

Framework Agreement

Single Party Framework Agreement for the Provision of an Airlifting Service of Materials at Connemara National Park, Wild Nephin National Park, and Burren National Park

THIS FRAMEWORK AGREEMENT IS MADE ON THE XXth Day of XXX 2026:

("the Framework Agreement")

BETWEEN:

The National Parks and Wildlife Service of the Department of Housing, Local Government and Heritage, of 90 North King Street, Smithfield, Dublin 7 ("the Contracting Authority"); and

Click here to enter text. whose principal place of business is at XXX ("the Framework Member")

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

WHEREAS:

1. By Request for Tenders advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number XXX of Click here to enter text., dated XX/XX/2026 and entitled "REQUEST FOR TENDERS FOR THE PROVISION OF AN AIRLIFTING SERVICE OF MATERIALS AT CONNEMARA NATIONAL PARK, WILD NEPHIN NATIONAL PARK, AND BURREN NATIONAL PARK UNDER A SINGLE PARTY FRAMEWORK AGREEMENT" ("the RFT") the Contracting Authority invited economic operators ("Tenderers") to participate in a framework agreement for the provision of services and services described in Appendix 1 of the RFT (the "Services"). References to the RFT shall include any clarifications in relation to the RFT issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between XXX and XXXXX (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Framework Agreement.
2. The Framework Member submitted a response to the RFT dated XXXXX ("the Submission"). References to the Submission shall include any clarifications issued in writing by the Framework Member to the Contracting Authority between XXX and XXXX (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Framework Agreement.
3. The Framework Member was appointed to the Framework as a result of the evaluation of its Submission in accordance with the RFT.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

“Commencement Date” means XXX.

“Competitive Procedure” means the process leading to the establishment of this Framework Agreement and/or award of a Contract on foot of this Framework Agreement.

“Contract” means a contract which is awarded in accordance with this Framework Agreement.

“Services Contract” means the template contract attached at Appendix 5 to the RFT.

“Framework Agreement” means these terms and conditions, including any annexes hereto.

“Framework Client” means any party identified in Part 1, paragraph 1.1 of the RFT who may award Contracts pursuant to this Framework Agreement.

“Framework Member” means the service provider formally appointed to the Framework Agreement on foot of a Competitive Procedure.

“Framework Term” means the period set out in Clause 3.1 of this Framework Agreement.

“Month” means a calendar month.

“Other Conditions” means for example Contract Terms and Conditions, Special Terms and Conditions and/or Service Level Agreement as may be appropriate.

“Party” means the Contracting Authority and/or the Framework Members.

“Request for Tender” (RFT) means the document issued by the Contracting Authority on XXXX, with the aim of establishing the Framework Agreement.

“Subcontractor” has the meaning set out in Part 1, paragraph 2.5 of the RFT.

“Supplementary Request for Tender” means an invitation from the Contracting Authority for the Framework Member to respond to a specific requirement which was not specifically covered under the original Request for Tender, but does fall within the Scope of the Framework Agreement.

“Supplementary Tender” means the submission of the Framework Member in response to a Supplementary Request for Tender.

“Tender” means the submission by the Framework Members in response to the Request for Tender, together with any clarifications, additions or amendments accepted by the Contracting Authority.

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

1.1 To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Contract shall prevail.

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

- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

2. APPOINTMENT OF FRAMEWORK MEMBER

- 2.1 The Framework Member accepts its appointment as the single framework supplier to provide the Services, if instructed to do so from time to time by the Contracting Authority, under the terms and conditions of this Framework Agreement.
- 2.2 This Framework Agreement does not entitle the Framework Member to be consulted in respect of, or awarded any Contract during the Framework Term. The Framework Client(s) may at its or their sole discretion choose not to enter into any Contract pursuant to this Framework Agreement.
- 2.3 The Contracting Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be procured in connection with this Framework Agreement and the Parties acknowledge that the Framework Client(s) are not bound to enter into any Contract or other arrangement with the Framework Member as a result of entering into this Framework Agreement. Without prejudice to the foregoing the Framework Member hereby acknowledges that the Contracting Authority intends (but shall be under no obligation) to promote the Framework Agreement and to encourage use of the Framework Agreement by the Framework Client(s) and the Framework Member may be required to provide reasonable assistance in this respect.
- 2.4 This Framework Agreement does not confer exclusivity on any Framework Member. The Framework Client(s) may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Framework Agreement. In this event, the Framework Client(s) shall observe all obligations at law and shall not afford any advantage to the Framework Member.

3. TERM OF FRAMEWORK AGREEMENT

- 3.1 This Framework Agreement shall take effect on the Commencement Date and expire in **24 (twenty four) months** thereafter ("the Framework Term") unless terminated earlier in accordance with this Framework Agreement.
- 3.2 The Contracting Authority reserves the right to extend the Framework Term for a period of up to **12 (twelve) months with a maximum of 2 (two) such extensions** on the same terms and conditions, at the Contracting Authority's discretion and subject to its obligations at law, and subject to agreement of both parties.

4. SCOPE OF FRAMEWORK AGREEMENT

- 4.1 This Framework Agreement relates to the provision of an airlifting service of materials at Connemara National Park, Wild Nephin National Park, and Burren National Park, as outlined in Appendix 1 of the RFT.
- 4.2 The maximum value of the Framework over the life of the framework, including any possible extensions, is **€1,500,000.00**. The estimated value is **€250,000.00 per annum (ex VAT)**.

It should be emphasized that this value is not a guarantee of any spend over the life of the Framework Agreement.

5. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS

- 5.1 The Framework Member hereby agrees and undertakes to comply with the Framework Agreement management provisions as may be notified in writing by the Contracting Authority to the Framework Member from time to time.

6. SERVICES CONTRACT

- 6.1 This Framework Agreement relates to the provision of Services.
- 6.2 Contracts awarded under the Framework may be by direct appointment to the Framework Member by means of issuing a Letter of Invitation/Call-Off Order. The Contracting Authority will provide details of the requirements for each airlift beforehand.
- 6.3 Where the Framework Member is awarded a Contract further to the procedure set out in the RFT, it shall provide the Services to the Framework Client(s) in accordance with the Services Contract. Subject to the provisions of this Framework Agreement and to the satisfaction of any pre-conditions to the award of a Services Contract, the successful Framework Member shall be required to enter into the Services Contract with the Framework Client. A contract template is provided at Appendix 5 of the RFT.
- 6.4 When the Contracting Authority has made an award decision pursuant to Clause 6, the Contracting Authority will issue a notification in writing to the Framework Member (Letter of Invitation/Call-Off Order).

7. PROCEDURE FOR THE AWARD OF SUPPLEMENTARY TENDERS

- 7.1 Where the terms of the original tender competition did not specifically address the needs relating to a specific contract which falls within the scope of the Framework, the Contracting Authority will invite a Supplementary Tender from the Framework Member.
- 7.2 On each occasion that a Contract is awarded to the Framework Member pursuant to this Clause, the Contracting Authority and the successful Framework Member shall enter into a contract in accordance with the Terms and Conditions, as well as any Special Terms and Conditions that will be set out in the invitation to provide a Supplementary Tender.
- 7.3 When the Contracting Authority has made an award decision pursuant to Clause 7, the Contracting Authority will issue a notification in writing to the Framework Member.

8. FIXED CONDITIONS FOR CONTRACT(S)

- 8.1 Prices

All prices quoted in the Tender will remain valid for the duration of the Term of the Framework.

- 8.2 Contract Manager

The Framework Member must nominate a Contract Manager to liaise with the Contracting Authority to ensure the successful operation of this Framework Agreement.

8.3 Personnel

The resources nominated by the Framework Member must be those used in the award of any contract under the Framework and as detailed in the Framework Member's response to the selection and award criteria.

Regarding personnel assigned to deliver services under the Framework, where the successful Framework Member proposes to replace a nominated person, the proposed replacement person must be of equal or better qualifications and expertise than that of the original nominated person(s). Any replacements must be notified in writing to the Contracting Authority and must be agreed by the Contracting Authority prior to their commencement of any work under the Framework Agreement.

9. APPLICABLE LAW AND JURISDICTION

- 9.1 This Framework Agreement and any Contract(s) awarded under it will be subject to the laws of Ireland and to the exclusive jurisdiction of the Irish courts.

10. COMPLIANCE WITH LAWS

- 10.1 The Framework Member shall comply with all applicable laws relating to the discharge of its obligations under this Framework Agreement and any and all Contract(s).

11. TAX CLEARANCE

- 11.1 The Framework Member shall comply with all EU and domestic taxation laws and requirements.
- 11.2 Prior to the award of any Contract, the Framework Member shall promptly supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority or any Framework Client. By supplying these numbers the Framework Member acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online. Where relevant, the provisions of this paragraph 11.2 apply equally to Subcontractors.

12. INSURANCE

- 12.1 The Framework Member is required to maintain, at a minimum, the levels and forms of insurance set out in Section 2.21 of the RFT.

13. ANTI COMPETITIVE CONDUCT

- 13.1 Without prejudice to the generality of clause 10.1, the Framework Member shall comply with the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for tenderers to collude on prices or terms in a public procurement competition.

14. INTERFERENCE AND INDUCEMENT TO PURCHASE

- 14.1 Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency 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. The presumptions (including as to any gift,

consideration or advantage) and other provisions under the Criminal Justice Act 2018 (Ireland), and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

15. CONFLICTS OF INTEREST

- 15.1 Any actual or potential conflict of interest on the part of a Framework Member (including for the purposes of this clause 15 any employee(s), supplier(s) agents or Subcontractor(s)) (a "Conflict") must be fully disclosed to the Contracting Authority and any relevant Framework Client(s) immediately in writing as soon as the Conflict becomes apparent to the Framework Member. In the event of any Conflict, the Contracting Authority and / or the Framework Client(s) may invite the Framework Member to propose means by which the Conflict might be removed. The Contracting Authority and / or the Framework Client(s) will, in their absolute discretion, decide on the appropriate course of action.

16. REGISTERABLE INTEREST

- 16.1 Any registerable interest involving a Framework Member and the Contracting Authority, any Framework Client, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Framework Member after the submission of a Response, it must be communicated to the Contracting Authority and / or Framework Client(s) immediately upon such information becoming known. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995.

17. GIFTS

- 17.1 The Framework Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority or any Framework Client, any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 17.1, the Contracting Authority and the Framework Client(s) may terminate this Framework Agreement and any existing Contract(s) respectively and recover from the Framework Member any loss resulting from any such termination.

18. CONFIDENTIALITY

- 18.1 All communications between the Contracting Authority or any Framework Client(s) and the Framework Member must be treated as being strictly confidential. The Framework Member undertakes to comply with all reasonable directions of the Contracting Authority and any Framework Client with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the Framework Member pursuant to clause 18.2 below. All of the Framework Member's employees and personnel, including Subcontractors and their employees and personnel, who provide the Services may be required, at the absolute discretion of the Contracting Authority and/or the Framework Client(s), to sign a confidentiality agreement in a format as determined by the Contracting Authority and/or the Framework Client(s).

- 18.2 The Framework Member shall execute a Confidentiality Agreement in the form set out at Appendix 6 to the RFT.
- 18.3 No publicity regarding this Framework Agreement or Contract pursuant to this Framework Agreement is permitted unless and until the Contracting Authority and any relevant Framework Client(s) has given their prior written consent to the relevant communication.

19. DATA PROTECTION

- 19.1 The Framework Member must operate fully in compliance with all relevant Data Protection legislation and the Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Framework Member is the Data Processor in respect of Data which is Personal Data.

20. FREEDOM OF INFORMATION

- 20.1 The Framework Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014. Information furnished to the Contracting Authority by the Framework Member may be released pursuant to the Contracting Authority's statutory obligations. If the Framework Member considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Contract should not be disclosed because of its sensitivity, it should, when providing the information, indicate this and specify the reason for its sensitivity. The Contracting Authority will consult the Framework Member about this sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

21. ASSIGNMENT

- 21.1 The Framework Member shall not assign the benefit of its appointment under this Framework Agreement, or under any Contract, or any part thereof, unless with the prior written agreement of the Contracting Authority.

22. AUDIT

- 22.1 The Framework Member shall keep and maintain until a minimum of six (6) years after the expiry of the Framework Term, full and proper records and all documents relating to the performance of its obligations under this Framework Agreement and shall allow the Contracting Authority and any auditors access to such records.

23. PUBLICITY

- 23.1 Unless otherwise directed by the Contracting Authority, the Framework Member shall not make any press announcements or publicise this Framework Agreement in any way without the Contracting Authority's prior written consent.

24. PERFORMANCE REVIEW

- 24.1 Framework Member's performance will be continually monitored over the term of the Framework Agreement. The format will be agreed between the Contracting Authority and the Framework Member. A formal annual review will take place on the anniversary of the establishment of the Framework. Cost competitiveness, quality of services and turnaround time will be the considered for measuring performance.

25. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT

- 25.1 All costs and expenses incurred by the Framework Member relating to its participation in this Framework Agreement and in any Mini-Competition shall be borne solely by the Framework Member. Neither the Contracting Authority nor any Framework Client shall have any responsibility or liability for any costs or expenses of whatsoever nature incurred by the Framework Member in this regard.

26. FORCE MAJEURE

- 26.1 A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 26.2 below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Framework Member (or Subcontractor or agent) places of business.
- 26.2 In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
 2. the anticipated delay in the performance of obligations;
 3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

- 26.3 If the Force Majeure Event continues for 90 calendar days, either Party may terminate at 14 days' notice.
- 26.4 In circumstances where the Framework Member is the Affected Party, the Contracting Authority shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Framework Member in accordance with the terms and conditions of this Agreement.

27. DISPUTE RESOLUTION

- 27.1 In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- 27.2 The Dispute shall be referred as soon as practicable to XXXX within the Contractor and to Eugene Finnerty within the Contracting Authority respectively.
- 27.3 If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- 27.4 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.
- 27.5 Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- 27.6 The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- 27.7 For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.
- 27.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within 30 days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

28. TERMINATION

- 28.1 This Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving a **one month's** written notice to the Framework Member. This Agreement may be terminated by the Framework Member, without liability for compensation or damages, by serving a **one month's** written notice to the Contracting Authority.
- 28.2 Either Party shall have the right (in addition to its rights under clause 28.1 and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
- i. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 - ii. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 - iii. in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Framework Member which cannot, in the opinion of the Contracting Authority, be removed by other means; and
 - iv. in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Framework Member.
- 28.3 The Contracting Authority shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Contracting Authority becomes aware:
- i. that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Framework Member;
 - ii. that the Framework Member (on its own or resulting from its subcontractors, suppliers or entities on which it relies) comes 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).
- 28.4 In the event of the Framework Member failing to provide to the satisfaction of the Contracting Authority a service pursuant to the terms of this Agreement, the Contracting Authority may terminate this Agreement at any time on giving to the Framework Member one week's notice of such termination and at the expiration thereof the Framework Member shall vacate the premises, the monies owed being apportioned up the date thereof but without payment of compensation.
- 28.5 Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

- 28.6 If requested by the Contracting Authority, the Framework Member shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Contracting Authority ("Employment Information"). The Framework Member agrees that the Contracting Authority may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

29. NOTICES

- 29.1 The postal address and email address of the parties for the purpose of the giving of notices under this Agreement are as follows:

The Contracting Authority

Name: Eugene Finnerty, Connemara National Park, National Parks & Wildlife Service

Postal Address: Connemara National Park, Letterfrack, Co. Galway

Email Address: Eugene.Finnerty@npws.gov.ie

The Framework Member

Name:

Postal Address:

Email Address:

- 29.2 Any notice or other written communication to be given under this Framework Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 29.
- 29.2 All notices shall be deemed to have been served as follows:
1. if personally delivered, at the time of delivery;
 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 3. if communicated by email, on the next calendar day following transmission.
- 29.3 All notices to the Contracting Authority or the Framework Member from the other party under this Agreement or the relevant Contract shall be in writing and sent to the appropriate address set out above.

IN WITNESS WHEREOF this Framework Agreement has been executed by the Parties hereto as of the date first above written.

SIGNED by _____, being an Officer so authorised by the CONTRACTING AUTHORITY in the presence of: _____ Witness	SIGNED by _____, being an Officer so authorised by the FRAMEWORK MEMBER in the presence of: _____ Witness
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