Services Contract

***** Do not edit this online document. Download a local copy before editing ******

Remove this comment afterwards

Complete the fields in this setup table first. Repeated fields later in the contract are linked and auto-populated from this section.

FIELDS TO BE COMPLETED

Field	Complete here
Contracting Authority	Click or tap here to enter Contracting Authority
Contracting Authority Address	Click or tap here to enter Contracting Authority Address
Contracting Authority Contact Person (and email address if required)	Click or tap here to enter Contracting Authority Contact Person (and email address if required)
Contractor Name	Click or tap here to enter Contractor Name
Contractor Address	Click or tap here to enter Contractor Address
Contractor Contact Person (and email address if required)	Click or tap here to enter Contractor Contact Person (and email address if required)
Services Description	Enter short description of Services
Date RFQ issued	Select or enter Date RFQ issued
Date Response received from contractor	Select or enter Date Response received from contractor
Start date of contract	Select Start Date of Contract from Calendar Dropdown
Expiry Date	Enter expiry date, e.g. 31/12/2030 or 31 December 2030
Extension Period	Enter extension period including number and unit
Maximum Number of Extensions	Enter maximum number of extensions

Field	Complete here	To view context control and click:
Liability cap	Enter liability cap in €	Schedule A Clause 4E
Retention amount	Enter retention amount	Schedule A Clause 4F
Maximum retention percentage	Enter maximum retention percentage	Schedule A Clause 4F
Liquidated damages amount	Enter liquidated damages amount	Schedule A Clause 4G
Liquidated damages threshold	Enter liquidated damages threshold	Schedule A Clause 4G
Client termination notice period	Enter client termination notice period including number and unit	Schedule A Clause 6A
Contractor termination notice period	Enter Contractor Termination Notice Period including number and unit	Schedule A Clause 6A
Additional conditions	Enter additional conditions, or Not applicable	Schedule A Clause 20
Subject matter of processing	Enter subject matter of processing	Schedule E
Nature of processing	Enter nature of processing	Schedule E
Purpose of processing	Enter purpose of processing	Schedule E
Duration of processing	Enter duration of processing	Schedule E
Types of Personal Data	Enter types of Personal Data	Schedule E
Categories of Data Subject	Enter categories of Data Subject	Schedule E
Approved third-party processors	Enter approved third-party processors	Schedule E

Navigation: hold Ctrl and select View context to jump to the relevant clause. Hold control and select Return to context links to return to the page containing the context links.

Signatures: complete the signature and witness fields in the signature section of the agreement after all contract fields and schedules have been finalised.

For guidance on completing the fillable fields, including the information to be entered and the stage at which each field should be completed, please refer to the **Fillable Fields Explainer Document available alongside this Contract template.**

Complete every field in the setup table and use View context where the surrounding contractual wording is relevant.
A section has also been included to allow for the insertion of any Additional Conditions, where required.
Schedules B -E must also be completed.
Before finalising the contract, users should ensure that all fields have been completed and that all schedules have been reviewed for accuracy and completeness.

SERVICES CONTRACT

Auto: Contracting Authority

- and -

Auto: Contractor Name

AGREEMENT

Relating to the provision of services pursuant to a
Request for Quotations for the provision of Auto: Services Description

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NB* This Contract is designed for use in conjunction with a Request for Quotations for the Supply of Services and only where the estimated value is less than €50,000. These documents are intended for use in the procurement of low-value, low-risk goods and services only and should not be used for any other purpose. If the documents are to be used for procurements in respect of ICT, additional terms and conditions may be required and specific legal advice should be sought. By choosing to use these documents, a contracting authority accepts the parameters for their use set out above.

THIS AGREEMENT is made on the Select Start Date of Contract from Calendar Dropdown BETWEEN:

Auto: Contracting Authority, of Auto: Contracting Authority Address ("the Client");

and

Auto: Contractor Name, of Auto: Contractor Address ("the Contractor")

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

WHEREAS:

A. By a Request for Quotations ("RFQ") dated Auto: Date RFQ issued, the Client sought quotations for the provision of Auto: Services Description ("the RFQ"). References to the RFQ shall include any clarifications issued by the Client in writing.

B. The Contractor submitted a response to the RFQ dated the Auto: Date Response received from contractor ("the Response"). References to the Response shall include any clarifications issued by the Contractor to the Client in writing.

IT IS HEREBY AGREED AS FOLLOWS:

1. This agreement ("Agreement") consists of the following documents and, in the case of a conflict of wording, the following order of priority shall apply:

i. The within terms and conditions together with the Schedules attached hereto:
ii. The RFQ;
iii. The Response.

2. The Contractor agrees to provide the services described in Schedule B (the "Services") to the Client in accordance with this Agreement. Schedule B details the nature and specifications of the Services in accordance with the RFQ and the Response.

3. Subject to the terms and conditions set out in Schedule A 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 Auto: Contracting Authority Contact Person [Contracting Authority Contact Person's email address] and the Contractor's contact [Contractor Contact Person's email address] is Auto: Contractor Contact Person.

5. This Agreement shall take effect on the date of this Agreement as set out above and shall expire on Auto: Expiry Date, (the "Initial Term") unless it is otherwise lawfully terminated or extended. The Initial Term together with any extensions shall hereinafter be referred to as the "Term".

Delete if there is to be no extensions of the Term:
The Client reserves the right to extend the Term for a period or periods of up to Enter extension period with a maximum of Enter maximum number of extensions such extensions permitted subject to its obligations at law.

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFQ.

7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.

8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.

9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

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

SCHEDULE A: TERMS AND CONDITIONS

1. CONTRACTOR'S OBLIGATIONS

A. The Contractor shall act with 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.

B. In consideration of the payment of the Charges in accordance with this Agreement the Contractor shall:

i. provide the Services in accordance with the RFQ, the Client's reasonable directions and the terms of this Agreement;

ii. 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;

iii. Comply with all local security and health and safety arrangements as notified to it by the Client;

iv. 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.

C. 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.

D. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. 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.

2. PAYMENT

A. Subject to the provisions of this clause (Payment) the Client shall pay and discharge the Charges plus any applicable VAT.

B. Discharge of the Charges is subject to:

i. compliance by the Contractor with the provisions of this Agreement;

ii. 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's pre-printed terms and conditions are hereby disallowed;

iii. 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) must be raised by the Client's Contact within 14 calendar days of receipt of the 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

iv. the Contractor having provided its current Tax Clearance Certificate to the Client. 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. The Client shall be entitled to deduct from the Charges any amount which is disputed by the Client, pending resolution of such dispute (including related costs and expenses).

E. 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. 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.

F. The Charges shall be deemed to be inclusive of any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.

G. The Client shall be under no obligation to purchase any minimum number or value of Services under this Agreement.

3. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

A. The Contractor acknowledges, warrants and represents that:

i. 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;

ii. 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;

iii. 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;

iv. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;

v. 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

vi. Where required, it has inspected the Client's premises, lands and facilities before submitting its Response and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;

B. The Contractor undertakes to notify the Client immediately of any material change to the status of the Contractor with regard to the warranties, acknowledgements and representations as set out at clause 3A and to comply with all reasonable directions of the Client with regard to same.

C. The Contractor undertakes that it shall retain and maintain for the Term, the relevant insurances specified in the RFQ. The Contractor undertakes to advise the Client of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause.

4. 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 negligent 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 this clause 1 (Contractor's Obligations) of Schedule A. The terms of this clause 4A shall survive termination of this Agreement for any reason.

B. Save in respect of fraud (including fraudulent misrepresentation), personal injury, death or in respect of the Contractor's indemnity under clause 18H (Intellectual Property), or in respect of a breach by the Contractor of clause 19 (Data Protection) 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 engage 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.

E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 18H (Intellectual Property), 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 € regardless of the number of claims.

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F. If for any reason the Client is reasonably of the view that the performance of the Services by the Contractor does not comply with the standards set out in this Agreement (including the RFQ and Response) a sum may be withheld from any payment otherwise due, calculated as follows:

(“the Retention Amount”) which Retention Amount shall not at any given time exceed % per cent of the Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 4F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

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G. Without prejudice to any general right to damages under this Agreement where the Contractor does not provide the Services within delivery dates or lead times in accordance with this Agreement, the Client may, at its discretion, deduct €[ ] per week/day, or part thereof, for each week/day of late delivery as liquidated damages up to a maximum amount of €[ ] (the "Liquidated Damages Threshold"). Where the Liquidated Damages Threshold is met or exceeded, the Client shall be entitled to:

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i. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and

ii. without prejudice to sub-clause (i), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

5. 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 participation in this Agreement ("Confidential Information") and shall not disclose same to any third party (including any Large Language Model or any artificial intelligence technology) except:

i. to its professional advisers subject to the provisions of this clause (Confidentiality); or

ii. as may be required by law; or

iii. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause (Confidentiality); or

iv. in the case of the Client by request of any person or body or authority whose request the Client considers it necessary or appropriate to so comply; or

v. with the express written consent of the Client.

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.

The obligations in this clause (Confidentiality) will not apply to Confidential Information:

i. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or

ii. which is or becomes public knowledge other than by breach of this clause; or

iii. is independently developed by the disclosing Party without access to or use of the Confidential Information; or

iv. 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 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 specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Client accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

E. The terms of this clause (Confidentiality) shall survive expiry, completion or termination for whatever reason of this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving Client Termination notice period written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving Contractor Termination Notice Period **Error! Reference source not found.**written notice to the Client.

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B. Either Party shall have the right to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

i. 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;

ii. 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;

iii. 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

iv. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.

C. 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.

D. 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.

E. 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.

7. 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 any 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:

i. 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;

ii. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;

iii. comply with all reasonable directions of the Client; and

iv. comply with the service levels and performance indicators set out in Schedule D or as otherwise agreed between the Parties.

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.

D. 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 this clause (Contract Management).

8. 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 Contractor's Contact and to the Client's Contact 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.

F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

H. If, and to the extent that, any Dispute has not been settled pursuant to mediation, either party may apply to the Irish courts at any time thereafter.

9. GOVERNING LAW, 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. The Parties agree that any signature required for the execution of this Agreement may be an Advanced Electronic Signature (as defined by the Electronic Commerce Act, 2000) or, in the case of the Client, an Electronic Signature (as defined by the Electronic Commerce Act, 2000) and such a signature shall have the same effect as a handwritten signature.

No binding contract, contractual rights or other legal relationship in relation to the Client shall exist or be deemed to exist unless and until this Agreement has been executed by or on behalf of the Client.

10. 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.

B. All notices shall be deemed to have been served as follows:

i. if personally delivered, at the time of delivery;

ii. 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

iii. if communicated by email, on the next working day following transmission.

11. ASSIGNMENT AND SUBCONTRACT

A. The Client may, at any time, assign, or otherwise transfer the whole or any part of this Agreement to any Minister or public sector body, entity, or office. Any such assignment, novation or transfer will be done at no additional cost to the Client.

B. Subject to each Party's obligations at law, any assignment, novation, sub-contract or transfer to a third party of the Contractors rights or obligations under this Agreement (the "Transfer") requires the prior written consent of the Client. Prior to any such Transfer, the transferee will be obliged to sign an undertaking to comply with all

obligations under this Agreement. Any attempted Transfer not complied with in the manner prescribed herein shall be null and void.

12. ENTIRE AGREEMENT, NON-EXCLUSIVITY AND MISCELLANEOUS

A. 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 are hereby excluded.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

13. CONFLICTS, REGISTERABLE 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 (Conflicts, Registrable Interests and Corrupt Gifts) 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.

14. 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.

15. CONTRACTOR EQUIPMENT

A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Contractor Equipment").

B. All Contractor 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 Contractor Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Contractor Equipment when no longer required at its sole cost. Unless otherwise agreed, Contractor Equipment brought onto the premises will remain the property of the Contractor.

C. The Contractor shall maintain and store all items of Contractor 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 Contractor 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 Contractor Equipment.

E. Save where otherwise agreed between the Parties, on completion of the Services the Contractor shall remove the Contractor 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.

16. CHANGE CONTROL PROCEDURE

A. Subject to their obligations at law, 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 by the Party proposing the change. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services and the Charges (where known).

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 proposed change within twenty (20) calendar days or such other period agreed between the Parties.

F. On approval of the change, this Agreement and/or the Schedules shall be updated and revised as appropriate and in writing.

G. In the event that either Party rejects the change, the change(s) shall not take place, and the Parties shall continue to perform their obligations under this Agreement.

H. Unless otherwise agreed between the Parties, any costs incurred in preparing the Change Control Notice shall be borne by the Party proposing the change. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease or be suspended or delayed by the operation of the Change Control Procedure.

17. KEY PERSONNEL

A. The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Response ("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.

B. 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.

18. INTELLECTUAL PROPERTY

A. Intellectual Property Rights ("IPR") means the rights held by either of the Parties in any patents, trademarks, copyrights, designs, trade secrets or other confidential information and all pending applications for registrations of patents, trademarks, copyrights or designs, together with all connected and similar or analogous rights in any country or jurisdiction.

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 the Contractor or the Client independently of this Agreement, and any IPR in the Contractor's standard hardware and software products or modifications or updates to such products. All Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

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 video recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams or any other media) 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. Each Party grants to the other a royalty-free non-exclusive licence to use its Pre-existing IPR for the Term to the extent necessary to enable the Parties to fulfil their obligations under this Agreement.

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 Client. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.

G. The Contractor shall ensure that all and any necessary consents and/or licences which are necessary for the provision of the Services 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).

H. 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, or indirect) liability, damages, claims, costs or expenses which arise by reason of any breach of third party IPR in so far as any such rights are used for the purposes of this Agreement. This indemnity shall not be subject to any cap on liability.

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 availing of the Services;

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 or indirect) thereby accruing to the Client as a result of the breach.

I. 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 will survive the expiration or termination of this Agreement for any reason.

19. DATA PROTECTION

A. In this Agreement the following terms shall have the meanings respectively ascribed to them:

"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 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 19B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

i. process that Personal Data only on the written instructions of the Client. For the avoidance of doubt, this Agreement shall, together with any additional instructions agreed in writing, constitute the written instructions of the Client to process the Personal Data for the purpose of the provision of the Services;

ii. 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;

iii. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential unless required to do so by European Union or Member State law to which the Data Processor is subject. In such a case, the Data Processor shall inform the Data Controller of that legal requirement before processing, unless that law prohibits such information on

important grounds of public interest.

E. The Contractor shall 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.

F. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data and shall provide assistance to the Client in relation to any such request (including, where directed by the Client, by allowing Data Subjects to have access to their Personal Data).

G. The Contractor shall, unless prohibited by European Union or Member State law to which the processor is subject, promptly notify the Client if it receives any complaint, correspondence, notice, order of the Court or request of any regulatory or government body relating to the Personal Data and/or the Parties' 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.

H. 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.

I. 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.

J. 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.

K. The Contractor shall permit the Client (upon the provision of reasonable notice), 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. The Contractor shall, upon request, also provide evidence of any relevant internal or independent audits/self-assessments performed by or on behalf of the Contractor. In relation to any audit requested by the Client:

i. the Client shall first consider the contents of the most recent

independent audit performed on behalf of the Contractor;

ii. the Parties shall agree the nature and scope of any such audit which shall be set out in an audit plan;

iii. each Party agrees to bear their own costs

iv. the Client agrees to appoint auditors that are suitably qualified and are not a direct competitor of the Contractor.

L. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause (Data Protection).

M. The Contractor shall:

i. 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;

ii. ensure that a back-up copy of any and all such Personal Data is made regularly and in accordance with the instructions of the Client and that this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

iii. in the event of corruption or loss of Personal Data, 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.

N. The Client consents to the Contractor appointing such sub-processors identified in the Response and set out in Schedule E. During the Term of the Agreement, if the Contractor proposes any changes to its sub-processor(s), the Contractor must inform the Client at least 30 days in advance. The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any replacement sub-processor. The Client shall have absolute discretion as to the suitability of any proposed replacement sub-processor. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause as between the Client and the Contractor. The Contractor shall, if called upon to do so, make available to the Client, copies of such sub-processing agreements in order to evidence compliance with this clause. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause (Data Protection).

O. Subject to the cap on liability, each Party will fully and effectively indemnify the other Party against any loss or damage (whether direct, indirect or consequential) suffered by the other Party and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto which may arise directly or indirectly as a result of the breach of the Data Protection Laws.

P. All the obligations on the Contractor in this clause relating to the processing of Personal Data shall apply to the processing of all Data.

Q. The provisions of this clause shall survive termination and or expiry of this Agreement for any reason.

20. ADDITIONAL CONDITIONS

Click here to enter additional conditions if needed

Return to completion fields

SCHEDULE B: THE SERVICES/SPECIFICATION

Click here to enter Specification details

SCHEDULE C: CHARGES

Click here to enter Charges details

SCHEDULE D: SERVICE LEVELS

Click here to enter service level details

SCHEDULE E: DATA PROTECTION

1. **Processing by Contractor:**

    a. **Subject matter of processing:**
    Enter subject matter of processing

Return to completion fields

    b. **Nature of Processing:**
    Enter nature of processing

Return to completion fields

    c. **Purpose of Processing:**
    Enter purpose of processing

Return to completion fields

    d. **Duration of Processing:**
    Enter duration of processing

2. **Types of Personal Data:**
    Enter types of personal data

Return to completion fields

3. **Categories of Data Subject:**
    Enter categories of data subject

4. **Approved Third Party Processors:**
    Enter approved third party processors