Note: This document is an indication of the form of agreement which the contracting authority intends to conclude with the successful economic operator arising from this competitive process. Economic Operators are not required to submit a signed copy of these terms as part of their tender but should indicate any objections which they may have to these terms in the body of their tender.

DATED

(1) ENTERPRISE IRELAND

AND

(2) [OPERATOR NAME]

FRAMEWORK AGREEMENT WITH A SINGLE OPERATOR FOR THE PROVISION OF SUPPLIES/SERVICES

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Subject to contract / contract denied

THIS FRAMEWORK AGREEMENT is made on [e.g. 1 January 2026]

BETWEEN:

(1) [**CLIENT NAME**], having its offices at [address] (the "**Client**" which expression includes its successors and permitted assigns and anybody to whom its functions are transferred under Applicable Law) of the one part; and

(2) [**OPERATOR NAME**], a company established under [ ] law with company registration number [insert] and its registered address at [(hereinafter referred to as the "**Operator**" which expression includes its successors and permitted assigns) of the other part.

RECITALS

(A) **Notice and Award Procedure**

The Client has conducted a tender competition in accordance with Directive 2014/24/EU all applicable procurement rules for the establishment of a framework agreement (within the meaning of the aforesaid directive) with a single economic operator for [title of framework agreement as indicated in the published contract notice]. The tender competition under the [xxx] procedure was advertised in the Official Journal of the European Union on [e.g. 1 January 2026] with a reference number of [e.g. 2013/S 123-456789] [OR on the eTenders website on [e.g. 1 January 2026] (the "**Contract Notice**").

(B) **Appointment**

Following evaluation of tenders received in accordance with the Invitation to Tender, the Client wishes to appoint the Operator to this Framework Agreement to provide Services/Supplies, if instructed to do so from time to time by the Client/a Framework Purchaser, subject to and in accordance with the terms and conditions of this Framework Agreement.

(C) **Framework Purchasers**

In accordance with the Contract Notice, the Client will enter into this Framework Agreement for its own benefit and as a trustee for the benefit of the Framework Purchasers defined in Sub-Clause 1.1.

(D) **Purpose**

This Framework Agreement sets out, amongst others, the award procedure for Services/Supplies which may be required by the Client/a Framework Purchaser, the main terms and conditions for any Call-Off Contract, and the obligations of the Operator during and after the Framework Period.

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NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

In this Framework Agreement the following terms have the meaning given to them below:

"**Applicable Law**" means any law applicable in the State and includes without limitation, common law, statute, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instruments, or delegated or subordinate legislation;

"**Background IPR**" means Intellectual Property Rights that belong to or are licensed to a Party prior to the relevant Effective Date, or that are owned and controlled by a third party and/or that are generated or acquired, independent of the Agreement, after the relevant Effective Date;

"**Call-Off Contract**" means the legally binding agreement (made pursuant to the scope and provisions of this Framework Agreement) for the provision of Services/Supplies between the Client/a Framework Purchaser and the Operator for which the Operator has submitted, and the Client/the Framework Purchaser has accepted, a Tender or Supplementary Tender. This term includes references to an Initial Contract in the Invitation to Tender;

"**Call-Off Contract Terms and Conditions**" means the general terms and conditions which will apply to any Call-Off Contract and which are set out at Schedule 11, including any future amendment thereto or redraft thereof;

"**Call-Off Order**" means the document set out in Schedule 6 (including any future amendment thereto or redraft thereof) issued by the Client/a Framework Purchaser to the Operator in accordance with the procedure set out in Sub-Clause 6.4 instructing the Operator to provide Services/Supplies;

"**Client Requirements**" means the requirements of the Client regarding the Services set out in the Invitation to Tender (including section 4.2 Specification of Requirement) as may be amended by mutual agreement, or amended or supplemented in a Call-Off Contract;

"**Commencement Date**" means [e.g. 1 January 2026];

"**Conflict of Interest**" means any actual or potential conflict of interest (including any relationship, filial or otherwise, or any interest, whether arising through personal, company or professional association, or current or prospective contractual obligations) which the Operator or any of its Personnel may have including, without prejudice to the generality of the foregoing, any actual or potential conflict relating to any aspects of (i) this Framework Agreement; (ii) the Supplies/Services, (iii) a Call-Off Contract, (iv) the Client/a Framework Purchaser, (v) any stakeholders or other parties having an interest in [the X Project], and/or (vi) any economic operator or tenderer in any way connected with the [the X Project] or any of the Supplies/Services;

"**Controller**" means the natural or legal person, public authority or other body which alone or jointly with others, determines the purposes and means for the processing of personal data;

"**Processor**" means a natural or legal person, public authority or other body which processes personal data on behalf of the controller;

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"**Data Protection Laws**" means (i) Data Protection Acts 1988 to 2018 in Ireland (as amended, replaced or superseded) (**DPA**), (ii) to the extent applicable to this Framework Agreement, the data protection and information privacy laws of another jurisdiction and (iii) any subsequent reenactment replacement or amendment of such laws or the DPA , and including, for the avoidance of doubt, the General Data Protection Regulation (EU) 2016/679 (**GDPR**), and any guidance issued by the Irish Data Protection Commission;

"**Data Subject**" has the meaning given under 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;

"**Deliverable(s)**" means the items which are created specifically for the Client by the Operator as output(s) of the Services, such as reports, assessments, roadmaps, recommendations, user guides and training manuals, and which may include software [bespoke for the Client] where so specified in a Call-Off Contract;

"**CPI Index**" means the Consumer Price Index as published by the Central Statistics Office in Ireland;

"**Directive 2014/24/EU**" means Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts [2014] OJ L94/65;

"**Framework Agreement**" means this Agreement, including the Recitals to, and Schedules of, this Agreement;

"**Framework Period**" means the period set out in Sub-Clause 4.1;

"**Framework Purchasers**" means the Client and [xxx];

"**Intellectual Property Rights**" (or "**IPR**") means patents, trade marks, registered designs, rights in designs, trade or business names, copyrights and topography rights, database rights, know-how (whether or not any of these is registered and including applications for registration of any such thing) and rights under licences and consents in relation to any such thing and all other rights or forms of protection of rights of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

"**Invitation to Tender**" means the document issued by the Client on [, e.g. 1 January 2026] together with any clarifications, additions or amendments issued by the Client, as evidenced in Schedule 13;

"**Party**" means the Client and/or the Operator;

"**Personal Data**" means any information relating to an identified or identifiable living natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly in particular by reference to an identified such as a name, an identification number, location data, an online identified or to one or more factors specific to the physical, physiological, genetic, mental economic, cultural or social identify of that natural person;

"**Personal Data Breach**" has the meaning given to it in Data Protection Laws;

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"**Personnel**" means all persons employed by the Operator together with the Operator's servants, agents and suppliers of any tier (and any persons employed by any and all of them) used in the performance of its obligations under this Framework Agreement or a Call-Off Contract;

"**Processing**" means any operation or set of operations which is performed on personal data or on sets of person data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use or disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

"**Project IPR**" means all and any IPR created as part of and arising from the performance of the Services including Deliverables, and excludes Background IPR of the Operator.

"**Request for Supplementary Tender**" means the document set out in Schedule 7 hereof (including any future amendment thereto or redraft thereof) issued by the Client/a Framework Purchaser to the Operator in accordance with the procedure set out in Sub-Clause 6.5 requesting a Supplementary Tender from the Operator for the provision of Services/Supplies;

"**Services**" means any of the services falling within the scope set out in Sub-Clause 5.1;

"**Sub-Consultant/Contractor**" means the legal person identified in Schedule 10 or any authorised replacement in accordance with Sub-Clause 7.5.2;

"**Sub-Consultant/Contractor Collateral Warranty**" means the warranty which the Client/ Framework Purchaser may require the Operator to procure from its Sub-Client/ Consultant/Contractor in accordance with Sub-Clause 7.5.5 and which is set out in Schedule 12, including any future amendment thereto or redraft thereof;

"**Supplementary Tender**" means the written submission by the Operator in response to a Request for Supplementary Tender;

"**Supplies**" means any of the supplies falling within the scope set out in Sub-Clause 5.1; and

"**Tender**" means the submission by the Operator in response to the Invitation to Tender, together with any clarifications, additions or amendments accepted by the Client, as evidenced in Schedule 14.

1.1 In this Framework Agreement, unless where otherwise specified:

1.1.1 headings are included for ease of reference only and shall not affect the construction of this Framework Agreement;

1.1.2 references in this Framework Agreement to any Clause or Sub-Clause or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause or Schedule to this Framework Agreement so numbered;

1.1.3 unless the context requires otherwise, the masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa;

1.1.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

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1.1.5 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;

1.1.6 references to a day mean a calendar day;

1.1.7 references to a month mean a calendar month;

1.1.8 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.2 To the extent that any specific term or condition in a Call-Off Contract or Sub-Consultant/Contractor Collateral Warranty is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant term or condition in the Call-Off Contract Terms and Conditions or Sub-Consultant/Contractor Collateral Warranty shall prevail.

2. Appointment of Operator

In consideration of payment by the Operator of good and valuable consideration, receipt of which is hereby acknowledged, the Operator accepts its appointment subject to the terms and conditions of this Framework Agreement.

3. Non-Exclusivity

The Operator acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Client/Framework Purchasers for Supplies/Services from the Operator and that the Client/each Framework Purchaser is at all times entitled to enter into other contracts and agreements with other suppliers/service providers for the provision of any or all supplies or services, or both, which are the same as or similar to the Supplies/Services. In the event of the latter the Client/Framework Purchaser shall observe all applicable public procurement rules and shall not afford any advantage to the Operator.

4. Period of Framework Agreement

4.1 This Framework Agreement shall take effect on the Commencement Date and expire [words] ([number]) [years/months] thereafter (the "Term") unless terminated earlier in accordance with these terms and conditions or extended in accordance with Sub-Clause 4.2.

4.2 The Client reserves the option to extend the period described in Sub-Clause 4.1 by a further [words] ([number]) [years/months] at any time prior to the expiry of the Framework Agreement by giving notice to the Operator.

4.3 For the avoidance of any doubt, the term of a Call-Off Contract may last for longer than the Framework Period.

5. Scope of Framework Agreement

5.1 This Framework Agreement relates to the provision of [high-level description of Supplies/Services from published contract notice] as more particularly described in the Invitation to Tender and evidenced in Schedule 1.

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5.2 The cumulative value of all Call-Off Contracts shall not reasonably exceed [words] euro (€[number]) net of Value Added Tax.

6. Procedure for the award of Call-Off Contracts

6.1 As and when the Client/a Framework Purchaser decides to source Supplies/Services through this Framework Agreement, then it may award a Call-Off Contract to the Operator based on the Tender in accordance with the procedure set out in Sub-Clause 6.4 or, alternatively, on a Supplementary Tender received in accordance with the procedure set out in Sub-Clause 6.5.

6.2 When awarding a Call-Off Contract, the Parties/Framework Purchaser and the Operator shall not make any substantial amendments to the terms laid down in this Framework Agreement.

6.3 On each occasion that a Call-Off Contract is awarded to the Operator pursuant to this Clause 6, the Client/Framework Purchaser and the Operator shall enter into a contract in accordance with the Call-Off Contract Terms and Conditions.

6.4 Procedure for the award of a Call-Off Contract based on the Tender

6.4.1 Where all the terms necessary for the performance of a Call-Off Contract are included in this Framework Agreement, the Client/Framework Purchaser may issue a Call-Off Order to the Operator at any time during the Framework Period.

6.4.2 The Client/Framework Purchaser will complete a Call-Off Order indicating the scope and term of the Call-Off Contract to be awarded subject to the terms set out in Clause 7. The Client/Framework Purchaser shall fix a deadline for the receipt of confirmation by the Operator of its acceptance of the Call-Off Order.

6.4.3 The Client/Framework Purchaser will issue the Call-Off Order by email to the Operator to the address given in or notified under Clause 13.

6.4.4 The Operator shall inform the Client/Framework Purchaser by email within the stipulated time limit for reply of whether it accepts the Call-Off Order. Upon receipt of this acceptance, the Client/Framework Purchaser will enter into the Call-Off Contract with the Operator.

6.4.5 The Operator acknowledges that the Client/Framework Purchaser shall not be obliged to award any Call-Off Contract pursuant to this Sub-Clause 6.4 and that the Client/Framework Purchaser may terminate the award procedure at any time at its sole discretion.

6.5 Procedure for the award of a Call-Off Contract based on a Supplementary Tender

6.5.1 Where not all the terms necessary for the performance of a Call-Off Contract are included in this Framework Agreement, the Client/Framework Purchaser may issue a Request for Supplementary Tender to the Operator at any time during the Framework Period.

6.5.2 The Client/Framework Purchaser will complete a Request for Supplementary Tender indicating the scope and term of the Call-Off Contract to be awarded and such other terms and conditions as the Client/Framework Purchaser may set out in accordance with Schedule 7.

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6.5.3 The Client/Framework Purchaser shall fix a deadline for the receipt of the Supplementary Tender taking into account the complexity of the scope of requirements and the time needed by the Operator to prepare an appropriate Supplementary Tender.

6.5.4 The Client/Framework Purchaser will issue the Request for Supplementary Tender by email to the Operator to the address given in or notified under Clause 13.

6.5.5 The Operator shall submit a Supplementary Tender by email within the stipulated time limit for reply. The Supplementary Tender shall comply with the requirements of the Request for Supplementary Tender and the terms set out in Clause 7.

6.5.6 Upon receipt of the Supplementary Tender, the Client/Framework Purchaser will consider whether it is satisfied with the proposals for the provision of Services/Supplies required and with the cost proposed. If the Client/Framework Purchaser is satisfied, and decides that it wishes to enter into a Call-Off Contract with the Operator, it will enter into the Call-Off Contract with the Operator. If the Client/Framework Purchaser is not satisfied, it may, at its sole discretion, consult with the Operator in respect of its Supplementary Tender, or choose to procure the Services/Supplies required in another way.

6.5.7 The Operator acknowledges that the Client/Framework Purchaser shall not be obliged to award any Call-Off Contract in response to a Supplementary Tender and that the Client/Framework Purchaser may terminate the award procedure at any time at its sole discretion.

6.5.8 The Client/Framework Purchaser shall not be responsible for any costs incurred by the Operator or any Sub-Consultant/Contractor in the preparation of a Supplementary Tender or any related site visits.

6.6 The Client shall not have nor accept any responsibility or liability arising from the award of a CallOff Contract by another Framework Purchaser pursuant to this Clause 6.

7. Fixed Terms for Call-Off Contracts

7.1 The terms contained in this Clause 7 shall apply to the award of any Call-Off Contract. Failure by the Operator to meet its obligations under this Clause 7 shall be considered a material breach of this Framework Agreement for the purposes of Sub-Clause 9.2.1.

7.2 Personnel

7.2.1 The Personnel assigned by the Operator to deliver any Call-Off Contract shall be those identified in its Tender and evidenced in Schedule 3 or Supplementary Tender, or other Personnel of equivalent qualifications, skills and expertise approved by the Client/Framework Purchaser in accordance with Sub-Clause 7.2.2.

7.2.2 The Operator shall only be permitted to replace or supplement a Personnel member identified in Schedule 3 if:

(a) so requested by the Client/Framework Purchaser pursuant to Sub-Clause 8.11; or

(b) necessary due to additional skills, expertise or resources being required for providing the Services requested by Client under a Call-Off Contract; or

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(c) necessary to do so due to a person's death, illness or incapacity; or

(d) due to the departure of the member of the Personnel from the employment of the Operator.

In such cases the Operator shall submit to the Client/Framework Purchaser details of the proposed replacement or additional Personnel and, subject to the Client's/ Framework Purchaser's consent (which shall not be unreasonably withheld or delayed), shall so replace or supplement the Personnel identified in Schedule 3 as appropriate. The Client/Framework Purchaser shall be entitled to reject a proposed Personnel member on the ground, inter alia, that he does not have equivalent qualifications, or skills, or expertise as the Personnel being replaced.

7.2.3 The Operator shall ensure that the rates of pay and conditions of employment of the Personnel comply with all Applicable Law.

7.3 Maximum Rates

7.3.1 The maximum rates chargeable by the Operator under a Call-Off Contract shall be those identified in its Tender and evidenced in Schedule 2.

7.3.2 The maximum rates described in Sub-Clause 7.3.1 will be fixed for the duration of the Framework Period.

7.3.3 The maximum rates described in Sub-Clause 7.3.1 will be fixed for the initial twenty-four (24) months of the Framework Period and will be adjusted for inflation thereafter on each annual anniversary of the Commencement Date in accordance with the CPI Index.

7.3.4 Notwithstanding Sub-Clause 7.3.3, the Client may elect to enter into consultations with the Operator to adjust the maximum rates described in Sub-Clause 7.3.1 as a result of increases or decreases that occur in Personnel' wages or expenses, or material prices invoiced as part of a Call-Off Contract or are made by Law .

7.3.5 The Client/Framework Purchaser may seek, or the Operator may offer, lower rates at any time during the Framework Period. In particular, where the Operator is offering supplies or services, or both, which are the same as or similar to the Supplies/Services, generally in the open market at a lower rate than the maximum rates described in Sub-Clause 7.3.1, the Client may request adjustment of Schedule 2 to reflect this.

7.4 Service Level Agreement

The Service Level Agreement applicable to the performance of Services by the Operator under any Call-Off Contract shall be that as agreed between the Parties/identified in its Tender/and as evidenced in Schedule 8 including any future amendment or redraft thereof.

7.5 Sub-Consultant/Contractor

7.5.1 The Sub-Consultant/Contractor assigned by the Operator to deliver any Call-Off Contract shall be that identified in its Tender and evidenced in Schedule 10 or Supplementary Tender, or other Sub-Consultant/Contractor approved by the Client/ Framework Purchaser in accordance with Sub-Clause 7.5.2.

7.5.2 The Operator will not replace a Sub-Consultant/Contractor without the prior written consent of the Client/a Framework Purchaser. The Client/A Framework Purchaser shall be entitled to instruct the Operator to replace any Sub-Consultant/Contractor if the Client/that Framework Purchaser believes (acting reasonably) that the SubConsultant/Contractor is incompetent or fails to perform its obligations in respect of any Call-Off Contract to the satisfaction of the Client/that Framework Purchaser. Any such replacement shall be of comparable qualifications and expertise as the incumbent SubConsultant/Contractor and shall have the legal capacity and credit status to enter into and meet the obligations of any Call-Off Contract as they fall due.

7.5.3 The Operator shall ensure that the Tender, or the Supplementary Tender, includes, distinguishes between and clearly particularises the Services/Supplies to be provided by the Sub-Consultant/Contractor.

7.5.4 During the performance of a Call-Off Contract, the/The Operator shall be responsible to the Client/relevant Framework Purchaser for the management and supervision of the Sub-Consultant/Contractor and for the acts and omissions of the Sub-Consultant/Contractor as if they were its own.

7.5.5 The Operator acknowledges and agrees that the Client/a Framework Purchaser may require the Operator, as a condition of, or pre-condition to the award of, a Call-Off Contract to promptly execute under seal and deliver a Sub-Consultant/Contractor Collateral Warranty from any or all of its Sub-Consultants/Contractors of any tier proposed to deliver Services/Supplies under a Call-Off Contract.

8. Obligations of Operator

8.1 Insurances

8.1.1 As and from the Commencement Date, the Operator is required to procure and maintain the forms and levels of insurance set out in Schedule 4. This may be subject to revision during the Framework Period, in which case the Client shall notify the Operator of the revised requirements and allow thirty (30) days for the provision of evidence that the required policies are in place.

8.1.2 Where the forms and/or levels of insurance required in respect of individual Call-Off Contracts are different to those set out in Schedule 4, the Client/Framework Purchaser shall notify the Operator of the required changes in the relevant Request for Supplementary Tender or at the earliest opportunity.

8.1.3 The insurance required under Sub-Clause 8.1.1 and/or 8.1.2 shall be written by reputable and well-established insurers approved by the Client (whose approval shall not be unreasonably withheld or delayed).

8.1.4 At any time during the Framework Period, the Operator shall produce to the Client/ Framework Purchaser, on request, copies of all insurance policies referred to in this Sub-Clause 8.1 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

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8.1.5 Where the insurance policies held by the Operator in accordance with Schedule 4 are due to lapse prior to the end of the Framework Period, it shall be the responsibility of the Operator to ensure that the said insurance policies are renewed and that the insurance details are notified to the Client.

8.1.6 If, for whatever reason, the Operator fails to give effect to and maintain in effect the insurances required by this Framework Agreement then the Client/Framework Purchaser may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Operator.

8.2 **Tax Clearance Certificate**

The Operator shall, and shall procure that any Sub-Consultant/Contractor of any tier shall, for the term of any Call-Off Contract, comply with all EU and domestic taxation law and requirements, including but not being limited to Circular 43/2006 issued by the Department of Finance and the maintenance of a valid Tax Certification issued by the Revenue Commissioners of Ireland.

8.3 **Changes to Declaration**

The Operator shall retain a copy of its signed Declaration under Public Sector Directive 2014/24/EU (Article 57) as set out in Schedule 5. If at any point during the Framework Period or during the lifetime of a Call-Off Contract the Operator becomes aware of circumstances that might affect the validity of any of the statements in its Declaration, it shall notify the Client in writing of such circumstances at the earliest possible opportunity.

8.4 **Confidentiality**

8.4.1 Information concerning the Services and any information obtained, either by the Operator in the course of the execution of the Services, or by any person employed by the Operator in connection with the Services is confidential. It must not be disclosed by the Operator, or anyone employed by the Operator without the consent in writing of the Client.

8.4.2 The Operator must not disclose to anyone the confidential information except as necessary to perform the Operator's obligations under this Framework Agreement or a Call-Off Contract to comply with the law.

8.4.3 The Operator undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any confidential information.

8.4.4 The Operator acknowledges that the Client is subject to the Freedom of Information Act 2014 in the Republic of Ireland and that it shall assist and cooperate with the Client (at the Operator's expense) to enable the Client to comply with any information disclosure requirements thereunder. In the event of the Client receiving a request for information related to this Framework Agreement, the Client shall consult with the Operator in respect of the request. The Operator shall identify any information that is not to be disclosed on grounds of commercial sensitivity and shall state the reasons for this sensitivity. The Client will consult the Operator about this commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on discloser rests with the Office of the Information Commissioner and ultimately, the Irish courts.

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8.4.5 Within fourteen (14) days of the date of termination or expiry of this Framework Agreement, the Operator shall return to the Client/Framework Purchaser any data and confidential information belonging to the Client/that Framework Purchaser in the Operator's possession, power or control, either in its then current format or in a format nominated by the Client/Framework Purchaser (in which event the Client/Framework Purchaser will reimburse the Operator's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Client/Framework Purchaser, save that it may keep one copy of any such data or information for a period of up to twelve (12) months to comply with its obligations under this Framework Agreement, or such period as is necessary for such compliance.

8.4.6 The terms of this Sub-Clause 8.4 are perpetual, and this Sub-Clause 8.4 survives the expiry or termination of this Framework Agreement.

8.5 **Data Protection & Security**

8.5.1 The Operator shall comply with its obligations under all Data Protection Laws. If and to the extent that the parties have entered into a separate Data Processing Agreement (such as the Data Processing Agreement set out at Appendix 3 of the Invitation to Tender) the terms of such Data Processing Agreement shall apply to the exclusion of the provisions of Sub-Clauses 8.5.2 – 8.5.13. If the parties have not entered into a separate Data Processing Agreement, the remainder of this Clause 8.5 shall apply.

8.5.2 Without prejudice to Article 28.10 of the GDPR, the Operator acts as a Processer in respect of the Personal Data it processes on behalf of the Client as Controller

8.5.3 Without prejudice to the generality of clause 8.5.2 the Operator, shall in relation to any Personal Data processed in connection with the performance by the Operator of its obligations under this Framework Agreement : -

(a) process, and shall procure that its Personnel only process personal Data only on the written instructions of the Client unless required to do so by European Union or Member State law to which the Operator is subject, and in such a case, the Operator shall inform the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(b) ensure that it has in place appropriate technical and organisational measures, 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 Personal 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);

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

(d) 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 the GDPR;

(ii) the data has enforceable rights and effective legal remedies; and

(iii) the Operator complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred;

8.5.4 The Operator 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).

8.5.5 The Operator shall notify the Client within twenty-four (24) hours of the Operator becoming award of a Personal Data Breach, and shall include in such notification, at least the applicable information referred to in Article 33(3) of the GDPR. The Operator shall not communicate with any Data Subject in respect of a Personal Data Breach without the prior written consent of the Client.

8.5.6 The Operator shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination or expiry of this Framework Agreement (or at any other time on request by the Client), unless the Operator is required by the laws of any member state of the European Union or by the laws of the European Union applicable to the Operator to store the Personal Data.

8.5.7 The Operator shall make available to the Client all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client.

8.5.8 The Operator will immediately inform the Client if, in its opinion, an instruction given or request made pursuant to this Framework Agreement infringes Data Protection Laws.

8.5.9 The Operator shall assist the Client within such reasonable timescale as may be specified by Client with compliance with the Clients obligations pursuant to:

(a) Article 32 of the GDPR (Security);

(b) Articles 33 and 34 of the GDPR (Data Breach Notification);

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(c) Article 35 of the GDPR (the conduct of Data Protection Impact Assessments); and

(d) Article 36 of the GDPR (Prior Consultation requests to Regulators in relation to Personal Data Processing under this Framework Agreement).

8.5.10 The Operator shall:

(a) 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;

(b) 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

(c) in such an event and if attributable to any default by the Operator or any sub-contractor, 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.

8.5.11 The Operator agrees that it shall not engage any third party to process Personal Data under this Framework Agreement without the prior written consent of the Client.

8.5.12 If the Operator engages any third party to process any Personal Data under this Framework Agreement, the Operator shall impose on such third party, by means of a written contract, the same data protection obligations as set out in this Framework Agreement [and shall ensure that if any third party engaged by the Operator in turn engages another person to process any Personal Data, the third party is required to comply, and ensure compliance by any such other person, with all of the obligations in respect of processing of Personal Data that are imposed under this Framework Agreement]. The Operator shall remain fully liable to the Client for processing by any third party as if the processing was being conducted by the Operator.

8.5.13 The provisions of this Clause 8.5 shall survive termination and or expiry of this Agreement for any reason.

8.6 **Intellectual Property**

8.6.1 Each party's Background Intellectual Property Rights shall remain the property of that party.

8.6.2 All Project IPR shall be the property of Enterprise Ireland. Title in and to the Project IPR shall automatically vest in and be owned absolutely by Enterprise Ireland upon their creation (without the need to execute any further deeds or documents), and the Operator hereby transfers, assigns (by present assignment of future Intellectual Property Rights, if applicable) and conveys absolutely the Project IPR to Enterprise Ireland by way of assignment of future Intellectual Property Rights, without charge to Enterprise Ireland.

8.6.3 The Operator grants to Enterprise Ireland a royalty-free, non-exclusive, licence (with the right to sub-licence) for the duration of this Agreement of all of the Operator's Background Intellectual Property Rights which may be required by Enterprise Ireland for the receipt of

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the Services, the use or exploitation by Enterprise Ireland of the Project IPR and for the performance by Enterprise Ireland of its obligations under this Agreement.

8.6.4 The provisions in this clause (Intellectual Property) shall apply to all Services and all Deliverables under each Call-Off Contract except where the Call-Off Contract contains provisions or special conditions which expressly vary the provisions contained in this clause (Intellectual Property).

8.7 **Conflict of Interest**

8.7.1 The Operator confirms that it has carried out a conflicts of interest check and is satisfied that it has no Conflict of Interest in relation to the Services/Supplies and its obligations undertaken under this Framework Agreement.

8.7.2 The Operator hereby undertakes to advise the Client/Framework Purchaser forthwith should any actual or potential Conflict of Interest arise during the Framework Period and to comply with the Client's/Framework Purchaser's directions in respect thereof.

8.8 **Registrable Interests**

Any registrable interest involving the Operator (and any Sub-Consultant/Contractor or agent as the case may be) and the Client/a Framework Purchaser, 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/Framework Purchaser immediately upon such information becoming known to the Operator (or any Sub-Consultant/Contractor or agent as the case may be) and to comply with the Client's/Framework Purchaser's directions in respect thereof, to the satisfaction of the Client/Framework Purchaser. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 as amended.

8.9 **Corrupt Gifts and Inducements**

8.9.1 The Operator shall not give, provide or offer to any staff or agent of the Client/a Framework Purchaser 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 Framework Agreement or any Call-Off Contract.

8.9.2 Any breach of this Sub-Clause 8.9 or the commission of any offence by the Operator, any subcontractor, agent or employee under the Prevention of Corruption Acts, 1889 to 2005 shall entitle the Client to terminate this Framework Agreement forthwith and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Operator of the amount or value of any such gift, consideration or commission.

8.10 **Audit**

The Operator shall keep and maintain until a minimum of six (6) years after the expiry of the Framework Period, full and proper records and all documents relating to the performance of its obligations under this Framework Agreement and shall allow the Client/each Framework Purchaser and any auditors access to such records.

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8.11 **Publicity**

Unless otherwise directed by the Client, the Operator shall not make any press announcements or publicise this Framework Agreement in any way without the Client's prior written consent.

8.12 **Performance Review**

8.12.1 The Client and Operator shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and/or a Call-Off Contract 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 Operator shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

8.12.2 The Operator agrees to:

(a) liaise with and keep the Client fully informed of any matter which might affect the observance and performance of the Operator's obligations, including the time scale of completion of the key components of the Services/Supplies;

(b) comply with the reporting arrangements and protocols required by the Client from time to time; and

(c) comply with all reasonable directions of the Client.

8.13 Failure by the Operator to meet its obligations under this Clause 8 shall be considered a material breach of this Framework Agreement for the purposes of Sub-Clause 9.2.1.

9. Termination of Framework Agreement

9.1 Subject to the provisions of Sub-Clause 9.2, this Framework Agreement, or the provision of any part thereof, may be terminated by the Client at any time during the Framework Period by serving thirty (30) days written notice to the Operator. This Framework Agreement may also be terminated by the Operator at any time during the Framework Period by serving thirty (30) days written notice to the Client. Neither Party shall be entitled to any additional amounts or compensation in the event that this Framework Agreement is terminated in accordance with this Clause 9.

9.2 The Client shall have the right (in addition to any other rights which it has at law) to terminate this Framework Agreement forthwith and without liability for compensation or damages on the happening of any of the following events:

9.2.1 if the Client determines that the Services provided by the Operator are not being undertaken to a satisfactory standard. In this event, a written warning would issue, allowing ninety (90) days to remedy the Services, and if performance fails to improve to a satisfactory standard, then thirty (30) days' notice of termination would follow:

9.2.2 in the event of termination of this Framework Agreement, the Operator shall only be entitled to such actual expenses as are properly incurred in connection with the Services prior to the date of termination;

9.2.3 if the Operator commits any material breach of any provision of this Framework Agreement or of a Call-Off Contract and if such breach is capable of being remedied, fails to remedy

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such breach to the reasonable satisfaction of the Client within thirty (30) days of the notice given by the Client requiring the Operator to do so; or

9.2.4 if the Operator becomes insolvent, becomes bankrupt, 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; or

9.2.5 if any event analogous to those contemplated in Sub-Clause 9.2.4 occurs to the Operator within the laws of any other jurisdiction; or

9.2.6 in circumstances where the Client becomes aware of that any of the excluding circumstances listed in Public Sector Directive 2014/24/EU (Article 57) apply to the Operator; or

9.2.7 if any representation made by the Operator in connection with this Framework Agreement or a Call-Off Contract shall in the opinion of the Client, acting reasonably, prove to be untrue or incorrect in a material respect as of the date when made; or

9.2.8 the cumulative value of all Call-Off Contracts exceeds, or is close to exceeding, the amount set out in Sub-Clause 5.2.

10. Consequences of Termination and Expiry

10.1 Termination or expiry of this Framework Agreement shall not cause any Call-Off Contract to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms or unless the notice of termination terminating this Framework Agreement states that it is also to constitute notice terminating all Call-Off Contracts between the Client/Framework Purchasers and the Operator.

10.2 The Operator shall have no claim against the Client for any loss of profit, loss of contracts or other economic losses and/or expenses or for any indirect, economic, or consequential loss suffered or incurred as a result of the termination of this Framework Agreement pursuant to Clause 9.

10.3 Termination or expiry of this Framework Agreement shall not affect any antecedent and accrued rights, obligation or liabilities of either Party, nor shall it affect any provision of this Framework Agreement that is expressly or by implication intended to come into or continue in force on or after such termination or expiry.

11. Transfer and Sub-Contracting

11.1 This Framework Agreement is personal to the Operator and the Operator shall not assign, novate or otherwise dispose of this Framework Agreement or any part thereof without the previous consent in writing of the Client. Notwithstanding the provisions of Sub-Clause 7.5, and 8.5.11, the Operator shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement without the prior written consent of the Client. Such consent shall not be unreasonably withheld.

11.2 The Client/Framework Purchasers shall be entitled to assign, novate or otherwise dispose of its/their rights and obligations under this Framework Agreement or any part thereof to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Client/that Framework Purchaser provided that such

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assignment, novation or disposals shall not increase the burden of the Operator's obligations under this Framework Agreement.

11.3 Failure by the Operator to meet its obligations under Sub-Clause 11.1 shall be considered a material breach of this Framework Agreement for the purposes of Sub-Clause 9.2.1.

12. General

12.1 Amendments

This Framework Agreement may only be amended by a document in writing signed by authorised representatives of each Party.

12.2 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.

12.3 Severability

If any term or provision herein is found to be invalid, unlawful or unenforceable, then such term or provision shall be deemed severed from the Framework Agreement and all other terms and provisions shall remain in full force and effect.

12.4 Force Majeure

12.4.1 If through no fault of a Party, its performance has been affected or delayed by force majeure, such Party shall be at no liability to the other providing the performances are recommenced as soon as possible after such force majeure has ceased to operate.

12.4.2 If however, force majeure causes a delay or failure in performance for a period longer than thirty (30) days, the Client shall have the right to terminate this Framework Agreement by seven (7) days' notice in writing.

12.4.3 Force majeure shall mean an occurrence beyond the control and without the fault or negligence of the Party affected in which it is unable to prevent or provide against by the exercise of reasonable diligence including but not limited to acts of God or the public enemy, expropriation or confiscation of facilities, government intervention, war, hostilities, rebellion, terrorist activities, local or national emergency, sabotage or riots, floods, or unusually severe weather conditions which could not be reasonably anticipated, fires, explosions, or other catastrophe, national or district strikes or other concerted acts of workmen or other similar occurrences other than strikes or concerted acts of the Operator's workforce.

12.5 Public Procurement

Nothing in this Framework Agreement shall prevent the Client/Framework Purchaser from complying with its obligations under public procurement legislation. If necessary, this Framework Agreement and any Call-Off Contract concluded hereunder may be abridged modified, or amended

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without penalty to the Client/Framework Purchaser so as to enable it to comply with the said obligations.

13. Notices

13.1 The address, e-mail address, facsimile and telephone numbers of the Parties for the purpose of the giving of notices under this Framework Agreement are as follows:

13.1.1 For the Client/Framework Purchaser:

Contact Name:	[ ]
Address:	[ ]
Fax:	[ ]
E-mail:	[ ]
Phone:	[ ]

13.1.2 For the Operator:

Contact Name:	[ ]
Address:	[ ]
Fax:	[ ]
E-mail:	[ ]
Phone:	[ ]

13.2 Any notice or other communication whether required or permitted to be given by one Party to the other shall be in writing and shall be deemed to have been duly given if signed by or on behalf of a duly authorised officer of the Party giving the notice and:

13.2.1 if delivered, at the time of delivery to the addressee or its duly authorised agent;

13.2.2 if sent by pre-paid post, four (4) days after posting if addressed to the Party to whom such notice is to be given at the address set forth for such Party in this Framework Agreement (or such other address as is from time to time notified to the other Party);

13.2.3 if transmitted by fax or electronic means on receipt of 'read receipt' or equivalent.

13.3 All notices to the Client or the Operator from the other Party under this Framework Agreement or the relevant Call-Off Contract shall be in writing and sent to the appropriate address set out above.

13.4 All notices, documents and communications provided under this Framework Agreement or the relevant Call-Off Contract shall be in the English or Irish language.

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13.5 Any Party may, by notice to the other in compliance with this Clause 13 change the contact details set out at Sub-Clause 13.1.

14. Resolution of Disputes

14.1 Any dispute or difference of any kind whatsoever which arises or occurs between the Parties or their respective assigns in relation to anything or matter arising under, out of, or in connection with this Framework Agreement shall, in the first instance, be referred to a Mediator to be appointed by agreement between the parties and, in the absence of agreement within five (5) working-days of the receipt by one Party of a written notice to concur in the appointment of a Mediator, by the Chairman of the Chartered Institute of Arbitrators Irish Branch.

14.2 In the event that the dispute or difference is not resolved within fifteen (15) working-days of the appointment of the Mediator, the dispute or difference shall be referred to an Arbitrator to be agreed between the Parties and, in default of agreement within ten (10) working-days of the receipt by one Party of a written notice to concur in the appointment of an Arbitrator, by the Chairman of the Chartered Institute of Arbitrators Irish Branch, such arbitration to be governed by the Arbitration Act 2010 as amended or replaced and shall be conducted in accordance with the Model Law as defined in the Arbitration Act 2010. The Arbitrator shall have no connection with the Mediator or Mediation Proceedings unless both Parties have otherwise consented in writing.

15. Jurisdiction

The Client and the Operator accept the exclusive jurisdiction of the Irish courts, subject to the provisions of Clause 14, and agree that this Framework Agreement is to be governed by and construed according to the laws of Ireland.

IN WITNESS whereof the parties hereto have executed this Framework Agreement the day and year first herein **WRITTEN.**

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SIGNED for and on behalf of [INSERT NAME OF CLIENT] by:

_____

A duly authorised representative

in the presence of:

Witness to Signature _____

Witness' address _____

_____

_____

Witness' occupation _____

GIVEN under the **COMMON SEAL** of **[INSERT FULL LEGAL NAME OF THE OPERATOR]**

_____

Director

_____

Person duly authorised

in the presence of:

Witness to Signature _____

Witness' address _____

_____

_____

Witness' occupation _____

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Schedule 1 Supplies/Services

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Schedule 2 Rates

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Schedule 3 Personnel

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Schedule 4 Insurances

Cover	Minimum cover each and every claim	Permitted deductible each and every occurrence	Period
Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence	[ ]	[ ]	From start to completion of the Services and a further period of [ ] following completion of the Service
Public Liability for death, personal injury [except EL, next type]; loss of, damage to, property; with indemnity to the Client/Framework Purchaser as principal	[ ]	[ ]	From start to completion of the Services/Supplies.
Employers' Liability for death, injury, to employees	[ ]	[ ]	From start to completion of the Services/Supplies.

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Schedule 5 Article 57 of Dir 2014/24/EU (Declaration)

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Schedule 6 Call-Off Order

CALL-OFF ORDER

By email only to [Operator's email address]

Client	Enterprise Ireland
Order under Framework Agreement entitled:	Single Operator Framework Agreement for [xxx] of [date]
Date of Order	[date]
Deadline for Response by Operator	[date & time] by email to [xxx]

Dear Operator,

Pursuant to Clause 6 of the Framework Agreement, the Client/ proposes to award a Call-Off Contract to you in respect of the following Supplies/Services:

(i) Scope of Supplies/Services Required

The Client requires [xxx]

[Placeholder for

- description of Services required;
- any additional "Client Requirements", or variations to the Client Requirements in the Request for Tender;
- any timelines or Milestones for the Services under this Call-Off;
- any specific resourcing or governance required for the Services under this Call-Off;

Such details will be added by EI as appropriate to the specific Services or Deliverables being purchased under an individual Call-Off Contract.

For ongoing support or managed services. Service description may specify an SLA with minimum required response times (related to the acknowledgement of the support call) resolution times (completion of support call), by reference to severity of issue (measured by impact to EI's systems or activities), and /or by reference to service level requirements in the Tender.

For technical services which include Deliverables such as configuring functionality, EI may set functional requirements for the configurations, acceptance testing protocols for checking the Deliverables, configuration manuals and other details for the configurations required by EI.

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(ii) Fixed Terms for Call-Off Contracts

[xxx]

(iii) Call-Off Contract Terms and Conditions

In accordance with Sub-Clause 6.3 of the Framework Agreement, if the Operator accepts this Call-Off Order, the Client/Framework Purchaser and the Operator shall enter into a Call-Off Contract in accordance with the terms and conditions set out in Schedule 11 of the Framework Agreement, with the following amendments:

[xxx] [Placeholder for any amendments to the Framework Agreement, for example as regards - Intellectual Property Rights ownership and assignment; - Limitation of liability; Remedies of Enterprise Ireland] Any of which may be specified by Enterprise Ireland in respect of the specific Services or Deliverables being purchased under an individual Call-Off Contract. **Special Condition in respect of Configuration files**. The Operator grants to Enterprise Ireland: (a) a non-exclusive, royalty-free, irrevocable, perpetual, sub-licensable licence to use any configuration files of general application that are created in performance of the Services; and (b) an exclusive, royalty-free, irrevocable, perpetual, sub-licensable licence to use any configuration files developed specifically by or on behalf of the Operator for Enterprise Ireland's unique requirements.

The Operator is hereby invited to inform the Client/Framework Purchaser by email to [address] no later than [date & time] of whether it accepts the Call-Off Order.

If you have any queries on the above, please do not hesitate to contact me.

Yours sincerely,

[contact]
On behalf of the **Client/Framework Purchaser**

Enterprise Ireland

Schedule 7 Request for Supplementary Tender

REQUEST FOR SUPPLEMENTARY TENDER

By email only to [Operator's email address]

Client/Framework Purchaser [name]

Request under Framework Agreement entitled: Single Operator Framework Agreement for [xxx] of [date]

Date of Request [date]

Deadline for Receipt of Supplementary Tender [date & time] by email to [xxx]

Dear Operator,

Pursuant to Clause 6 of the Framework Agreement, you are hereby invited to submit a Supplementary Tender in respect of the following Supplies/Services:

(i) Scope of Supplies/Services Required

The Client/Framework Purchaser requires [xxx]

(ii) Supplementary Information Required from the Operator

The Operator is hereby invited to supplement its Tender by providing the following information in respect of delivery of the Services/Supplies required under this Request:

1. Availability of Personnel ,
2. Delivery Time-frame (in days),
3. Facilities and Services required from the Client/Framework Purchaser, and
4. Fixed Cost.

NB. The Supplementary Tender must comply with the requirements of this Request for Supplementary Tender and the provisions of Clause 7 of the Framework Agreement (Fixed Terms for Call-Off Contracts).

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(iii) Call-Off Contract Terms and Conditions

In accordance with Sub-Clause 6.3 of the Framework Agreement, if the Client/Framework Purchaser accepts the Supplementary Tender submitted in response to this Request, the Client/Framework Purchaser and the Operator shall enter into a contract in accordance with the Call-Off Contract Terms and Conditions set out in Schedule 11 of the Framework Agreement, with the following amendments:

[xxx]

A Supplementary Tender must be submitted by email to [address] no later than [date & time].

If you have any queries on the above, please do not hesitate to contact me.

Yours sincerely,

[contact]
On behalf of the **Client/Framework Purchaser**

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Schedule 8 Service Level Agreement

[insert from Tender]

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Schedule 9 Confidentiality Agreement

THIS AGREEMENT is made on [date]

BETWEEN:

(1) [**CLIENT/FRAMEWORK PURCHASER NAME**], having its offices at [address] (for the purposes of this Agreement referred to as the "**Client**" which expression includes its successors and permitted assigns and any body to whom its functions are transferred under Applicable Law) of the one part; and

(2) [**OPERATOR NAME**], a company established under [ ] law with company registration number [insert] and its registered address at [insert] (for the purposes of this Agreement referred to as the "**Operator**" which expression includes its successors and permitted assigns) of the other part,

WHEREAS

(A) In this Agreement:

(a) the "**Framework**" means the Framework Agreement dated [•] made between the Client and the Operator for the provision/supply of [•] (the "**Services**" "**Supplies**")

(b) other capitalised terms shall have the meaning attributed to them in the Framework save where indicated otherwise.

(B) Pursuant to the Framework, the Client may award a Call-Off Contract to the Operator for the provision of Supplies/Services.

(C) For the purposes of the delivery of Supplies/Services under a Call-Off Contract, certain confidential information will be disclosed or supplied either by the Client or by the Operator to the other party.

NOW IT IS HEREBY AGREED in consideration of the sum of €5 (the receipt of which is hereby acknowledged by the Operator) as follows:

1. For the purpose of this agreement "**confidential information**" shall mean such technical and/or commercial information, including but not limited to any documents, drawings, sketches or designs, materials, samples or prototypes disclosed or supplied either by the Client or by the Operator to the other party in any format, and which at the time of its disclosure or supply is identified as confidential or proprietary. Oral information which is confidential or proprietary shall be recorded in writing by the disclosing party within thirty (30) days after disclosure, and the resulting document shall specifically state the date of disclosure and designate the information as confidential or proprietary.

2. This Agreement shall be effective as of the Commencement Date of the Framework and shall thereafter continue until the expiry of a period of ten (10) years following the termination or expiry of the last Call-Off Contract awarded under the Framework.

3. The Client and the Operator each undertake to treat any and all confidential information as confidential, to use it solely for the purpose of the Supplies/Services, not to disclose it to any third

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party, and not to make it publicly available or accessible in any way, except with the prior written consent of the disclosing party.

4. The obligations set out in Clause 3 shall not apply with respect to any confidential information which:

4.1 the receiving party can prove has been known to the receiving party prior to the time of its receipt pursuant to this Agreement; or

4.2 is in the public domain at the time of disclosure or thereafter enters the public domain without breach of the terms of this Agreement on the part of the receiving party; or

4.3 the receiving party can prove becomes known to the receiving party through disclosure by sources other than the disclosing party, having a right to disclose such information; or

4.4 the receiving party can prove has been developed independently by an employee of the receiving party who has not had access to any of the confidential information of the disclosing party.

5. Unless it is necessary for the purpose stated in this Agreement and provided that any disclosed confidential information or any copy thereof is made accessible only to such representatives who have a need to know, the receiving party shall not, without the prior written consent of the disclosing party, copy or reproduce any item or document supplied to the receiving party - being or containing in whole or in part confidential information. The receiving party shall return such item or document and any copies thereof at the supplying party's request, and at the latest on termination of this Agreement. This shall not apply to copies of electronically exchanged confidential information made as a matter-of-routine information technology back-up, and to confidential information or copies thereof which must be stored by the receiving party according to mandatory law, provided that such confidentiality information or copies thereof shall be subject to an indefinite confidentiality obligation.

6. All confidential information shall remain the exclusive property of the disclosing party as well as all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the receiving party is granted or implied under this Agreement. No commercial obligation on the part of either party is intended or undertaken. The parties agree that any confidential information is made available "as is" and that no warranties of any kind are granted or implied with respect to the quality of confidential information , including but not limited to, its fitness for any purpose, non-infringement of third party rights, accuracy, completeness or correctness.

7. The party receiving confidential information including materials, samples, prototypes or similar items, in any format, shall not analyse it, chemically, by reverse engineering, or otherwise, in order to determine the identity and/or properties of its components. To the extent that such items have not been destroyed or used during evaluation tests and unless there is no other agreement between the Client and the Operator, they shall be returned to the supplying party upon request, and at the latest on termination or expiry of the Framework or any Call-Off Contract awarded thereunder, whichever is later.

8. The Operator acknowledges that the Client is subject to the Freedom of Information Acts 19972003, as amended. In the event of the Client receiving a request for information related to the Framework or a Call-Off Contract, the Client shall consult with the Operator in respect of the request. The Operator shall identify any information that is not to be disclosed on grounds of

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commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Operator about this commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on disclosure rests with the Office of the Information Commissioner and ultimately, the courts.

9. Ancillary agreements, amendments or additions hereto must be made in writing.

10. This Agreement shall be construed and interpreted by the laws of Ireland and the Irish courts shall have exclusive jurisdiction.

11. If any provisions of this agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

……	……
Signed on behalf of the Client	Date
……	……
Signed on behalf of the Operator	Date

Enterprise Ireland

Schedule 10 Sub-Consultants/Contractor

Sub-Consultants/Contractor Name	Address and Contact Details	Service to be delivered

Enterprise Ireland

Schedule 11 Call-Off Contract Terms and Conditions

DRAFT Call-Off Contract Terms and Conditions

WHEREAS:

The following terms and conditions shall, unless otherwise agreed to in writing by Enterprise Ireland, apply to all purchases of services by Enterprise Ireland:

Definitions and Interpretation:

"**Client**" means Enterprise Ireland;

"**Framework Agreement**" means the Framework Agreement entered into between Enterprise Ireland and the Seller, dated) o (Xxxx 2026, for the provision of [insert title of Framework Agreement], including the Recitals to, and Schedules of, the Framework Agreement;

"**Seller**" means [insert framework member name] of [insert framework member address].

Terms used in the Framework Agreement shall have the same meaning in these Terms and Conditions

IT IS AGREED:

1. PURCHASE

1.1 The Seller shall provide, and Enterprise Ireland shall receive the Services, as set out in Appendix 1 - Statement of Work, on the execution by Enterprise Ireland of a purchase order or contract for the price agreed and shown thereon.

1.2 The Seller shall provide the Services in accordance with the terms of the Framework Agreement, and this Call-Off Contract including any further specifications or descriptions of the Services and deliverables that are included in or referred to in this Call-Off Contact, and in compliance with Applicable Law.

1.3 Services supplied to Enterprise Ireland shall be deemed to be supplied on these terms and conditions and on the terms otherwise set out in the Framework Agreement, and no purported variation of these terms and conditions shall be valid unless specifically agreed by Enterprise Ireland.

1.4 Enterprise Ireland will not accept responsibility for any purchase order which is not on an official order form and fully signed by an authorised officer.

2. APPLICABILITY AND LAW

These terms and conditions shall be governed and construed by the laws of Ireland and the parties agree to submit to the exclusive jurisdiction of the Irish Courts.

3. PAYMENT

3.1 In consideration of the provision of services, Enterprise Ireland shall pay Seller in accordance with agreed prices and rates ("**charges**") as stated in the Purchase Order or as stated or referred to in the Call-Off Contract or the Framework Agreement. In no event shall Enterprise Ireland be

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responsible for payment of any fees or charges not identified in the Purchase Order, or not otherwise calculated or agreed in accordance with this Call-Off Contract or the Framework Agreement, except for any pre-agreed expenses incurred by the Operator.

3.2 Invoice and Monthly Statement

3.2.1 The invoice shall be sent directly to Accounts Payable in the Finance Department Enterprise Ireland or e-mailed to accounts. payable@enterprise-ireland.com quoting the Purchase Order number

3.2.2 Invoices received without a Purchase Order number will be returned. A single monthly statement shall be submitted by Seller within three (3) working days of month end. This statement shall include a breakdown showing all individual invoice charges for the month.

3.2.3 The Operator shall invoice Client for amounts due and payable under the Framework Agreement in accordance with the payment profile specified in the relevant Call-Off Contract. The Client shall pay properly submitted and valid undisputed invoices in arrears within 30 days of the date on which the Client receives the relevant invoice (the "**Due Date**"). The Operator shall ensure that each invoice:

(a) specifies the period to which the invoice relates;

(b) specifies the Services to which the invoice relates;

(c) sets out the calculations used to reach the amount of the Charges that are being invoiced;

(d) separately itemises any expense or taxes said to be payable by the Client;

(e) specifies the Operator's VAT code;

(f) specifies the relevant purchase order number; and

(g) contains any other information set out in the relevant Call-Off Contract or as reasonably required by the Client, from time to time.

3.2.4 The Charges are to be invoiced in Euros, save as otherwise provided for in a Call-Off Contract.

3.2.5 The Operator shall maintain complete and accurate records of, and supporting documents for, the amounts billable to and payments made by the Client under the Framework Agreement in accordance with generally accepted accounting principles, applied on a consistent basis, for a minimum period of seven (7) years (unless a longer period is required by Applicable Law in which case such longer period shall be deemed to apply) following the end of the Term.

3.2.6 The Operator will provide the Client with all such documentation and other information as the Client may reasonably require with respect to each invoice in order to verify its accuracy and compliance with the provisions of the Framework Agreement.

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3.2.7 Without prejudice to the foregoing paragraph, the Client may at any time require the Operator to provide with every invoice a schedule of supporting information relating to that invoice.

3.3 Tax Clearance Certificates

Where cumulative payments exceed €10,000 (including VAT), in a 12-month rolling period, a valid Tax Clearance Certificate from Irish Revenue must be submitted to Enterprise Ireland. This applies to both Irish Resident suppliers and Non-Resident suppliers.

3.4 Professional Services Withholding Tax

Where professional Services are provided to Enterprise Ireland, the payment for such services are liable to Professional Services Withholding Tax (PSWT) at 20%. An F45 will be issued in receipt of the deduction. The PSWT deducted can be re-claimed from the Irish Revenue. This applies to both Irish Resident suppliers and Non-Resident suppliers.

3.5 E-Day Bank Details for Payment

3.5.1 Enterprise Ireland (like all Irish Public Bodies) no longer sends cheques to businesses in Ireland.

3.5.2 To receive payment for your supply to Enterprise Ireland the business bank details must be submitted to accounts.pavable@enterprise-ireland.com

3.6 Late Payments

3.6.1 Enterprise Ireland is bound by the Late Payment in Commercial Transactions Regulations 2012.

3.6.2 All public sector bodies must pay invoices within 30 days of receipt of invoice (invoice must be received by Accounts Payable, Finance, Enterprise Ireland) or the services, whichever is the later.

3.6.3 After 30 days, interest and compensation is automatically applied to monies outstanding, if the invoice is correct and there are no outstanding queries in relation to it.

3.6.4 Invoices/delivery shall be queried by Enterprise Ireland within 15 (fifteen) working days of receipt in writing. Enterprise Ireland may withhold payment of particular charges, or elements or parts of the charges on an invoice that it disputes, acting reasonably, or if the Operator has not performed or is not performing the Services in accordance with the terms of the Agreement. Enterprise Ireland must notify the Operator in writing of the charges or part of the charges that it disputes, and with reasonable details of the basis of the query or dispute. Enterprise Ireland will pay an invoice for the undisputed part (if any) of the charges, and the parties shall use commercially reasonable endeavours to resolve the dispute regarding the invoice or charges within 30 days of the query / dispute arising. In the event of a failure to resolve the dispute regarding the invoice within 90 days of the invoice being received, either party may refer the matter to dispute resolution under Clause 14.1 of the Framework Agreement.

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3.6.5 The rate of interest payable under this sub-clause shall be ECB main re- financing rate plus 8 percentage points.

3.6.6 Any queries on invoices should be addressed to accounts. payable©enterprise-ireland.com.

4. INDEPENDENT CONTRACTOR

4.1 Seller is an independent contractor and neither it nor its sub-contractors or its or their employees or agents are the sub-contractor, agent or employee of Enterprise Ireland, and they shall not hold themselves out to be so.

4.2 Seller shall comply with all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental authority having jurisdiction (hereafter "Laws") and shall, unless otherwise stipulated, obtain and pay for all licences and permits necessary for the provision of services in accordance with such Laws.

5. WARRANTY

5.1 Seller hereby warrants and represents to Enterprise Ireland:

5.1.1 that it has the power to enter into this Call-Off Contract and to provide the Services and that it has obtained all necessary approvals to do so.

5.1.2 **That it** will carry out the Services and its duties and responsibilities with due skill, care and attention, in compliance with good industry practice and the professionalism reasonably expected of an experienced technology partner and to satisfy the Client Requirements.

5.1.3 that upon delivery, all Deliverables provided or made available by the Operator to the Client in the provision of the Services, will be fit for purpose and free of errors, bugs, viruses and material defects or anything which adversely affects the ability of one or more supplied Deliverables meet the Client's Requirements and shall remain so free for the duration of the Call-Off Contract. .

5.1.4 Without prejudice to the foregoing, for as long as the Call-Off Contract is in effect, the Operator will provide all reasonable support to enable the Client to resolve errors, bugs, viruses and material defects or anything which adversely affects the ability of one or more supplied Deliverables to function as intended and/or to meet the Client Requirements.

5.1.5 That the supply of the Services and performance of its obligations will not infringe the Intellectual Property Rights of any third party [or of Enterprise Ireland],

6. INDEMNITY

If notified promptly in writing of any action brought against Enterprise Ireland based upon a claim that any services provided by Seller infringes any patent, trade mark, copyright or other intellectual property right, the Seller shall if called upon to do so by Enterprise Ireland defend such action at its expense and pay any costs and damages awarded and any expenses incurred by Enterprise Ireland in connection with the claim (including legal and other expert fees). If so called

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upon, Seller shall have sole control of the defence of any such action and all negotiations for its settlement or compromise.

7. LIMITATION OF LIABILITY

7.1 In no event will Enterprise Ireland's total aggregate liability for damages and actions whether based on contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise arising out of or in connection with the Agreement or a Call-Off Contract or Purchase Order exceed the amount paid or remaining due under the relevant Call-Off Contract or relevant Purchase Order during the 12 months immediately preceding the date on which the first claim arises under the Agreement or relevant Call-Off Order.

7.2 Subject to Clauses 7.3, 7.4 and 7.5, the total aggregate liability of the Operator, in respect of all claims arising, whether in contract, tort (including negligence), for breach of statutory duty, misrepresentation, indemnities or otherwise (except for claims under Clause 7.3), arising out of, or in connection with, this Call-Off Contract shall be limited to the greater of (x) 200% of the charges paid or payable under this Call-Off Contract or (y) €500,000 (five hundred thousand euro)]

7.3 Subject to Clause 7.4 and 7.5**,** the total aggregate liability of the Operator, in respect of all claims arising from a breach of the Operator's obligations under Data Protection Law(s), including under the obligations in Clause 8.5 of the Framework Agreement or under any separate Data Processing Agreement entered into between the parties shall be limited to the greater of (x) 200% of the charges paid or payable by the Client to the Operator over the Term of the Agreement, or (y) €500,000 (five hundred thousand euro) €500,000. This liability cap shall apply to any indemnity from the Operator as data processor under [Clause 3.19 of] the Data Processing Agreement.

7.4 Subject to Clause, 7.5, neither Party will be liable to the other Party for any indirect, consequential or special loss, or any loss of profits or loss of revenue arising out of, or in connection with, the Agreement. The following types of Losses are however agreed, to be reasonably foreseeable and constitute direct and recoverable Losses under the Agreement, to the extent they are a direct result of a breach of the Agreement by the relevant Party and do not exceed the cap set out in this Clause 7:

7.4.1 the reasonable costs of reconstructing or reloading data caused by a breach by the Operator;

7.4.2 reasonable additional administrative costs incurred by the Client directly arising from a breach by the Operator in performing the Services;

7.4.3 professional fees incurred in remedying system defects which cause loss or damage to the Client arising from the Operator's breach of its obligations or any failure to provide the Services as required by this Agreement; and/or

7.4.4 any official, legal, administrative and/or regulatory fines, penalties or sanctions levied against the Client or any of its and/or their representatives arising by virtue of any act, error or omission on the part of the Operator or any of the Operator Personnel.

7.5 Nothing in the Agreement shall exclude or limit:

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7.5.1 either Party's liability for death or personal injury caused by its (or its agent's or subcontractor's or their respective employee's) negligence,

7.5.2 either Party's liability for fraud or fraudulent misrepresentation (or that of their agents, Sub-Contractors or respective employees);

7.5.3 either Party's liability that cannot, as a matter of law, be limited or excluded;

7.5.4 either Party's liability arising under confidentiality provisions in this Call- Off Contract or the Framework Agreement; or

7.5.5 the Operator's liability for Wilful Default of its obligations pursuant to the Agreement (where "Wilful Default" means a deliberate or intentional act or omission which amounts to a breach of the Agreement and is done without regard for (or is done with reckless disregard for) the adverse actual and/or potential consequences).

8. FREEDOM OF INFORMATION

Please note Enterprise Ireland is subject to the Freedom of Information Act 2014. The following extract may be relevant to this Purchase Order:

A record in the possession of a service provider shall, if and in so far as it relates to the service, be deemed for the purposes of this Act to be held by the FOI body, and there shall be deemed to be included in the contract for the service a provision that the service provider shall, if so requested by the FOI body for the purposes of this Act, give the record to the FOI body for retention by it for such period as is reasonable in the particular circumstances.

9. CONFIDENTIALITY

Save as provided for by law, including the Freedom of Information Act 2014, both parties agree to maintain in confidence and not disclose, reproduce, copy any materials, documentation or specification which are provided to the other hereunder. Both parties shall take all reasonable steps to ensure that its employees, agents, Subcontractors are bound by the same obligation.

10. FORCE MAJEURE

Neither party will be liable for failure or delay in the performance of its obligations under a Purchase Order due to causes beyond its control including but not limited to strikes, wars, revolutions, fires, floods, explosions, earthquakes or governmental regulations.

11. ASSIGNMENT

Seller shall not assign a Purchase Order or any part thereof without Enterprise Ireland's prior written approval.

12. SUB-CONTRACTING

12.1 Seller shall not sub-contract all or any part of its obligations under a Purchase Order without Enterprise Ireland's prior written approval. No such approval shall create any contractual relationship between Enterprise Ireland and any sub-contractor.

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

13. NOTICES

13.1 Any demand, notice or communication shall be deemed to have been duly served:

13.1.1 If delivered by hand, when left at the proper address for service (except that where such delivery is not on a working day, service shall be deemed to occur on the next following working day).

13.1.2 If given or made by prepaid post, two working days after being posted.

13.2 Any demand notice or communication shall be made in writing to the recipient at its registered offices, or in the case of Enterprise Ireland, East Point Business Park , Dublin 3 , Ireland (or such other address as may be notified in writing from time to time) marked for the attention of the Purchasing Manager, Enterprise Ireland.

14. WAIVER

14.1 Failure to exercise or delay in exercising on the part of either party any right, power or privilege of that party under a Purchase Order shall not in any circumstances operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14.2 Any waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of a Purchase Order.

15. HEADINGS

The headings to the clauses of these terms and conditions shall not affect the construction of the clauses.

16. SEVERABILITY

If any part of a Purchase Order is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of the Purchase Order which will continue to be valid and enforceable to the fullest extent permitted by law.

17. CANCELLATION

17.1 Enterprise Ireland may cancel an order in whole or in part at any time by written or electronic notice in the event that the Seller:

17.1.1 fails to comply with any term or condition of the order including but not limited to delivery terms; or

17.1.2 is subject to a receiver, liquidator or other similar officer being appointed over any or all of its property or assets; or files a voluntary petition in bankruptcy; or

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17.1.3 voluntarily ceases trading

18. INSURANCE

If Seller's work involves operations by Seller on Enterprise Ireland's premises or at any of Enterprise Ireland's customers or at any place where Enterprise Ireland conducts operations, the Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and except to the extent that such injury is due solely and directly to Enterprise Ireland's negligence, the Seller shall indemnify Enterprise Ireland against all loss which may result in any way from any act or omission of Seller, its employees, servants, agents or sub-contractors and Seller shall maintain such public liability, personal injury and property damage and employer's liability and compensation insurance as will protect Enterprise Ireland from said risks and shall produce evidence of such insurance upon request by Enterprise Ireland.

19. DATA PROTECTION

Seller shall comply with the provisions of Clause 8.5 of the Framework Agreement, and with any separate Data Processing Agreement entered into by the parties.

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Schedule 12 Sub-Consultant/Contractor Collateral Warranty

THIS AGREEMENT is made on the day of

BETWEEN:

(1) [**SUB-CONSULTANT/CONTRACTOR NAME**], a company established under [ ] law with company registration number [insert] and its registered address at [insert] (for the purposes of this Agreement referred to as the "**Sub-Consultant/Contractor**" which expression includes its successors and permitted assigns) of the one part, and

(2) [**CLIENT/FRAMEWORK PURCHASER NAME**], having its offices at [address] (for the purposes of this Agreement referred to as the "**Client**" which expression includes its successors and permitted assigns and any body to whom its functions are transferred under Applicable Law) of the other part,

WHEREAS:

(A) In this Agreement:

(a) the "**Appointment**" means the sub-consultancy agreement dated [•] made between [Insert name of Consultant] (the "**Consultant**") and the Sub-Consultant/Contractor;

(b) other capitalised terms shall have the meanings attributed to them in the Appointment save where indicated otherwise.

(B) By the Appointment the Consultant has appointed the Sub-Consultant/Contractor to provide certain professional services (the "**Services**")/ supplies (the "**Supplies**").

NOW IT IS HEREBY AGREED as follows:

1. The Sub-Consultant/Contractor hereby:

1.1 warrants to and undertakes with the Client that it has exercised and will continue to exercise all reasonable skill, care and diligence in the performance of its obligations and duties pursuant to the Appointment and has not broken and shall not break any express or implied term of the Appointment.

1.2 binds itself to the Client in all respects as if the Client had appointed the SubConsultant/Contractor to act prior to the commencement of any work by the Sub- Consultant/Contractor to the extent that the Client shall be entitled to enforce all remedies against the Sub-Consultant/Contractor by virtue of any breach by the Sub- Consultant/Contractor of its obligations pursuant to the Appointment;

1.3 warrants to and undertakes with the Client that the Sub-Consultant/Contractor shall take out and maintain:

1.3.1 professional indemnity insurance for [•] years after the date the service is provided under a Consultant's Contract with a limit of indemnity of not less than €[•] for each and every claim or series of claims (subject to reasonable adjustment of cover for any exceptional increases in insurance market rates) arising out of the same originating

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cause with a maximum excess of €[•] or such other amount as is acceptable to the Client;

1.3.2 public liability insurance for bodily injury to, disease or death of any person (other than an employee of the Sub-Consultant/Contractor) or loss of or damage to property resulting from a negligent act or omission of the Sub-Consultant/Contractor with a limit of indemnity of not less than €[•] for each and every claim or series of claims arising from the same occurrence with a maximum excess of €[•] until completion of the Services or earlier termination of the Appointment.

1.3.3 employer's liability insurance for bodily injury to, disease or death of employees of the Sub-Consultant/Contractor arising out of or in the course of their employment in connection with the Consultant's Contract with a limit of indemnity of not less than €[•] for each and every claim or series of claims arising from the same occurrence with a maximum excess of €[•] until completion of the Services/Supplies or earlier termination of the Appointment.

1.4 The insurance required under Clause 1.3 shall be written by reputable and well-established insurers approved by the Client (whose approval shall not be unreasonably withheld or delayed).

1.5 As and when reasonably requested by the Client, the Sub-Consultant/Contractor shall produce for inspection documentary evidence that the insurance required by Clause 1.3 has been taken out and is being maintained as so required.

1.6 If the Sub-Consultant/Contractor shall at any time fail to take out or maintain the insurance required under Clause 1.3, the Client may take out and maintain such insurance in the SubConsultant/Contractor's name, and the Sub-Consultant/Contractor shall pay to the Client the amount of all costs and expenses properly incurred by the Client in so doing. The SubConsultant/Contractor shall notify the Client immediately on becoming aware of the cancellation or non-renewal or material reduction in the scope of cover provided by the insurances as set out above in Clause 1.3.

1.7 Any public liability insurance policy shall include an indemnity to principals clause specifically indemnifying the Client. The policy shall not include terms or conditions to the effect that the Sub-Consultant/Contractor must discharge any liability before being able to recover from the insurers.

1.8 The Sub-Consultant/Contractor shall be liable to pay the full amount of any deductibles or excess amounts payable under the policies of insurance referred to above in the event of a claim under any of the policies.

2. NOT USED.

3. The Sub-Consultant/Contractor hereby undertakes and warrants to the Client that it has not and will not specify for use materials or substances which are not in accordance with current European Standards and Codes of Practice insofar as they may be applicable or any materials or substances known to be deleterious to health or safety or the durability or suitability of any such project in the particular circumstances in which the same is used.

4. The benefit of this Collateral Agreement and/or any of the present or future rights interests and benefits of the Client hereunder may be assigned on six occasions without the consent of the Sub-Consultant/Contractor. The Client shall give the Sub-Consultant/Contractor prompt notice of

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any such assignment provided always that the giving of such notice shall not be a precondition to the effectiveness of any assignment.

5. Any notice provided for in accordance with this Collateral Agreement shall be deemed to be duly given if delivered by hand or sent by registered post to the party named therein at the address of such party shown in this Collateral Agreement or such other address as such party may by notice in writing nominate for the purpose of service and if sent by registered post or delivered by hand shall be deemed to have been received when delivered.

6. The Sub-Consultant/Contractor will, if so required by notice in writing given by the Client, accept the instruction of the Client or the Client's nominee to the exclusion of the Consultant in respect of the carrying out and completion of any Services/Supplies upon the terms and conditions of the Appointment (whereupon all the rights and obligations of the Consultant under the Appointment shall thereafter be performed and exercisable by the Client or its nominee). The Sub-Consultant/Contractor shall not be in breach of the Appointment by complying with the obligations imposed on it by this Clause.

7. The Sub-Consultant/Contractor will not without first giving the Client not less than twenty one (21) days prior notice in writing exercise any right it may have to determine its employment under the Appointment or to treat the same as having been repudiated by the Consultant or to discontinue or suspend the performance of any duties to be performed by the SubConsultant/Contractor pursuant thereto. The Sub-Consultant/Contractor's right to determine its employment under the Appointment, to treat the same as having been repudiated or to suspend or to discontinue performance shall cease if within twenty one days of receipt of such notice the Client shall give notice in writing to the Sub-Consultant/Contractor requiring the SubConsultant/Contractor to accept the instruction of the Client or its nominee to the exclusion of the Consultant in respect of the carrying out and completion of the Services/Supplies upon the terms and conditions of the Appointment (whereupon all the rights and obligations of the "Consultant" under the Appointment shall thereafter be performed and exercisable by the Client or its nominee).

8. This Agreement shall be governed by, and construed in accordance with, the laws of Ireland and the parties, subject to Clause 9, irrevocably submit to the jurisdiction of the Irish Courts.

9. Dispute Resolution

9.1 Any dispute or difference of any kind whatsoever which arises or occurs between the parties to this Collateral Agreement or their respective assigns in relation to anything or matter arising under, out of, or in connection with this Collateral Agreement shall, in the first instance, be referred to a Mediator to be appointed by agreement between the parties and, in the absence of agreement within five (5) working-days of the receipt by one Party of a written notice to concur in the appointment of a Mediator, by the Chairman of the Chartered Institute of Arbitrators Irish Branch.

9.2 In the event that the dispute or difference is not resolved within fifteen (15) working-days of the appointment of the Mediator, the dispute or difference shall be referred to an Arbitrator to be agreed between the parties and, in default of agreement within ten (10) working-days of the receipt by one Party of a written notice to concur in the appointment of an Arbitrator, by the Chairman of the Chartered Institute of Arbitrators Irish Branch, such arbitration to be governed by the Arbitration Act 2010 as amended or replaced and shall be conducted in accordance with the Model Law as defined in the Arbitration Act 2010. The Arbitrator shall have no connection

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with the Mediator or Mediation Proceedings unless both parties have otherwise consented in writing.

IN WITNESS WHEREOF the parties have affixed their Seals the day and date first hereinbefore written.

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SIGNED for and on behalf of **[INSERT NAME OF CLIENT]** by:

_____

A duly authorised representative

in the presence of:

Witness to Signature _____

Witness' address _____

_____

_____

Witness' occupation _____

SIGNED, SEALED AND DELIVERED by **[SUB-CONSULTANT/CONTRACTOR]**

_____

Director

_____

Person duly authorised

in the presence of:

Witness to Signature _____

Witness' address _____

_____

_____

Witness' occupation _____

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Schedule 13 Invitation to Tender

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Schedule 14 Tender

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