

Coimisiún na Meán

REQUEST FOR TENDERS

Open Procedure

Request for Tender for the Provision of Research, Market and Economic expertise: The Coimisiún seeks tenders for the provision of research, market and economic expertise to review, analyse and report on the public service content (PSC) provided by public service content providers (PSCPs) at local, regional and national levels across all media. The study, to be undertaken in the context of the Broadcasting (Amendment) Bill 2026, including Part 9B, will inform the development of funding schemes and initiatives under the new media fund, Ciste na Meán.

Deadline for receipt of Tenders:	4 th November 2026 at 15:00
Deadline for queries:	23 rd October 2026 at 15:00
All queries must be submitted via the eTenders messaging function.	
Responses to clarifications will be posted on www.etenders.gov.ie	
Tenders must be submitted electronically through www.etenders.gov.ie only. Tenders submitted by email, post, hand delivery or any other means will not be accepted.	

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1. INTRODUCTION

1.1 Information about Coimisiún na Meán

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

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

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

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

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

2. SCOPE OF CONTRACT

The Coimisiún is seeking to appoint a suitably qualified service provider for the provision of research and market analysis services for the delivery of a new framework to inform the Coimisiún's consideration of, and recommendations for, the types of funding schemes and funding initiatives, including the prioritisation of public service content categories, that should operate further to Ciste na Meán.

The framework will support the enhancement of the production and provision of public service content that has cultural resonance and/or supports participation in democratic life for the diversity of Irish audiences, including under-served audiences and Irish-language audiences, on a platform-neutral basis.

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

The Contract is expected to commence in November 2026 and will have an initial term of seven (7) months. The principal deliverables are expected to be completed by June 2027.

The Coimisiún may, at its sole discretion, extend the Contract for a further period of up to six (6) months where required to provide for additional support, clarification or related services arising from the principal deliverables, including where relevant to developments in the associated legislative process. Any extension will be subject to satisfactory performance, continuing need, budget availability and compliance with applicable procurement law.

While the Commission has no baseline for this requirement and therefore it is difficult to estimate a contract value at this stage, the absolute maximum expenditure is capped at €149,999. This should not be interpreted as an estimate of the value of the contract, rather it is a budgetary value which cannot be exceeded. Tenders received with a value greater than €149,999 will be deemed to be non-compliant and will be eliminated from the competition.

This procurement is being conducted by way of an Open Procedure.

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

3. BUDGET, PAYMENT AND COSTS

The maximum value of the Contract is **€149,999 exclusive of VAT**, inclusive of all extensions, options and any additional services provided for under the Contract. This represents the maximum potential value of the Contract and does not constitute a commitment by the Coimisiún to purchase or draw down services up to this value.

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

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

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

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

4. INSTRUCTIONS TO TENDERERS

4.1 Tender Documents - Ambiguity, Discrepancy, Error, Omission

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

Tenderers shall immediately notify the Coimisiún if they become aware of any ambiguity, discrepancy, error or omission in the Request for Tenders. Upon receipt of such notification, the Coimisiún shall issue a written clarification or ruling, which shall be communicated to all Tenderers via eTenders and shall form part of the Request for Tenders.

4.2 Deadline for receipt of tenders

The deadline for receipt of Tenders is **4th November 2026 at 15:00**.

4.3 Queries

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

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

Deadline for queries: 23rd October 2026 at 15:00

4.4 Submission of tenders

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

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

4.4.1 Format for submission of tenders

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

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

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

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

4.5 Qualification of tenders

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

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

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

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

4.7 Extension of tender period

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

4.8 Cost of preparation of tender

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

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

4.9 Tender Validity Period

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

4.10 Currency

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

4.11 Confidentiality

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

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

4.12 Conflict of interest

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

4.13 Freedom of Information Act

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

4.14 Data protection

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

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

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

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

4.15 Tax Clearance Certificate

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

4.16 Irish Legislation

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

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

4.17 Determination of responsiveness

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

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

4.18 Clarification of tenders

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

4.19 Consortia and Prime/Subcontractors

Where a group of undertakings submit a tender in response to this RFT, The Coimisiún will deal with all matters relating to this public procurement competition through the entity who will carry overall responsibility for the performance of the contract only ("Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members.

4.20 Correction of errors

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

4.21 Interference

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

4.22 Inducements to purchase

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

- If the tenderer has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with The Coimisiún, or
- If like acts have been done by any other person employed by the tenderer or acting on its behalf (whether with or without the knowledge of the tenderer).

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

4.23 “Or Equivalent”

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

4.24 Notification of tender evaluations

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

4.25 Award to runner-up

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

4.26 Payment

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

4.27 Terms and Conditions

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

4.28 Law

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

5. EVALUATION OF TENDERS

5.1 Selection Criteria

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

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

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

5.1.1 Confirmation of Eligibility

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

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

5.1.2 Economic and Financial Standing

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

Insurance	
Requirement	• Employers Liability Insurance (€13 m) • Public Liability Insurance (€6.5m) • Professional Indemnity Insurance (€1m) • Cyber Security Insurance (€1m)
Evidence	Tenderers must provide evidence (e.g., certificates of insurance including value of cover, renewal date(s)' and name of insurer(s) that you possess the forms and levels of insurance specified or that these insurances can be put in

	place if you are successful in this competition using the table in the Tender Response Document
Minimum standard	Evidence from insurer in relation to minimum levels of cover required.

Turnover	
Requirement	Average annual turnover for the last three financial years of at least €300,000 per annum.
Evidence	Tenderers must provide appropriate evidence (e.g., auditor's statement or financial accounts) detailing your turnover for each of the three previous financial years in the relevant table in the Tender Response Document OR if you do not have in your possession the evidence required under this eligibility criterion when submitting your tender proposals, you may, in the interim, complete the Form of Self-Declaration provided in the Tender Response Document

Tax clearance	
Requirement	Tenderers will be required to produce a tax clearance access number and tax reference number so that The Coimisiún can verify their tax clearance before the contract is awarded and at any time thereafter.
Evidence	Tenderers must provide a tax clearance access number and tax reference number from the Irish Revenue Commissioners using the table provided in the Tender Response Document OR if you do not have in your possession the evidence required under this eligibility criterion when submitting your tender proposals, you may, in the interim, complete the Form of Self-Declaration provided in the Tender Response Document.

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5.1.3 Technical and Professional Ability

Previous experience	
Requirement	Previous experience of contracts of a similar nature completed in the last 5 years. Ongoing incomplete projects will not be accepted.
Evidence	Tenderers must provide details of two (2) relevant contracts completed within the last five (5) years. The Coimisiún may, at its discretion, accept a reference for an ongoing contract where the Tenderer can demonstrate delivery of comparable completed phases or milestones.

5.1.4 Declarations

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

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

5.1.5 Resource Allocation

Tenderers must provide details for the individuals nominated to undertake the contract for The Coimisiún. Comprehensive curriculum vitae must be included for each individual identified. CVs demonstrating the nominated consultant's expertise for the role / project must be provided for all key personnel. Tenderers must guarantee that the above staff shall be fully available for delivery of the goods / services identified.

5.1.6 Form of Tender

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

5.2 Award / assessment criteria

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

In assessing Tenders, the Coimisiún will evaluate the extent to which each Tender demonstrates a clear understanding of the requirements set out in Appendix 1 –

Specification of Services, together with the Tenderer's proposed methodology, resources, cost and approach to environmental, social and sustainability considerations.

The Coimisiún is not bound to accept the most economically advantageous Tender or any Tender received and reserves the right to accept or reject, in whole or in part, any or all Tenders received.

Criterion	%	Minimum score required ¹
Methodology and Approach for Delivery Please outline your proposed methodology and approach for delivering the requirements of this RFT, including: research methodology and key data sources; approach to market, economic and stakeholder analysis; data collection and analysis; quality assurance; stakeholder engagement; project management; and the proposed delivery plan, including key milestones, deliverables and production of the final report. Tenderers should demonstrate their understanding of the brief and the Irish media landscape, and how their proposed approach will ensure the timely and high-quality delivery of all required outputs within the required timeframe.	40	24
Quality and balance of resources provided Please outline your proposed project team, including: team structure, roles and responsibilities; relevant expertise, qualifications and experience of key personnel; resource allocation across the project lifecycle; and arrangements for project leadership, oversight and day-to-day delivery. Tenderers should demonstrate how their proposed team provides the appropriate blend of research, market, economic and media-sector expertise required to successfully deliver the Contract, and how resources will be deployed to ensure high-quality delivery within the required timeframe.	30	18
Ultimate cost Tenderers are required to complete the Form of Tender. All costs must be inclusive of all expenses and shall be fixed for the duration of the Contract. The lowest valid Tender will receive the maximum score of 25 marks under this criterion. All other valid Tenders will be scored on a pro-rata basis using the following formula: (Lowest Valid Tender Price / Tender Price being evaluated) × 25	25	N/A

¹ 60% of the maximum achievable score

Environmental, Social and Sustainability Considerations		
Tenderers should outline the environmental, social and sustainability measures that will be applied in delivering the Contract. Responses should identify practical and proportionate measures relevant to the delivery of the Services, including, where applicable, measures to minimise environmental impacts, support efficient use of resources and/or deliver wider social or sustainability benefits. Tenderers should demonstrate how the proposed measures will be implemented in practice during the Contract.	5	N/A
Total	100%	-

Tenderers must achieve a minimum rating of 60% of the total marks available for each of the individual qualitative criteria in order to avoid elimination from the competition. A Tenderer that fails to achieve the minimum score in any qualitative criterion will be eliminated and will not proceed to price evaluation.

5.3 Calculation of 'Ultimate Cost'

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

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

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

The Coimisiún does not bind itself to accept the most economically advantageous tender or any tender, and reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider.

5.4 Verification / clarification meetings

Meetings for the purpose of verification or clarification may be carried out with appropriate tenderers as part of the evaluation process in order to identify the most economically advantageous tender prior to the award of contract. Such meetings may be required in order to verify the scores achieved by tenderers in respect of their written tenders.

For the avoidance of doubt, tenderers should note that mere performance at interview will not of itself be evaluated.

In the event that such meetings are required, information regarding location and times will be communicated to the chosen tenderers. In order to ensure the optimum effectiveness of such meetings, it is strongly recommended that the key personnel proposed to deliver the services should attend.

APPENDIX 1 – SPECIFICATION OF SERVICES

Introduction

The Coimisiún currently administers Sound & Vision 4 (“SV4”) under the Broadcasting Fund, provided for in the Broadcasting Act 2009, and media funding schemes operated on an administrative basis since 2024. These will be brought together operating under a single set of rules with the establishment of Ciste na Meán.

The core deliverable will be a new framework to inform the Coimisiún’s consideration of, and recommendations for, the types of funding schemes and funding initiatives, including prioritisation of public service content categories, that should operate further to Ciste na Meán to enhance the production and provision of public service content that has cultural resonance and/or supports participation in democratic life for the diversity of Irish audiences, including under-served audiences and content in the Irish language, on a platform neutral basis. The framework is expected to take account of SV4 and the public service content delivered under the existing media funding schemes as well as any new statutory schemes proposed by CnaM. It could modify or replace such schemes as there is an expectation that the schemes or a variant thereof will operate in fulfilment of the Future of Media Coimisiún (FOMC) recommendations.

Public service content is media content (digital, print or broadcast) that has distinct public value and is of high quality, aims to inform, educate or entertain the public, supports healthy democracy and discourse, reflects Irish culture and identity, including in the Irish language, and is freely accessible.

The rationale for the review is to provide the Coimisiún with a report that provides a framework, supported by pertinent and robust data, to establish a baseline for Public Service Content (PSC) provision, identify the appropriate level of PSC that should be supplied, including to under-served audiences and in the Irish language, at local, regional and national levels, across media, and form the basis for recommendations and proposals that will scope and inform the funding measures to be considered by the Coimisiún for implementation further to Ciste na Meán. Any recommendations and associated funding measures must also be sustainable over the first-three-year cadence of Ciste na Meán. This will include recommendations on the prioritisation of categories of public service content for any funding scheme and/or initiatives.

In accordance with the intention of the Bill, the Coimisiún will submit the final report to the Minister for Culture, Communications and Sport. Subsequently, the Minister will submit the report to the Government within a set timeframe, the Government will publicly respond to its recommendations regarding proposals for funding PSC, and both documents will be laid before both Houses of the Oireachtas.

To support this work, the Coimisiún is seeking to engage a suitably qualified consultant with demonstrable experience in the media sector, including research, economic and market analysis, and stakeholder engagement. The key deliverable will be a report which;

- provides an **analysis** of the quality, quantity and range of PSC being supplied by Public Service Content Providers (PSCPs) in the State (including whether funded by Irish and/or EU funding schemes);

- provides evidence-based **recommendations** for each of the first three financial years on the quantity, diversity and accessibility of public service content that would be required to safeguard and enhance healthy democracy and citizen engagement, cultural resonance, diversity and inclusion, appropriately serve under-served audiences and support the implementation of the national policy on the Irish language; and,
- to **propose measures** to be taken by the Coimisiún further to its powers and by other persons to support and/or enhance the capabilities of public service providers to supply public service content that meets the proposed recommendations, in a sustainable manner for the three-year period; and,
- **provide a range of estimates** to inform the Coimisiún's consideration and decision on its recommendations for the level of funding required to give effect to any proposals.

The successful tenderer will be responsible for conducting an analysis of public service content provision, alongside market and economic analyses at local, regional and national levels. This will involve collecting data on public service content and reviewing existing data, evaluating emerging findings and preparing a comprehensive, evidence-based report setting out recommendations and proposed measures. The report must include a range of costed options for any proposed funding schemes and/or measures², to be implemented for the three financial years 2028, 2029 and 2030. To support the report, the successful tenderer will provide all data collected and/or collated by the tenderer to the Coimisiún in a format to be agreed with the Coimisiún, accompanied by a methodological note explaining how the data was collected and/or collated. This data will be shared with the Department of Culture, Communications and Sport to inform the Minister's consideration of any recommendations made by the Coimisiún on funding public service content.

As part of the process, the successful tenderer will be required to meet with the Coimisiún at key stages of the project to incorporate the Coimisiún's input on a phased basis.

Tenderers should demonstrate in their submission that they have significant experience in the Irish media sectors and have the requisite skills and prior experience to undertake the work set out in the specification below to a high standard.

- Identify the types, and measure the existing adequacy, quality, quantity, diversity and accessibility of public service content on national, regional and local bases;
- Identify whether the content is funded content (e.g. SV4, media funding schemes) or not and impact if unavailable and/or such funding were diverted elsewhere;
- Identify under-served audiences and identify the types, and measure the quantity, diversity, and accessibility, of public service content supplied which serves those audiences;
- Measure the capability of public service content providers, including organisational and technological capabilities, to supply high quality, diverse and accessible public service content, including that which serves the under-served audiences identified in the course of the review;
- Identify the appropriate level of public service content provision to fulfil social functions, including assessment of existing gaps in provision and whether those gaps arise from insufficient investment in the capacity and capabilities of public service providers, or from an

² The Coimisiún will advise of budget levels in the course of any briefing with the successful vendor.

inadequate supply of relevant public service content and identify and recommend the categories of public service content that should be prioritised for funding and support during the initial three-year period of Ciste na Meán.

- Make recommendations for each of the three subsequent financial years after the submission of the report, on the quantity, diversity and accessibility of public service content that would be required on local, regional and national bases to:
 - Enhance the production and provision of public service content that has cultural resonance and/or supports democracy;
 - Appropriately serve under-served audiences identified in the review;
 - Support the implementation of the national policy on the Irish language.
- Propose measures to be taken by the Coimisiún further to its powers and by other persons to:
 - Support, and where necessary improve, the capability of public service content providers to supply public service content that meets the recommendations and
 - Otherwise enable those recommendations to be met in a way that is sustainable over the period to which the recommendations relate, and
 - Provide costings and estimates that would support the Coimisiún in considering its recommending of the level of payments that appears to the Coimisiún to be appropriate for giving effect to any proposals made by the Coimisiún for each of the first three years (refer section 152C of the Bill which provides for means of funding of Ciste na Meán).
- Demonstrate capacity to carry out stakeholder engagement both locally, regionally and nationally, including an understanding of the dynamics relevant to each media sector.
- Stakeholder Engagement: Conduct in-depth consultations with a broad range of stakeholders* to establish the following:
 - Attitudes to, and understanding of, any gaps identified in PSC provision.
 - Known and perceived risks / barriers / challenges to the production and provision of public service content which is identified as being under-served.
 - Known and perceived risks / barriers / challenges to the production and provision of content to under-served audiences and in the Irish language.
 - Opportunities and desired impacts of any funding schemes, including the potential for increased plurality, enhanced democracy, culturally resonant content and provision and production opportunities.
 - Capacity to make content available on digital platforms.
 - Areas requiring further investigation.

It is anticipated that these consultations will take place both in-person and online. Any in-person engagements are likely to take place in stakeholders' operational base and therefore should not incur venue hire costs. Reasonable travel and subsistence expenses should be covered from within the overall budget, i.e. all expenses associated with the delivery of the requirements must be included in the 'all-inclusive' tender price submitted.

*Stakeholders include Public Service Content Providers³, independent production companies, other funding organisations, industry representative bodies, government departments, online platforms, including individual media service providers and academia, internal CnaM stakeholders and others, as deemed appropriate.

It is envisaged that a list of stakeholders will be identified by the successful tenderer and proposed to the Coimisiún for consideration. The final list of stakeholders will be confirmed by the Coimisiún and may include additional stakeholders over and above those proposed by the successful tenderer.

The Coimisiún shall require the appointed company to nominate a dedicated project manager who will act as the main point of contact with the Coimisiún for the duration of the project and will report on a regular basis to the designated point/s of contact in the organisation. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of all deliverables associated with the project.

Tenderers should clearly evidence how their skills, track record and methodological approach enable them to deliver all of the above tasks effectively and to the required quality standard.

Additional context and supporting information:

1. Background

The Broadcasting (Amendment) Bill 2026 (“the Bill”) will establish a new framework for the provision of public service content drawn from the recommendations of the Report of the Future of Media Coimisiún (FoMC). There are three main concepts; public service content, public service media and public service content providers. The FoMC also provided a definition of ‘the public’ and of ‘underserved audiences’. It is useful to set out the definitions as set out in the FoMC report for the purposes of this tender document.

The legislative definitions of these concepts as set out in the current Bill are detailed at Appendix 2. For ease of reference, the proposed definition of PSC is:

‘public service content’ means any programme, anything published in a press publication, or any public service platform-based content, which informs, educates or entertains and which relates to matters falling within any of the following categories:

- (a) the culture, language, history, heritage, society, music, and sport of Ireland and of the people of the island of Ireland, including those matters in a European context and an international context;
- (b) the experiences of the people of the island of Ireland and the experiences of Irish communities outside the island of Ireland;
- (c) traditional and contemporary arts;
- (d) agriculture within the meaning of the Agriculture (Research, Training and Advice) Act 1988;

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³ PSM providers, Commercial Television, Commercial Radio, Community Radio, VOD providers regulated print and online press publications. Refer to definition as set out at Appendix 2. The Coimisiún will provide a complete list of the PSC providers.

- (e) rural affairs;
- (f) the natural environment, environmental sustainability, biodiversity, and climate change;
- (g) human rights, equality, diversity, and inclusion;
- (h) news and current affairs; 10
- (i) European and international institutions;
- (j) the sciences;
- (k) the humanities;
- (l) education;
- (m) adult literacy; 15
- (n) media literacy;
- (o) any category of matters that is specified in an order under section 2G.

The FoMC described the concepts as follows:

Public Service Content (PSC); media content (digital, print or broadcast) that has a distinct public value, is produced to clearly defined professional and ethical standards, is an important public source of truthful and accurate information and diverse opinions. With regard to the Coimisiún's terms of reference, it considered that PSC in an Irish context is content that:

- Informs, educates or entertains the public with regard to matters of Irish culture, identity, sport, language and other matters inherent to Ireland and its people;
- Ensures the public has access to high-quality, independent journalism that is focused on matters of local, regional, national, European and international importance and reported in a balanced way that contributes to democratic discourse;
- Unites the nation, and diaspora, at moments of national importance; and
- Ensures that creative Irish talent has opportunities for their work to reach audiences in Ireland and, where possible, further afield.

It is content that is directly related to the democratic, social and cultural needs of society and delivers valued benefits to society and democracy; merit good. The social functions of PSC are embedded in political, economic, social and cultural life.

Public Service Media; is publicly owned, publicly funded media organisations that primarily provide PSC that is free at the point of consumption. Subject to regulatory oversight, Public Service Media have a clear focus in responding to and serving the needs of the public and have a statutory remit to provide widely accessible content across broadcast, digital and other formats and platforms as appropriate. Public service media produce content with the public benefit in mind, have a clear public service ethos and are guided by well-defined standards of professional ethics.

Public Service Content Providers: is of non-publicly owned media organisations across the print, online and broadcasting sectors that provide PSC to their audiences

The Public: In terms of universality, the public includes people resident in Ireland and Northern Ireland, and those living abroad with an interest in Ireland, including the Irish diaspora.

Under-served Audiences: In terms of diversity and inclusivity, the public includes particular groups within society and classes of person that may require special provisions to ensure equity of access to, and treatment by, media. In this regard, the Employment Equality Acts, which define nine grounds of discrimination including Gender; Civil status; Family status; Sexual orientation; Religion; Age; Disability; Race and Membership of the Traveller community, may be instructive. Other factors known to impair equitable access to media include socioeconomic status, educational levels, literacy levels (including digital literacy), language barriers and infrastructure or technological deficits (which can be shaped by geographical considerations such as regional or urban-rural disparities, for example, in terms of broadband quality).

2. Ciste na Meán

The Bill provides for the conversion of the Broadcasting Fund to the platform-neutral Ciste na Meán to be administered by the Coimisiún that will facilitate the establishment of funding schemes to support the provision, production, archiving and distribution of public service content to be made available to the public by a public service content provider.

Ciste na Meán will be financed on an annual basis by 7% of net licence fee receipts and Exchequer funding, the level of which will be determined as part of an annual estimates process.

The Coimisiún has a number of schemes currently in operation further to the Media Fund being established on an administrative basis only and under the Broadcasting Fund. The current operational schemes are:

Broadcasting Fund

- Sound & Vision 4

Media Fund

- Local Democracy
- Courts Reporting
- News Reporting (one scheme for commercial TV and one scheme for other media with ringfenced element for radio)
- Digital Transformation
- Community Media

There will be a transition period between the enactment of the Bill which will establish Ciste na Meán and it is envisaged that the aforementioned schemes will operate in 2027. The analysis to be carried out is also expected to encompass the public service content delivered under those schemes as any new statutory schemes proposed by the Coimisiún could modify or replace such schemes. There is an expectation amongst stakeholders that these schemes or a variation of these schemes will operate in fulfilment of the recommendations of the FOMC.

New legislation due to be enacted later this year will, *inter alia*, convert the Broadcasting Fund to a platform neutral 'Media Fund'.

Tenderers are invited to review the relevant provision in the Broadcasting (Amendment) Bill 2026⁴ (refer section 3.2 below), which legislates for the provision of Ciste na Meán and the Public Service Content Review.

3. Purpose

As outlined previously in the Contract Scope, the purpose of the review is to provide the Coimisiún with a comprehensive report that establishes a robust, evidence-based framework for assessing Public Service Content (PSC) provision. Supported by relevant and reliable data, the review will establish a baseline for current PSC provision taking account of the fact that schemes have been put in place in recent years to bridge the perceived gaps in PSC, identify the appropriate level of PSC required across local, regional and national services, and assess the needs of under-served audiences and Irish-language content across all media platforms.

The report will also provide the foundation for recommendations and proposals to inform the funding measures that the Coimisiún may implement through Ciste na Meán. Any recommendations and associated funding measures must be sustainable over the initial three-year funding cycle of Ciste na Meán. This will include recommendations on the prioritisation of public service content categories for future funding schemes and initiatives, ensuring that funding is directed towards areas of greatest public value and need.

3.1 Requirements / Deliverables

The Coimisiún requires the successful tenderer to fully collate, analyse and present the results of the research in a final written report to publishable standard suitable for a general audience, which is fully accessible, and, separately, to present the findings in a short briefing deck. In this regard, the report should include, but not be limited to:

- Executive Summary
- The regulatory and legislative context, including the Coimisiún's role
- Desk-based evaluation of the current provision of PSC in the media market (local, regional & national). The desk-based review should include analysis with regard to PSC derived from any support from current funding schemes and/or other state or European aid. The full set of data used in the desk-based evaluation should be provided to the Coimisiún and subsequently, the Department of Culture, Communications and Sport (CCS).
- Key data, insight and commentary on the current quality, quantity and range of PSC provision at local, regional and national levels;
- Key data, insight and commentary on any gaps identified in the provision of PSC and that will provide a strong basis for the prioritisation of PSC categories for funding purposes under Ciste na Meán, including for under-served audiences and the Irish language
- Key data, insight and commentary on the current abilities and challenges facing the PSCPs in the provision of such gaps in PSC provision, including organisational and digital capabilities
- Key data, insight and commentary on the current, and likely drivers and trends, issues and concerns facing the PSCPs over the short-to-medium term
- Best international practice

⁴ [This Bill has completed Dáil Éireann, Second Stage](#)

- An options analysis outlining potential approaches to structuring the Media Fund and associated schemes / funding measures, including advantages, risks, and resource implications for each
- Recommendations should be clearly prioritised and include rationale, expected impact and feasibility assessment
- Details of stakeholder engagement
- Summary of key findings and recommendations. A list of stakeholders engaged with should also be provided
- Anonymised summary of stakeholder perspectives, noting common themes and divergent views
- Visual presentation of key findings (e.g. charts or infographics) where appropriate.
- A short briefing deck (PowerPoint or equivalent) for presentation to senior leadership within the Coimisiún

The research must be capable of standing up to external scrutiny as well as providing a robust platform for the Coimisiún's decision making.

There is a considerable level of research and data available, both internally and externally, such as the information gathered in Annual Performance Reviews of Public Service Broadcasters, the review of Round 1 of the Local Democracy Reporting Scheme and the Courts Reporting Scheme, the development of the new Public Service Media framework, the development of the Coimisiún's new Broadcasting Services Strategy, TAM, JNLR and such like. Also, the Coimisiún can provide additional supports such as convening focus groups over the course of the research project if required.

Notwithstanding the parameters set out above, each tenderer can outline any additional pieces of research or method for stakeholder engagement as it sees fit, in order to achieve project delivery and completion. As part of the application process, prospective tenderers must clearly demonstrate to the Coimisiún their methodology for the management of the project in order to achieve the project's completion to a high standard.

The successful tenderer will also be required to develop and submit a detailed project plan, including key deliverables, timelines and milestones, for discussion and agreement with the Coimisiún at the project kick-off meeting which should take place within the first two weeks of commencement of contract.

It will be a necessary part of the process, that the successful tenderer will formally meet with the Coimisiún at key points in the project in order to incorporate the Coimisiún's inputs on a phased basis.

[3.2 Extracts – Broadcasting \(Amendment\) Bill 2026](#)

Note: Latest Version of this Bill is available on the website of the [Houses of the Oireachtas](#).

3.2.1 Public Service Content Schemes

PART 9B

Interpretation (Part 9B) 152D.

In this Part—

‘plurality of the media’ has the same meaning as in Part 3A of the [Competition Act 2002](#); 10
 ‘scheme’ means a public service content scheme prepared under section 152F.

Review of public service content provision

152E. (1) Every three years, or as directed by the Minister, the Coimisiún shall— 15

- (a) carry out a review of public service content supplied by public service content providers in the State, and
- (b) prepare and submit to the Minister a report of the outcome of the review. 20

(2) The first report under subsection (1) shall be submitted not later than 30 June 2027.

(3) The purposes of a review under subsection (1) are—

- (a) to identify the types, and measure the quantity, diversity, and accessibility, of public service content which is supplied— 25
 - (i) on a national basis,
 - (ii) on a regional basis, and
 - (iii) on a local basis,
- (b) to measure the capability of public service content providers to supply high quality, diverse and accessible public service content 30
 on each of those bases,
- (c) to identify under-served audiences and to identify the types, and measure the quantity, diversity, and accessibility, of public service content supplied which serves those audiences,
- (d) to measure the capability of public service content providers to 35
 supply high quality, diverse and accessible public service content which serves the under-served audiences identified under paragraph (c), and
- (e) to make recommendations and proposals in accordance with subsection (6).

(4) The procedure and methodology for a review under this section shall be determined by the Coimisiún subject to any directions issued by the Minister. 5

- (5) In carrying out a review the Coimisiún shall take account of—
- (a) the requirements of subsection (6),
 - (b) its most recent appraisal and report under section 112A(1) in relation to each corporation, so far as they relate to the financial years concerned, 10
 - (c) its most recent reviews and reports under section 112G in relation to each corporation that relate to the financial years concerned,
 - (d) any review of a scheme under section 152J,
 - (e) any review under section 7(5)(d), so far as relevant,
 - (f) the activities of the Coimisiún under Part 6, 15
 - (g) sources of funding, other than under this Part, from public bodies in the State or the European Union, to provide support for purposes mentioned in section 152F(1), and
 - (h) any other matter as directed by the Minister.
- (6) In a report under subsection (1)(b) of the outcome of a review the Coimisiún shall on the basis of the review— 20
- (a) recommend, for each of the first three financial years commencing after the year in which the report is submitted, the quantity, diversity and accessibility of public service content that would be required— 25
 - (i) to enable meaningful participation by members of the public in political, economic, social and cultural life (taking separately public service content provided on each of the bases referred to in subsection (3)(a)),
 - (ii) to serve under-served audiences identified in the review, and 30
 - (iii) to support the implementation of national policy on the Irish language,
 - (b) propose measures to be taken by the Coimisiún under this Part and under its other powers and by other persons to—
 - (i) support, and where necessary improve, the capability of public service content providers to supply public service content that meets the recommendations made under paragraph (a), and 35
 - (ii) otherwise enable those recommendations to be met in a way which is sustainable over the period to which the recommendations relate, and 40
 - (c) recommend the level of payments under section 152C, in each of the first three financial years commencing after the year in which

the report is submitted, that appears to the Coimisiún to be appropriate for giving effect to any proposals made under paragraph (b).

5

(7) In carrying out a review and in making recommendations and proposals, the Coimisiún shall consider public service content in the Irish language and public service content in the English language.

(8) Following the submission to the Minister of a report under subsection (1)(b)— 10

(a) the Minister shall submit the report to the Government not later than six weeks after the first Estimates date following the date of submission of the report to the Minister, and

(b) the Government shall publish a response to the recommendation made under subsection (6)(c). 15

(9) The Minister shall as soon as may be cause copies of a report submitted under subsection (8)(a) and of the Government's response published under subsection (8)(b) to be laid before each House of the Oireachtas.

Preparation of schemes

20

152F. (1) The Coimisiún may prepare a scheme or a number of schemes for funds to be granted to provide support for—

(a) the production of public service content for provision to the general public by public service content providers,

(b) the provision to the general public of public service content by public service content providers, and 25

(c) the archiving of public service content provided to the general public by public service content providers.

(2) Without prejudice to the generality of subsection (1), the kinds of support for which funds may be granted under a scheme include support for— 30

(a) developing the capacity of public service content providers to provide and distribute high quality, diverse and accessible public service content, including—

(i) the development and improvement of digital infrastructure and services of a public service content provider, 35

(ii) the provision of training or professional development for persons employed by, or providing services to, a public service content provider,

(iii) the promotion and development of training and career pathways 40

- in the media sector, including the provision of apprenticeships and bursaries, and the promotion of innovation and collaboration by public service content providers,
- (b) developing the capacity of community broadcasters,
 - (c) development, and activities supporting the development, of new public service content, 5
 - (d) development of archiving of public service content, including technological and system development to enhance the availability of and access to archived content, and
 - (e) ancillary measures necessary to provide support under a scheme.
- (3) A scheme may in particular— 10
- (a) specify the kind of public service content for which funds may be granted,
 - (b) specify the ways in which grants are to be used,
 - (c) impose requirements regarding the use and reuse of any public service content whose production was funded by a scheme, 15
 - (d) limit support of a specified kind to a specified period, or a specified geographical area, or to public service content providers of a specified description,
 - (e) where the scheme provides support for developing the capacity of public service content providers to provide public service content, 20
impose requirements on such providers regarding the co-funding of measures for developing that capacity, and
 - (f) provide for—
 - (i) applications for a grant of funding,
 - (ii) the terms and conditions on which funds are granted, and 25
 - (iii) the records that a recipient which receives funding must keep and make available to the Coimisiún.
- (4) Where under a scheme funding is made available to support the production of new public service content, not less than 25 per cent of the funding made available for that purpose in any year shall be made 30
available for the support of the production of new public service content in the Irish language.
- (5) In preparing a scheme, the Coimisiún shall have regard to—
- (a) the findings of the most recent review under section 152E,
 - (b) the application of the law of the European Union in relation to state 35
aid,

- (c) the need to ensure the provision of objective, accurate and independent coverage of news and current affairs,

- (d) the need to develop and support public service content that is diverse, accessible, inclusive and representative of the people of the island of Ireland and Irish communities outside the island of Ireland,
 - (e) the need to encourage the development of community broadcasters, 5 including development as regards audiovisual on-demand media services provided by such broadcasters,
 - (f) the need to promote and protect the sustainability of the media and the plurality of the media, while having particular regard to the needs of public service content providers providing a service 10 targeted at audiences in a particular area rather than the whole of the State,
 - (g) the need to provide for the understanding and enjoyment of public service content by people with disabilities,
 - (h) the Coimisiún's activities under Part 6, 15
 - (i) the need to ensure the appropriate provision of public service content of interest to children, and to adults under the age of 25 years, and
 - (j) the needs of under-served audiences.
- (6) A scheme shall include a requirement that public service content 20 funded under the scheme—
- (a) is made available to the general public free of charge,
 - (b) is made available to the general public within a specified period of time,
 - (c) in so far as practicable, is available to the people of the island of 25 Ireland and Irish communities outside the island of Ireland, and
 - (d) can be accessed by the widest possible audience, with particular regard to under-served audiences.
- (7) The Coimisiún shall comply with any direction the Minister may give requiring preparation of a scheme offering specified kinds of 30 support for the provision of public service content.
- (8) In making a direction under subsection (7), the Minister shall have regard to the most recent report submitted to the Minister under section 152E.
- (9) Where a scheme specifies the proportion of funding under the scheme 35 that may relate to the production of audiovisual or sound programmes, it may specify the proportion of that funding that may relate to the production of such programmes the producers of which are independent producers for the purposes of the scheme.
- (10) A scheme that makes provision to which subsection (9) applies shall 40 include provision for determining whether the producer of an audiovisual or sound programme is an independent producer, and for the purpose of making such provision the Coimisiún may have regard to the following matters:
- (a) the ownership structure of the person that produces the programme;

- (b) the amount of programmes supplied by the person who produces the programme to the same media service provider; 5
 - (c) the ownership of the rights to broadcast the programme or make it available in a catalogue of an audiovisual on-demand media service, or otherwise use the programme for a commercial purpose;
 - (d) such other matters as it considers appropriate. 10
- (11) The Coimisiún shall, subject to the rights of any other person in relation to the content, archive all public service content the production of which was funded by a scheme and ensure that it is available to the public.
- (12) In subsection (10) 'media service provider' in relation to a sound programme has the meaning given by Article 2(2) of EMFA. 15

Consultation on schemes

152G. (1) Before submitting a scheme for approval under section 152H, the Coimisiún shall—

- (a) publish a draft of the scheme on a website maintained by it, with details of the process for making submissions about it to the Coimisiún and the period in which submissions may be made, and 20
 - (b) consult on the draft, in whatever other ways it considers appropriate, such members, or bodies representing members, of under-served audiences, and such other persons, as it considers appropriate. 25
- (2) The period referred to in subsection (1)(a) shall be not more than four weeks beginning with the first day on which the draft is published in accordance with that paragraph. 30
- (3) In finalising a scheme for submission under section 152H, the Coimisiún shall have regard to submissions made during the period specified under subsection (1)(a) and the results of consultation under subsection (1)(b).

Procedure for making scheme 35

152H. (1) The Coimisiún shall submit a scheme to the Minister for approval.

- (2) The Minister shall consider a scheme submitted to him or her, and may—
- (a) approve the scheme,
 - (b) refuse to approve the scheme, 40
 - (c) direct the Coimisiún to reconsider the scheme, or direct the Coimisiún to resubmit the scheme with such amendments as the Coimisiún thinks fit.
- (3) As soon as practicable after making a decision under subsection (2), the Minister shall publish the decision and the reasons for it.
- (4) Where a scheme is approved by the Minister under subsection (2)(a), the Coimisiún shall, as soon as is practicable after the approval, make the scheme. 5

- (5) The Coimisiún shall administer a scheme approved by the Minister under subsection (2)(a) in accordance with its terms.
- (6) The Coimisiún may prepare amendments to a scheme approved by the Minister under subsection (2)(a), and subsections (1) to (4) apply to amendments to such a scheme as they apply to a scheme. 10
- (7) The Minister may, in respect of a scheme approved under subsection (2)(a), direct the Coimisiún to—
 - (a) review the scheme, and prepare and submit to the Minister any amendments to the scheme the Coimisiún thinks fit, or 15
 - (b) revoke the scheme.
- (8) As soon as practicable after giving a direction under subsection (7), the Minister shall publish the direction and the reasons for it.
- (9) The Coimisiún shall comply with a direction under paragraph (c) or (d) of subsection (2), or subsection (7). 20
- (10) Any scheme made under this Part shall be laid by the Coimisiún before each House of the Oireachtas as soon as may be after it is made and, if a resolution annulling the scheme is passed by either such House within the next 21 days on which that House sits after the scheme is laid before it, the scheme shall be annulled accordingly, but without prejudice to the validity of anything previously done under it. 25

Power of Minister to direct allocation of funds to scheme

- 152I.** (1) The Minister, when making a payment under section 152C(1) or (3), may direct the Coimisiún to allocate a specified part of the payment to the making of grants under a specified scheme made under section 152H. 30
- (2) The Coimisiún shall comply with any direction under this section.
- (3) In this section ‘specified’ means specified in a direction under this section. 35

Review of scheme

- 152J.** (1) The Coimisiún shall review the operation, effectiveness and impact of a scheme not later than five years after its approval by the Minister, and not later than every five years after that, or at such other time as may be directed by the Minister, and make a written report to the Minister on the review. 40
- (2) In a review or a report under subsection (1) the Coimisiún shall (without prejudice to the generality of that subsection) address such matters as the Minister may direct.
- (3) As soon as may be after a report is made to the Minister under subsection (1), the Minister shall lay a copy of the report before each House of the Oireachtas. 5
- (4) The Minister shall publish any report made to him or her under subsection (1) on

a website and in any other way the Minister considers appropriate.”.

Continuation of schemes made under Part 10 of Principal Act

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55. (1) Where a scheme made under Part 10 of the Principal Act was in force immediately before the repeal of that Part by *section 3* of this Act, the scheme has effect after the commencement of that section, and continues in force, as a scheme approved and made under Part 9B of the Principal Act as inserted by *section 54* of this Act.
- (2) Anything that immediately before the repeal referred to in subsection (1) was in the process of being done under a provision of Part 10 of the Principal Act— 15
- (a) in relation to such a scheme, or
 - (b) in connection with the preparation or approval of a scheme,
- may be continued and completed under such provision of Part 9B of that Act as has like effect to a provision of Part 10 of that Act, applied subject to such modifications 20 as may be necessary.

3.2.2 Definitions

‘press publication’ has the meaning given by Article 2(5) of EMFA;

‘public service media provision’ means the provision of a media service in a state, by a public service media provider of that state, as part of a system of provision of media services directly related to the democratic, social and cultural needs of society in that state (and ‘public service media provider’ has the meaning given by Article 2(3) of EMFA); 5

‘public service content’ has the meaning given by section 2F;

‘public service content provider’ means a media service provider (as defined by Article 2(2) of EMFA) who is capable of making public service content available to the public and— 10

- (a) is subject to regulatory requirements for the exercise of editorial responsibility in one or more Member States and to oversight by a competent national regulatory authority or body, or
- (b) adheres to a co-regulatory or self-regulatory mechanism governing 15 editorial standards that is widely recognised by, and accepted in, the relevant media sector in one or more Member States;

‘public service platform-based content’ means content uploaded by a public service content provider to—

- (a) a video-sharing platform service, or 20
- (b) any other service, within the meaning of Article 1(1)(b) of Directive (EU) 2015/1535 of the European Parliament and of the Council of 9 September 2015⁵, on which user-generated content is made available;

‘relevant provider’ means— 25

- (a) a provider of communications media,

⁵ OJ No. L. 241, 17.9.2015, p. 1

- (b) an intermediary service provider, or
- (c) a hosting service provider;

‘sound programme’ means a set of sounds constituting an individual item, irrespective of its length, within a programme schedule or a catalogue; 30

‘SME’ means a micro, small or medium-sized enterprise within the meaning of Coimisiún Recommendation (2003/361/EC) of 6 May 2003⁶ concerning the definition of micro, small and medium-sized enterprises; 35

‘under-served audience’ has the meaning given by section 2E

Provisions relating to under-served audience and public service content

1. The Principal Act is amended by the insertion of the following sections after section 2D:

“Meaning of ‘under-served audience’

2E. (1) In this Act ‘under-served audience’ means persons who are under-served by the public service content provided by public service content providers, because of the relevance or accessibility of the content in relation to relevant characteristics that are shared by those persons. 5

(2) In subsection (1) ‘relevant characteristics’ means characteristics falling within any of the following categories:

- (a) age;
- (b) disability;
- (c) gender; 10
- (d) sexual orientation;
- (e) geography;
- (f) language;
- (g) nationality;
- (h) national or ethnic origin; 15
- (i) religion;
- (j) socio-economic status;
- (k) any category of characteristics that is specified in an order under section 2G.

(3) In this section— 20

- (a) characteristics falling within the category of gender include—
 - (i) male, female, transgender or other genders,
 - (ii) a person’s preferred gender, and
 - (iii) a gender with which a person identifies;

⁶ OJ No. L124, 20.5.2003, p. 36

- (b) 'sexual orientation' has the meaning given by section 2(1) of the [Equal Status Act 2000](#); 25
- (c) 'national or ethnic origin' includes membership of the Traveller community (within the meaning of section 2(1) of the [Equal Status Act 2000](#));
- (d) 'religion' includes absence of religious conviction or belief. 30

Meaning of 'public service content'

2F. In this Act 'public service content' means any programme, anything published in a press publication, or any public service platform-based content, which informs, educates or entertains and which relates to matters falling within any of the following categories: 35

- (a) the culture, language, history, heritage, society, music and sport of Ireland and of the people of the island of Ireland, including those matters in a European context and an international context;
- (b) the experiences of the people of the island of Ireland and the experiences of Irish communities outside the island of Ireland;
- (c) traditional and contemporary arts;
- (d) agriculture within the meaning of the [Agriculture \(Research, Training and Advice\) Act 1988](#); 5
- (e) rural affairs;
- (f) the natural environment, environmental sustainability, biodiversity and climate change;
- (g) human rights, equality, diversity and inclusion;
- (h) news and current affairs; 10
- (i) European and international institutions;
- (j) the sciences;
- (k) the humanities;
- (l) education;
- (m) adult literacy; 15
- (n) media literacy;
- (o) any category of matters that is specified in an order under section 2G.

Power to specify further categories within section 2E or 2F

- 2G.** (1) If the Coimisiún makes a proposal to the Minister— 20
- (a) that a category of characteristics should be specified for the purposes of paragraph (k) of section 2E(2), or
 - (b) that a category of matters should be specified for the purposes of paragraph (o) of section 2F, the Minister may make an order giving effect to the proposal. 25
- (2) The Coimisiún may make a proposal under subsection (1)(a) if it is of the opinion

that persons who share characteristics falling within the proposed category are under-served by the public service content provided by public service content providers, because of the relevance or accessibility of the content in relation to the shared characteristics. 30

- (3) The Coimisiún may make a proposal under subsection (1)(b) if it is of the opinion that—
- (a) matters falling within the proposed category are of interest to the all or some of the people of the island of Ireland,
 - (b) matters falling within the proposed category are of interest to Irish 35 communities outside the island of Ireland, or
 - (c) the provision of public service content relating to matters falling within the proposed category will contribute to free and democratic discourse.
- (4) A proposal under subsection (1) shall be accompanied by the grounds for the Coimisiún's opinion referred to in subsection (2) or (3). 5

Procedure for proposals and orders under section 2G

2H. (1) The Coimisiún may make a proposal under section 2G(1) only if—

- (a) the Coimisiún has published a draft of the proposal and of the grounds for the Coimisiún's opinion referred to in subsection (2) or (3) of section 2G in a way that it thinks appropriate to bring the 10 draft to the attention of members of the public,
 - (b) the Coimisiún has published with the draft a notice stating how members of the public may submit comments to it, and within what period,
 - (c) where an advisory committee has been established under section 15 19A(1)(b), the Coimisiún has consulted the committee about the draft,
 - (d) the Coimisiún has carried out any other consultation that it considers appropriate on the draft, and
 - (e) the Coimisiún has considered any comments submitted to it in 20 accordance with a notice under paragraph (b) or in consultation under this subsection.
- (2) On receiving a proposal the Minister shall, within a reasonable time—
- (a) consult the Joint Oireachtas Committee,
 - (b) consider the proposal in the light of that consultation and any other 25 consultation the Minister considers appropriate, and
 - (c) respond to the Coimisiún.
- (3) The Minister's response shall be either—
- (a) to accept the proposal, or
 - (b) to request the Coimisiún to reconsider the proposal. 30
- (4) In deciding whether to accept a proposal, the Minister shall have regard in particular to section 2G(2) or (3) and the grounds given for the Coimisiún's opinion.
- (5) Where an order is proposed to be made under section 2G(1), a draft of the order shall

be laid by the Minister before each House of the Oireachtas and the order shall not be made unless a resolution approving the draft has been passed by each such House.”.

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COIMISIÚN NA MEÁN
TERMS AND CONDITIONS OF SUPPLY OF SERVICES

These Terms and Conditions shall apply to the Contract between The Commission and the Supplier and, save for the provisions of Schedule E (if the Particulars of Contract indicate that Schedule E applies), shall not be deemed to be amended or excluded in whole or part save by written agreement duly executed by the Supplier and The Commission and making express provision for such amendment or exclusion. Any rights or remedies of The Commission otherwise or elsewhere provided for in the Tender Documents shall be deemed to be in addition to and not to limit the rights and entitlements of The Commission pursuant to these Terms and Conditions. Any terms or conditions of the Supplier (including any terms and conditions contained in Schedule D) whether contained in quotations, invoices or otherwise (including those implied by law, trade custom, practice, or course of dealing), conflicting with or purporting to amend or exclude these Terms and Conditions shall be deemed not to apply. By entering this Contract, the Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any the documents of the Supplier that is inconsistent with these terms.

Definitions

Capitalised terms not defined in these Terms and Conditions shall have the meaning given to them in the Particulars of Contract.

“The Commission Background IPR” means all Intellectual Property Rights owned by or licensed to The Commission before the date of this Contract or created by The Commission independently of this

Contract, including Intellectual Property Rights in all documents, specifications, products, information, items and materials in any form (whether owned by The Commission or a third party).

“2016 Regulations” means the European Union (Award of Public Authority Contracts) Regulations 2016.

“Business Day” shall mean any day other than Saturday, Sunday or any other day which is a public holiday in Ireland between the hours of 9.00 and 17.30.

“Change Control Notice” has the meaning given to it in clause 6.1.3.

“Compliant Systems” means that the performance and functionality of the systems, machinery, hardware, software, and products will be consistent and uninterrupted regardless of the date and time on which they are being used or operated and regardless of any currency which they use or to which they refer where use of or reference to that currency is required by law or by the terms of this Contract.

“Confidential Information” means all information relating to the affairs of business of both parties.

“Customer Information” means all information, data, records, material, programs, databases, e-mails, accounts information and all other information of The Commission which is to be located and/or stored on the Servers as may be part of the provision of Services.

“Data Protection Legislation” means all applicable laws and regulations relating to the processing of personal data and

privacy including the Data Protection Act 2018 the General Data Protection Regulation 2016/679 (the “**GDPR**”), the European Communities (Electronic Communications, Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (S.I. 336/2011), and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated. The terms “data controller”, “data processor”, “process”, “personal data” and “personal data breach” shall have the meanings given to those terms in the GDPR.

“**Disclosing Party**” has the meaning given to it in clause 10.3.

“**Force Majeure**” means an event or circumstance or combination of events and/or circumstances not within the reasonable control of either or both The Commission and/or the Supplier (the “**Affected Party**”) which has the effect of delaying or preventing the Affected Party from complying with its obligations under this Contract including but not limited to acts of God, war, out-break of disease (but shall not include COVID-19), insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts, and similar) occurring at the Affected Party’s places of business.

“**GDPR**” has the meaning given to it in Data Protection Legislation.

“**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right

to sue for passing off

or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Impact Assessment” has the meaning given to it in clause 6.1.3.

“Laws” has the meaning given to it in clause 5.9.

“Probationary Period” means the first six (6) month period of the Term (if the Term exceeds six (6) months).

“Project Specific IPR” means all Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract (including without limitation in respect of any materials, documents or other deliverable) and updates and amendments to same, together with all Intellectual Property Rights otherwise arising as a result of the performance of the Supplier’s obligations under this Contract, but does not include the Supplier Background IPR.

“Receiving Party” has the meaning given to it in clause 10.3

“Servers” means the server(s) on which the Customer Information will

be located and/or stored in the course of providing the Services which for the avoidance of doubt may be virtual servers in a multi tenancy environment.

"Supplier Personnel" shall mean any personnel, officers, contractors and agents employed or engaged by Supplier in relation to the supply of any part of the Services hereunder.

"Supplier Background IPR" means all Intellectual Property Rights owned by or licensed to the Supplier before the date of the Contract, including those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's know-how or generic business methodologies, together with Intellectual Property Rights created by the Supplier independently of this Contract.

"Tender Documents" shall include the following:

- (a) any request for proposal or invitation to tender for the provision

of goods and/or services made by The Commission to the Supplier;

- (b) any tender or other response to such request for proposal or invitation to tender, as clarified or amplified in writing between The Commission and the Supplier prior to written acceptance by The Commission thereof;
- (c) additional tender documents including specifications, price schedules, form of tender and European Single Procurement Document (together with any declarations provided as part of its tender); and,
- (d) the Supplier's submission contained at Schedule D.

1. General Terms

- 1.1 This Contract takes legal effect on and from the Effective Date and continues in full force and effect for the Term unless earlier terminated in accordance with this Contract.
- 1.2 If the Particulars of Contract indicate The Commission may extend the Term of the Contract, The Commission (on ten (10) Business Days' notice to the Supplier) may unilaterally extend the contract on the basis specified in the Particulars of Contract (or other such terms agreed between the parties) and references to the Term shall include any such extensions.
- 1.3 The Supplier undertakes to perform the Services from the Effective Date until expiry of the Term to the highest professional standards at all times and in compliance with the terms of this Contract.
- 1.4 The Supplier shall accept sole responsibility for acquiring any permits or licences necessary for its performance of the Contract.
- 1.5 The Commission shall not be responsible under any circumstances for any loss or damage suffered by the Supplier or its servants or agents in the performance of the Contract, nor entertain any claim relating to such damage.

2. Probationary Period

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

Probationary Period.

3. Payment Terms

- 3.1 Prior to the performance of any Services under this Contract it shall be the responsibility of the Supplier to procure the issue from The Commission of a valid written purchase order for the relevant Services and the Services may be supplied only following issue of such written purchase order by The Commission to the Supplier.
- 3.2 The Supplier shall invoice The Commission in accordance with the provisions of Schedule B.
- 3.3 In accordance with the Late Payments in Commercial Transactions Regulations 2012, payment will be made within 30 (thirty) days of receipt of a valid, complete and accurate invoice provided in accordance with clause 3.2, delivered by the Supplier to The Commission's Finance Department, quoting a valid purchase order number. Each invoice shall include such supporting information reasonably required by The Commission to verify the accuracy of the invoice, including the information specified in Schedule B.
- 3.4 Payment will not be made to a Supplier who has failed to demonstrate its tax clearance status.
- 3.5 The Commission shall withhold tax as required by the Taxes Consolidation Act 1997 (as amended) and the Revenue Commissioners in respect of payments made by public bodies for professional services.
- 3.6 The charges for the Services are as set out in Schedule B and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by The Commission, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. Any and all taxes applicable to the provision of the Services under and in accordance with this Contract will be the sole responsibility of the Supplier and the Supplier so acknowledges and confirms.
- 3.7 Wherever under this Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to The Commission in respect of any breach of this Contract), The Commission may deduct, with prior notice to the Supplier, that sum from any sum then due, or which at any later time may become due to the Supplier by The Commission under this Contract.

4. Warranties

- 4.1 The Supplier warrants, represents and undertakes that, subject to the remaining provisions of this clause 4:
 - 4.1.1 it has the authority and right under law to enter into, and to carry

out its obligations and responsibilities under this Contract and to provide the Services hereunder;

- 4.1.2 it has taken all and any action necessary to ensure that it has the power to execute and enter the Contract;
- 4.1.3 it owns, has obtained or is able to obtain, all relevant titles and licences that are necessary to allow it carry out its obligations and responsibilities under this Contract;
- 4.1.4 it has not and will not in the supply of the Services under this Contract at any time infringe the intellectual or other property rights of any third party;
- 4.1.5 it is entering into this Contract with a full understanding of its material terms and risks and is capable of assuming those risks;
- 4.1.6 The Commission has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Contract;
- 4.1.7 it has made and shall make its own enquiries as to the accuracy of the information referred to in clause 4.1.6;
- 4.1.8 the status of the Supplier, as declared in its European Single Procurement Document response included within the Tender Documents, has not changed and none of the circumstances listed in Regulation 57 of the 2016 Regulations apply to the Supplier;
- 4.1.9 it will provide the Services in accordance with the Terms and Conditions of this Contract;
- 4.1.10 it will provide the Services with all reasonable due diligence, skill and care, and that all persons engaged by the Supplier in connection with the provision of the Services shall be competent, appropriately qualified and experienced having regard to the Services being provided and in accordance with the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs specified in this Contract (if any), the Term, the pricing structure and any other relevant factors;
- 4.1.11 following a written request to that effect by The Commission, the Supplier will procure the immediate removal of any member of the Supplier's personnel and the replacement by another suitably qualified member of the Supplier's personnel. The Commission agrees to act reasonably and in good faith in relation to any such

request;

- 4.1.12 it has acquainted itself with and shall comply with all relevant legal and/or regulatory statutes, bylaws, regulations and requirements of any government, local or other competent authority and best industry practice including but not limited to those relating to tax, health, safety and the environment, employment, and those made known by The Commission to the Supplier in this Contract, the Tender Documents (if applicable) or otherwise in connection with the Services;
 - 4.1.13 any materials, software, facilities and equipment used for or incorporated into the Services shall be fit for their intended purpose, of best quality and free from defects in workmanship, installation and design;
 - 4.1.14 it retains and maintains the insurances required by this Contract;
 - 4.1.15 it will maintain the confidentiality and integrity of any Customer Information or Confidential Information acquired or accessed by the Supplier and/or Supplier Personnel in the course of providing the Services; and
 - 4.1.16 the Services shall not infringe any patent, trademark, registered design, copyright or other right of any third party.
- 4.2 The warranties and remedies provided for in this clause 4 shall be in addition to those implied by or available at law or in equity and shall continue in force notwithstanding acceptance by The Commission of all or part of the Services in respect of such warranties and remedies.
- 4.3 The Supplier undertakes to notify The Commission forthwith of any material change to the status of the Supplier with regard to the warranties, representations and undertakings as set out in this clause 4 and to comply with all reasonable directions of The Commission with regard thereto which may include termination of this Contract.

5. Supply of Services

- 5.1 The Services shall be supplied to the satisfaction of The Commission in strict conformity with this Contract (in particular the standard specified in clause 4.1.10) and the Specification of Services set out in Schedule A, except as may otherwise be agreed in writing by The Commission. The Supplier will provide such reports, if any, as are detailed in Schedule A promptly.
- 5.2 The Supplier shall at all times allocate sufficient resources to provide the Services in accordance with the terms of the Contract and shall ensure that any personnel

engaged in the provision of any of the Services shall, if required by The Commission, attend such meetings with The Commission as and when reasonably required.

- 5.3 The Supplier shall during the Term perform the Services and shall take all appropriate steps having regard to its obligations under the Contract to ensure that all matters are dealt with to ensure performance of the Services as provided for in the Contract and to achieve the timely, efficient and economic performance of its obligations under the Contract in a manner and to the standards and within the time stipulated in the Contract.
- 5.4 If The Commission is not satisfied with the standard of any part of the Services provided, The Commission, at its absolute discretion, may either:
- 5.4.1 require the Supplier, within a specified period and at no charge, to re-perform and/or re-execute the relevant Services to its satisfaction; or
 - 5.4.2 perform and/or execute all or part of the relevant Services by using its own personnel or by engaging a third party to do so and all costs and expenses incurred by The Commission in such regard will be deducted from any sums due or to become due to the Supplier under this Contract or will be recoverable from the Supplier by The Commission as a debt free from counterclaim, set-off or similar.
- 5.5 Without prejudice to any other rights of The Commission under the Contract, The Commission may terminate this Contract with immediate effect if the Supplier does not comply with any requirement under clause 5.4 within the time specified or if The Commission is not satisfied with the standard of any such remedial Services undertaken by the Supplier.
- 5.6 The Supplier will prioritise its obligation under this Contract in relation to the other business activities of the Supplier to ensure that it can comply with its covenants and obligations in the manner contemplated by this Contract.
- 5.7 The Supplier acknowledges that it does not have any exclusive right to provide the Services, or Services similar or identical to the Services, to The Commission, and that there is no guarantee of any value, volume or frequency of Services unless otherwise specified.
- 5.8 The Supplier acknowledges and agrees that The Commission is deemed to have fully relied on the Supplier's skill, expertise and experience in providing the Services. The Supplier further acknowledges and agrees that The Commission may require the Supplier to interact with other suppliers of The Commission and the Supplier shall provide such reasonable co-operation and information regarding the Services as The Commission may reasonably require without further payment.

- 5.9 The Supplier shall comply with all relevant standards and codes (including inter alia voluntary codes) and all applicable laws, ordinances, statutes,

orders, rules and regulations of any governmental or other applicable authority having jurisdiction (hereafter "Laws") in its performance of the Services and production and provision of the Services hereunder and shall ensure that the Services are in compliance with such Laws and without prejudice to the generality of the foregoing shall ensure that the production, creation and transmission of all materials supplied or generated pursuant to the Contract shall be designed and implemented in strict compliance with those Laws and shall obtain and pay for, at its own cost all licences and permits necessary for the performance of Services under the Contract.

- 5.10 Nothing in this Contract shall prohibit or be deemed to prohibit the Supplier from providing services similar to the Services to any other third party, providing that the provision of Services to any such third party shall not interfere or adversely affect the provision of the Services to The Commission.

6. Change Control Procedure

- 6.1 Both parties agree that any request for change to the scope of the Services will be processed in writing according to the following Change Control Procedure:
- 6.1.1 at any time during the Term of this Contract, either party may propose a change or changes to any part or parts of this Contract;
 - 6.1.2 the Change Control Procedure set out in this clause 6 will apply to all changes irrespective of whether the Supplier or The Commission proposes the change save that clause 6.1.6 shall not apply where The Commission requests a change to the Services;
 - 6.1.3 a change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services and the supply of Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment");
 - 6.1.4 the parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and a tender submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the parties;
 - 6.1.5 on approval of an Impact Assessment or where the change is proposed by The Commission, this Contract and/or the

schedules should be updated and revised as appropriate and in writing;

6.1.6 in the event that either party rejects the Impact Assessment, the change(s) shall not take place and the parties shall continue to perform their obligations under this Contract; and

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

7. Intellectual, Industrial and Commercial Property Rights

7.1 In relation to The Commission Background IPR:

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

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

7.2 In relation to the Supplier Background IPR:

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

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

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

- 7.3 If The Commission has chosen the “Licence” option in the Particulars of Contract, the following provisions shall apply in relation to the Project Specific IPR:
- 7.3.1 the Supplier shall retain ownership of the Project Specific IPR;
 - 7.3.2 the Supplier grants to the Commission, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Project Specific IPR for the purpose of receiving and using the Services and the deliverables and to otherwise enjoy the benefits of the Contract; and
 - 7.3.3 The Commission may sub-license the rights granted in clause 7.3.2 to any replacement supplier for the purpose of the Commission's receipt of services similar to the Services and to any other public body that takes over some or all of the functions performed by The Commission for the purpose of carrying out those functions.
- 7.4 If The Commission has chosen the “Ownership” option in the Particulars of Contract, the following provisions shall apply in relation to the Project Specific IPR:
- 7.4.1 the Supplier assigns the Project Specific IPR to the Commission, with full title guarantee and free from all third party rights;
 - 7.4.2 the Supplier shall obtain waivers of all moral rights in the Project Specific IPR to which any individual is now or may be at any future time entitled under the Copyright and Related Rights Act, 2000 or any similar provisions of law in any jurisdiction; and
- the Supplier shall, promptly at the Commission's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as The Commission may from time to time require for the purpose of securing for the Commission all right, title and interest in and to the Project Specific IPR assigned to the Commission in accordance with clause 7.4.1.
- 7.5 The provisions of this clause will continue to apply notwithstanding the termination of this Contract for any reason and notwithstanding the completion of the Services.
- 7.6 Save as expressly set out in this clause 7, all pre-existing Intellectual Property Rights shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- 7.7 The Supplier shall indemnify The Commission in full against all liabilities, costs, expenses, damages and losses (calculated on a full indemnity basis)

suffered or incurred by the Commission arising out of, or in connection with, the receipt, use or supply of the Services, including the use of the Project Specific IPR and the Supplier Background IPR.

7.8 If as a result of any such action or infringement detailed in clause 7.7 The Commission is unable to lawfully use or benefit from the Services, or if such action or claim is likely to be made or is initiated, the Supplier will either procure for The Commission the right to continue to use and benefit from the Services in accordance with the Contract, or replace or modify the Services, with services of comparable quality, serviceability and capability at no cost to The Commission, so that it becomes non-infringing.

7.9 The Supplier shall at the request and reasonable expense of The Commission provide such assistance as The Commission may require in obtaining, maintaining, defending and/or enforcing The Commission's rights in respect of the Services, including without limitation the execution of all necessary documents.

8. Compliant Systems/Machinery/Products

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

9. Liability, indemnity and insurance

9.1 The Supplier shall be liable to The Commission for any losses, actions, proceedings, costs, expenses, damages, claims and liabilities incurred by The Commission arising out of:

9.1.1 any injury, including fatal injury and disease, to Supplier or The Commission personnel or third parties, or loss or damage to the property of third parties which is caused or contributed to by the negligence, error, omission, breach of statutory duty, breach of contract or other default of the Supplier, its employees, servants or agents; and

9.1.2 any assertion against The Commission that any member or former member of Supplier Personnel is or was an employee or worker of The Commission including without limitation, any liability for income tax or Pay Related Social Insurance contributions of Supplier Personnel, or any interest or penalties thereon or any claim for breach of contract, unfair dismissal, a statutory or other redundancy payment, unlawful deductions from wages, equal pay, sex, race or disability discrimination, a protective award or any other claim.

9.2 The Supplier hereby agrees to fully and effectively indemnify, hold harmless and

keep so indemnified on demand The Commission from and against any

liabilities whatever suffered or incurred by The Commission arising out of and/or in connection with the negligence, default, act, or omission of the Supplier and/or its personnel, sub-contractors or agents. This indemnity survives the termination or expiration of this Contract for whatever reason.

9.3 The Supplier will, at its sole cost and expense, effect and maintain for the benefit of The Commission for the Term, and such further period as may be required or ought prudently to be effected and maintained after the expiration or termination of this Contract, insurance cover with reputable insurers to cover its liabilities that may arise under or in connection with this Contract including:

9.3.1 public liability insurance (if required by The Commission in the Particulars of Contract) that at a minimum achieves the levels and type required in the Particulars of Contract;

9.3.2 employer's liability insurance (if required by The Commission in the Particulars of Contract) that at a minimum achieves the levels and type required in the Particulars of Contract; and

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

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

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

10. Confidentiality

10.1 This Contract (including any negotiations relating thereto, the subject matter, terms, or performance of this Contract) and the Confidential Information of both parties shall be treated as proprietary and confidential. Both parties undertake to treat as confidential, and to cause their employees, agents and sub-contractors to treat as confidential, any and all Confidential Information of the other party which may come into its own possession or into the possession of any of their employees, agents or sub-contractors as a result of or in connection with the provision of the Services. The parties shall use the Confidential Information solely for the purposes of fulfilling their obligations under this Contract and shall not, subject to clause 10.3, at any time during or after expiry or termination of this

Contract, disclose the said

Confidential Information whether directly or indirectly to any third party without the prior written consent of the other party nor copy the said Confidential Information unless specifically permitted to do so by the other party. The parties undertake to make all relevant employees, agents and sub-contractors aware of this term and to take all steps necessary to ensure compliance with the obligations under this clause.

- 10.2 In protecting such Confidential Information, each party shall employ the highest standard of care, which shall in no event be less than the standard of care it employs in protecting its own confidential information.
- 10.3 Except with the prior written consent of the party from which it is received (the "Disclosing Party"), no party will disclose the other party's Confidential Information or any part thereof to any third party other than its own employees, agents or sub-contractors and then only to the extent that such disclosure is necessary for the performance of its obligations under this Contract, in which case, the party that has received the Confidential Information (the "Receiving Party") will take all reasonable steps to ensure that such information is treated as confidential by the person to whom it is disclosed, including requiring such person to enter into an appropriate confidentiality agreement with the Receiving Party. This paragraph and clauses herein will not apply to:
- 10.3.1 information required by the law of any jurisdiction to which the disclosure is subject, provided that the Receiving Party has taken all practicable legal steps to prevent such disclosure and has where practicable consulted with the other party on the manner and timing of the disclosure;
 - 10.3.2 information disclosed to the professional advisers or auditors of the party under obligations of confidence no less stringent than those assumed by the Receiving Party hereunder (which the Receiving Party undertakes to enforce);
 - 10.3.3 information lawfully in the possession of the recipient before the disclosure under this Contract took place;
 - 10.3.4 information that has come into the public domain through no fault of that party or breach of confidentiality;
 - 10.3.5 information that the other party has given prior written approval to such disclosure;
 - 10.3.6 information lawfully obtained from a third party who is free to disclose it; or
 - 10.3.7 information which is received or obtained by the Receiving Party

without restriction on disclosure from a source free to disclose it

other than the Disclosing Party or an agent of the Disclosing Party.

10.4 The restrictions contained in this clause 10 shall continue to apply after the termination of this Contract.

11. On-site Services

To the extent that all or any part of the Services are to be provided at or on or involve any entry to The Commission owned or controlled property then the Supplier shall comply with the following:

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

12. Data Protection

- 12.1 Any capitalised terms used in this clause or related defined terms that are not defined in this Contract will have the meaning given to them in the Data Protection Legislation.
- 12.2 Each party shall comply with the data protection principles specified in Data Protection Legislation that are applicable to it in connection with the Services or the obligations of each party under this Contract.

- 12.3 If The Commission has indicated within the Particulars of Contract that a Data Processing Agreement is required, the Parties shall comply with the provisions of the Data Processing Agreement Addendum in Schedule E.

Indemnity

- 12.4 Notwithstanding any other provision of this Contract the Supplier will indemnify and keep indemnified The Commission against all losses, fines, damages, liabilities, legal fees, court costs and expenses, claims whatsoever and howsoever arising incurred or suffered by The Commission in connection with any breach of this clause 12 (Data Protection and Security) and/or breach of Data Protection Legislation by the Supplier and/or its sub-processors.

13. Freedom of Information

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

14. Publicity

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

15. Audit

- 15.1 The Commission or its authorised representatives shall have the right to audit all costs, rates and expenses relating to the Contract and the provision of the Services.

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

16. Termination at will

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

17. Termination for cause or on insolvency

- 17.1 The Commission may immediately terminate this Contract without liability for compensation or damages (in addition to any other rights it may have under this Contract and any other rights it has at law) on the happening of any of the following:
- 17.1.1 a material breach or persistent breach of the Contract by the Supplier which is not remedied within fifteen (15) days (if capable of remedy);
 - 17.1.2 if the Supplier becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 - 17.1.3 in circumstances where The Commission becomes aware of any conflict of interest on the part of the Supplier which cannot, in the opinion of The Commission, be removed by other means;
 - 17.1.4 in circumstances where The Commission becomes aware of any registrable interest on the part of the Supplier;
 - 17.1.5 any of the exclusion grounds set out in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 apply to the Supplier;
 - 17.1.6 the Supplier (or its subcontractor(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

17.1.7 the Supplier brings (or is likely to bring) The Commission into disrepute;

- 17.1.8 any of the circumstances of Regulation 73 of the European Union (Award of Public Authority Contracts) Regulations 2016 apply in the opinion of The Commission; or
- 17.1.9 the Supplier is unable to provide the Services for any reason for a period in excess of five (5) Business Days.

18. Consequences of termination

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

19. Dispute Resolution

- 19.1 Without prejudice to any party's right to terminate, the parties shall try to settle quickly and amicably any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination.
- 19.2 The dispute shall, in the first instance, be discussed by the parties in an attempt to reach an amicable solution. If such attempt fails within 48 hours from the first written notice by one party to the other party that a dispute exists, the matter may be submitted by either party in writing to the highest ranking directors or senior personnel of the Supplier and The Commission who have responsibility for the provision or use of the Services to which the dispute relates. Such directors or senior personnel shall consult with the goal of attaining a solution satisfactory to both parties within 48 hours of submission.

19.3 If no satisfactory solution is attained pursuant to the process outlined at clause 20.2 the parties will have the option to terminate the Contract.

19.4 The operation of this clause shall not prevent The Commission from taking any formal action or proceedings at any time.

20. Force Majeure

20.1 Neither party shall be liable for any breach of its obligations under this Contract resulting from the circumstances of Force Majeure.

20.2 Each party shall use its reasonable endeavours to give notice to the other upon becoming aware of an event of Force Majeure which materially affects its ability to perform its obligations, such notice to contain details of the circumstances giving rise to the event of Force Majeure.

20.3 The party unable to perform its obligations by reason of the event of Force Majeure shall be excused performance in accordance with this clause 21.

20.4 In the event that the Force Majeure continues for a period of more than thirty (30) calendar days The Commission may terminate the Contract at fourteen (14) days' notice to the Supplier.

20.5 In the event the Supplier is unable to perform its obligations by reason of the event of Force Majeure The Commission shall be relieved from any obligation to make payments under this Contract.

21. Assignment and Sub-contracting

21.1 This Contract shall not be assigned or transferred or sub-contracted in whole or in part by the Supplier without the prior written consent of The Commission.

21.2 All sub-contract documents and sub-supplier selection shall be subject to written approval by The Commission prior to award of each sub-contract. No such approval shall create any contractual relationship between The Commission and any sub-supplier.

21.3 The Supplier shall be fully responsible for those elements performed by its sub-suppliers and for the acts and omissions of all its sub-suppliers to the same extent as it is for the acts and omissions of persons directly employed by it.

21.4 The Supplier shall maintain all sub-contract records and documentation, including without limitation, correspondence between the Supplier and its sub-suppliers and shall preserve such documents for three (3) years after termination of the Contract or such other period as The Commission may request. The Supplier shall make such records and documentation available

to The Commission as part of The Commission's rights of audit under the Contract.

22. Waiver

- 22.1 No delay or omission by either party in exercising any right, power or remedy provided by law or under this Contract shall:
- 22.1.1 affect that right, power or remedy; or
- 22.1.2 operate as a waiver of it.
- 22.2 The single or partial exercise of any right, power or remedy provided by law or under this Contract shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 22.3 No waiver of any right, power or remedy provided by law or under this Contract shall take effect unless it is in writing and signed by authorised representatives of the party giving the waiver.

23. Supplier Personnel

- 23.1 The Commission and the Supplier acknowledge that the arrangements described in this Contract are such that no contractual relationship will exist either expressly or impliedly between any Supplier Personnel and The Commission.
- 23.2 The Supplier shall ensure that all Supplier Personnel shall adhere to any and all health and safety rules and regulations and other requirements of The Commission notified to it from time to time.
- 23.3 The Supplier shall ensure that all Supplier Personnel shall adhere to any and all monitoring procedures and any other monitoring requirements of The Commission notified to it from time to time.
- 23.4 The Supplier shall ensure that all Supplier Personnel shall irrevocably and with full title guarantee assign any and all right, title and interest in the products of their services and all related rights and properties hereunder to the Supplier to hold absolutely throughout the world in perpetuity.
- 23.5 The Supplier shall indemnify, keep indemnified and hold harmless, The Commission and its officers, employees, contractors and agents from and against all proceedings, actions, costs (including legal costs), charges, claims, expenses, damages, liability, losses and demands in respect of, caused by, or arising from any default or breach of Supplier Personnel of the obligations set out in clauses 24.2 to 24.4 above.

23.6 In the event that The Commission has reasonable grounds for dissatisfaction with the manner in which the Services are being carried out, they may

require the Supplier to replace the Supplier Personnel involved PROVIDED that The Commission shall be entitled:

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

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

to terminate this Contract.

23.7 The Supplier agrees that the Supplier Personnel will accept all local security arrangements deemed reasonably necessary by The Commission provided such security arrangements are advised to the Supplier in writing in advance.

23.8 The Supplier agrees that the Supplier Personnel will comply with project control/reporting arrangements deemed necessary by The Commission provided that such project control/reporting arrangements are advised to the Supplier in writing in advance.

23.9 The Supplier is acting solely as an independent contractor and is not an agent of The Commission, nothing in this Contract shall render the Supplier an employee, worker, agent or partner of The Commission and the Supplier shall not hold itself out as such.

23.10 This Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify The Commission for and in respect of:

23.10.1 any income tax, national insurance and/or social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify The Commission against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by The Commission in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

23.10.2 any liability for any employment-related claim or any claim based on employment status (including reasonable costs and expenses) brought by the Supplier or any agent, employee or sub-supplier of the Supplier against The Commission arising out of or in connection with the Services.

23.11 The Commission may at its option satisfy such indemnity (in whole or in part) by

way of deduction from any payments due to the Supplier.

24. Transfer

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

25. No Partnership

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

26. Notices

- 26.1 Any notice under this Contract shall be delivered personally or by courier, or by registered post or recorded delivery or by email (save for any notice required under clauses 2.1, 17 or 18) in accordance with the provisions of this clause 27.
- 26.2 Notices given to the Supplier shall be delivered to the Supplier Contract identified in The Commission in the Particulars of Contract. Notices given to the Supplier shall be delivered to the Supplier Contract identified in The Commission in the Particulars of Contract.
- 26.3 All notices shall be deemed to have been served as follows:
 - 26.3.1 if personally delivered or by courier, at the time of delivery (provided that the time of delivery took place on a Business Day, otherwise they shall be deemed to have been delivered at 9am on the following Business Day);
 - 26.3.2 if posted by registered post or recorded delivery, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); or
 - 26.3.3 if communicated by email, on the next Business Day following transmission.
- 26.4 A party may change its notice details on giving notice to the other party of change in accordance with this clause 27. The notice shall only be effective on the date falling three (3) clear Business Days after the notification has been received or such later date as may be specified in the notice. Notices delivered personally, by

courier, registered post or recorded delivery shall be delivered to the registered offices of The Commission and Supplier as

noted in the Particulars of Contract unless otherwise notified under this clause 27.4.

27. Severability & Counterparts

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

28. Jurisdiction

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