BORD BIA

IRISH FOOD BOARD

REQUEST FOR TENDER

CONTRACT

Title:	**Invitation to Tender for Strategic Media Advisory and Auditing Services for the Irish Market**
Contracting Authority:	**Bord Bia**
Procedure:	Open
eTenders/OJEU ref:	CFT ID: 9444759
Issue Date:	6th November 2026
Closing Date for Queries (Irish Time):	23rd November 2026 @ 12:00 noon (Irish Time)
Tender Submission Deadline (Irish Time):	7th December 2026 @ 12:00 noon (Irish Time)
Submissions and Queries via:	eTenders only

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Disclaimer

This document issued herewith ("the Document") is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

Note

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

The Contracting Authority have provided a **Tender Response Document** as a separate document for tenderers to use in preparing their response to this tender.

This document and format must be used.

1 About the Contracting Authority

1.1 The Contracting Authority

Bord Bia (hereinafter referred to as the "Contracting Authority") is the authority responsible for this procurement.

Bord Bia, the Irish Food Board, is the government agency responsible for the promotion of the food, drink, and horticulture industry, bringing Ireland's outstanding produce to the world, thus enabling the growth and sustainability of our producers.

As a force for insight, reputation building and fostering an entrepreneurial and skills culture in the industry, we contribute to its sustainable growth at home and abroad.

With headquarters in Dublin, Bord Bia has a network of overseas offices in Amsterdam, Dubai, Dusseldorf, Lagos, London, Madrid, Milan, New York, Paris, Shanghai, Singapore, Stockholm, Tokyo, and Warsaw. More detailed information is available at www.bordbia.ie.

1.2 Small and Medium Enterprise participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 Specification of Requirements

2.1 Scope of Requirements under the Contract

Overview and Objectives:

Bord Bia is seeking to appoint an independent media auditor and strategic media adviser who will help Bord Bia maximise the effectiveness, transparency and value for money of its Irish market media investment

A detailed specification is available in **Appendix A**

2.2 Duration of the Contract

The contract will be for a period of twenty-four [24] months The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory performance, budget availability and ongoing business needs. The number and duration of extensions will be up to a maximum of 2 x 12-months.

2.3 Estimated Value for the Contract

The Contracting Authority estimates that the maximum expenditure range on the services to be covered under the proposed Services Contract may amount to between €280,000 and a maximum potential spend of €310,000 excluding VAT over the term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and projected usage requirements.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the contract.

3 Contract Management

3.1 Contract Manager

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority
- Provide regular reports on performance as agreed with the Contracting Authority
- Meet as and when required to review and examine performance.
- Deal with disputes, complaints or concerns that cannot be adequately resolved.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings

3.2 Compliance with the Terms and Conditions of the Contract

Award of contract will be conditional upon acceptance of the Contracting Authority's Terms and Conditions as appended at the relevant Appendix.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (*Section 6*) of this document.

3.3 Award to Runner Up

If, following the award of a contract, the successful tenderer cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.

This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4 Selection Criteria

The Contracting Authority is using the **Open** procedure for the award of this contract, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderer's qualifications, tenderers are required to provide the information set out below in the **Tender Response Document (TRD)** which is based on a self-declaration model. However, tenderers are required to provide the minimum information required.

4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with *Section 4.3* on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the standing of other Entities

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic, or technical capacity requirements of the competition, if required.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium/joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

4.3 General Declarations and Financial Capacity Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information	
Tenderers will either pass OR fail each of the Selection Criteria in section 2.2 in the tender response document. A tenderer who fails a selection criterion will be excluded from participating in this competition Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.	
Financial and Economic Standing	
Tax Compliance	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.
Financial Capacity	*(a)* Confirmation that the tendering party's turnover exceeded €350,000 for **each of the last three years** or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. ***(these figures must be provided in the tender response document section 2.2, failure to submit these figures will result in elimination from the evaluation process)*** (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract, but the figures must be provided in the Tender Response Document. Failure to do so will result in elimination from further evaluation.
Insurance	Confirmation of the following insurances being in place:

Insurance Type	Required Level
Employer's Liability * * *If the tenderer is a sole trader with no employees, Employers Liability insurance is not required*	€13 million (if applicable)
Public Liability	€6.5 million
Professional Indemnity	€1.3 million for each and every claim
Product Liability	€6.5 million

Declaration
Complete the Declaration of Bona Fides as per **Art. 57 of Directive 2014/24/EU** as implemented by Regulation SI 284 of May 2016 and as contained in the Tender Response Document. Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required. Complete the Article 5K Declaration regarding the EU regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a **pass or fail** basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

4.4 Human Rights and Ethical Employment (Pass / Fail)

Compliance with Human Rights, Ethical Employment and Labour Standards

Requirement
Tenderers must demonstrate that they, and any subcontractors or labour agencies engaged in the delivery of the Services, comply with internationally recognised human rights and labour standards, including but not limited to:

- Compliance with applicable Irish, EU and local employment and labour legislation
- Prohibition of forced labour, bonded labour and child labour
- Lawful working hours, fair wages and lawful payment practices
- Equal treatment, dignity at work and non-discrimination-discrimination
- Safe and healthy working conditions
- Respect for worker privacy and lawful processing of personal data
- Responsible management of subcontractors and labour providers

Tenderers must complete a Declaration of Compliance in the Tender Response Document confirming that:

1. No forced, trafficked or child labour is used
2. Workers retain full access to wages, personal bank accounts and identity documents
3. Health and safety obligations are met for all workers, including temporary or overseas staff
4. Subcontractors are subject to equivalent human rights standards
5. Any identified or alleged human rights breaches will be promptly notified to the Contracting Authority

Supporting documentation is not required at tender stage but may be requested prior to award or during contract delivery.

4.5 Technical Capacity Requirements

Previous Experience
Tenderers must provide evidence of the successful delivery of three (3) previous projects of comparable scope and complexity **within the last three (3) years**, incorporating the features specified in Appendix A with only one (1) of these from Bord Bia, (this is a pass or fail criteria, failure to provide three (3) previous projects as above will result in elimination from the evaluation process).

4.6 Presentation of proposals

Tenderers may be required to make a presentation of the proposal contained in their Tender. The contracting Authority will not be responsible for the cost of such presentations. Performance at presentations will not be evaluated.

5 Award Criteria

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The Tender Response Document **MUST** be used for the submission of tender responses. Evaluation will only be made on the basis of what is submitted in the Tender Response Document (in the format requested) and any supporting documentation will be treated as clarification documents only.

The contract will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

Criterion A	**Weighting**	**Maximum Marks**	**Minimum Marks**
	20%	2000	n/a
Title	**Cost**		
Description	Please use the Pricing template included in the Tender Response Document *Tenderers are required to outline their cost proposal by completing and signing the attached Form of Tender in the Tender Response Document.*		
Criterion B	**Weighting**	**Maximum Marks**	**Minimum Marks** 50%
	10%	1500	750
Title	**Championing Sustainability within your Organisation**		
Description	Tenderers should address the following in their response: • Company sustainability and CSR initiatives: provide specific, evidenced examples of current and planned policies, targets, measurement and progress relating to carbon reduction, energy, travel, plastics, waste, water, procurement, environmental management, staff participation and community engagement. • Client-facing sustainability initiatives and services: describe the tools, advice, auditing and reporting used to help clients measure and reduce the carbon footprint and wider environmental impact of media planning and delivery, supported by relevant examples and measurable outcomes.		

Criterion C	**Weighting**	**Maximum Marks**	**Minimum Marks** 50%
	40%	4000	2000
Title	**Proposed Methodology for Delivery of the scope of this project**		
Description	Tenderers must provide clear and comprehensive information to enable the Contracting Authority to assess their offer under service delivery. Please provide a clear, practical and evidenced methodology for the Key Deliverables (see page 24), addressing the following in this order: · Brief, strategy and pre-campaign reviews: approach, timing, evidence base and actionable recommendations before approval or booking. **(350 marks)** · Quarterly audits and annual strategic review: spend reconciliation, delivery validation, cost and quality assessment, issue identification, optimisation and annual learnings. **(1200 marks)** · KPI framework and benchmarking: KPI review across the media funnel and details of the Irish media benchmark database/pool, methodology, licences held by medium and licence owner(s) and market coverage. **(450 marks)** · Digital, retail media and content creator auditing: channel-specific auditing, verification, transparency, audience quality, fraud detection, brand safety, performance measurement and optimisation **(350 marks)** · Data governance and transparency: data templates, collection, validation, ownership, audit trails, escalation and Transparency Report**. (300 marks)** · Dashboard and analytics: dashboard model, access, management, refresh, reporting outputs and a case study showing how predictive or prescriptive analytics influenced media investment decisions and outcomes. **(350 marks)** · Commercial agreement and agency performance review: review against commitments and KPIs **(300 marks)** · · Trading income, rebates and contract compliance: approach to identifying, quantifying and recovering rebates, volume bonuses, value in kind and principal trading margins; experience of group-level compliance auditing; approach to allocation methodology testing; and evidence of value recovered for comparable clients. **(300 marks)** · · Media agency tender support: scope development, technical and cost review, evaluation, clarification, negotiation, transition and conflict management. **(400 marks)**		

Criterion D	**Weighting**	**Maximum Marks**	**Minimum Marks** 50%
	30%	**3000**	**1500**
Title	**Quality, Quantity and Balance of Resources**		
Description	Tenderers must provide clear and comprehensive information to enable the Contracting Authority to assess their offer under service delivery. Please ensure you address how you propose to provide the service detailing your planned methodology. Tenderers should address the following in their response: • Proposed team structure and capacity: named personnel and experts, roles, responsibilities, seniority, availability and time allocation. Resilience and continuity: succession planning, cover arrangements, knowledge transfer and continuity for key personnel over the contract term. **(1100 marks)** • Qualifications, competencies and individual experience: relevant qualifications, technical expertise and evidence of applying the required skills in comparable assignments. Relevant organisational and client experience: Irish media auditing, strategic advisory and effectiveness experience across relevant B2C, B2B, food, drink, horticulture, retail, public-sector or comparable work, supported by case examples or references. **(1900 marks)** *Tenderers should provide comprehensive information on the team/person proposed clearly indicating each team members' contribution to the project, their precise roles, and responsibilities.*		

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

5.1 Methodology for calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide tender	**A**
Cost for the tender being evaluated	**B**
Maximum Points available for Cost	**C**
Formula employed	$\frac{A \times C}{B}$

5.2 Methodology for scoring Qualitative Criteria

Score	Category	Description
90 – 100%	Exceptional	An exceptional response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable and considered ineligible from further consideration		

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

5.3 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

5.4 Verification

Award of contract may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

5.5 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

5.6 Right to Confirm Suitability

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

6 Instructions for Tenderers

6.1 Closing Date for Tenders

The closing date for tender submission is specified on the title page.

It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can upload a submission.

6.2 Submission of Tenders

The Contracting Authority is using the tender postbox facility, and tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. **Only** tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time. Tenderers should consider the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic post-box and a one-hour limit for upload. In order to submit a document to the electronic post-box, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

6.3 Queries

The closing date for submitting queries is specified on the title page.

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible.

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

6.4 Extension of the Tender Deadline

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

6.5 Tender Validity Period

To allow sufficient time for tender assessment a tender validity period of [9 months] is required, this period commencing on the closing date by which the Tenders are to be returned.

6.6 Discrepancies between Documents

A PDF version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Formatting of Tenders / Amending Tender Documents

Tenderers **must** ensure they use the **Tender Response Document (TRD)** when preparing their submission.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

6.8 Collusive Tendering

If any tendering party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its tenders, the bid submitted by such tendering party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.9 Confidentiality

After the official opening of tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of the contract may result in the rejection of that tender.

6.10 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or

substance of the tender shall be sought, offered, or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

6.11 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

6.12 Change in the composition of a Tender

Where a change in composition of a tender arises, this must be notified in writing to the Contracting Authority and formally approved by them.

The Contracting Authority reserves the right, but is not obliged, to disqualify any tenderer that makes any change to its composition after submission of a tender.

6.13 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.14 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority, or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.15 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation

to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

6.16 Right Not to Award

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

The Request for Tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

6.17 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Establishment of Award of Contract
- Letter of Regret
- Decision not to proceed with the Award of Contract

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period (for EU tenders only); scores of tenderer being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers (‘standstill period’).

6.18 Award Notices

Following the award of contract, an award notice will be dispatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.19 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

6.20 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.21 Brand Names, etc.

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

6.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts.

6.23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the successful tenderer's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

6.24 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

6.25 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law.

6.26 Anti-Competitive Conduct

Tenderers should take notice of the Competition Act 2002 (as amended, the "2002 Act"), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

6.27 Accessibility / Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

6.28 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

6.29 Freedom of Information

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

6.30 Late Payment

The Contracting Authority operates in accordance with Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

6.31 Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 ("General Data Protection Regulation" (GDPR)) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any guidelines and codes of

practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the tenderer in response to this Request for Tender.

The tenderer, as Controller in respect of any Personal Data provided by it in its tender, is required to confirm by way of statement in the "Declarations" section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the tenderer have consented to the processing of such Personal Data by the tenderer, the Contracting Authority, the Evaluation Team and the supplier of the eTenders website, for the purposes of the participation of the tenderer in this Competition or that the tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

6.32 Responsibility of Successful Party

As a condition of award, it shall be the successful tenderer's sole responsibility to ensure they have taken account of all obligations under the Contract including factors which might arise as a result of the withdrawal of the United Kingdom from membership of the EU.

To provide Fair Working Conditions in line with national labour laws and fair wage practices, where applicable promoting ethical employment and worker wellbeing.

7 Appendix A – Detailed Specification

Background and Overview:

Bord Bia's marketing communications strategy in the Irish market is focused on driving awareness, understanding, preference and purchase consideration for Irish food and horticulture among Irish consumers, trade customers and relevant stakeholders. Campaign activity includes umbrella brand communications, sector/product-specific campaigns, Bloom event advertising and other public facing initiatives (i.e. job and graduate recruitment), and business-to-business media activity (i.e. targeting Bloom sponsors) where relevant.

Bord Bia currently undertakes paid advertising across a broad range of media channels in the Irish market relevant to campaign business objectives and target audiences. This includes but not limited to linear television, BVOD, connected TV, YouTube, online video, Ad Smart, out of home, digital out-of-home, linear and digital radio, paid social, paid search, programmatic display, retail media, influencer activity, print, digital publishing partnerships, content creator partnerships, media sponsorships and other emerging formats – see appendices for paid media spend by medium/activity and campaign timings in 2026.

Bord Bia's appointed media agency partner is responsible for strategic media planning, media buying, campaign implementation, optimisation, reporting and related media services. The media auditor will act independently of the media agency and will provide objective scrutiny, challenge, validation and recommendations to Bord Bia in relation to media planning, buying, performance, commercial delivery and continuous improvement**.** Tenderers must confirm that they have no current or recent relationship with the incumbent media agency. In addition, the successful tenderer will have a standing obligation to declare any revenue from media agencies or media owners, any pitch consultancy relationship or group ownership links.

The Services comprise independent review, advisory and challenge, validation and monitoring in respect of Bord Bia's paid media planning, buying, delivery, optimisation and performance in the Irish market. The Services will include supporting annual media planning and annual media strategy consultation, pre-campaign assessment and post-campaign auditing, value-for-money assessment and commercial benchmarking, media KPIs review, trading income and contract compliance auditing, dashboard-supported reporting, media agency performance input and ongoing strategic consultancy.

The initial scope of the Services will cover bought media in the Irish market. Bord Bia may, at its discretion, consider optional additional services relating to earned and owned media consultancy and auditing, econometric modelling, marketing effectiveness modelling or media mix modelling, where these are proposed and priced separately by Tenderers.

Objectives of Scope Work:

The overall objective is to appoint an independent media auditor and strategic media adviser who will help Bord Bia maximise the effectiveness, transparency and value for money of its Irish market media investment. Specifically, this will include:

- Ensure annual and campaign media briefs contain clear objectives, audiences, budgets and measurable KPI requirements.
- Provide independent, evidence-based review and challenge of annual media strategies and campaign plans before approval.

- Assess pre-campaign media laydowns and buy briefs against the agreed strategy, budget, target audiences and intended outcomes before booking.
- Audit campaign delivery and media spend quarterly against plans, invoices, cost and quality KPI targets, market benchmarks and commercial commitments.
- Provide an annual media audit and strategic review that consolidates performance, investment, learnings and recommendations for future planning.
- Maintain a robust KPI framework and credible Irish market benchmarks for commercial, cost, quality and performance measurement.
- Provide independent measurement, verification, benchmarking and optimisation of content creator activity.
- Strengthen media data collection, validation, governance, ownership, transparency and escalation arrangements.
- Provide timely, transparent and actionable dashboard-supported reporting and appropriate descriptive, predictive and prescriptive analytics.
- Communicate quarterly and annual findings, recommendations, decisions and actions through effective debrief presentations.
- Review media agency commercial agreements, pricing, quality parameters and commitments against relevant benchmarks and historical performance.
- Support annual media agency performance evaluation, scoring and related remuneration/ bonus calculations.
- Support future media agency tender processes through independent scope development, technical and cost review, evaluation, negotiation and transition advice.
- Establish effective governance and stakeholder engagement while maintaining independence, confidentiality and objectivity.
- Provide responsive strategic consultancy, optimisation recommendations, market intelligence and advice on emerging media opportunities.
- Enable Bord Bia to commission separately priced optional modelling, effectiveness and bespoke advisory services where required.

Scope of Services:

Annual Media Brief Review:

Where required, the successful tenderer will review and input into Bord Bia annual media briefs and/or campaign briefs before they are issued to the media agency. The tenderer must assess whether each brief contains sufficient information to enable the media agency to develop an effective and measurable media recommendation. This includes specific business, marketing and communications objectives, clear target audiences, defined media budgets and quantifiable target KPIs that build on previous performance**.**

Annual Media Strategy and Plan Review:

The successful tenderer will assist in agreeing the structure of the annual media response and will review the annual media strategy proposals and campaign media plans supplied by Bord Bia's media agency. The review should provide clear, evidence-based observations and recommendations before the media strategy is approved and plans are booked. This review will include:

- Whether the strategy proposal reflects the agreed briefs and campaign objectives.
- Whether the recommended media channels, vendors, formats and weights are appropriate for the target audience and campaign role.
- Whether cost and quality KPIs have been identified, quantified and set at challenging but achievable levels which build on previous performance.
- Whether learnings from previous campaigns and relevant market benchmarks have been incorporated.
- Whether proposed media vendors and platforms offer sufficient transparency, brand safety, reach quality and value for money.
- Whether any alternative channels, formats, buying approaches or partnership opportunities should be considered.
- Whether there are opportunities to consolidate spend, improve negotiation leverage or reduce duplication across Bord Bia activities.

Pre-Campaign Assessment:

The successful tenderer will also provide pre-campaign assessments for specific campaigns and media plans as required. This assessment should be completed within agreed timelines to ensure Bord Bia can incorporate recommendations before booking or approval. The assessment should highlight whether the media laydowns and buy briefs by medium for each campaign are in line with annual media strategy and allocated media budget and if there are any challenges/opportunities to be addressed.

Quarterly Post-Campaign Audits x 3:

The successful tenderer will then validate, and audit campaign delivery and media spend on a quarterly basis x 3 using agency reports, raw data, invoices and other relevant data sources. The Q4 report will be subsumed into the annual report. The tenderer must ensure that audited data is accurate, complete, reconciled and suitable for analysis before drawing conclusions. Specific actions will include:

- Validating that planned, booked, delivered and invoiced spend aligns.
- Cross-checking agency-reported campaign activity against source data where available.
- Reviewing media cost performance versus agreed KPIs, market benchmarks, commercial commitments and previous performance.
- Review media quality performance, including relevant KPI targets and market benchmarks such as access to top TV programmes, position in break, cover and conversion targets, viewability, completion rate and engagement quality.
- For retail media, specify the measurement basis, attribution model and verification arrangements applied by each retailer network.

- Identify under-delivery, over-delivery, invoicing anomalies, missing data or transparency issues.
- Provide clear recommendations for optimisation, future target setting and agency follow-up.

Annual Media Audit and Strategic Review:

The Q4 audit report will be subsumed into an annual report. The successful tenderer will prepare an annual review and deep dive report for the Irish market. The report should consolidate campaign performance, media investment, cost and quality KPI delivery incorporating relevant market benchmarks, media agency performance indicators, key learnings and recommendations to inform upcoming media and campaign planning.

The media auditor will facilitate the debrief of 3 x quarterly and 1 x Q4 and annual audit review combined results with the relevant team in Bord Bia's central marketing department and media agency.

Media KPI Framework Review and Benchmarking:

The successful tenderer will review and recommend the media KPI framework by medium for Bord Bia's Irish paid media activity and provide relevant commercial, cost, quality and performance benchmarks. Benchmarks must specify the number of advertisers, spend by medium and recency, whether costs are media owner verified or agency declared, how categories with few participating/included companies are handled and whether Bord Bia's data will be included in the pool and on what terms.

Tenderers must also set out their approach to auditing retail media including how cost and performance is assessed where a retailer network provides closed measurement, restricts third party verification or applies proprietary attribution; how retail media investment is distinguished from trade, promotional and listing investment; and what benchmarking is realistically available in the Irish market.

The approach must draw on credible Irish market data, historical Bord Bia performance and appropriate media-specific measures to support target setting, audit assessment and continuous improvement.

Tenderers must also confirm that they hold and will maintain for the duration of the contract current licences or subscriptions for industry audience measurement for each medium in the scope and list all such licences in the tender response together with the licence holder's name where the licence is held by a parent, affiliate or partner organisation rather than by the tendering entity.

Content Creator Measurement, Verification and Optimisation:

The auditor should provide independent, data-led assessment and measurement of content creator activity across the campaign lifecycle. This should include supporting creator selection through audience, reach, engagement, content performance, audience quality and

brand-safety analysis; benchmarking creator performance and value; verifying campaign delivery against agreed outputs; and providing post-campaign measurement and insights. The auditor should also demonstrate how these capabilities can support ongoing optimisation and inform future creator selection, investment and strategy within the Irish market.

Data Collection, Validation, Governance and Transparency:

The successful tenderer will agree and maintain standard data collection and validation templates, submission timetables, ownership and access arrangements, audit trails and escalation processes. The tenderer will also provide a Transparency Report covering data completeness, source verification, material gaps, limitations and any issues affecting the audit or interpretation of performance.

Dashboard and Analytics Requirements:

Bord Bia requires the successful tenderer to support transparent, timely and actionable quarterly and annual auditing and reporting through an online dashboard and/or dashboard-compatible data process. The dashboard approach should include the use of descriptive, predictive and prescriptive analytics where appropriate.

Tenderers must clearly set out their recommended dashboard model, including whether Bord Bia or the tenderer should manage the dashboard; what data sources are required; how data will be collected, cleaned, validated and uploaded; how often the dashboard will be refreshed; and what level of access Bord Bia and its media agency will have. Note: All media performance data related to Bord Bia campaigns and media related activities is owned by Bord Bia and we reserve the right to use or provide this data to other third parties as deemed relevant.

Debrief Presentations:

The successful tenderer will prepare and deliver quarterly and annual debrief presentations to relevant Bord Bia teams and, where agreed, the media agency. Presentations must communicate findings, recommendations, decisions, responsibilities and actions clearly and support timely follow-up.

Media Agency Commercial Agreement Review:

The successful tenderer will review the media agency's commercial agreements, pricing, quality parameters and agreed commitments for the Irish market, comparing them with pitch commitments, market averages, relevant benchmarks and Bord Bia's historical performance where available.

Media Trading Income and Rebates

The successful tenderer will also review the contract's trading income and disclosure audit provisions against current market standards. This will involve providing independent assessment of all forms of trading income arising from Bord Bia's media investment and will advise Bord Bia on securing its full return. This will include:

- Reviewing the media agency's contractual terms relating to rebates, volume bonuses, discounts, free space, value in kind, principal-based or inventory media,

technology and data mark-ups, and any other benefit derived from Bord Bia expenditure and reporting where those terms fall short of current market standards.

- Verifying that media invoiced to Bord Bia has been purchased on an agent basis unless principal trading has been expressly approved in advance and identifying any principal or inventory media appearing in media plans before booking.
- Reconciling amounts invoiced to Bord Bia against amounts actually paid by the agency to media owners and confirming that invoiced cost is net of all discounts, rebates and incentives received or receivable.
- Reviewing and testing the agency's methodology for allocating group-level rebates and value to individual advertisers and confirming that Bord Bia's share has been calculated correctly and consistently.
- Verifying, where permitted under the agency contract, amounts and benefits directly with media owners.
- Reviewing unbilled, over-accrued and unreconciled balances and confirming their clearance.
- Reporting annually on total value identified, recovered and outstanding.
- Drafting the trading income, transparency and audit provisions to be included in future media agency tender documentation and contracts.

Annual Media Agency Performance Evaluation:

The tenderer will also attend and provide input into annual media agency performance reviews, including scoring and commentary on media buying, transparency, value, responsiveness, optimisation and continuous improvement.

Media Agency Tender Process Support:

The successful tenderer will be required to support Bord Bia in the management of the future media agency tender process for the Irish market. This will include advising on the tender brief and scope of services, defining the media planning, buying, reporting, transparency and data requirements to be included in the agency RFT, reviewing agency submissions from a technical media and cost perspective, and providing objective input into evaluation, clarification questions, negotiation priorities, transition planning and agency service level agreement.

The media auditor must remain independent and conflict-free throughout the process, ensuring that Bord Bia can appoint a media agency capable of delivering strong strategic planning, transparent buying, robust data provision, value for money and continuous improvement across the Irish media landscape. Any potential conflicts of interest must be shared by the media auditor with Bord Bia before the tendering process commences.

Governance and Stakeholder Engagement:

The successful tenderer will establish clear governance and stakeholder engagement arrangements covering roles and responsibilities, meetings, actions, quality assurance, risk and issue escalation, decision-making and collaboration with Bord Bia and the media agency. The tenderer must maintain independence, confidentiality and objectivity throughout delivery of the Services.

Strategic Consultancy, Ad Hoc Advice and Market Intelligence:

The successful tenderer will provide strategic media consultancy on an ad hoc basis. This may include advice on media partnerships, content creator partnerships, sponsorships, emerging channels, campaign optimisation, KPI setting, media agency management, market developments, inflation, media transparency, brand safety, sustainability, carbon reporting, assisting on ad hoc tenders and other relevant topics including the role and use of AI across paid media.

Optional Services:

Tenderers may propose optional services, priced separately, including econometric modelling, marketing effectiveness modelling, media mix modelling, contribution analysis across paid, owned and earned media and additional bespoke projects requested by Bord Bia.

Data Requirements:

Tenderers must set out the data required to deliver the Services. At minimum, the successful tenderer is expected to require access to campaign briefs, media strategies, media plans, booking confirmations, post-buy reports, invoices, agency fee calculations, platform reports, publisher or vendor reports, campaign KPI data, quality metrics, brand safety data, carbon reporting where available; trading income, rebates and contract compliance auditing data and other supporting documentation necessary to validate delivery and value for money.

The successful tenderer must work with Bord Bia and the media agency to agree a standardised data template, data submission timetable, data validation process and escalation route where data is missing, incomplete or unsuitable for audit purposes.

- The current media agency agreement does not contain comprehensive provisions governing the provision of records for audit purposes, and does not confer an express right of audit over the agency's trading arrangements, commercial records or group entities. While it does reference the need to work with the media auditor the requirement is around supplying media plans, media costs, planning documents, marketplace information, research pertinent to Bord Bia campaigns and other related matters.

Bord Bia intends to address this in the next media agency tender, and the successful tenderer will be required to advise on the provisions to be included. Tenderers for this media auditing contract should assume that, during the initial period of the contract, access to certain agency records will be by agreement rather than by entitlement and should set out how they would deliver the Services under that constraint.

Key Deliverables:

- Media brief review comments and recommendations (where required)
- Annual media strategy review report

- Pre-campaign assessment for campaigns.
- Quarterly audit dashboards and/or quarterly audit reports x 3.
- Q4 and Annual media audit and strategic review report x 1.
- Media KPI framework review by medium for Bord Bia Irish market paid media activity
- Benchmarking for commercial and quality metrics
- Content creator measurement, verification and optimisation
- Data collection and validation template including media data governance and Transparency Report
- Dashboard access, dashboard outputs or dashboard-compatible reporting files including predictive and prescriptive analytics.
- Debrief presentations for Bord Bia and, where agreed, with the media agency
- Media agency commercial agreement review report including assessment of trading income and volume rebates
- Annual media agency performance evaluation/scoring
- Media agency tender process support
- Governance and stakeholder engagement.
- Ad hoc advisory notes, recommendations or market updates as required including emerging media opportunities and market intelligence.

Governance and Ways of Working:

The successful tenderer will primarily work with Bord Bia's central marketing team, including relevant creative, media, digital, sector, insight and campaign leads. A core Bord Bia contact group will oversee the contract, agree priorities, review progress and manage any escalations.

The successful tenderer will be expected to attend regular status meetings, provide clear written recommendations, maintain an action log and support constructive engagement between Bord Bia and the media agency. The tenderer must maintain independence, confidentiality and objectivity at all times.

8 Template: Appendix B – Contract Terms and Conditions

BORD BIA
IRISH FOOD BOARD

Service Agreement

between

BORD BIA

and

XXXXXXXXXXXXXX XXXXXXXXXX

relating to

THE PROVISION OF

…… SERVICES

BORD BIA SERVICE AGREEMENT FOR THE SUPPLY OF

[ ]

THIS SERVICES AGREEMENT is made on _____.

(a)

a. An Bord Bia of 140 Pembroke Road, Ballsbridge, Dublin 4 ("**Bord Bia**"); and

b. The supplier whose details are listed in Schedule 1 (the "**Supplier**").

Together the "**Parties**" and each a "**Party**"**.**

BACKGROUND:

1. The Supplier is in the business of providing [DESCRIBE SERVICES].

2. Bord Bia agrees to obtain, and the Supplier agrees to provide such services in the Territory on the terms set out in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 In this Agreement the following words and expressions shall have the following meanings, unless the context otherwise requires:

"**Agreement**" means this agreement and all Schedules hereto;

"**Bord Bia Equipment**" means any equipment, including tools, systems, cabling or facilities, provided by Bord Bia, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in Schedule 2.

"**Bord Bia Materials**" means all documents, information, items and materials in any form (whether owned by Bord Bia or a third party), which are provided by Bord Bia to the Supplier in connection with the Services, including the items provided pursuant to Clause 5.1.3.

"**Business Day**" means a day, other than a Saturday, Sunday or public holiday in Ireland, when banks in Dublin are open for business.

"**Business Hours**" means the period from 9.00 am to 5.00 pm on any Business Day.

"**Charges**" means the sums payable for the Services, as set out in Schedule 3.

"**Data Protection Legislation**" means all applicable laws and regulations relating to the processing of personal data and privacy including the Data Protection Act 2018, the General Data Protection Regulation 2016/679 and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-

enacted or consolidated and the terms “data controller”, “data processor”, “process” and “personal data” shall have the meanings given to those terms in such data protection laws and regulations;

“**Deliverables**” means any outputs of the Services and any other documents, products and materials provided by the Supplier to Bord Bia as specified in Schedule 2 and any other documents, products and materials provided by the Supplier to Bord Bia in relation to the Services (excluding the Supplier's Equipment).

“**Purchase Order**” shall mean a purchase order duly authorised and delivered by Bord Bia to the Supplier in respect of the supply of Services.

“**Service Agreement**” shall mean a written agreement relating to the level of services and such other matters as Bord Bia may require to be entered into between the Supplier and Bord Bia pursuant to an acceptance of tender or other written agreement between the Supplier and Bord Bia.

“**Services**” means the services set out in Schedule 2, including services which are incidental or ancillary to such services.

“**Supplier's Equipment**” means any equipment, including tools, systems, cabling or facilities, provided by the Supplier, its agents, subcontractors or consultants to Bord Bia and used directly or indirectly in the supply of the Services, including any such items specified in Schedule 2.

“**Tender Documents**” shall include the following:

(a) any request for proposal or invitation to tender for the provision of goods and services made by Bord Bia to the Supplier.
(b) any tender or other response to such request for proposal or invitation to tender, as clarified or amplified in writing between Bord Bia and the Supplier prior to written acceptance by Bord Bia thereof.
(c) additional tender documents including specifications, price schedules, European Single Procurement Document.
(d) written acceptance by Bord Bia of any tender or proposal set out in (a), (b) or (c).
(e) any Service Agreement entered into pursuant to the tender or proposal between the Supplier and Bord Bia.
(f) this Agreement; and
(g) any other agreement expressed to be referable to any of the foregoing documents and executed by and on behalf of Bord Bia and the Supplier; and

“**Territory**” means any jurisdiction where the Services will be or may be provided.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 This Agreement shall be binding on, and inure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.

1.7 Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended, or re-enacted from time to time**.**

1.8 Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.9 A reference to writing or written includes fax and email.

1.10 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

1.11 A reference to this Agreement or to any other agreement or document is a reference to this Agreement or such other agreement or document, in each case as varied from time to time.

1.12 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall commence from the date above and shall continue, unless terminated earlier in accordance with Clause 15 (Termination), for such term as may be provided for in the Tender Documents but in any event not exceeding 12 months (the "**Initial Term**"). Bord Bia shall have the option to extend the term of the Agreement on one or more occasions for an aggregate period not exceeding 24 months and shall notify the Supplier of its decision to extend at least one month before the end of the Initial Term or the then-current extension period, as applicable. During any such extension, the terms and conditions of this Agreement shall continue to apply. The Agreement shall not continue beyond such further 24-month period without the express written agreement of the Parties. For the avoidance of doubt, Bord Bia makes no representation that there shall be any such continuation or extension, and the Supplier acknowledges that it has no expectation in respect of any such renewal or extension.

2.2 Where this Agreement is extended pursuant to Clause 2.1, the Charges shall remain as set out in Schedule 3 during any such extension, unless otherwise agreed in writing between the Parties. Neither Party shall be obliged to agree to any variation in Charges as a condition of extension.

3. APPLICABILITY AND LAW

3.1 The terms and conditions set out in this Agreement shall apply to the Agreement between Bord Bia and the Supplier and shall not be deemed to be amended or excluded in whole or part save by written agreement duly executed by the Supplier and Bord Bia and making express provision for such amendment or exclusion. Any rights or remedies of Bord Bia otherwise or elsewhere provided for in the Tender Documents shall be deemed to be in addition to and not to limit the rights and entitlements of Bord Bia pursuant to this Agreement. Any terms or conditions of the Supplier whether contained in quotations, invoices or otherwise, conflicting with or purporting to amend or exclude these conditions shall be deemed not to apply.

3.2 This Agreement shall be governed and construed in accordance with the laws of Ireland and the parties hereto agree to submit to the exclusive jurisdiction of the courts of Ireland.

3.3 The Supplier acknowledges that Bord Bia is subject to the Freedom of Information Act 2014 ("**FOI Act**") and agrees that Bord Bia may be required to disclose information relating to this Agreement and the Supplier upon request, in accordance with the FOI Act. The Supplier shall specifically identify to Bord Bia any information it reasonably considers commercially sensitive and the reasons why, however Bord Bia shall make its own determination as to disclosure and shall have no liability to the Supplier for disclosures made in compliance with the FOI Act.

3.4 The Supplier acknowledges that Bord Bia may publish details of this Agreement (including the Supplier's name, the nature of the services and amounts payable) to meet transparency obligations applicable to public sector bodies.

3.5 Nothing in this Agreement shall operate to fetter or restrict Bord Bia in the performance of any statutory functions or legal obligations.

4. SUPPLIER RESPONSIBILITIES AS INDEPENDENT CONTRACTOR

4.1 For the purposes of the Agreement and otherwise, the Supplier is an independent contractor and neither it nor its sub-contractors or its or their employees or agents are the sub-contractor, agent or employee of Bord Bia. The Supplier shall not and shall procure that none of the aforementioned persons shall, hold themselves out as such.

4.2 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

4.3 The Supplier shall:

4.3.1 in the exercise of its duties under the Agreement exercise all the skill, care and diligence to be expected of an appropriately qualified and competent person experienced in carrying out Services of a similar scope, purpose, size and complexity as those to be provided by the Supplier under the Agreement.

4.3.2 in the discharge of its duties under the Agreement ensure that all Services shall be provided only by the personnel from time to time nominated to and agreed with Bord Bia; provided that Bord Bia will not at any time unreasonably withhold its approval in respect of the use of any particular personnel previously approved by it.

4.3.3 during the term of the Agreement, perform the Services and shall take all appropriate steps having regard to its obligations under the Agreement to ensure that all matters are dealt with to ensure delivery to Bord Bia of the Services as provided for in the Agreement and ultimately to achieve the timely, efficient and economic performance of the Services in a manner and to the standards and within the time stipulated in the Agreement;

4.3.4 provide the Services and the Deliverables in accordance with Schedule 2 and ensure that the Services and Deliverables will conform in all respects with Schedule 2 and that the Deliverables shall be fit for any purpose expressly made known to the Supplier by Bord Bia.

4.3.5 ensure that the Deliverables, and all goods, materials, standards, and techniques used in providing the Services are of satisfactory quality, fit for their intended purpose and are free from defects in workmanship, installation and design.

4.3.6 co-operate with Bord Bia on all matters relating to the Services and comply with Bord Bia's instructions.

4.3.7 comply with all relevant standards and codes (including inter alia voluntary codes) and all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental or other applicable authority having jurisdiction (hereafter "**Laws**") in its performance of the Services hereunder and without prejudice to the generality of the foregoing shall ensure that the production, creation and transmission of all materials supplied or generated pursuant to the Agreement shall be designed and implemented in strict compliance with those standards, codes and Laws and shall obtain and pay for, at its own cost, all licences and permits necessary for the performance of the Services under the Agreement;

4.3.8 Before the date on which the Services are to start, obtain and at all times, maintain during the term of this Agreement, all necessary licences and consents and comply with all Applicable Laws in relation to:

(a) the Services; and

(b) the installation and use of the Supplier's Equipment.

4.3.9 Observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of Bord Bia's premises from time to time. Bord Bia reserves the right to refuse any of the Supplier's personnel involved in the provision of the Services access to Bord Bia's premises, which shall only be given to the extent necessary for the performance of the Services.

4.3.10 hold all Bord Bia Materials in safe custody at its own risk and maintain the Bord Bia Materials in good condition until returned to Bord Bia and not dispose of or use the Bord Bia Materials other than in accordance with Bord Bia's written instructions or authorisations.

4.3.11 take good care of any of Bord Bia Equipment provided by Bord Bia.

4.3.12 not do or omit to do anything which may cause Bord Bia to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.

4.3.13 notify Bord Bia in writing immediately upon the occurrence of a change of control of the Supplier; and

4.3.14 [ANY OTHER OBLIGATIONS SPECIFIC TO THE CONTRACT].

4.4 Time is of the essence in relation to any performance dates for the Supplier. If the Supplier fails to meet the relevant deadlines, then (without prejudice to Bord Bia's right to terminate this Agreement and any other rights it may have), Bord Bia may:

4.4.1 refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

4.4.2 purchase substitute services from elsewhere and reclaim from the Supplier any additional costs incurred as a result of procuring such services from a third party instead of the Supplier;

4.4.3 hold the Supplier accountable for any loss and additional cost incurred; and

4.4.4 have any sums previously paid by Bord Bia to the Supplier in respect of the affected Services refunded by the Supplier.

4.5 Neither the Supplier nor any of its personnel will be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of Bord Bia.

5. BORD BIA OBLIGATIONS

5.1 Bord Bia shall:

5.1.1 co-operate with the Supplier in all matters relating to the Services;

5.1.2 provide access to Bord Bia's premises and data and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with Bord Bia in writing in advance, for the purposes of the Services;

5.1.3 provide to the Supplier all documents, information, items and materials required under Schedule 2;

5.1.4 endeavour to provide Bord Bia Equipment to the Supplier by the dates specified and, in the manner, prescribed in Schedule 2;

5.1.5 inform the Supplier of all health and safety and security requirements that apply at any of Bord Bia's premises which the Supplier will require access to; and

5.1.6 [ANY OTHER OBLIGATIONS SPECIFIC TO THE CONTRACT].

6. PROJECT MANAGEMENT TEAM

6.1 A project management team may at the option of Bord Bia be set up comprising of nominated personnel from Bord Bia, and representatives from the Supplier (the "**Project Management Team**"). The Project Management Team will monitor the ongoing workings of the Agreement with a view to solving any problems encountered.

7. INVOICING

7.1 Unless otherwise stated in the Purchase Order(s), the Supplier shall submit itemised monthly invoices and such supporting documentation as Bord Bia shall reasonably require during each month in respect of the Services and Deliverables provided during the previous month. Invoices must be forwarded to the address specified and must clearly reflect the Purchase Order(s), or Bord Bia will have no obligation to pay them.

7.2 Unless otherwise stated in the Purchase Order, invoices will be processed and paid under the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2002 from the date of receipt of the Services or date of receipt of an invoice for payment whichever is the later, providing that the invoices are correct and include all required supporting documentation.

7.3 Value Added Tax, where applicable, shall be shown separately on all invoices. Unless otherwise stated in the Purchase Order, the invoice price shall be deemed to include all taxes (other than VAT), levies and duties of every kind and, where applicable, all packing, carriage, freight and insurance.

8. PAYMENT AND CHARGES

8.1 In consideration of the provision of Services in accordance with the Agreement, Bord Bia shall pay the Supplier the Charges set out in Schedule 3 and referred to in the relevant Purchase Order.

8.2 The Supplier shall notify Bord Bia of and pass on to Bord Bia, by way of reduced charges, the benefit of any cost savings to the Supplier resulting from discounts, commissions, technology, raw material costs, process changes, or material decreases of cost to the Supplier of Services provided hereunder.

8.3 Bord Bia reserves and shall have the right to deduct from or offset against any monies due or becoming due to the Supplier in respect of the Agreement any monies due from the Supplier on any account or for any reason howsoever arising.

8.4 Where the Charges are calculated on a time and materials basis:

8.4.1 the Supplier's daily fee rates for each individual person as set out in Schedule 3 are calculated on the basis of an eight-hour day, worked during Business Hours.

8.4.2 the Supplier shall not be entitled to charge on a pro rata basis for part days worked by the Supplier's team during Business Hours, unless it has Bord Bia's prior written consent to do so.

8.4.3 the Supplier shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and the Supplier shall indicate the time spent per individual on its invoices.

9. WARRANTIES

9.1 The Supplier hereby warrants that it has power to enter into and to implement the Agreement and that it has obtained all necessary approvals to do so.

9.2 The Supplier hereby warrants that any Deliverables supplied to Bord Bia will on delivery have good absolute title and be free from encumbrance or other third party right or entitlement.

9.3 The Supplier shall assign to Bord Bia all benefits of any manufacturer's, subcontractors or other third-party warranty or guarantee which may apply to any Deliverables supplied.

9.4 The Supplier warrants that it, and any person through or by whom the Supplier's obligations hereunder are performed, has all the skill, care, and diligence to be expected of an appropriately qualified and competent person experienced in carrying out services of a similar scope, purpose, size and complexity to those to be performed and provided by the Supplier under the Agreement.

9.5 The Supplier warrants that it and any of its personnel (including any third-party contractor) involved in providing the Services are suitably qualified to provide the Services and will provide the Services at all times in accordance with the Service Agreement and the Tender Documents and that no material claims relevant to the subject matter of this Agreement are threatened or pending against the Supplier or any of its key personnel involved in providing the Services.

9.6 The Supplier shall notify Bord Bia in the event of any fact or omission or change of circumstances which would make any of the warranties contained in this Clause 9 incorrect or incomplete.

9.7 The warranties herein provided are in addition to any warranties implied by law or covenants or conditions as to quality fitness for purpose or merchantability.

10. INTELLECTUAL PROPERTY INDEMNITY

10.1 If notified in writing of any action or claim brought against Bord Bia or to which Bord Bia is made a Party based upon a claim that the Services or Deliverables provided by the Supplier infringes any patent, trade mark, copyright, goodwill, covenant or other intellectual or other property right, the Supplier will on demand from time to time by Bord Bia pay any costs and damages awarded against Bord Bia or reasonably agreed to be paid in good faith by Bord Bia by way of settlement of any such action or claim and any costs or expenses incurred by Bord Bia in connection with the action or claim (including without limitation of the foregoing, legal and other expert fees).

10.2 If as a result of such action or claim Bord Bia is prohibited from using or otherwise is unable lawfully to use or benefit as intended from any Services or Deliverables the subject of the Agreement or if such an action or claim is likely to be made or is initiated and without prejudice to any other right or remedy of Bord Bia, the Supplier will either at the option of Bord Bia procure for Bord Bia the right to continue to use and benefit of the Services and Deliverables in accordance with the Agreement, or replace or modify the infringing Services and Deliverables (without detracting from the overall performance of the Services) so that it becomes non-infringing or, replace the Services and Deliverables in their entirety with non-infringing Services or Deliverables of comparable quality, serviceability and capability at no cost to Bord Bia in respect of any of these remedies. The Supplier shall indemnify Bord Bia against any loss of use

or benefit during, and any loss, damage, cost or expense in relation to, such modification or replacement.

10.3 Without prejudice to the foregoing the Supplier agrees and warrants that it has not and will not in the production or supply of Services or Deliverables to be provided and supplied under the Agreement at any time infringe the intellectual or other property rights of any third party.

11. INDEMNITY AND INSURANCE

11.1 The Supplier shall indemnify and keep indemnified Bord Bia against all losses, claims, damages, costs and expenses (including legal costs) arising out of or in connection with:

(a) injury to, illness or death of any person, or loss of or damage to any property, to the extent arising from any negligent act, omission or default of the Supplier, its employees, agents or subcontractors in the performance of the Services;

(b) any breach by the Supplier of its obligations under this Agreement;

(c) any failure by the Supplier to comply with applicable laws (including Data Protection Legislation and tax legislation) in the performance of the Services; and

(d) any infringement or alleged infringement of the intellectual property rights of any third party arising from the Supplier's performance of the Services or the Deliverables.

11.2 Without prejudice to the foregoing, the Supplier shall maintain in force and provide Bord Bia within two weeks of the execution of this Agreement with evidence that it has arranged the following types and levels of insurances:

Type of Insurance	**Indemnity Limit**
Employer's Liability	€13,000,000 per insurance year, for any one claim or series of claims arising out of a single occurrence.
Public Liability	€6,500,000 per insurance year, for any one claim or series of claims arising out of a single occurrence.
Professional Indemnity	€1,300,000 for any one claim or series of claims (excluding defence costs) arising out of a single occurrence
Product Liability (where applicable)	€1,300,000 for any one claim or series of claims arising out of a single occurrence

11.3 The indemnities in Clause 11.1 shall be reduced proportionately to the extent that any loss is caused or contributed to by the negligence or wilful misconduct of Bord Bia, its employees or agents.

12. LIMITATION OF LIABILITY

12.1 In no event will Bord Bia and their nominee, be liable to the Supplier for:

12.1.1 indirect or consequential damages.

12.1.2 damages for loss of profits arising out of or in connection with the Agreement.

12.2 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

12.2.1 death or personal injury caused by negligence.

12.2.2 fraud or fraudulent misrepresentation.

12.3 Subject to Clause 12.2, Bord Bia's total liability to the Supplier in connection with this Agreement shall not exceed € [INSERT APPROPRIATE AMOUNT].

12.4 Subject to Clauses 12.2 and 12.5, the Supplier's total aggregate liability under or in connection with this Agreement shall not exceed [an amount equal to three times the total Charges paid or payable under this Agreement] [or € [INSERT AMOUNT]].

12.5 The cap in clause 12.4 shall not apply to any liability arising under Clause 10 (Intellectual Property Indemnity), Clause 11.1(a) Clause 13 (personal injury/death/property damage) or Clause 29 (Data Protection).

13. CONFIDENTIALITY

13.1 Bord Bia shall hold in confidence and shall not publish or cause to be published or communicate to any third party any commercially sensitive or valuable information which the Supplier has reasonably and properly notified Bord Bia are to be regarded as confidential about any of the Supplier's established systems, procedures and like matters used or intended to be used in the performance of the Agreement and in general use by the Supplier other than those developed specifically for the purposes of the Agreement save as may be required by law or to defend the interests of Bord Bia. The Supplier acknowledges that Bord Bia may be legally required to disclose information notwithstanding the marking of confidentiality.

13.2 The Supplier agrees to hold in confidence and will at all times keep secret the affairs and concerns of Bord Bia, and its respective transactions in business with each of its customers and the nature and particulars of the accounts of such customers and any other information of a confidential nature relating to the business or operations of Bord Bia, its employees or office holders, or its customers and will ensure that its employees, agents and sub-contractors comply with this undertaking. The Supplier indemnifies Bord Bia from and against all actions, proceedings, claims and demands which may be brought or made against Bord Bia and all losses, costs, charges, damages and expenses which Bord Bia may incur or sustain or for which Bord Bia may become liable by reason of any breach by the Supplier of this undertaking.

13.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

13.4 Confidential information will only be revealed by the Supplier to those employees, agents or contractors who need to know such information for the carrying out of the supply of Services hereunder or as may be required by law.

14. USE OF MATERIAL

Under no circumstances may any Bord Bia Material or Bord Bia Equipment pertaining to the Agreement or any other material the property of or under the control of Bord Bia be used for any purpose without the express agreement in writing of Bord Bia.

15. TERMINATION

15.1 Without prejudice to any other remedies, either Party may immediately terminate the Agreement at any time by giving notice in writing to the other:

15.1.1 if the other Party fails to fulfil or comply with any of its obligations hereunder and, where such failure is remediable, fails to remedy such failure within 14 days' of notice in writing (or such longer period as the Party giving notice may grant);

15.1.2 if the other Party ceases to carry on business in the normal course, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction, or compounds with its creditors generally or has a receiver or manager appointed over all or any of its assets, or an examiner is appointed to the Supplier or the Supplier is the subject of any other process in any jurisdiction equivalent to any of the foregoing processes;

15.1.3 in the event of any material change in the control or ownership or ultimate control or ownership of the Supplier without the prior consent in writing of Bord Bia.

15.2 Without prejudice to any other rights, Bord Bia may terminate the Agreement at any time and for any or no reason upon giving to the Supplier at least thirty days' written notice. In such event, Bord Bia shall pay the Supplier for Services properly performed and Deliverables delivered in accordance with this Agreement up to the effective date of termination, less any sums previously paid and any amounts due from the Supplier to Bord Bia.

15.3 Without prejudice to any other rights, Bord Bia may terminate this Agreement with immediate effect if the Supplier breaches any of its obligations of confidentiality and/or data protection whether set out in this Agreement or in law, or in the event of any dishonesty, incompetence, misconduct, or wilful neglect by the Supplier in the performance of its Services.

15.4 Termination by Bord Bia shall be without prejudice to any rights Bord Bia may have arising from the Agreement or any prior breach hereof, and to any provision of the Agreement which, expressly or by implication has effect after termination and it shall not affect the coming into force or continuation in force of any provision contained in the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination. Without prejudice to the generality of the foregoing the following clauses shall survive termination of the Agreement:

15.4.1 Clause 3 (Applicability and Law)

15.4.2 Clause 9 (Warranties)

15.4.3 Clause 10 (Intellectual Property Indemnity)

15.4.4 Clause 11 (Indemnity and Insurance)

15.4.5 Clause 13 (Confidentiality)

15.4.6 Clause 0 (Use of Material)

15.4.7 Clause 15.4 (Continuance in Force)

15.4.8 Clause 20 (Inspection and Testing)

15.4.9 Clause 22 (Intellectual Property)

15.4.10 Clause 29 (Data Protection)

15.5 For the avoidance of doubt, if the Agreement is terminated, without prejudice to any other provision, the Supplier shall not be entitled to payment for any costs incurred or services supplied after the effective date of termination. Neither shall Bord Bia be held liable for loss, expense, or damages whether of the Supplier, or any other person howsoever arising on account of such termination.

15.6 On termination or expiry of this Agreement the Supplier shall immediately deliver to Bord Bia all Deliverables whether or not then complete, and return all of the Bord Bia Materials, the Bord Bia Equipment and any copies of the aforementioned materials including materials saved on a backup drive. If the Supplier fails to do so, then Bord Bia may by giving two Business Days' notice, enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for the safe keeping of all Deliverables, Bord Bia Materials and Bord Bia Equipment in its possession and will not use them for any purpose not connected with this Agreement.

16. FORCE MAJEURE

16.1 No delay or failure in performance by either Party hereto shall constitute default hereunder or give rise to any claim for expense, damages or loss if such delay or failure is caused by Force Majeure. Unless otherwise instructed by Bord Bia, the Supplier shall recommence performance as soon as possible after the Force Majeure has ceased.

16.2 A "**Force Majeure Event**" means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in Clause 16.3 below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, epidemic or pandemic, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines. A Force Majeure Event shall not include (a) industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Supplier (or subcontractor or agent) places of business, (b) failure of a supplier or subcontractor to perform, except to the extent such failure itself results from a Force Majeure Event affecting that supplier or subcontractor.

16.3 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:

16.3.1 the nature of the Force Majeure Event,

16.3.2 the anticipated delay in the performance of obligations,

16.3.3 the action proposed to minimise the impact of the Force Majeure Event,

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

16.4 If any delay or failure in performance, as set out above, persists for fourteen (14) days or more, Bord Bia shall have the right to terminate the Agreement by giving seven (7) days' notice in writing to the Supplier and, for the avoidance of doubt, the provisions of Clauses 15.4 and Clause 15.6 shall apply.

16.5 In circumstances where the Supplier is the Affected Party, Bord Bia 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 fulfilled by the Supplier in accordance with the terms and conditions of this Agreement.

17. ASSIGNMENT

17.1 The Supplier shall not assign the Agreement or any part thereof without Bord Bia's prior written approval.

17.2 Bord Bia shall have the right to assign any or all of its rights and obligations deriving from the Agreement to any subsidiary company of Bord Bia without the prior consent of Supplier.

18. SUB-CONTRACTING

18.1 The Supplier shall not sub-contract all or any part of its obligations under the Agreement (except delivery of materials) without Bord Bia's prior written approval. All sub-contract documents and sub-contractor selection shall be subject to written approval by Bord Bia prior to award of each sub-contract. No such approval shall create any contractual relationship between Bord Bia and any sub-contractor.

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

18.3 The Supplier shall maintain all sub-contract records and documentation, including, without limitation correspondence between the Supplier and its sub-contractors and shall preserve such documents for seven years after termination of the Agreement or such other period as Bord Bia may request. The Supplier shall make such records and documentation available to Bord Bia as part of Bord Bia's rights of audit under the Agreement.

19. NOTICES

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

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

19.1.2 given or made by prepaid post, two Business Days after being posted.

19.1.3 If sent by email, at the time of transmission provided the sender does not receive a delivery failure notification, except that where such transmission is not on a Business Day, service shall be deemed to occur on the next following Business Day.

19.2 Any demand notice or communication shall be made in writing to the recipient at its registered offices or in the case of the Supplier at the address or place of business last known to Bord Bia, or in the case of Bord Bia, 140 Pembroke Road, Ballsbridge, Dublin 4 (or such other address as may be notified in writing from time to time) and shall be marked for the attention of Head of Procurement.

20. INSPECTION AND TESTING

The Supplier agrees to allow Bord Bia's authorised representatives to visit its premises and any other location, which is in any way associated with the Agreement, and to supply and make available to Bord Bia all documents, records and information requested by Bord Bia for the purpose of inspection, testing or audit of the implementation by the Supplier of its obligations under the Agreement. Any such inspection or test, or failure to inspect or test, shall not in any way relieve the Supplier from any of its obligations hereunder or imply or constitute an admission or acknowledgement by Bord Bia as to discharge by the Supplier of its obligations under the Agreement. The Supplier will procure that all sub-contractors are similarly obligated and will procure enforcement of those obligations.

21. SUPPLY OF INFORMATION

The Supplier shall provide to Bord Bia such information and evidence, as Bord Bia shall reasonably require from time to time concerning the make-up of the Supplier's charges and pricing arrangements.

22. INTELLECTUAL PROPERTY

22.1 In this Clause the following words shall have the following meanings:

22.2 "**Intellectual Property Rights**" shall mean copyright, trademarks, service marks, performance rights, design rights, patents and goodwill associated with the foregoing and other similar rights or obligations whether registerable or not in any country (including but not limited to the place of delivery of the goods and services pursuant to the Agreement).

22.3 "**Material**" or "**Materials**" shall mean any document, computer programme, computer file or software, item, deliverable, material, or other work in any medium produced or created or used in provision or performance of the goods and services by the Supplier or any subcontractor of the Supplier under the Agreement.

22.4 "**Agreed Third Party Rights**" shall mean such Intellectual Property Rights of third parties in any Materials as are expressly acknowledged and agreed in writing by the

Supplier and Bord Bia as a term of the Agreement and prior to any issue of any relevant Purchase Order as being third party rights and which the Supplier in accordance with the terms of the Agreement shall have advised Bord Bia to acquire and which Bord Bia shall in writing have expressly agreed and authorised the Supplier to acquire.

22.5 Reference herein to "expenses" shall include expenses of any kind including, without limitation of the foregoing, stamp duty.

22.6 Reference herein to Intellectual Property pertaining to the Agreement shall be deemed to be all Materials, information and ideas supplied to or by the Supplier for the purposes of operating the Agreement and all Materials, information, ideas, designs, and concepts by whomsoever supplied or created pursuant to or arising from the performance of the Agreement.

22.7 Ownership of all Intellectual Property supplied by Bord Bia to the Supplier in connection with the Agreement shall remain before, during and after the term of the Agreement with Bord Bia.

22.8 The Supplier warrants and agrees that except in respect of Agreed Third Party Rights, no Intellectual Property Rights shall exist or arise in favour of third parties in respect of any of the Intellectual Property pertaining to the Agreement. The Supplier acknowledges that all Intellectual Property Rights in respect of the Intellectual Property pertaining to the Agreement, save Agreed Third Party Rights and save as may otherwise be specified by Bord Bia in writing, vest or will be procured (not later than delivery of the relevant services in relation to which the Intellectual Property Rights arose) to vest absolutely in Bord Bia without cost to Bord Bia (and Bord Bia shall be indemnified by the Supplier on demand in respect of all costs and expenses arising in connection with such vesting) and that it is the intention of the Parties that all such rights will at all times hereafter and for all purposes be and remain vested in Bord Bia and in the event that any such rights at any time accrue to the Supplier by operation of law or howsoever otherwise the Supplier will at its own expense forthwith on demand do all such acts and things and execute all such documents as Bord Bia may deem necessary to vest such rights absolutely in and without cost to Bord Bia.

22.9 The Supplier agrees to procure and ensure that its employees shall have no title right or interest whether legal or beneficial in any Intellectual Property Rights in Intellectual Property pertaining to the Agreement. If, in connection with the performance of the Supplier's duties under the Agreement, any of its employees shall develop any material idea, concept or design which shall be capable of patent or registered design protection or any like protection or registration, the Supplier shall forthwith inform Bord Bia in writing. The Supplier shall, and shall procure that its employees shall give Bord Bia all assistance reasonably requested by Bord Bia to obtain transfer and obtain registration of those rights in the name of Bord Bia without cost to Bord Bia and the Supplier shall indemnify Bord Bia on demand in respect of any costs or expenses thereby incurred.

22.10 The Supplier agrees that in respect of third party contractors, the Supplier shall only engage such contractors to do work in connection with the provision or performance of the Services under the Agreement where it is a condition of the contract between the Supplier and the third party that the third party shall have no title right or interest whether legal or beneficial in any Intellectual Property Rights which may arise from the third party's work relating to the performance or provision of the Services the subject of the Agreement or where notwithstanding the foregoing such rights may arise in

favour of the third party, the third party shall be obligated to procure (not later than delivery of the relevant Services in relation to which the Intellectual Property Rights arose) that any such rights are assigned to Bord Bia without cost to Bord Bia (and the Supplier shall indemnify Bord Bia on demand in respect of all costs and expenses relating thereto). Furthermore, if such a third party develops any material, idea, concept, or design which is capable of patent or registered design protection or any like protection or registration, the Supplier shall forthwith inform Bord Bia in writing. The Supplier shall procure that such third party shall comply with its contractual obligations with the Supplier.

22.11 The Supplier agrees to keep confidential the existence of and all details of any material, idea, design, or concept which may be capable of registration and shall not disclose same to any third party or, without the prior written consent of Bord Bia, put the material, idea, design or concept into use.

22.12 The Supplier agrees to procure (insofar as it is lawful) an irrevocable waiver in full from its employees, and any third party contractors and their employees in respect of any moral rights within the meaning of the Copyright and Related Rights Act 2000 of Ireland (and any amendments or re-enactments thereto) and any equivalent rights in any other jurisdiction which may arise as a result of or in relation to the performance of the Supplier's duties under the Agreement, and all costs and expenses thereby incurred shall be for the account of the Supplier and the Supplier shall indemnify Bord Bia on demand in respect of those costs and expenses.

22.13 The Supplier agrees to advise Bord Bia as to the acquisition of all Agreed Third Party Rights required in respect of the Services the subject of the Agreement whether by way of assignment, licence or otherwise as it shall (using due skill and expertise) consider necessary and appropriate, having regard to Bord Bia's objective of keeping costs and expenses at a minimum, the nature of the relevant brief and any requests made by Bord Bia before production of the relevant Materials. Subject to the prior written consent of Bord Bia the Supplier shall acquire for the benefit of Bord Bia all such Agreed Third-Party Rights as Bord Bia may require; the costs and expenses incurred by the Supplier with the prior written approval of Bord Bia in respect of such acquisitions shall be for the account of Bord Bia and shall be paid by Bord Bia on request.

22.14 The Supplier shall ensure at its own cost that all of its employees, and any third-party contractors who it is contracting with in relation to this Agreement, shall irrevocably grant to the Supplier, where necessary, consents to use the Intellectual Property pertaining to the Agreement of all performers legislation or legislation conferring rights in performances, wherever enacted or enforced.

22.15 The Supplier shall not use any Intellectual Property pertaining to the Agreement for any purpose other than pursuant to the performance of its obligations under this Agreement except with the prior written consent of Bord Bia.

22.16 Nothing in the Agreement shall in any way derogate from the rights of Bord Bia under any legislation relating to Intellectual Property Rights.

23. DISPUTE RESOLUTION

23.1 If a dispute arises out of or in connection with this Agreement or the performance, validity, or enforceability of it ("**Dispute**") then the Parties shall follow the procedure set out in this clause:

23.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Procurement Manager of Bord Bia [Procurement Manager]and [Account Manager] of the Supplier shall attempt in good faith to resolve the Dispute.

23.1.2 if the Procurement Manager of Bord Bia [Procurement Management] and [Account Manager] of the Supplier are for any reason unable to resolve the Dispute within [30] days of service of the Dispute Notice, the Dispute shall be referred to the Director Corporate Services of Bord Bia and [Senior Manager] of the Supplier who shall attempt in good faith to resolve it; and

23.1.3 if the Director Corporate Services of Bord Bia and [Senior Manager] of the Supplier are for any reason unable to resolve the Dispute within [30] days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing ("**ADR Notice**") to the other Party to the Dispute, requesting a mediation. A copy of the ADR Notice should be sent to CEDR. The mediation will start not later than [14] days after the date of the ADR Notice.

23.2 The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings in relation to the Dispute under Clause 3 (Applicability and Law) which clause shall apply at all times subject to the fact that no Party may commence any court proceedings under Clause 3 (Applicability and Law) in relation to the whole or part of the Dispute until [30] days after service of the Dispute Notice, provided that the right to issue proceedings is not prejudiced by a delay.

23.3 If the Dispute is not resolved within [14] days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of [14] days, or the mediation terminates before the expiration of the said period of [14] days, the Dispute shall be finally resolved by the courts of Ireland in accordance with Clause 3 (Applicability and Law).

23.4 The Parties will continue to comply with their respective obligations in accordance with this Agreement without interruption during any stage of this dispute resolution procedure.

24. ADVERTISEMENT

24.1 The Supplier shall not quote the Bord Bia name in relation to advertising or publicity without the express authorisation of Bord Bia.

25. COUNTERPARTS

25.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

26. WAIVER

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

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

27. SEVERABILITY

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

28. JOINT AND SEVERAL

28.1 All agreements on the part of either of the Parties which comprise more than one person or entity shall be joint and several and the neuter or singular gender throughout these Terms and Conditions shall include all genders and the plural respectively.

29. DATA PROTECTION

29.1 Each Party shall comply with its obligations under the applicable Data Protection Legislation.

29.2 Where the Supplier processes personal data on behalf of Bord Bia, the Parties shall enter into the Data Processing Agreement set out in Schedule 4, on the same day as the signing of this Agreement.

30 ANTI-BRIBERY AND ETHICS

The Supplier shall comply with all applicable anti-bribery and anti-corruption laws (including the Criminal Justice (Corruption Offences) Act 2018) and shall not offer, give, solicit or accept any advantage, gratuity or inducement in connection with this Agreement.

31 ENTIRE AGREEMENTS

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

32. SIGNATURES AND AGREEMENT

IN WITNESS WHEREOF the Parties hereto have signed and executed this Agreement on the date set out on page 2 of this Agreement.

SIGNED for and on behalf of **Bord Bia**

By: ……

Name: ……

Date: ……..

SIGNED for and on behalf of the [**Supplier]**

By: ……

Name: ……

Date: ……..

Schedule 1 Supplier Details

Supplier Name:

Supplier Address:

Schedule 2 Service Details

As per tender response document uploaded to e-tenders ref:

Schedule 3 Charges, costs, and payment

As per tender response document uploaded to e-tenders ref:

Schedule 4 Data Processing Agreement