



Ag Rialáil Gairmithe Sláinte
agus Cúraim Shóisialaigh

Regulating Health +
Social Care Professionals

CORU

And

[Insert successful Tenderer's full legal name]

Services Framework Contract

**Relating to the TRD for the Multi-Operator
Framework Agreement for Policy, Research and
Strategic Project Management Professional
Services for CORU**

Under Lots 1 and 2

THIS AGREEMENT IS MADE ON THE 8th DAY OF October 2026 BETWEEN:

CORU of Infinity Building, George's Court, George's Lane, Smithfield, Dublin 7, D07 E98Y ("the Client");

and

[insert name and address of Successful Tenderer] ("the Framework Member")

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

WHEREAS:

- A. By Request for Tender entitled '**RFT for Multi-Operator Framework Agreement for Policy, Research and Strategic Project Management Professional Services for CORU**' advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number XXX dated **08/10/2026** ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the **Services** described in Appendix 1 to the RFT (the "Services"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between **08/10/2026 and 29/10/2026** (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Framework Member submitted a response to the RFT dated **05/11/2026** ("the Submission"). References to the Submission shall include any clarifications issued by the Framework Member in writing to the Contracting Authority between **08/10/2026 and 29/10/2026** (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

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. This Framework Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to E attached hereto;
 - ii. The RFT;
 - iii. The Submission.
2. This Framework Agreement does not entitle the Framework Member to be consulted in respect of or awarded any work during the Framework Term. The Framework Client(s) may at its or their sole discretion choose not to enter into any direct drawdown with the Framework Client pursuant to this Framework Agreement.

The Contracting Authority does not give any guarantee and/or warrant the actual value of any **Services** 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.

This Framework Agreement does not confer exclusivity on any Framework Member. The Framework Clients may at their sole discretion opt to carry out a direct drawdown award procedure for **Services** 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.

The Framework Member agrees to provide the **Services** described in Schedule B ("the Services") to the Client in accordance with this Agreement ("Agreement"). Schedule B details the nature, quality, time of delivery, key personnel and functional specifications of the **Services** in accordance with the RFT, the Submission ("the Specification") and all instruction provided through any direct drawdown award.

3. Where the Framework Member is requested to provide **Services** in accordance with clauses 5 and 6, it shall provide the **Services** to the Framework Client(s) in accordance with the **Services** Contract. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Framework Member the charges as stipulated in Schedule C ("the Charges") for any works undertaken through a direct drawdown award. The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. For the purposes of this Agreement, the Client's Contact is **Clare Quille of** CORU of Infinity Building, George's Court, George's Lane, Smithfield, Dublin 7, D07 E98Y.

The Contractor's Contact is **[Insert Lead Contact]** of [Insert Address of Framework Member] ("the Contractor").

5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire after Two years on DD/MM/202Y, unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

The Client reserves the right to extend the Term once more for a period or periods of up to 12 months with a maximum of one such extension permitted subject to its obligations at law.

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

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

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

Schedule A: Terms and Conditions

1. FRAMEWORK MEMBER'S OBLIGATIONS

- A. The Framework Member undertakes to act with due care, skill and diligence in the provision of the **Services** and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Sub-Contractors. The Framework Member shall require its agents and Sub-Contractors to exercise due care, skill and diligence in the provision of the **Services** and generally in the carrying out of obligations allocated by the Framework Member to its agents and Sub-Contractors under this Agreement.
- B. In consideration of the payment of the Charges for any direct drawdown award and subject to clause 3 the Framework Member shall:
1. provide the **Services** in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Framework Member in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. provide the **Services** in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the **Services** are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Framework Member shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Framework Member is deemed to be the prime Framework Member under this Agreement and the Framework Member assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with

the position of prime Framework Member. The Framework Member as prime Framework Member under the Submission hereby assumes liability for its Sub-Contractors and shall ensure that its Sub-Contractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Framework Member. Subject to clause 14, the Framework Member shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Sub-Contractors.

- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Sub-Contractors, the Client reserves the right to require the Framework Member to immediately replace such Sub-Contractors and the Framework Member shall comply with such requirement. The Framework Member shall include in every sub-contract a right for the Framework Member to terminate the sub-contract where any of the exclusion grounds apply to the Sub-Contractors and a requirement that the Sub-Contractors, in turn, includes a provision having the same effect in any sub-contract which it awards.
- E. During this Agreement the Framework Member shall be an independent Framework Member and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Framework Member are not and shall not hold themselves out to be (and shall not be held out by the Framework Member as being) servants or agents of the Client for any purposes whatsoever.
- F. The Client acknowledges that the Framework Member may from time to time be dependent on the Client to facilitate the Framework Member in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Framework Member within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G. The Framework Member agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.

- H. The Framework Member shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Framework Member shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

2. KEY PERSONNEL

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

3. PAYMENT

- A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges for any direct drawdown award (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties. The use of Interim Fee Notes is not acceptable, except in cases of protracted hearings and as agreed by CORU RBD Directors.
- B. Discharge of the Charges is subject to:
1. Compliance by the Framework Member with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;
 2. The furnishing by the Framework Member of a valid invoice in relation to works requested and undertaken under a direct award and such supporting documentation as may be required by the Client from time to time. Any Framework Member pre-printed terms and conditions are hereby disallowed;
 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the **Services** for any billing period (including whether or not **Services** have been accepted, rejected, satisfactorily re-performed or as the case may be)

must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and

4. The Client being in possession of the Framework Member's current Tax Clearance Certificate. The Framework Member shall comply with all applicable EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Framework Member (including any sum which the Framework Member is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Framework Member under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E. The Charges shall include any and all costs or expenses incurred by the Framework Member, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional **Services** Withholding Tax payable to the Framework Member. Any and all taxes applicable to the provision of the **Services** will be the sole responsibility of the Framework Member and the Framework Member so acknowledges and confirms.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Framework Member acknowledges, warrants, represents and undertakes that:
 1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the **Services** hereunder;
 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the **Services** as they apply to the Framework Member;
 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 6. the status of the Framework Member, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated 29/10/2022, which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Framework Member, remains unchanged;

7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the **Services** for its business purposes;
8. **Not Used**
9. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Framework Member undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Framework Member shall carry out all directions of the Client with regard to compliance with this clause 4A.9; and
10. the Client shall be under no obligation to purchase any minimum number or value of Services.

5. REMEDIES

- A . The Framework Member shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Framework Member, its employees, Sub-Contractors or agents or any of them or as a result of the Framework Member's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B . Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Framework Member's indemnity under clause 6(G), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility
- C . Should the Client find itself obliged to order elsewhere in consequence of the failure of the Framework Member to deliver Services, the Client shall be entitled to recover from the Framework Member any excess prices which may be paid by the Client.
- D . Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- E . Save in respect of fraud, personal injury or death or in respect of the Framework Member's indemnity under clause 6(G) (for which no limit applies), the limit of the Framework Member's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed one hundred [100%] per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement regardless of the number of claims.
- F . If for any reason the Client is dissatisfied with the performance of the Framework Member, a sum may be withheld from any payment otherwise due calculated as follows:
- Ten [10%] per cent ("the Retention Amount") which Retention Amount shall not at any given time exceed one hundred [100%] per cent of the Charges. In such event the Client shall identify the particular **Services** with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said **Select Goods/Services** as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Framework Member but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

G Time of delivery shall be of the essence and if the Framework Member fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Framework Member's Contact release itself from any obligation to accept and pay for the Services and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

H *"Not Used"*

6. INTELLECTUAL PROPERTY

A Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

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

C All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Framework Member so acknowledges and confirms. For the avoidance of doubt the Framework Member hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.

D The Client grants to the Framework Member a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Framework Member to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

E The Framework Member shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.

F Nothing in this Agreement shall prohibit or be deemed to prohibit the Framework Member from providing **Services** similar to the **Services** to any party other than the Parties hereto. In no event shall the Framework Member be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the **Services** and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the **Services**.

G The Framework Member shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the **Services** for its business purposes). The Framework Member hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third-party Intellectual Property Rights in so far as any such rights are used for the purposes of this Agreement.

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

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

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

7. CONFIDENTIALITY

A Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-

- 1. its professional advisers subject to the provisions of this clause 7; or
- 2. as may be required by law; or

3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

B The Framework Member undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT (“the Confidentiality Agreement”).

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

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

C The Framework Member acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly the Framework Member confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Sub-Contractors) who are assigned to provide the **Services** (or any part thereof) under this Agreement. The Framework Member further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Framework Member shall comply with all reasonable directions of the Client arising therefrom.

D In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Framework Member in respect of the request. The Framework Member shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Framework Member about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

E The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. FORCE MAJEURE

- A** A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Framework Member (or Sub-Contractors or agent) places of business.
- B** In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
 2. the anticipated delay in the performance of obligations;
 3. the action proposed to minimise the impact of the Force Majeure Event;
- and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C** If the Force Majeure Event continues for thirty [30] calendar days either Party may terminate at fourteen [14] days' notice.
- D** In circumstances where the Framework Member is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Framework Member in accordance with the terms and conditions of this Agreement.

9. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving one month's or [60] days written notice to the Framework Member. This Agreement may be terminated by the Framework Member, without liability for compensation or damages, by serving three [3] months' written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;
 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Framework Member which cannot, in the opinion of the Client, be removed by other means; and
 4. in circumstances where the Client becomes aware of any registrable interest on the part of the Framework Member.
 5. The Client may terminate this Agreement with immediate effect by written notice to the Contractor if there is any material adverse publicity relating to the Framework Member which, in the Client's reasonable opinion, has caused or is likely to cause a materially adverse impact to the brand, goodwill, business and/or reputation of the Client.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Framework Member.
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- E. If requested by the Client, the 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 Client ("Employment Information"). The Framework Member agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the **Services** upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. CONTRACT MANAGEMENT

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

11. DISPUTES

- A In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B The Dispute shall be referred as soon as practicable to **[Insert Framework Member Lead Contact] within the Framework Member and to Catherine Byrne of CORU** within the Client respectively.
- C If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to Mediators' Institute of Ireland to appoint a mediator.

- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Framework Member shall comply fully with the requirements of the Agreement at all times.

12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

13. NOTICES

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

14. ASSIGNMENT AND SUBCONTRACT

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

unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

16. SEVERABILITY

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

17. WAIVER

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

18. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Client from purchasing Select Goods/Services (or Select Goods/Services) from a thirdparty at any time during the currency of the Agreement.

19. MEDIA

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

20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

- A . The Framework Member confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Sub-Contractors nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Framework Member hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

- B Any registrable interest involving the Framework Member (and any Sub-Contractors or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Framework Member (Sub-Contractor or agent as the case may be) and the Framework Member shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.
- C The Framework Member shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Framework Member, any Sub-Contractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Framework Member of the amount or value of any gift, consideration or commission.

21. ACCESS TO PREMISES – Not Used

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

22. EQUIPMENT

- A. The Framework Member shall provide all equipment and materials necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the Client's premises shall be at the Framework Member's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Framework Member shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Framework Member.
- C. The Framework Member shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.

- D. The Framework Member shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
- i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
 - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Framework Member shall remove the Equipment used by the Framework Member to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Framework Member is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Framework Member or any of its employees or Sub-Contractors.

23. NON SOLICITATION

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

24. CHANGE CONTROL PROCEDURE

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

- H. The Framework Member and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Framework Member will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25. DATA PROTECTION AND SECURITY

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

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

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

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

"Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

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

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

B. The Framework Member shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Framework Member is the Data Processor in respect of Data which is Personal Data. Schedule E sets out the scope, nature and purpose of Processing by the Framework Member, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 25B, the Framework Member shall, in relation to any Personal Data processed in connection with the performance by the Framework Member of its obligations under this Agreement:-

(1) process that Personal Data only on the written instructions of the Client;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal

Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);

ii. the data subject has enforceable rights and effective legal remedies;

iii. The Framework Member complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

iv. The Framework Member complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

E. The Framework Member shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Framework Member shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Framework Member shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Framework Member shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the

Framework Member is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Framework Member to store the Personal Data.

- I. The Framework Member shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and/or inspections of the Framework Member's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Framework Member in any way for the provision of the Services. The Framework Member shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Framework Member shall fully comply with, and implement policies which are communicated or notified to the Framework Member by the Client from time to time.
- K. The Framework Member shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Framework Member shall:-
 - (1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - (2) ensure that a back-up copy of any and all such Personal Data is made daily and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - (3) in such an event and if attributable to any default by the Framework Member or any Sub-Framework Member, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Client consents to the Framework Member appointing a third-party processor of Personal Data under this Agreement. The Framework Member confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 25 as between the Client and the Framework Member, the Framework Member shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 25.
- N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Framework Member in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

26. ADDITIONAL CONDITION(S)

"Not Used"

Schedule B: Services: The Specification

As detailed in RFT, Tenderer's submission(s) and subsequent clarifications.

Schedule C: Charges

As detailed in RFT, Tenderer's submission(s) and subsequent clarifications.

Schedule D: Service Levels

As detailed in RFT, Tenderer's submission(s) and subsequent clarifications.

Schedule E: Data Protection

<u>Processing, Personal Data and Data Subjects</u>	
1. Processing by the Framework Member	
1.1 Subject matter of processing	All information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent Framework Members and/or Sub-Contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under the Agreement which relates to an identified or identifiable natural person.
1.2 Nature of processing	Collecting, recording, organising, structuring, storing, adapting, retrieving, using, disclosing to the Framework Member by transmission, dissemination or otherwise making available to the Framework Member.
1.3 Purpose of processing	To allow the Framework Member to provide the <u>Select Goods/Services</u> under this Contract.
1.4 Duration of the processing	The Term of this Contract.
2. Types of personal data	As per 1.1 above.
3. Categories of data subject	Any natural person whose details are made known as a consequence of this Contract.

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the DAY of MONTH 202Y BETWEEN:

CORU, (hereinafter “the Contracting Authority”) of the one part;

and

[Insert Name and Address of Contractor]

(hereinafter called “the Framework Member”) of the other part.

WHEREAS

A By Request for Tenders dated **08/10/2026** entitled Provision of **Services** for CORU (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Services described in Appendix 1 to the RFT (the “Services”) (“the Competition”). The Framework Member submitted a response to the RFT dated the **05/100/2026**.

The Framework Member was appointed to the framework as a result of the evaluation of its Submission in accordance with the RFT.

B For the purposes of the Competition and any subsequent direct drawdown (if any) as a member of this Framework Panel, which is entirely at the discretion of IFI, certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Framework Member. The Confidential Information is confidential to the Contracting Authority.

NOW IT IS HEREBY AGREED

In consideration of (the receipt of which is hereby acknowledged by the Framework Member) as follows:

1 The Framework Member acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.

2 For the purposes of this Agreement "Confidential Information" means:

2 unless specified in writing to the contrary by the Contracting Authority all and
any information (whether in documentary form, oral, electronic, audio-visual,
1 audio- recorded or otherwise including any copy or copies thereof and whether
scientific, commercial, financial, technical, operational or otherwise) relating to
the Contracting Authority, the supply of **Services** under the Contract and all and
any information supplied or made available to the Framework Member (to
include employees, agents, Sub Contractors and other suppliers) for the
purposes of the Contract(s) including personal data within the meaning of the
Data Protection Laws; and

2 any and all information which has been derived or obtained from information
described in sub-paragraph 2.1.

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

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

4 to treat such Confidential Information as confidential and to take all necessary
 . steps to ensure that such confidentiality is maintained;

1

4 not, without the prior written consent of the Contracting Authority, to
 . communicate or disclose any part of such Confidential Information to any person
 2 except:

i to those employees, agents, Sub-Contractors and other suppliers on a
 need to know basis; and/or

i to the Framework Member’s auditors, professional advisers and any other

i persons or bodies having a legal right or duty to have access to or
 knowledge of the Confidential Information in connection with the business
 of the Framework Member

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

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

.

i in the Framework Member’s possession (with full right to disclose) before
 receiving it from the Contracting Authority; or

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

i

i is independently developed by the Framework Member without access to
 i or use of the Confidential Information; or

i

i is lawfully received from a third party (with full right to disclose).

v

- 6 The Framework Member undertakes:
- .
- 6 to comply with all directions of the Contracting Authority with regard to the use
. and application of all and any Confidential Information or data (including
1 personal data as defined in the Data Protection Laws);
- 6 to comply with all directions as to local security arrangements deemed
. reasonably necessary by the Contracting Authority including, if required,
2 completion of documentation under the Official Secrets Act 1963 and comply
with any vetting requirements of the Contracting Authority including by police
authorities;
- 6 upon termination of the Competition (or the Contract) for whatever reason to
. furnish to the Contracting Authority all Confidential Information or at the
3 written direction of the Contracting Authority to destroy in a secure manner all
(or such part or parts thereof as may be identified by the Contracting Authority)
Confidential Information in its possession and shall erase any Confidential
Information held by the Framework Member in electronic form. The
Framework Member will upon request furnish a certificate to that effect
should the Contracting Authority so request in writing. For the avoidance of
doubt "document" includes documents stored on a computer storage medium
and data in digital form whether legible or not.
- 7 The Framework Member shall not obtain any proprietary interest or any other interest
. whatsoever in the Confidential Information furnished to them by the Contracting
Authority and the Framework Member so acknowledges and confirms.
- 8 The Framework Member shall, in the performance of the Contract, access only such
. hardware, software, infrastructure, or any part of the databases, data or ICT system(s)
of the Contracting Authority as may be necessary for the purposes of the Competition
(and obligations thereunder or arising therefrom) and only as directed by the Contracting
Authority and in the manner agreed in writing between the Parties.
- 9 The Framework Member agrees that this Agreement will continue in force
. notwithstanding any court order relating to the Competition or termination of the
Contract (if awarded) for any reason.
- 1 The Framework Member agrees that this Agreement shall in all aspects be governed by
0 and construed in accordance with the laws of Ireland and the Framework Member
. hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and
determine any disputes arising out of or in connection with this Agreement.
- 1 A. In this Agreement, the following terms shall have the meanings respectively
1 ascribed to them:
. "Data Controller" has the meaning given under the Data Protection Laws;
"Data Processor" has the meaning given under the Data Protection Laws;
"Data Subject" has the meaning given under the Data Protection Laws;
"Data Subject Access Request" means a request made by a Data Subject in
accordance with rights granted under the Data Protection Laws to access his or her
Personal Data;

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

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

- B. The Framework Member shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Framework Member is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Framework Member, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 11(B), the Framework Member shall, in relation to any Confidential Information which is Personal Data:-
 - (1) process that Personal Data only on the written instructions of the Contracting Authority;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 3.2 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 3.3 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - 3.3.3 appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - 3.3.4 the data subject has enforceable rights and effective legal remedies;
 - 3.3.5 The Framework Member complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - 3.3.6 The Framework Member complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E. The Framework Member shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other

complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

- F. The Framework Member shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Framework Member shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Framework Member shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Framework Member is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Framework Member to store the Personal Data.
- I. The Framework Member shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Framework Member's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Framework Member in any way for the provision of the services. The Framework Member shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.
- J. The Framework Member shall fully comply with, and implement policies which are communicated or notified to the Framework Member by the Contracting Authority from time to time.
- K. The Framework Member shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.

L. The Framework Member shall:-

1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
3. in such an event and if attributable to any default by the Framework Member or any Sub- Framework Member, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

M. The Contracting Authority consents to the Framework Member appointing a third-party processor of Personal Data under this Agreement. The Framework Member confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 as between the Contracting Authority and the Framework Member. The Framework Member shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Framework Member in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority

SIGNED for and on behalf of the Framework Member

(being a duly authorised officer)

Witness

Witness

Schedule A to the Confidentiality Agreement: Data Protection

<u>Processing, Personal Data and Data Subjects</u>	
1. Processing by the Framework Member	
1.1 Subject matter of processing	All information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent Framework Members and/or Sub-Contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under the Agreement which relates to an identified or identifiable natural person.
1.2 Nature of processing	Collecting, recording, organising, structuring, storing, adapting, retrieving, using, disclosing to the Framework Member by transmission, dissemination or otherwise making available to the Framework Member.
1.3 Purpose of processing	To allow the Framework Member to provide the Services under this Framework Contract.
1.4 Duration of the processing	The Term of this Framework Contract.
2. Types of personal data	As per 1.1 above.
3. Categories of data subject	Any natural person whose details are made known as a consequence of this Framework Contract.

End of Document

