SUPPLY OF GOODS & SERVICES

This is Waterways Ireland's single standard terms and conditions document for the supply of goods and/or services in Ireland.

Completion of Agreement:
The schedule section of the document will be completed by Waterways Ireland, and one copy will be sent to the Supplier (in soft copy format) for review and signing.

The Supplier should return two copies of this signed document to the Waterways Ireland nominee who issued the document. On receipt Waterways Ireland will countersign copies and return one copy to the Supplier.

Queries:
Any queries in relation to the standard terms and conditions should be addressed to the Procurement Unit of Waterways Ireland – [•]@waterwaysireland.org - telephone [•].

Further to the acknowledgement and acceptance provided by the Supplier with to the Invitation to Tender Document, the Supplier may not amend this Agreement nor any of the Schedules hereto. Waterways Ireland will not enter into negotiations with the Supplier in respect of this Agreement.

THIS AGREEMENT is dated _____.

BETWEEN:

(1) **Waterways Ireland** whose address is at 2 Sligo Road, Enniskillen, Co. Fermanagh, BT74 7JY (the "**Buyer**"); and

(2) *[Insert successful Tenderer's full name]* whose principal place of business is at *[address]* (the "**Supplier**")

(together the "**Parties**").

BACKGROUND:

(A) By Invitation to Tender dated *[insert date of ITT]* the Buyer invited tenders for the provision of goods and/or services (the "**ITT**") (which document is attached hereto in **Schedule D**). References to the ITT shall include any clarification issued by the Buyer and same are attached hereto in **Schedule D**.

(B) The Supplier submitted a response dated [*Date of Tender*] to the ITT which is attached hereto in **Schedule E** (the "**Submission**"). References to the Submission shall include any clarifications issued by the Supplier and same are attached hereto in **Schedule E**.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Supplier agrees to provide the goods and/or services described in **Schedule B** (the "**Goods and Services**") on a non-exclusive basis in accordance with the terms of this Agreement ("**Agreement**") to the Buyer. **Schedule B** details the nature, quality, time of delivery, key personnel and specifications of the Goods and Services in accordance with the ITT and the Submission (the "**Specification**").

2. The Buyer agrees to pay the Prices to the Supplier as stipulated in **Schedule B** (the "**Prices**"). The Prices are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

3. The Parties agree that no Goods and Services are to be provided, supplied and/or performed unless a purchase order is produced by the Buyer and issued to the Supplier (the "**Purchase Order**"). Nothing herein shall oblige the Buyer to issue any Purchase Order or order any particular Goods and Services from the Supplier.

4. This Agreement is governed by the terms and conditions as set out or identified in **Schedule A** and consists of the following documents, and in the case of a conflict of wording, in the following order of priority:

    (i) this Agreement and **Schedule A** (or the terms and conditions identified in **Schedule A)** to **Schedule C** attached hereto;

    (ii) the ITT (**Schedule D**);

    (iii) the Submission (**Schedule E**);

    (iv) the other Schedules.

5. This Agreement shall take effect on *[insert date]*, (the "**Effective Date**") and shall expire on *[insert date]*, unless it is otherwise terminated in accordance with the provision of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties (the "**Term**").

6. The Buyer reserves the right to extend the Term for a period or periods of up to *[INSERT NUMBER]* months/years with a maximum of *[NUMBER]* such extensions permitted subject to its obligations at law.

Signed by authorised signatory For and on behalf of **Waterways Ireland**	Signed by authorised signatory For and on behalf of **[Supplier details to be inserted]:**
_____ Authorised Signatory	_____ Authorised Signatory
_____ Position	_____ Position
_____ Date	_____ Date

Schedule A: Standard Terms and Conditions

TERMS AND CONDITIONS

1. **SUPPLIER'S OBLIGATIONS**

1.1 The Supplier undertakes to perform its obligations arising from this Agreement and warrants to the Buyer that where the Goods and Services:

1.1.1 include Goods:-

(a) the Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Specifications and drawings (if any) and all other descriptions and specifications as set out in the Agreement;

(b) the Goods supplied under the Agreement shall be fit and sufficient for the purpose for which the Goods are normally used and for any other stated or specific purpose detailed in the Agreement;

(c) except to the extent that the Goods are produced in accordance with a design furnished by the Buyer, none of the Goods shall infringe any patent, trade mark, design, copyright or other intellectual property right;

(d) at any time prior to delivery of the Goods to the Buyer the Buyer, its servants or agents shall have the right to inspect and test the Goods at all times. The Supplier shall afford all facilities and assistance to the Buyer as the Buyer may require for this purpose. Failure by the Buyer to disapprove of any of the Goods following such inspection or test shall not relieve the Supplier of any of its duties or obligations under the Agreement;

(e) if the results of such inspection or testing cause the Buyer to be of the opinion that the Goods do not conform or are unlikely to conform with the Contract, the Buyer shall inform the Supplier and the Seller shall immediately take such action as is necessary to ensure conformity and in addition the Buyer shall have the right to require and witness further testing and inspection; and

(f) notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's duties or obligations under the Agreement,

1.1.2 include Services:

(a) the Supplier shall perform its obligations arising from this Agreement with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its employees, agents and sub-suppliers ("Personnel");

(b) The Supplier shall require its Personnel to exercise due care, skill and diligence in the provision of Services and generally in the carrying out of obligations allocated by the Supplier to its Personnel under this Agreement.

(c) The Supplier shall require its Personnel to exercise due care, skill and diligence in the provision of Services and generally in the carrying out of obligations allocated by the Supplier to its Personnel under this Agreement.

1.2 The Buyer's rights under these terms and conditions are in addition to the statutory terms implied in favour of the Buyer by the Sale of Goods and Supply of Services Act 1980, as revised or amended from time to time and all other applicable statute.

1.3 The Supplier warrants that, in respect of the provision of Goods, it is not aware of any matter, within its reasonable control which might or will adversely affect its ability to perform its obligations under the Agreement.

1.4 In consideration of payment of the Prices and subject to Clause 5 the Supplier shall:

1.4.1 provide the Goods and Services according to the Specification and in accordance with the Buyer's directions and the terms of this Agreement;

1.4.2 comply with and implement any policies and/or guidelines and/or any project governance protocols issued by the Buyer from time to time and notified to the Supplier in writing;

1.4.3 to the extent applicable, comply with all local security arrangements as notified to it by the Buyer;

1.4.4 provide the Goods and Services in accordance with good industry practice and comply with all rules, regulations, codes of conduct and applicable laws with particular, but not exclusive regard to the requirements of the Safety Health and Welfare at Work Act 2005 (along with any other statutory requirement in respect of health and safety), the Data Protection Act 2018 (the "DPA") (including having in place an appropriate Data Leakage and Theft policy), the Freedom of Information Act 2014 and any applicable employment legislation.

1.4.5 The Supplier will be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all Personnel retained for the purposes of complying with this Agreement;

(a) comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "**Regulations**") and

failure to so comply shall constitute a material breach of this Agreement; and

(b) comply with the Special Conditions (if any) as set out in **Schedule C** ("**Special Conditions**").

1.5 The Supplier is deemed to be the prime Supplier under this Agreement and the Supplier assumes full responsibility for the delivery and performance of the Goods and Services and shall assume all the duties, responsibilities and obligations associated with the position of the prime Supplier. The Supplier shall not sub-contract any aspect of the provision and/or supply of the Goods and Services to any third party without the prior written consent of the Buyer. In the event that the Buyer does consent to a sub-supplier, the Supplier shall remain fully responsible for the acts and omissions of that sub-supplier as if they were its own. The Supplier as prime Supplier under the Submission, hereby assumes liability for its sub-suppliers and shall ensure that its sub-suppliers shall comply in all respects with the relevant terms of this Agreement to the extent that it or they are retained by the Supplier.

1.6 During this Agreement the Supplier shall be an independent Supplier and not the employee of the Buyer. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers and Personnel of the Supplier are not and shall not hold themselves out to be (and shall not be held out by the Supplier as being) officers and Personnel of the Buyer for any purposes whatsoever.

1.7 The Supplier shall indemnify, hold harmless and keep the Buyer indemnified from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards (including legal expenses on an indemnity basis) from, or incurred by reason of, any claims made against the Buyer (whether under the Regulations or otherwise) by any Affected Employees. "**Affected Employees**" shall mean those employees in respect of whom the Regulations may be deemed to apply in connection with this Agreement.

1.8 The Supplier shall indemnify the Buyer and/or any subsequent Supplier engaged to provide the same or similar goods and/or services to the Goods and Services referred to in this Agreement ("**Subsequent Supplier**") and keep those parties indemnified against all costs, claims, losses, liabilities and expenses (including legal costs) which either of those parties may incur arising from any of the following:

1.8.1 claims (including but not limited to a claim for income tax, PRSI, employment and training levies, income tax and health contribution levies and any interest, duties and/or penalties thereon) which may be made against the Buyer / Subsequent Supplier by the Revenue Commissioners or the Department of Social Protection or other lawful authority for sums due to such authorities for the supply and/or performance of the Goods and Services by the Supplier and the Personnel;

1.8.2 any act, omission, breach or default by the Supplier of any of its obligations in relation to any of the Personnel (including but not limited to any liability arising out of any non-payment of monies, wages, salaries, commission, subsistence allowance, sick pay, holiday pay and pension contributions or any act, omission, breach or default by the Supplier relating to the injury, illness, treatment, termination or dismissal of any Personnel);

1.8.3 any claim by or on behalf of any of the Personnel or any other persons engaged by the Supplier including any employee / purported employee which relates to their employment / engagement (or the termination thereof) by the Supplier including, but not limited to, claims for unfair dismissal, wrongful dismissal, notice, redundancy or any claims for any form of termination payment;

1.8.4 any liability arising or which may arise as a result of any failure on the part of the Supplier to comply with its obligations under the Regulations.

1.9 The Supplier shall provide the indemnities in the form outlined above to the Buyer or to the Subsequent Supplier engaged by the Buyer.

1.10 Where Schedule B states that this clause applies, the Supplier shall as a condition precedent to the performance by the Buyer of his obligations to make payment under this Contract deliver to the Buyer an Advance Payment Bond in the form contained at Schedule F executed by a bank or insurance company previously approved in writing by the Buyer.

2. **DELIVERY OF THE GOODS AND SERVICES**

2.1 The Supplier shall deliver and/or perform the Goods and Services at the time(s), on the date(s) and to the location(s) specified in the Specification, or otherwise agreed in writing between the Parties.

2.2 The Parties acknowledge that time shall be of the essence in relation to the provision and/or supply and/or performance of the Goods and Services.

2.3 The Buyer acknowledges that the Supplier may from time to time be dependent on the Buyer to facilitate the Supplier in the carrying out of its duties under this Agreement. The Buyer agrees to use its reasonable endeavours to so facilitate the Supplier within the timescales and in the manner agreed by it in writing.

2.4 Any goods supplied as part of the Goods and Services shall remain at the risk of the Supplier until delivery to the Buyer is complete (including off-loading and stacking) when ownership of such goods shall pass to the Buyer.

3. **PERSONNEL**

3.1 The Buyer reserves the right to admit to, or remove from, any premises occupied by or on behalf of it, any Personnel of the Supplier whose admission or presence would, in the reasonable opinion of the Buyer, be undesirable. The reasonable exclusion of any such individual from the premises of the Buyer under the provisions of this clause shall not relieve the Supplier from the performance of its obligations under the Agreement.

3.2 The Supplier shall ensure that the Personnel are made aware of and comply with the relevant terms and conditions of this Agreement and all policies, rules, regulations and/or codes of conduct operated by or affecting the Buyer from time to time. In the event the Supplier or any of its Personnel are within the vicinity or on the grounds of the Buyer's premises, the Supplier agrees that it is solely responsible for the

health, welfare, and safety of the Supplier's personnel. The Supplier shall be liable, for all damage caused to persons or property, or any other losses caused by the default of the Personnel.

3.3 The Supplier shall be solely responsible for: (i) paying all salaries, wages, benefits and other compensation that the Personnel may be entitled to receive in connection with the provision and/or supply of the Goods and Services, (ii) paying and reimbursing all Personnel for all related travel, housing and other expenses which such Personnel may be entitled to receive in connection with the provision and/or supply of the Goods and Services, and (iii) withholding and paying applicable Irish and foreign payroll taxes and contributions, including but not limited to, Irish and foreign payroll taxes and contributions, including, but not limited to, Irish state and local income taxes, unemployment tax, worker's compensation insurance and disability tax, social insurance, pension contributions, or any other similar obligation.

3.4 The Supplier shall be liable for, and shall indemnify the Buyer against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or the death of any person arising out of or in the course of the provision of the Goods and/or Services, except to the extent that the same is due to any act, neglect, breach of statutory duty, omission or default of the Buyer.

3.5 The Supplier shall be liable for, and shall indemnify the Buyer against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property or real or personal insofar as such loss, injury or damage arises out of or in the course of or by reason in the course of the provision of the Goods and/or Services and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Supplier or any of the Supplier's Personnel.

4. **KEY PERSONNEL & EQUIPMENT**

4.1 The Supplier undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission ("**Key Personnel**"), assigned by it to provide the Goods and Services shall be available for the term of this Agreement.

4.2 The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Goods and Services to the Buyer.

4.3 In the event that any of the Key Personnel assigned by the Supplier to provide the Goods and Services under this Agreement become unable to provide the Goods and Services for whatever reason then, the Supplier acknowledges and undertakes that it shall immediately notify the Buyer in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("**Replacement Personnel**"). The Supplier shall provide to the Buyer such details as the Buyer may reasonably require in writing regarding any Replacement Personnel. The Buyer shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

4.4 The Supplier shall provide all equipment and materials ("**Equipment**") necessary for the provision of the Goods and Services.

4.5 All Equipment brought onto the Buyer's premises shall be at the Supplier's own risk and the Buyer shall have no liability for any loss of or damage to any Equipment. The Supplier shall provide for the haulage or carriage thereof to the Buyer's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Supplier.

4.6 The Supplier shall maintain and store all items of Equipment within the Buyer's premises in a safe, serviceable and clean condition.

4.7 The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:

4.7.1 remove from the Buyer's premises any Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Agreement; and

4.7.2 replace such item with a suitable item of Equipment.

4.7.3 On completion of the supply and/or performance of the Goods and Services the Supplier shall remove the Equipment used by the Supplier to provide and/or perform the Goods and Services and shall leave the Buyer's premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Buyer's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or any of its employees or sub-suppliers.

5. **PAYMENT**

5.1 The Buyer shall pay the Supplier such Prices as are set out in the relevant invoice (which shall be deemed to include all applicable taxes (other than VAT, which shall be separately shown), duties and levies and all packing, carriage, freight, shipping, insurance and delivery costs) and in accordance with any payment terms therein. No payments shall be made unless the Supplier quotes a valid Purchase Order number on each invoice. Time for payment shall not be of the essence.

5.2 A pricing matrix shall be set out in **Schedule B** which shall apply for the Term and no increase in any price may be made for any reason without the Buyer's consent.

5.3 Discharge of the Prices by the Buyer is subject to:

5.3.1 compliance by the Supplier with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to Clause 12.1 from time to time;

5.3.2 the provision by the Supplier of a valid invoice (indicating the relevant Purchase Order number) following receipt of the Buyer's Purchase Order and all relevant supporting documentation as may be required by the Buyer from time to time being submitted to the Buyer at wifinance@waterwaysireland.org. Any Supplier pre-printed terms and conditions are hereby disallowed; and

5.3.3 the Buyer being in possession of the Supplier's current Tax Clearance Certificate. The Supplier shall comply with all EU and domestic taxation law and requirements including but not limited to the terms of Circular 43/2006 issued by the Department of Finance, a copy of which is available at www.finance.gov.ie. The Supplier may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate on-line verification of

their tax status by the Buyer. domestic taxation law and requirements. The Supplier shall be responsible for the collection, remittance and payment of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, importation, sale, lease or other distribution of the Goods and Services and/or deliverables provided as part of such.

5.4 Provided there is no dispute in relation to the provision of the relevant Goods and Services, payment will be made within thirty (30) calendar days of receipt of a correct and appropriately vouched invoice. In the event of any such dispute, payment may be withheld in respect of any disputed amount until the dispute is resolved.

5.5 Upon resolution of any dispute or queries on the invoice to the satisfaction of the Buyer the invoice shall be payable by the Buyer. Payment is subject to any rights reserved by the Buyer under 5.11. In the event of any such dispute payment may be withheld in respect of any disputed amount until the dispute is resolved; and the provisions of the European Communities (Late Payment in Commercial Transactions) Regulations 2012, as amended or revised shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

5.6 If, following an audit of the Supplier's books and records under Clause 12.4 the Buyer has a query relating to an invoice and / or the Goods and Services for any billing period the Buyer hereby reserves the right to notify the Supplier of such query, notwithstanding that the time periods set out in Clause 5.4 may already have passed.

5.7 Wherever under this Agreement any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Buyer in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Agreement or under any other agreement or contract with the Buyer. Any overpayment by either Party, whether of the Prices or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

5.8 The Supplier shall not be reimbursed for any costs or expenses incurred by it or its Personnel in the course of providing the Goods unless these are agreed in advance and in writing by the Buyer or expressly provided for in the Purchase Order. Any permitted expenses which are claimed must be properly vouched and supporting documentation shall be provided as a condition of payment.

5.9 The Buyer shall pay the Supplier any applicable Value Added Tax (VAT) at the rate and in the manner prescribed by law from time to time, provided VAT is shown separately on the relevant invoice. The Supplier shall, upon request, provide such information, as may be reasonably required by the Buyer regarding the amount of VAT charged on invoices submitted.

5.10 Any withholding Tax (if applicable), shall be deducted at the standard rate from any payment made by the Buyer for Goods and Services pursuant to any Purchase Order.

5.11 Without prejudice to any general right to damages under this Agreement where the Supplier does not deliver the ordered amount or perform services within delivery dates or lead times in accordance with this Agreement, the Buyer may, at his discretion, deduct 2 per cent per week, or part thereof, for each week of late delivery of the value of the entire relevant invoice or order as liquidated damages up to a maximum amount of 40 per cent of the Prices (or invoice or order) price for the relevant Goods and Services ("**Liquidated Damages Threshold**"). Buyer and Supplier recognise that time is of the essence for certain milestones, lead times or delivery dates that are identified as triggering liquidated damages and that Buyer will suffer significant financial loss if the Goods and Services are not delivered and/or performed in accordance with this Agreement by those milestones, lead times or delivery dates.

5.12 Where the Liquidated Damages Threshold is met or exceeded (being that delivery and/or performance continues not to be outstanding after the Liquidated Damages Threshold is met), the Buyer shall be entitled to:

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

(b) without prejudice to Clause 5.11, the Buyer shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Supplier.

6. **WARRANTIES, CONFIRMATION AND UNDERTAKINGS**

6.1 The Supplier warrants, confirms and undertakes that:

6.1.1 it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Goods and Services hereunder;

6.1.2 it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;

6.1.3 it is entering into this Agreement with and has a full understanding of its obligations with regard to taxation, employment and environmental protection and is capable of assuming and fulfilling those obligations;

6.1.4 it has acquainted itself with and shall comply with legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Goods and Services as they apply to the Supplier;

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

where applicable, the status of the Supplier, as declared in the "Declaration as to Personal Circumstances of Tenderer" in the Submission, which confirms that none of the excluding circumstances listed in Article 45 of EU Directive 2004/18/EC as implemented into Irish law by European Communities (Award of Public Authorities' Contracts) Regulations 2006 (S.I. No. 329/2006) apply to the Supplier, remains unchanged;

6.1.6 it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in Clause 8 below) that are necessary for the performance of its obligations under this Agreement and for the Buyer to obtain the

benefit of the Goods and Services for its business purposes; and

6.1.7 it shall take out and maintain in force during the Term and for 6 years thereafter adequate policies of insurance covering all usual risks which may arise pursuant to this Agreement and upon request shall produce to the Buyer copies of relevant policies, evidence that premia have been paid and where required produce valid certificates of insurance for inspection. The Supplier shall carry out all directions of the Buyer with regard to compliance with this Clause 6.1.8. Without prejudice to the foregoing, the Supplier shall take out and maintain the particular insurances set out in **Schedule B**; and

6.1.8 if applicable, it shall ensure that a backup copy of all data and software shall be taken at the end of each week. In the event of a disaster, breakdown in or interruption to the provision of the Goods and Services, the Company shall reconstruct the data in accordance with the disaster recovery procedures set out in the Supplier's Data Recovery Plan.

6.2 The Supplier undertakes to notify the Buyer forthwith of any material change to the status of the Supplier with regard to the warranties, representations and undertakings as set out at Clause 6.1 and to comply with all reasonable directions of the Buyer with regard thereto which may include termination of this Agreement.

7. **REMEDIES**

7.1 The Supplier shall be liable for and shall indemnify the Buyer for and in respect of all and any losses, claims, proceedings, demands, damages or expenses which the Buyer may suffer due to and arising as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Supplier, its employees, sub-suppliers or agents or any of them or as a result of the Supplier's failure to exercise care as outlined in Clause 1 or breach of this Agreement or of any warranty, or of any statutory duty by the Supplier or its Personnel. The terms of this Clause 7.1 shall survive termination of this Agreement for any reason.

7.2 Save in respect of fraud (including fraudulent misrepresentation), personal injury or death, neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

7.3 Should the Buyer find itself obliged to order elsewhere in consequence of the failure of the Supplier to deliver and/or perform the Goods and Services, the Buyer shall be entitled to recover from the Supplier any excess Prices which may be paid by the Buyer in connection with such goods and/or services.

7.4 Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

8. **INTELLECTUAL PROPERTY**

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

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

8.3 Save in respect of any pre-existing IPR of Supplier, title and interest in all reports, data manuals and/or other materials (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams or software) produced for the purposes of this Agreement (collectively the "**Materials**") (or any part or parts thereof) shall vest in the Buyer and the Supplier so acknowledges and confirms same. For the avoidance of doubt, the Supplier hereby assigns all Intellectual Property Rights, title and interest in the Materials appointing the Buyer as its Attorney to sign any document necessary to effect the assignment of IPR to the Buyer (including by way of present assignment of future copyright) to the extent that any such IPR title or interest may be deemed by law to reside in the Materials to the Buyer absolutely.

8.4 The Buyer grants to the Supplier a royalty-free non-exclusive licence to use such of the Buyer's Pre-existing IPR for the Term to the extent necessary to enable the Supplier to fulfil its obligations under this Agreement. Save as expressly set out in this Clause 8, all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

8.5 The Supplier shall waive or produce a waiver of any moral rights subsisting in any Materials produced under or in performance of this Agreement.

8.6 Not used.

8.7 The Supplier shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Buyer shall be vested with all necessary rights so as to enable the Buyer to enjoy the benefit of the Goods and Services for its business purposes). The Supplier hereby indemnifies the Buyer and shall keep and hold the Buyer harmless from and in respect of all and any liability, loss, damages, claims, costs or expenses which arise by reason of any breach of third party IPRs in so far as any such rights are used for the purposes of this Agreement.

8.8 At the option of the Buyer for and in respect of any such breach, the Supplier shall at its expense and option:

8.8.1 procure the necessary rights for the Buyer to continue using the IPR; or

8.8.2 replace the relevant deliverable with a non-infringing equivalent; or

8.8.3 replace the relevant deliverable to make it non-infringing while giving equivalent performance.

8.9 Upon the termination of this Agreement for whatever reason, the Supplier shall immediately deliver up to the Buyer all the Materials prepared up to the date of termination. As an exception to its obligations under this Clause 8.9 the Supplier may retain one copy of the Materials, in paper form, in the Supplier's legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Agreement. The provisions of this Clause 8 will survive the expiration or termination of this Agreement for any reason.

9. **CONFIDENTIALITY**

9.1 The Supplier hereby agrees and undertakes that at any time during the Term or after termination or expiry of the Agreement, it shall not disclose or allow to be disclosed any Confidential Information to any third party whatsoever without the prior written consent of the Buyer, except to:

9.1.1 its professional advisors subject to the provisions of this Clause 9; or

9.1.2 as may be required by law; or

9.1.3 as may be necessary to give effect to the terms of this Agreement subject to the provisions of this Clause 9; or

9.1.4 in the case of the Buyer by request of any person or body or authority whose request the Buyer or persons associated with the Buyer (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

9.1.5 For the purposes of this Clause 9 "**Confidential Information**" shall mean all confidential and proprietary information, including without limitation, inventions, trade secrets, specifications, designs, data, databases, protocols, know-how and any improvements, modifications, derivations, or compilations thereto and other proprietary information relating to the processes, services and business of the Buyer and the term Confidential Information also includes: (i) any notes, analyses, compilations, memoranda or other documents prepared by the Supplier which contain, reflect or are based upon, in whole or in part, any confidential information furnished by or on behalf of the Buyer; and (ii) information transferred orally, visually, electronically or by any other means.

9.2 The Supplier undertakes to comply with all reasonable directions of the Buyer with regard to the use and application of all and any of its Confidential Information (which may include compliance with operational protocols and/or signing of a non-disclosure agreement). The obligations in this Clause 9 will not apply to any Confidential Information:

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

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

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

(iv) is lawfully received by the disclosing Party from a third party (with full right to disclose).

9.3 The Supplier shall not use or attempt to use any Confidential Information for any purpose other than that for which it was generated or disclosed or in any manner which may or may be likely to injure or cause loss (either directly or indirectly) to the Buyer or to assist any third party to gain any commercial advantage over or knowledge in relation to the Buyer.

9.4 The Supplier shall use its best endeavours to ensure that Confidential Information is protected against theft, loss or unauthorised access by third parties and shall only be disclosed to Personnel who need to know such information in order that the Goods and Services may be provided.

9.5 The Supplier shall ensure that its Personnel and any Key Personnel are fully aware of and comply with these confidentiality provisions.

9.6 The Supplier acknowledges that the security of the State and its information is of paramount importance to the Buyer. Accordingly, the Supplier confirms that it will, from time to time, during the currency of this Agreement as may be requested by the Buyer submit full personal details (including those of Personnel) who are assigned to provide the Goods and Services (or any part thereof) under this Agreement. The Supplier further acknowledges that checks may be carried out in relation to all Personnel by police authorities and the Supplier shall comply with all reasonable directions of the Buyer arising therefrom.

9.7 In circumstances where the Buyer is subject to the provisions of the Freedom of Information Act 2014 (the "**FOI Act**"), then in the event of the Buyer receiving a request for information related to this Agreement, the Buyer shall consult with the Supplier in respect of the request. The Supplier acknowledges that it may be necessary for the Buyer to release such records to third parties to comply with requests for records made pursuant to the FOI Act. The Supplier shall identify any information that is not to be disclosed on grounds of commercial sensitivity and shall state the reasons for this sensitivity. The Buyer will consult the Supplier 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.

9.8 The terms of this Clause 9 shall survive expiry, completion or termination for whatever reason of this Agreement.

9A. BUYER DATA, DATA PROTECTION, SECURITY AND INTEGRITY

9A.1 Nothing in this Agreement is intended to give the Supplier any IPR in, or other rights in respect of, Buyer Data.

9A.2 The Supplier must not, without the Buyer's prior consent, use or Develop Buyer Data or make Buyer Data available to the Supplier's Personnel or other third parties except to the extent that such personnel or third parties need Buyer Data for the purpose of providing the Goods and Services.

9A.3 The Supplier must promptly return Buyer Data to the Buyer (or destroy it so that it is irretrievable):

(a) if required by the Buyer; or

(b) in accordance with the Buyer's data retention and destruction requirements notified to the Supplier from time to time.

9A.4 The Supplier must not:

(c) assert any lien or other right against or to Buyer Data; or

(d) Deal with Buyer Data.

9.A.5 Nothing in this Clause 9A is intended to limit the Supplier's obligations contemplated by this Agreement, including in relation to the Buyer's Confidential Information.

9A.6 The Parties shall comply with their respective obligations under the DPA, and any other applicable data protection laws and regulations (together, the "**Data Protection Laws**") in connection with this Agreement.

9A.7 The Parties acknowledge that, in respect of all Personal Data controlled and owned by the Buyer and Processed by the Supplier for the purpose of the provision of the Goods and Services under this Agreement:

(a) the Buyer alone shall determine the purposes for which and the manner in which such Personal Data will be Processed by the Supplier;

(b) the Buyer shall be the data controller (as defined in the Data Protection Laws); and

(c) the Supplier shall be the data processor (as defined in the Data Protection Laws).

9A.8 Where, in connection with this Agreement, the Supplier Processes Personal Data on behalf of the Buyer as a data processor, the Supplier shall:

(a) Process the Personal Data only on the written instructions of the Buyer and to the extent reasonably necessary or appropriate for the performance of this Agreement;

(b) not disclose the Personal Data to any person except as required or permitted by this Agreement or with the Buyer's written consent;

(c) not deal in or with the Personal Data; and

(d) implement appropriate technical and organisational measures (including those specified by the Buyer in advance and/or under the Data Protection Laws) to protect Buyer Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Subject to the Supplier's obligation to comply with the Data Protection Laws, the Supplier acknowledges:

(i) that the Buyer is relying upon the Supplier's skill and knowledge in assessing what is "appropriate";

(ii) that the technical and organisational measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to Buyer Personal Data and having regard to the nature of Buyer Personal Data which is to be protected;

(e) when implementing and updating technical and organisational measures, have regard to:

(i) the sensitive nature of the personal data contained within Buyer Personal Data and the substantial harm which would result from unauthorised or unlawful processing or accidental loss or destruction of or damage to such personal data; and

(ii) the state of technological development and the cost of implementing such measures;

(f) ensure:

(i) the reliability and integrity of any Personnel who have access to Buyer Personal Data;

(ii) that all Supplier Personnel involved in the Processing of Buyer Personal Data have undergone adequate training in the care, protection and handling of Buyer Personal Data; and

(iii) that all such Personnel perform their duties strictly in compliance with the Data Protection Laws and this Clause 9A.8 by treating such Buyer Personal Data as Confidential Information;

(g) permit the Buyer or a Buyer representative, to inspect and audit the Supplier's data Processing activities (and/or those of its agents and sub-Suppliers) and comply with all reasonable requests or directions by the Buyer to enable the Buyer to verify and/or procure that the Supplier or sub-supplier (as the case may be) is in full compliance with the Data Protection Laws and their obligations under this Agreement;

(h) provide a written description of the technical and organisational methods employed by the Supplier or sub-supplier (as the case may be) for Processing Buyer Personal Data (within the timescales required by the Buyer);

(i) not Process or permit the Processing of the Buyer Personal Data outside the European Economic Area other than with the prior written consent of the Buyer, and in such case in accordance with the Data Protection Laws and Clause 9A.8;

(j) where the Buyer consents to a transfer of Buyer Personal Data outside the European Economic Area:

(i) ensure that Buyer Personal Data continues to be Processed strictly in compliance with the Data Protection Laws and this Clause 9A.8; and

(ii) promptly and fully inform the Buyer of any circumstances (including the existence of legislation) that may prevent the Supplier from fulfilling its obligations under this Clause 9A.8; and

(k) not include Personal Data in any product or service offered by the Supplier or any sub-Supplier (as the case may be) to third parties unless it is

specifically required as part of the provision of the Goods and Services.

9A.9 The Supplier will indemnify and keep fully and effectively indemnified the Buyer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Buyer on demand (arising or incurred anywhere in the world) as a result of any breach of the Data Protection Laws or its obligations under this Clause 9A.

9A.10 The Supplier shall assist the Buyer to comply with any obligations under the Data Protection Laws and shall not perform its obligations under this Agreement in such a way as to cause the Buyer to breach any of its applicable obligations under the Data Protection Laws.

9A.11 The Supplier acknowledges that compliance with this Clause 9A is of the utmost importance to the Buyer and that any breach may cause the Buyer to suffer not only financial losses but also other direct and indirect losses in terms of the use and application of the Supplier Software.

9A.12 The following definitions apply:

(a) the terms "**data subject**" and "**Processing**" bear the respective meanings given them in the DPA;

(b) data includes Personal Data; and

(c) "**Buyer Personal Data**" means any Personal Data provided by or on behalf of the Buyer.

9A.13 The Supplier shall:

(a) take reasonable precautions to preserve the integrity of any data which it processes and to prevent any corruption or loss of such data;

(b) make a backup copy of such data every week and record the copy on media from which the data can be reloaded if there is any corruption or loss of the data; and

(c) in such event and if attributable to any default by the Supplier promptly restore the data at its own expense or, at the Buyer's option, promptly reimburse the Buyer for any reasonable expenses it incurs in having the data restored by a third party.

9A.14 Except as expressly provided otherwise, this Agreement does not transfer ownership of, or create any licences (implied or otherwise), in any IPR in any data.

9A.15 The Buyer requires all contractors engaged in the processing of Personal Data to sign and implement its GDPR Addendum which is available at Schedule F. The Supplier shall execute and return such signed GDPR Addendum upon signing this Agreement.

10. **FORCE MAJEURE**

10.1 A "**Force Majeure Event**" means an event or circumstance or combination of events and/or circumstances not within reasonable control of the Affected Party (as defined in Clause 10.2 below) without the fault or negligence of the Affected Party which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, break-out of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargos, explosions, fires, floods, unusually severe weather conditions which would not reasonably have been anticipated, tempests, or failures of supply of electrical power, or public telecommunications equipment lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Supplier (or sub-supplier or agent) places of business.

10.2 In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party (the "**Affected Party**") shall promptly notify the other Party in writing specifying:

10.2.1 the nature of the Force Majeure Event;

10.2.2 the anticipated delay in the performance of obligations;

10.2.3 the action proposed to minimise the impact of the Force Majeure Event;

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

10.3 If the Force Majeure Event continues for fourteen (14) calendar days the Buyer may terminate this Agreement by giving notice in writing to the Supplier.

10.4 In circumstances where the Supplier is the Affected Party, the Buyer shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Supplier in accordance with the terms and conditions of this Agreement.

10.5 Unless otherwise instructed by the Buyer, the Supplier shall recommence performance as soon as possible after the Force Majeure Event has ceased.

11. **TERMINATION**

11.1 Subject to any earlier termination in accordance with the provisions herein, this Agreement shall be for the Term unless the Buyer, at its sole discretion, wishes to extend the Term by such additional period as is specified in **Schedule B** hereto, in which case it shall notify the Supplier of such additional period at least 30 days prior to the expiry of the Term, and the Agreement shall then continue until the expiry of that additional period (again, subject to any earlier termination in accordance with this Agreement).

11.2 Notwithstanding the foregoing, the Buyer may at any time during the Term of this Agreement on giving the Supplier such notice as is set out in **Schedule B**, terminate this Agreement for any reason whatsoever without liability or compensation to the Supplier. In this event, it is expressly agreed that the Supplier shall be entitled to payment in respect of Goods and Services ordered prior to the date of termination only (provided they are subsequently delivered in accordance with the agreed terms) and the Supplier shall not have any other claim or demand for payment against the Buyer.

11.3 This Agreement may be terminated by the Buyer forthwith by notice in writing to the Supplier if the Supplier (or its Personnel) shall at any time:

11.3.1 commit any serious or persistent breach or non-observance of the terms or provisions of this Agreement which either cannot be remedied or, if capable of remedy, have not been remedied

by the Supplier within such period as the Buyer may specify; or

11.3.2 be guilty of any fraud or serious misconduct or neglect in the discharge of his duties hereunder or be convicted of any criminal offence or commit any act of dishonesty; or

11.3.3 have a receiver, manager or examiner appointed over it or over any part of its undertaking or assets, or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or have a petition presented for its winding up or for the appointment of an examiner to it or shall enter into any composition or arrangement with its creditors or cease or threaten to cease to carry on its business.

11.4 Where applicable, the Buyer shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Buyer becomes aware that any of the excluding circumstances listed in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 apply to the Supplier.

11.5 Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any Purchaser Order nor any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination, including for the avoidance of doubt Clauses 1.5, 1.6, 6.1.8, 7, 8, 9, 11, 12.5, 22, 25 and 31 of this Agreement.

11.6 On completion or termination of this Agreement, howsoever arising, the Supplier shall immediately return all confidential information, records, papers, materials, media and other property of the Buyer which is in its possession. As an exception to its obligations under this Clause 11.6 the Supplier may retain one copy of the confidential information and records in paper form in the Supplier's legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Agreement.

11.7 If this Agreement expires or is terminated for any reason, the Supplier shall co-operate fully with the Buyer or any Subsequent Supplier to ensure an orderly provision of the Goods and Services to the Buyer or at the Buyer's request to any Subsequent Supplier.

11.8 If requested, the Supplier shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Goods and Services as may be required by the Buyer. The Supplier agrees to the Buyer releasing any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the Goods and Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

11.9 The Supplier agrees that between notice of termination of this Agreement being served by either party and the date of termination of this Agreement, the Supplier will not vary, purport or promise to vary the terms and conditions of employment of the Personnel assigned by the Supplier to this Agreement.

12. CONTRACT MANAGEMENT AND RIGHTS OF INSPECTION AND AUDIT

12.1 The Buyer's Contact and the Supplier's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Buyer from time to time. If requested in writing by the Buyer, the Supplier shall meet formally with the Buyer to report on progress and shall comply with all written directions of the Buyer.

12.2 The Supplier agrees to:

12.2.1 liaise with and keep the Buyer's Contact fully informed of any matter which might affect the observance and performance of the Supplier's obligations, including delivery times;

12.2.2 comply with the reporting arrangements and protocols required by the Buyer from time to time; and

12.2.3 comply with all reasonable directions of the Buyer.

12.3 The Buyer or its authorised representative may inspect the Supplier's premises, lands and facilities (or such part or parts thereof and the premises of any sub-supplier or agent) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Supplier shall comply with all reasonable directions of the Buyer thereby arising. The cost of inspection shall be borne by the Buyer.

12.4 The Buyer reserves the right to carry out an audit of all appropriate books and records of the Supplier relating to the performance of this Agreement at any time, as and when the Buyer determines this to be necessary.

12.5 The Supplier shall maintain accurate records at all times. In particular the Supplier shall retain all appropriate financial, statistical, administrative and all other relevant supporting papers and records in both hard and electronic form in relation to the performance of this Agreement and shall make all such records and papers available to the Buyer and its authorised representatives upon reasonable notice for the duration of this Agreement and for a period of seven (7) years following the date of this Agreement, or for such longer period as the Buyer may request.

12.6 The Buyer may conduct the audit contemplated by this Clause 12 either with its own internal resources or by utilising the services of a third party auditing firm, in the Buyer's absolute discretion. The Buyer may copy, at its own expense, any record mentioned by this clause.

12.7 The Buyer reserves the right to meet with the Supplier's external auditors to discuss any issues that it may identify which could impact on the delivery and/or perform of the Goods and Services contemplated in this Agreement to the Buyer.

12.8 The records referred to in Clause 12.4 hereof shall include, without limitation, such information, data, ledgers, bank statements, accounts, authorities, directions and instructions to the Supplier's auditors, accountants, banks and other servants or agents, and any other papers which may be reasonably necessary to enable the Buyer to exercise its right of audit to satisfy itself that the Supplier has complied with the terms of this Agreement.

13. DISPUTE PROCEDURES

13.1 Subject to Clause 31 and to the Parties' respective rights to apply to the courts upon any cause of action at any time, the Parties shall

seek to resolve any disputes between them, arising out of or relating in any way to the issues covered by the Agreement, amicably.

13.2 In the event of any dispute between the Parties in relation to this Agreement, the Buyer's Contact and the Supplier's Contact referred to in **Schedule B** shall endeavour to resolve such dispute within fourteen (14) days of the matter being referred to them. If they are unable to resolve the dispute within this period the matter shall be referred to the Second Level Representatives of the Parties referred to in **Schedule B**, who shall endeavour to resolve it within a further 14 days from the date it was referred to them. In the event that the Parties are unable to resolve the dispute within this period, the Parties will attempt to settle it by mediation before such mediator as the parties shall agree. To initiate the mediation a party must give notice in writing to the other party to the dispute requesting mediation and the mediation will start, unless otherwise agreed by the parties, within 28 days of one party issuing a request to mediate to the other. If the Parties are unable to agree on a mediator, the mediator will be nominated by President of the Law Society of Ireland upon request from either of the Parties. The commencement of mediation will not prevent the parties commencing or continuing an arbitration. If the dispute is not settled by mediation within 14 days of commencement of the mediation or within such further period as the parties may agree in writing, the dispute shall be referred to and finally resolved by arbitration. The President of the Law Society of Ireland shall be the appointing body. The UNCITRAL rules in force at the time arbitration is initiated shall apply. In any arbitration commenced pursuant to this clause, the number of arbitrators shall be 1 and the seat or legal place of arbitration shall be Dublin, Ireland, unless otherwise agreed by the Parties.

14. **NOTICES**

14.1 Any notice or other communication required to be given under this Agreement shall be in writing addressed to the relevant Party at the address set out in this Agreement for such party and may be sent by prepaid registered post, email or facsimile transmission. Any such notice or other communication will be deemed to have been duly served or given:

14.1.1 if posted by registered post at the expiration of forty-eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered);

14.1.2 if personally delivered, at the time of delivery; or

14.1.3 if sent by email, on the first day following successful transmission.

14.2 If notice is not given or served during usual business hours on a day other than a Saturday or Sunday or a statutory or public holiday in Ireland it will be deemed to have been given or served on the next day which is not a Saturday or Sunday or a statutory or public holiday.

15. **ASSIGNMENT**

This Agreement shall be assignable in whole or in part by the Buyer but shall not be assignable in any way by the Supplier.

16. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and undertaking of the Parties, and any and all previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement. It is expressly agreed, without prejudice to the foregoing, that any standard terms or conditions of supply of the Supplier (including those which appear on any documents furnished by the Supplier in the course of providing and/or performing the Goods and Services) shall not be applicable.

17. **SEVERABILITY**

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

17A. **WAIVER**

The rights of the Buyer shall not be prejudiced or restricted by any indulgence or forbearance extended to the Supplier, and no waiver by the Buyer in respect of any breach will operate as a waiver in respect of any subsequent breach. No failure or delay by the Buyer in exercising any rights or remedy will operate as a waiver thereof, nor will any single or partial exercise or waiver of any right or remedy by the Buyer prejudice its further exercise or the exercise of any other right or remedy by Buyer.

18. **MEDIA**

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

19. **CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS**

19.1 The Supplier confirms that it has carried out a conflicts of interest check and is satisfied that it has no conflicts in relation to the Goods and Services and its obligations undertaken under this Agreement. The Supplier hereby undertakes to advise the Buyer forthwith should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Buyer's directions in respect thereof.

19.2 Any registrable interest involving the Supplier (and any sub-supplier or agent as the case may be) and the Buyer, 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 Buyer immediately upon such information becoming known to the Supplier (sub-supplier or agent as the case may be) and to comply with the Buyer's directions in respect thereof. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995, as may be amended or revised from time to time.

19.3 The Supplier shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this Clause 19.3 or the commission of any offence by the Supplier, any sub-supplier, agent or employee under the Prevention of Corruption Acts 1889 to 2005 shall entitle the Buyer to terminate this Agreement forthwith and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Supplier of the amount or

value of any such gift, consideration or commission.

20. **ACCESS TO PREMISES**
To the extent applicable, any of the Buyer's premises made available from time to time to the Supplier by the Buyer in connection with this Agreement, shall be made available to the Supplier on a non-exclusive licence basis and shall be used by the Supplier solely for the purpose of performing its obligations under this Agreement. The Supplier shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

21. **NON-SOLICITATION**
For the Term and for a period of twelve (12) months thereafter the Supplier shall not employ or offer employment to any of the Buyer's Personnel without the Buyer's prior written consent.

22. **CHANGE CONTROL**

22.1 Both Parties agree that any request for changes to the nature, type or scope of the Goods and Services to be supplied will be processed in writing according to the following procedure (the "**Change Control Procedure**").

22.2 At any time during the term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.

22.3 The Change Control Procedures set out herein will apply to all changes irrespective of whether the Supplier or the Buyer proposes the change.

22.4 A change control notice ("**Change Control Notice**") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the provision of the Goods and Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("**Impact Assessment**").

22.5 All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.

22.6 The Parties must indicate their acceptance or rejection of the Change Control Request and/or Impact Assessment within a reasonable timeframe of its submission for review, subject to a maximum of twenty (20) calendar days or such other period as may be agreed between the Parties.

22.7 On approval of an Impact Assessment, this Agreement and/or the Schedules shall be updated and revised to the extent necessary.

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

23. **SUB-CONTRACT**
The Supplier shall not sub-contract any aspect of the provision of Goods to any third party without the prior written consent of the Buyer.

24. **SUCCESSION**
This Agreement shall ensure for the benefit of and be binding upon the respective Parties hereto and their respective heirs, administrators, successors and permitted assigns.

25. **AMENDMENT**
This Agreement may only be amended by written agreement of those authorised representatives of the Parties who are specified in **Schedule B**.

26. **LIABILITY OF BUYER**
The Buyer's aggregate liability to the Supplier under this Agreement shall not exceed the balance of any sums which remain unpaid under any Purchase Order. Liability is not limited or excluded where this is not permitted by law.

26A. **RIGHTS OF THIRD PARTIES**
The parties to the Agreement do not intend that any term of the Contract shall be enforceable by any legal or natural person that is not a party to it.

27. **DEDUCTIONS**
In the event the Buyer suffers any loss, expense and/or damage as a result any act or negligence or breach of contract by the Supplier then Buyer may deduct, withhold or recover the amount of such loss, expense and/or damage from the Supplier. If any sum of money shall be due from the Supplier to the Buyer, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under this Agreement or any other agreement with the Buyer.

28. **ETHICS AND OBLIGATIONS**
The Parties agree at all times in performing their obligations under this Agreement to comply with the Ethics in Public Office Acts 1995 and 2001 and the Prevention of Corruption Acts 1889 to 2010.

29. **EXECUTION**
This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

30. **GOVERNING LAW AND CHOICE OF JURISDICTION**
This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland.

SCHEDULE B

The Specification and Particulars Of The Supplier

<table>
<tr><td>Expiry Date of Agreement</td><td></td></tr>
<tr><td>Buyer's Reference</td><td></td></tr>
<tr><td>Supplier</td><td></td></tr>
<tr><td>Term of Agreement</td><td>[•] to [•]</td></tr>
<tr><td>Additional Period</td><td>[•] months</td></tr>
<tr><td>Notice Period</td><td>30 calendar days</td></tr>
<tr><td>Goods and Services</td><td></td></tr>
<tr><td>Key Performance Indicators for Managing the Agreement</td><td>Key Performance Indicators separate to cost that contract /annual renewal may be based on the samples below;
Project Organisation & Mobilisation
Delivery of projects on time and within budget
Project team experience & performance inc. relationship management/communication with key stakeholders
Quality of final deliverables</td></tr>
<tr><td>Buyer's Contact - name and contact details</td><td></td></tr>
<tr><td>Supplier's Contact - name and contact details</td><td></td></tr>
<tr><td>Second Level Representative of the Buyer for dispute resolutions</td><td></td></tr>
<tr><td>Second Level Representative of the Supplier for dispute resolutions</td><td></td></tr>
<tr><td>Buyer's Representatives who are Authorised to Amend this Agreement</td><td></td></tr>
<tr><td>Supplier's Representatives who are Authorised to Amend this Agreement</td><td></td></tr>
<tr><td>Insurance</td><td><table><tr><th>Insurance</th><th>Indemnity limit</th></tr><tr><td>Employer’s Liability Insurance</td><td>€13,000,000</td></tr><tr><td>Public Liability Insurance</td><td>€10,000,000
€6,500,000</td></tr><tr><td>Professional Indemnity Insurance</td><td>€3,500,000
€6,500,000</td></tr></table></td></tr>
<tr><td>Price Matrix (ex VAT)</td><td></td></tr>
<tr><td>Permitted Expenses</td><td></td></tr>
<tr><td>Additional Terms and Conditions</td><td></td></tr>
<tr><td>Clause 1.10 - Advanced Payment Bond</td><td>Applies - The Supplier is to provide an Advance Payment Bond for the sum of [insert sum]

OR

Not Applicable</td></tr>
</table>

SCHEDULE C Special Conditions

A provision in this schedule shall apply ONLY IF marked as "applies".

These conditions are in additional to those set out in Schedule A.

[TO BE INSERTED WHERE RELEVANT]

SCHEDULE D Buyer's ITT

INCLUDING ANY CLARIFICATIONS ISSUED BY THE BUYER

The [ITT Title, date and any reference number] and [Clarifications title, date and any reference number] are hereby incorporated by reference into this Agreement.

SCHEDULE E Supplier's Submission

INCLUDING ANY CLARIFICATIONS ISSUED BY THE SUPPLIER

The [Submission Title, date and any reference number] and [Clarifications Title, date and any reference number] are hereby incorporated by reference into this Agreement.

SCHEDULE F Advance Payment Bond

THIS BOND is made as a deed BETWEEN the following parties whose names and registered office addresses are set out in Schedule a to this Bond (the "Schedule")

The “Supplier”,

The “Guarantor”, and

The “Customer”

WHEREAS

A. By a contract (the "Contract") entered into or to be entered into between the Customer and the Supplier details of which are set out in the Schedule the Supplier has agreed with the Customer to supply goods and/or performance services (the “Works") upon and subject to the terms and conditions therein set out and to make an advance payment of the sum specified in the Schedule (the “Advance Payment”).

B. In consideration of the Contract and the Advance Payment the Guarantor has agreed with the Customer at the request of the Supplier to guarantee the performance of the obligations of the Supplier under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2.

NOW THIS DEED WITNESSES as follows: -

1. The Guarantor guarantees to the Customer, as primary obligor, that in the event of a breach of the Contract by the Supplier or the Supplier becoming insolvent the Guarantor shall on written demand subject to the provisions of this Bond, satisfy and discharge the damages sustained by the Customer as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract taking into account all sums due to the Supplier under the Contract. .
2. The maximum aggregate liability of the Guarantor and the Supplier under this Guarantee Bond shall not exceed an amount equal to the Advance Payment.
3. On Expiry this bond shall this bond shall expire and become null and void, whether returned to the Guarantor for cancellation or not, and any demand received after Expiry shall be ineffective. Expiry shall occur when the Works identified in the Schedule have been delivered and accepted in accordance with the Contract.
4. The Customer’s demand under this Bond shall be delivered to the Guarantor’s address specified in the Schedule by hand or registered post stating:
    a. the Supplier has failed to perform the Contract in accordance with its terms and conditions or the Contractor is insolvent;
    b. the sum claimed.
5. The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Customer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Bond.
6. The Supplier having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Customer or the Guarantor against the Supplier) to perform and discharge the obligations on its part set out in the Contract.

7. This Guarantee Bond and the benefits thereof may be assigned by the Customer to any party to whom the benefits of and/or obligations under the Contract are being or have been assigned on written notice to, but without the prior written consent of, the Guarantor and the Supplier but shall not otherwise be assigned by the Customer without the prior written consent of the Guarantor and the Supplier.
8. The parties to this Guarantee Bond do not intend that any of its terms will be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it.
9. This Guarantee may only be amended, modified, or supplemented in writing and signed for and on behalf of each of the parties and may only be waived through an instrument in writing signed for and on behalf of each of the parties.
10. This Guarantee Bond shall be governed by and construed in accordance with the laws applicable to the Contract and any disputes arising under or in respect of this deed shall be resolved in accordance with any applicable provisions of the Contract.
11. The decision of a court or arbitrator in a dispute between the Customer and the Supplier will be binding on the Guarantor as to all matters concerning a breach of the Contract, termination under the Contract and the Supplier's liability.

THE SCHEDULE

The Supplier: [SUPLLIER NAME] whose registered office is at [INSERT ADDRESS]

The Guarantor : [SUPLLIER NAME] whose registered office is at [INSERT ADDRESS]

The Customer: Waterways Ireland whose address is at 2 Sligo Road, Enniskillen, Co. Fermanagh, BT74 7JY.

The Contract: A Contract dated the XX day of XXXX 202X for [INSERT SHORT DESCRIPTION] [OR]

to be entered into between the Customer and the Supplier in the form of Waterways Ireland's standard terms for [INSERT SHORT DESCRIPTION]

Advance Payment Sum: The Sum of (£/€)

Relevant Works: [INSERT DESCRIPTION OF WHAT THE BOND IS COVERING]

Signed by: ……
on behalf of **[insert supplier/contractor name]**

Position: …….....

In the Presence of: …….....

Dated: …….....

Common Seal of
[insert supplier/contractor name]

Signed by: …….....
on behalf of **[Waterways Ireland]**

Position: …….....

In the Presence of: …….....

Dated: …….....

Common Seal of
Waterways Ireland

SCHEDULE G Data Processing Addendum

Waterways Ireland requires all contractors engaged in the processing of **Personal Data** to sign and implement this GDPR Addendum to contract, in compliance with the EU General Data Protection Regulation (GDPR) which became effective from 25th May 2018.

What is the EU General Data Protection Regulation (GDPR)?
A new Data Protection Regulation which in effect harmonises data protection laws throughout the EU and provides a comprehensive modern framework for data protection. In May 2018, new Data Protection Acts were introduced in the UK and Ireland to provide context for the application of GDPR in each country. The UK's decision to leave the EU will not affect the commencement of GDPR and its relevance to Northern Ireland.

Legislation:

EU General Data Protection Regulation
(https://ec.europa.eu/info/files/regulation-eu-2016-679-protection-natural-persons-regard-processing-personal-data-and-free-movement-such-data_en)

Data Protection Act 2018 (United Kingdom)
http://www.legislation.gov.uk/ukpga/2018/12/pdfs/ukpga_20180012_en.pdf
Data Protection Act 2018 (Ireland)
https://data.oireachtas.ie/ie/oireachtas/act/2018/7/eng/enacted/a0718.pdf

GDPR DEFINITIONS FOR IMMEDIATE REFERENCE

GDPR: General Data Protection Regulation *(Regulation (EU) 2016/679)*

LED: Law Enforcement Directive *(Directive (EU) 2016/680)*

Data Protection Legislation: (i) the GDPR, the LED and any applicable UK and Ireland implementing Laws as amended from time to time (ii) the UK and Ireland Data Protection Acts 2018 [subject to enactment] to the extent that they relate to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

Data Controller: is a natural or legal person or organisation which determines the purposes and means of processing personal data. Waterways Ireland is the Data Controller in the case of contracts awarded by the body.

Data Processor: is a natural or legal person or organisation which processes personal data on behalf of a Controller. The Contractor awarded a contract by Waterways Ireland is the Data Processor acting on our behalf.

Sub-processor: any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

Data Protection Officer: the contact persons appointed both by the Controller and the Processor responsible for the effective compliance with Data Protection legislation and providing advice and guidance.

Personal data: is data that relates to an identifiable living person i.e. the **'Data Subject'.** For example, this could include a person's:

- Name
- Address
- Phone number
- Date of Birth
- Bank Details
- Email Address

Special Categories of Personal Data: GDPR refers to sensitive personal data as 'Special Categories of Personal Data'. This relates to an identifiable living person but reveals any of the following:

- Race or ethnicity

- Political opinions
- Religious or similar beliefs or other beliefs
- Physical or mental health
- Sexual orientation
- Trade Union Membership
- Biometrics (where used for ID purposes)

Note: GDPR applies to both automated and manual filing systems which hold personal and sensitive data, where such data are accessible according to specific criteria.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 such measures adopted by it.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

1. DATA PROTECTION CONTEXT

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule 1B by the Client and may not be determined by the Contractor.

1.2 The Contractor shall notify the Client immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation.

1.3 The Contractor shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Client, include:

(1.3.1) a systematic description of the envisaged processing operations and the purpose of the processing;

(1.3.2) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(1.3.3) an assessment of the risks to the rights and freedoms of Data Subjects; and

(1.3.4) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

(1.4.1) process that Personal Data only in accordance with **Schedule 1B**, unless the Contractor is required to do otherwise by Law. If it is so required, the Contractor shall promptly notify the Client before processing the Personal Data unless prohibited by Law;

(1.4.2) ensure that it has in place Protective Measures, which have been reviewed and approved by the Client as appropriate to protect against a Data Loss Event having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(1.4.3) ensure that:

(i) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1B);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

(a) are aware of and comply with the Contractor's duties under this clause;

(b) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

(c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Client or as otherwise permitted by this Agreement; and

(d) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(1.4.4) not transfer Personal Data outside of the EU unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(i) the Client or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46) as determined by the Client;

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

(iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Client in meeting its obligations); and

(iv) the Contractor complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

(1.4.5) at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Contractor shall notify the Client immediately if it:

(1.5.1) receives a Data Subject Access Request (or purported Data Subject Access Request);

(1.5.2) receives a request to rectify, block or erase any Personal Data;

(1.5.3) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(1.5.4) receives any communication from the Information Commissioner's Office UK, the Data Protection Commissioner's Office in Ireland, or other regulatory authority in connection with Personal Data processed under this Agreement;

(1.5.5) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

or

(1.5.6) becomes aware of a Data Loss Event.

1.6 The Contractor's obligation to notify under clause 1.5 shall include the provision of further information to the Client in phases, as details become available.

1.7 Taking into account the nature of the processing, the Contractor shall provide the Client with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:

(1.7.1) the Client with full details and copies of the complaint, communication or request;

(1.7.2) such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(1.7.3) the Client, at its request, with any Personal Data it holds in relation to a Data Subject;

(i) assistance as requested by the Client following any Data Loss Event;

(ii) assistance as requested by the Client with respect to any request from the Information Commissioner's Office UK or the Data Protection Commissioner's Office in Ireland or any consultation by the Client with the Information Commissioner's Office UK or the Data Protection Commissioner's Office in Ireland.

1.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

(1.8.1) the Client determines that the processing is not occasional;

(1.8.2) the Client determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

(1.8.3) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Contractor shall allow for audits of its Data Processing activity by the Client or the Client's designated auditor.

1.10 The Contractor shall designate a data protection officer if required by the Data

Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

(i) notify the Client in writing of the intended Sub-processor and processing;

(ii) obtain the written consent of the Client;

(iii) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause [1.11] such that they apply to the Sub- processor; and

(i v) provide the Client with such information regarding the Sub-processor as the Client may reasonably require.

1.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

1.13 The Client may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office UK or the Data Protection Commission in Ireland, as is relevant to the jurisdiction of this contract. The Client may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office UK or the Data Protection Commission Office in Ireland.

SCHEDULE 1B

GDPR SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The Contractor shall comply with any further written instructions with respect to processing by the Client.

2. Any such further instructions shall be incorporated into this Schedule 1B.

Description	Details
Subject matter of the processing	*[This should be a high level, short description of what the processing is about i.e. its subject matter]*
Duration of the processing	*[Clearly set out the duration of the processing including dates]*

Nature and purpose of the processing	*[Please be as specific as possible, but make sure that you cover all intended purposes.* *The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.* *The purpose might include employment processing, statutory obligation, recruitment assessment etc.]*

Type of Personal Data	*[Examples here include name, address, date of birth, National Insurance Number (UK) or Personal Public Service Number (Ireland), telephone number, pay, images, biometric data etc.]*
Categories of Data Subject	*[Examples include Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]*
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	*[Describe how long the data will be retained for, how it be returned or destroyed]*

Name of Waterways Ireland representative:	
Signature of Waterways Ireland representative:	
Date:	
Name of Processor's representative:	
Signature of Processor's representative:	
Date:	