacement Personnel and may accept or reject such proposed replacement at its discretion.
- E. The Contractor shall ensure that the employees, agents and Subcontractors of the Contractor pursuant to this Agreement shall remain under the full control and authority of the Contractor and shall not be regarded as employees or agents of the Client for any purpose.

3. PAYMENT

- A. Subject to the provisions of this Clause 3, the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule D: Charges. 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 invoice¹ 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. 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

¹ All invoices must be accompanied by a Purchase Order (PO) number. The Contracting Authority will issue a PO to the Contractor on receipt of a final quotation for the cost of services.

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 Client reserves the right 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 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. 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" provided by the Contractor in accordance with the rules of the Competition, 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;
 9. 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
 10. the Client shall be under no obligation to purchase any minimum number or value of Services;
 11. any software the Contractor uses in connection with the provision of the Services:
 - (i) shall for the Term of this Agreement, perform in accordance with the Specification, the RFT and the Submission;
 - (ii) will not, if applicable, interfere with or adversely impact on the integrity of the Client's ICT environment; and
 - (iii) shall be designed to be secure and adequately protected from unauthorised access.
- 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 a third party service as a result of the failure of the Contractor to deliver the Services the Client shall be entitled to recover from the Contractor any excess costs which may be payable 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.

D. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6G of this Schedule A (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed:-

- (i) the relevant insurance indemnity limit specified in the RFT; or
- (ii) where no relevant insurance indemnity applies, one hundred per cent (100%) of the Charges under this Agreement.

For the avoidance of doubt, where in the RFT, an insurance "Indemnity Limit" is stated to apply "for any one claim or series of claims arising out of a single occurrence," the limit on liability created by this clause shall apply to the Contractor's liability to the Client in respect of each occurrence and not to the Contractor's aggregate liability to the Client.

To the extent a Party elects to cure any failure by it to comply with its obligations under the Agreement, all costs and expenses associated with such cure will be borne solely by the curing Party and will in no event count toward satisfaction of the applicable Liability Cap.

E. 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:

100% of the charges in dispute ("the Retention Amount") which Retention Amount shall not at any given time exceed 100% 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.

F. Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time periods, delivery dates and/or lead times provided for in the Agreement 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. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including, for the avoidance of doubt, all audio and video captured by CCTV cameras deployed by the Contractor in connection with the delivery of the Service), 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.

B. 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

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IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

- C. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- D. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the 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.
- E. 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.
- F. 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:-

1. to 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 7 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 relevant details of personnel (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2018, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client shall 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 Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to the Contractor by the Client and the Contractor so acknowledges and confirms.

- F. 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, outbreak of disease, insurrection, 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 one (1) calendar days either Party may terminate at one (1) 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. Either Party shall have the right (in addition to the right to terminate specified in Schedule A: Services Contract Particulars and any other rights which either Party has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within one (1) 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:

- (i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor; and
- (ii) that the Contractor (or its subcontractor(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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.

F. On completion or termination of this Agreement, howsoever arising, the Contractor shall immediately return all Confidential Information, records, papers, materials, media and other property of the Client which is in its possession.

G. On completion or termination of this Agreement, howsoever arising, the Contractor shall promptly return all Data that is stored by the Contractor in any format to the Client in a non-proprietary, machine readable form. The Contractor shall not delete any Data including production and backup copies until such time as the Data returned has been validated by the Client. Once the Data returned has been validated by the Client and upon the instruction of the Client, the Contractor shall delete all of the Data and certify in writing the Data has been permanently removed from the Contractor's facilities.

10. CONTRACT MANAGEMENT

A. The Client's Contact and the Contractor's Contact (as specified in Schedule A: Services Contract Particulars) 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 requests for information from the Client;
4. comply with all reasonable directions of the Client; and
5. comply with the service levels and performance indicators set out in Schedule D.

11. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to the Client's Contact and the Contractor's Contact (as specified in Schedule A: Services Contract Particulars).
- 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.
- 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 part, 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. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) 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 person is established.

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)
- 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.

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 necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the the Location(s) of the Special Event(s) (as specified in Schedule A: Services Contract Particulars) 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 Location(s) of the Special Event(s) (as specified (as specified in Schedule A: Services Contract Particulars) and the removal of Equipment when no longer required at its sole cost.
- C. The Contractor shall maintain and store all items of Equipment at the Location(s) of the Special Event(s) (as specified in Schedule A: Services Contract Particulars)) 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 Location(s) of the Special Event(s) (as specified in Schedule A: Services Contract Particulars) 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. Save where otherwise agreed between the Parties, on completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Location(s) of the Special Event(s) (as specified in Schedule A: Services Contract Particulars) in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Location(s) of the Special Event(s) (as specified in Schedule A: Services Contract Particulars) or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors. The Client may at its discretion inspect the Location(s) of the Special Event(s) (as specified in Schedule A: Services Contract Particulars) and direct the Contractor to take corrective action to return the Location(s) of the Special Event(s) (as specified in Schedule A: Services Contract Particulars) to its original condition.

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. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- B. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is a Data Controller, and the Contractor is a Data Processor in respect of Data which is Personal Data. Schedule F: Data Protection sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- C. Without prejudice to the generality of clause 25A, 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 process or otherwise transfer any Personal Data outside of the EEA without the Client's prior written consent and unless the following conditions are fulfilled:
 - (i) appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- D. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- E. The Contractor shall without undue delay report in writing to the Client any Data Compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- F. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- G. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless 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.
- H. 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.

- I. The Contractor shall fully comply with and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- J. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- K. The Contractor shall:
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data; and,
 - 2. in such an event and if attributable to any default by the Contractor or any Subcontractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- L. The Client consents to the appointment of the third party data Processors listed in Schedule F: Data Protection in connection with the delivery of the Services. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement with all approved third-party processor(s) of Personal Data (if any) incorporating terms which are no less onerous than to those set out in this clause 25 as between the Client and the Contractor. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it in connection with the delivery of the Services.
- N. Save for clauses 25A, 25B and 25D, 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. RETENTION OF CCTV FOOTAGE

- A. The Contractor shall retain all CCTV footage obtained in connection with the delivery of the Services for the period specified in Schedule A: Services Contract Particulars.
- B. The Contractor shall ensure that it will take all steps necessary to ensure that in the provision of the Services all equipment, personnel, procedures and processes used by the Contractor will preserve the integrity of data, evidence and chain of evidence.
- C. The Contractor's premises or the premises at which data is stored shall be secured to a standard which is appropriate to the risks associated with the protection of evidence.
- D. The provisions of this Clause shall survive the termination of this Agreement for whatever reason.

27 HEALTH AND SAFETY

27.1 General

- A. The Contractor shall comply with all relevant health and safety legislation, including without limitation fire safety, electrical safety in the provision of the Services.
- B. The Contractor acknowledges that it is responsible for compliance with all and any applicable health and safety obligations with regard to its role and obligations.
- C. The Contractor shall notify the Client of any alterations to its health and safety policies and procedures and the Contractor shall take account of any concerns of the Client as to any impact on the Services arising from any proposed alteration thereto.
- E. The Contractor shall be required to provide the Client with access to its records of all health and safety-related incidents on request.

27.2 Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (Construction) Regulations 2013

- A. The Contractor shall ensure, so far as is reasonably practicable, that any Works:
 - (i) are designed and are capable of being constructed to be safe and without risk to health;
 - (ii) are constructed to be safe and without risk to health;
 - (iii) can be maintained safely and without risk to health during use; and
 - (iv) comply in all respects, as appropriate, with relevant statutory provisions.
- B. The Contractor represents and warrants to the Client that the Contractor is, and will, while performing the Contract, be a competent person for the purpose of ensuring, so far as is reasonably practicable, that the Works:
 - (i) are designed and are capable of being constructed to be safe and without risk to health; and
 - (ii) are constructed to be safe and without risk to health; and
 - (iii) can be maintained safely and without risk to health during use; and
 - (iv) comply in all respects, as appropriate, with the relevant statutory provisions.
- C. The Contractor represents and warrants to the Client that the Contractor is and will, while performing the Contract, be a competent person to carry out the Works and has allocated and will allocate sufficient resources to enable itself to comply with the requirements and prohibitions imposed on the Contractor by or under the relevant statutory provisions
- D. In this Clause 27.2, “competent person”, “reasonably practicable” and “relevant statutory provisions” shall be construed according to section 2 of the Safety, Health and Welfare at Work Act 2005.

27.3 Project Supervisor

- A.. Where the Contractor is to be appointed project supervisor for the construction stage or the design process or both in accordance with the Safety, Health and Welfare at Work (Construction) Regulations 2013 (the Construction Regulations) for the Works, or a project

including the Works, the Contractor shall accept the appointment by entering into the appointment in the form required by the Client. Where an individual or body corporate named in the Contractor's Submission is to be appointed project supervisor for the construction stage or the design process or both in accordance with the Construction Regulations for the Works, or a project including the Works, the Contractor shall ensure that the individual or body corporate named in its Submission accepts the appointment by entering into the appointment in the form required by the Client. The Contractor shall, if appointed as project supervisor, comply with its obligations under the Construction Regulations in connection with that appointment. If the Client terminates the appointment of the Contractor or other person named in the Contractor's Submission as project supervisor for the construction stage or the design process or both as a result of that project supervisor's failure to comply with its obligations, the Contractor shall pay to the Client all the Client's cost resulting from the termination (including the cost of appointing and fees and expenses paid to a replacement project supervisor, or, if the Client acts as project supervisor itself, the Client's cost of doing so).

- B. Where the Contractor or a person named in its Submission is to be appointed as project supervisor for the construction stage or the design process or both, the Contractor represents and warrants to the Client that the Contractor or person named in its Submission is competent and will allocate adequate resources to enable itself to perform its duties under the Construction Regulations.
- C. If the Contractor or a person named in its Submission is appointed as project supervisor for the construction stage or the design process or both the Contractor shall ensure that the project supervisor has the insurances required of the project supervisor under its appointment.
- D. On award of the tender, The Contracting Authority will ask a third-party Health and Safety Consultancy Company to further assess by way of questionnaire the abilities of the proposed PSCS/PSDP to be used on this contract to ensure they have the correct competencies
- E. The Contractor shall (without adjustment to the Charges payable to the Client under the Agreement or extension of time) comply with all the lawful directions of the project supervisors appointed for the construction stage and the design process in accordance with the Construction Regulations for the Works, or any project including the Works, and give them any copies of Contractor's Documents that they may request.
- F. The Contractor shall comply with the directions of the Client regarding the provision to the Client of the documents required for the safety file (as defined in the Construction Regulations).

29. EXIT MANAGEMENT

- A. Upon termination of this Agreement, for any reason, the Contractor shall comply with any exit management obligations specifically described in Schedule A: Services Contract Particulars.
- B. Without prejudice to Clause 29.A, the Contractor shall, upon termination of this Agreement for any reason, co-operate with and provide such assistance as is reasonably requested by the Client.

30. ADDITIONAL CONDITIONS

A. [Any additional conditions to be included here]

Schedule C: The Specification

[Insert when completing Services Contract]

Schedule D: Charges

[Insert when completing Services Contract]

Schedule E: Service Levels

[Insert any applicable Services Levels or include “N/A”]

Schedule F: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

1.1 Subject matter of processing

- Video imagery from CCTV cameras onsite at an event

1.2 Nature of processing

- Viewing video as captured for quality assurance and technical validation of the system
- Downloading video footage for review by Garda members for evidentiary purposes

1.3 Purpose of processing

- Validate and quality assure system operation
- Provide video footage to Garda members for evidentiary purposes

1.4 Duration of the processing

- Individual recordings will generally be held for up to 30 days.
- An Individual recording may be extracted and held separately for evidentiary purposes in the Contracting Authority's system
- No data will be held longer than 30 days after the expiry of the Contact

2. Types of personal data

- Video imagery

3. Categories of data subject

- Members of the general public attending events or in proximity to an event
- Garda members and staff
- Event staff

4. Approved third party processors.

[Include approved data Processors or "None" (where there no approved processors) at contract award stage].

End of Document