Subject to contract/contract denied

(1) [INSERT NAME OF LEGAL ENTITY]
(the "Contractor")

and

(2) the Health and Social Care Professionals Council, operating as CORU
("CORU")

AGREEMENT FOR THE PROVISION OF A REGISTRANT MANAGEMENT SYSTEM

BEAUCHAMPS
Riverside Two
Sir John Rogerson's Quay
Dublin 2
D02 KV60

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PARTIES

(1) [**CONTRACTOR]** a company registered in [●] under company number [●] whose registered office is at [●] (hereafter referred to as the "**Contractor**" which expression shall include its successors and assigns); and

(2) **The Health and Social Care Professionals Council, operating as CORU**, having its principal office at George's Court, Infinity Building, George's Ln, Smithfield, Dublin, D07 E98Y ("**CORU**");

WHEREAS

A. By a Request for Tenders (the "**RFT**") dated [*date to be inserted*] (Reference Number [*to be inserted*]), CORU invited tenders for the procurement of a Registrant Management System and related services.

B. CORU conducted the procurement using an open procedure pursuant to Regulation 27 of the European Union (Award of Public Authority Contracts) Regulations 2016 and Article 27 of Directive 2014/24/EU. The Contractor is a leading provider of enterprise management software and related services and submitted a tender in response to the RFT on or before [*to be inserted*].

C. In reliance upon that skill, knowledge and expertise and the representations in the Contractor's Tender Response and on the basis that the Contractor is the most economically advantageous provider, CORU has appointed the Contractor and the Contractor agrees to provide the Services upon the terms and conditions set out below.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, the following words and expressions shall have the meanings herein assigned to them:

"**Agreement**" means this Agreement between CORU and the Contractor;

"Applicable Law" means any law applicable in Ireland (without further enactment) or any other applicable jurisdiction and shall include common law, legislation, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instruments, or delegated or subordinate legislation;

"Approved Sub-Contractors" means the Contractor sub-contractors listed in Schedule Fourteen of this Agreement and such other sub-contractors of the Contractor as may be approved by CORU from time to time in accordance with Clause 47;

"Business Continuity/Disaster Recovery Plan" means the documented contingency plan of the Contractor setting out the emergency back-up procedures which the Contractor will implement with a view to preventing any delay, interruption or disruption to the Services or any part thereof or, where the Solution is a cloud hosted solution, any non-availability of the Solution including as a result of any loss of, damage to, destruction or non-availability of any communications, information technology or other technical solution of the Contractor. The Business Continuity/Disaster Recovery Plan shall be agreed in writing between the Parties pursuant to Schedule Nine;

"Change Control Procedure" means the procedure set out in Schedule Seven;

"Change of Control" means a change in the possession, whether directly or indirectly, of the power to direct or cause the direction of the Contractor's management or policies, whether through ownership of shares, by contract, or by any other means;

"Charges" has the meaning assigned to that term in Clause 14.1;

"Commencement Date" means the date of execution of this Agreement;

"Computer Virus" means any malware, undocumented malicious data, code, program, or other internal component (e.g. computer worm, computer time bomb or similar component), which could damage, destroy, alter or disrupt any computer program, firmware or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information;

"Configuration" means the settings, parameters, rules, workflows, forms, templates, reports, field mappings and other adjustments made to the Contractor Software or Third Party Software using the standard configuration tools and capabilities of such software, without alteration to the underlying source code, in order to adapt the Solution to meet the requirements of the Specification. The use of an existing integration connector, extension or module, or a third party component, which exists at the Commencement Date and is included in the Charges, is treated as Configuration;

"Contract Value" means five million euro (€5,000,000);

"Contract Year" means each successive period of twelve (12) months during the Term, the first Contract Year commencing on the Commencement Date;

"Contractor Representative" means the person as the Contractor may appoint from time to time in accordance with the terms of this Agreement;

"Contractor Software" means the Contractor's proprietary software platform (including any standard product updates, upgrades, patches and new versions released by the Contractor from time to time) that forms part of the Solution, and any pre-existing software, modules, libraries, tools, frameworks or components owned by the Contractor that are incorporated into the Solution, but excludes Configuration, Developed Software, Improvements and Third Party Software;

"Contractor's Personnel" means the Contractor's officers, employees, servants, agents and sub-contractors (which includes, for the avoidance of doubt, the Key Contractor's Personnel identified in Schedule Two) and other persons working on or in connection with the cloud-hosted Solution or at CORU's premises, where applicable, for the Contractor or its sub-contractors, and any other persons assisting the Contractor to perform the Agreement;

"Contractor's Tender Response" means the response issued by the Contractor to RFT and any clarifications thereof issued by the Contractor and accepted by CORU as included at Schedule Eight*;*

"**CORU**" means the Health and Social Care Professionals Council, operating as CORU, and includes its successors and assigns;

"CORU Content" has the meaning assigned to that term in Clause 24.8;

"CORU Data" has the meaning assigned to that term in Clause 9.1;

"CORU Representative" means the person as CORU may appoint from time to time in accordance with the terms of this Agreement;

"Data Protection Legislation" means all applicable data protection laws, including, but not limited to, the Data Protection Acts 1988 to 2018, the European Communities (Electronic Communication Network and Services) (Privacy and Electronic Communications) Regulations 2011, the General Data Protection Regulation (Regulation (EU) 2016/679) (the "**GDPR**"), as amended or replaced from time to time, and any other legislation, codes of practice, guidance and/or opinions regarding data protection and the terms "Personal Data", "Data Subject", "Processor", "Controller" and "Process/Processing" shall have the meaning given to them in the Data Protection Legislation;

"Deliverables" means the Configuration, the Developed Software, all documentation, and any other deliverables forming part of the Solution which are created by or on behalf of the Contractor for the purpose of providing the Services and/or the Solution, but excludes the Contractor Software and Third Party Software;

"Developed Software" means any software, code, scripts, interfaces, integrations, extensions or other components created and/or developed by the Contractor specifically for CORU as part of the performance of the Contractor's obligations under this Agreement, including any bespoke development undertaken to meet requirements of the Specification that cannot be met through standard functionality or Configuration, but excludes the Contractor Software and Third Party Software;

"Directive 2014/24/EU" means Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC;

"Disaster" means any event which results in any material interruption or disruption to the Services, the Solution and/or the Contractor's activities or work in respect of any of the Services, the Solution or any event of Force Majeure;

"Existing Systems" means CORU's existing and third-party software, platforms, systems and services identified in the Specification or otherwise notified by CORU to the Contractor with which the Solution is required to integrate, including, without limitation, CORU's corporate productivity, collaboration and identity platform, finance system, public website and any external identity assurance service;

"**Exit Management Plan**" has the meaning assigned to that term in Schedule Ten;

"Final Acceptance" means the passing by the Solution of the Final Acceptance Criteria for CORU and the execution by CORU of the Final Acceptance Certificate;

"Final Acceptance Certificate" means the acceptance certificate to be issued by CORU following Final Acceptance of the Solution in accordance with Clause 6 in the form set out in Schedule Eleven;

"Final Acceptance Criteria" means those functional, technical, performance and other criteria for the Solution identified in the Final Implementation Plan, including a requirement that the Solution, when running in a live environment and as a whole, operates in conformity with the Specification, Contractor's Tender Response and any other identified policies and procedures;

"Final Acceptance Date" means the date on which the Solution achieves Final Acceptance;

"Final Implementation Plan" means the finalised and agreed plan and timetable for the delivery of the Solution and the Services, including the Implementation Phases and any amendments thereto agreed by CORU;

"**FIP Submission Date**" has the meaning assigned to that term in Clause 4.2;

"First Repeat Acceptance Tests" and **"Second Repeat Acceptance Tests"** have the meanings assigned to them in Clause 6;

"Form of Parent Company Guarantee" means the form of parent company guarantee in Schedule Thirteen;

"Good Industry Practice" means, in relation to any activity and under any circumstance, the exercise of such skill, care, diligence, prudence, experience, expertise, foresight and judgement as would be expected from a skilled and experienced person engaged in the provision of services or activities similar to the Services and complying with its contractual obligations and Applicable Law;

"Go-Live" means, in respect of the Solution or, where the Solution is delivered in more than one Implementation Phase, in respect of the relevant Implementation Phase, the date on which the Solution or that Implementation Phase (as applicable) commences operation in the live, production environment following Provisional Acceptance, as notified by CORU to the Contractor in accordance with Clause 6.8;

"Hypercare Period" means, in respect of the Solution or, where the Solution is delivered in more than one Implementation Phase, in respect of each Implementation Phase, the period commencing on Go-Live of the Solution or, as applicable, of the relevant Implementation Phase, and continuing for not less than eight (8) weeks thereafter, during which the Contractor shall provide enhanced Support Services in respect of the Solution or that Implementation Phase (as applicable) in accordance with Clause 8.2;

"Hypercare Report" means the weekly report to be provided by the Contractor to CORU during the Hypercare Period in accordance with Clause 8.2.13, summarising system availability, incident trends, outstanding issues, risks, mitigations and recommended actions;

"Hypercare Services" means the enhanced Support Services to be provided by the Contractor during the Hypercare Period in accordance with Clause 8.2;

"Implementation Period" means such period of time during the Term commencing on the Commencement Date and ending on the issuance of the Final Acceptance Certificate;

"Implementation Phase" means each distinct phase or stage of the delivery of the Solution as identified in the Final Implementation Plan, including any preparatory, configuration, testing, training and Go-Live activities associated with that phase, but excluding Data Migration which shall be conducted as a separate workstream in accordance with Clause 7;

"Implementation Services" means the Services to be provided by the Contractor as set out in the Final Implementation Plan;

"Improvements" means any developments, enhancements, modifications, derivative works, updates or other improvements to the Configuration or the Developed Software, or any new Configuration or Developed Software, that are conceived, created, developed, discovered or reduced to practice by or on behalf of the Contractor in the course of performing the Services or otherwise during the Term, but excludes any improvements to the Contractor Software or Third Party Software;

"Initial Implementation Plan" means the initial plan and timetable for the delivery of the Solution and the Services as set out in Schedule Twelve;

"Intellectual Property" means trade marks, service marks, trade names, logos (whether registered or not), patents, inventions, registered and unregistered design rights, copyrights (including rights in computer software), topography rights, rights of extraction relating to databases, data base

rights, moral rights, rights of confidence, know-how and all other similar rights together with all or any goodwill relating or attaching thereto which is created, which may subsist in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registration;

"**Key Contractor's Personnel**" means those Contractor's Personnel who are set out in the Contractor's Tender Response as having responsibility for the delivery of the Solution and whose details and curriculum vitae are as set out in Schedule Two;

"Milestone Acceptance Certificate" means a written confirmation issued by CORU certifying that the Contractor has achieved a Payment Milestone in accordance with the requirements set out in Schedule Four;

"Milestone Completion Notice" means a written notice submitted by the Contractor to CORU certifying that the Contractor has completed a Payment Milestone, accompanied by every Deliverable and item of evidence listed against the Payment Milestone concerned;

"**New Service Provider**" means any person appointed or contracted by CORU, at its discretion, to provide services which are comparable with or intended to replace the Services or any part thereof on termination or expiry of this Agreement for whatever reason or, to the extent that CORU takes responsibility for the performance of such services itself, CORU;

"Normal Working Hours" means any time between 9am and 5pm (Irish time) on a Working Day;

"**Parties**" means CORU and the Contractor and **"Party"** means either of them;

"Payment Milestone" means the set milestones for the payment of the Charges to the Contractor by CORU;

"Provisional Acceptance" means the passing by the Solution of the Provisional Acceptance Tests and which will serve as an initial indication that the Solution as delivered by the Contractor is in conformity with the Specification;

"Provisional Acceptance Certificate" means the acceptance certificate to be issued by CORU following Provisional Acceptance of the Solution in accordance with Clause 6.7;

"Provisional Acceptance Tests" means the provisional acceptance tests as specified in the Final Implementation Plan, or as otherwise agreed in writing by the Parties, which are designed to show that each Deliverable, and the Solution as a whole, performs in accordance with the Specification;

"Regulator" means where applicable all present and future regulatory bodies having jurisdiction over CORU including, but not limited to, the Data Protection Commission, the Department of Health and/or any other national or supra-national authority, minister, court, tribunal, public or statutory body with power and competence to make binding decisions, awards, rulings or judgments in relation to CORU;

"**Relevant Systems**" has the meaning assigned to that term in Clause 11.10.17;

"Representative" means the CORU Representative or the Contractor Representative as the case may be;

"RFT" has the meaning given to it in Recital A;

"RMS" means the Registrant Management System;

"Service Credits" means the service credits calculated and applied in accordance with Schedule Three, being a reduction in the Charges reflecting the reduced value of the Services received and not damages;

"Service Levels" means the service levels (including the availability and incident restoration targets and the key performance indicators) set out in Schedule Three in respect of which Support Services are to be provided;

"**Services**" means the services to be provided by the Contractor to CORU under this Agreement including, without limitation, the Implementation Services, acceptance testing, Go-Live, training, and any other services to be provided by the Contractor to CORU pursuant to this Agreement and as more particularly identified in the Specification, the Support Services and any additional or expanded services procured by CORU through the Change Control Procedure;

"Solution" means the cloud-based Registrant Management System described in the Specification, being an established, cloud-based Registrant Management System that shall, to the extent possible, be configured (rather than wholly custom-built) to meet CORU's requirements, hosted and operated by the Contractor as part of the Services, supporting recognition, registration and continuing professional development audit functions, including the Deliverables and all configuration, integrations, environments, portals, documentation and related components provided as part of the Services;

"**Specification**" means the specifications issued with the RFT, incorporating any deviations thereto agreed by CORU in accordance with clause 1.5, a copy of which is set out in Schedule One;

"**State**" means Ireland;

"Support Services" means the support services (including Service Levels) described in Schedule Three;

"Term" has the meaning set out in Clause 3.2 of this Agreement;

"Third Party Software" means any software incorporated into the Solution by the Contractor in respect of which the Intellectual Property is owned by a third party;

"**Working Day**" means any day other than Saturday or Sunday or a bank or public holiday in the State; and

1.2 In this Agreement a reference to:

1.2.1 a statutory provision or law includes a reference to the statutory provision or law as amended, modified or re-enacted or both from time to time and any subordinate legislation or law made under the statutory provision or law;

1.2.2 clauses, sub-clauses, paragraphs, sub-paragraphs and schedules are to clauses, sub-clauses, paragraphs, sub-paragraphs and schedules to this Agreement unless the context otherwise suggests;

1.2.3 a person includes a reference to a body corporate, association or partnership;

1.2.4 a person includes a reference to that person's legal personal representatives, successors and lawful assigns; and

1.2.5 a document is a reference to that document as from time to time supplemented or varied.

1.3 The schedules (and all documents incorporated or referenced therein) comprise schedules to this Agreement and form part of this Agreement.

1.4 In the event of any ambiguity or conflict between this Agreement and the Schedules the Agreement shall take precedence. In the event of any ambiguity or conflict between the Schedules to this Agreement the following order of precedence shall apply:

1.4.1 the Specification (Schedule One);

1.4.2 the Contractor's Tender Response (Schedule Eight);

1.4.3 the Initial Implementation Plan (Schedule Twelve); and

1.4.4 the remaining Schedules.

1.5 Solely where (a) the Contractor expressly discloses an inability to meet a specific Specification requirement and proposes a concrete mitigation or alternative, and (b) CORU has expressly accepted that mitigation or alternative in writing, the relevant accepted Contractor commitment shall prevail over the conflicting Specification requirement for that specific item only and such commitment shall be outlined in Schedule Eight. Notwithstanding the foregoing, no mitigation, alternative or deviation (whether set out in Schedule Eight, Part B or otherwise) may be proposed by the Contractor against, or shall prevail over, qualify or limit: (i) any requirement designated as mandatory in the Specification; or (ii) the Contractor's obligations under Clause 7.5, Clause 9.7 and Clause 25.1.20 relating to the hosting, storage, processing and transfer of CORU Data within the EEA.

1.6 Headings to clauses are for convenience only and do not affect the interpretation of this Agreement.

2 ENGAGEMENT OF THE CONTRACTOR AND AGREEMENT TO SUPPLY SERVICES

2.1 In consideration of the award of this Agreement, and the payment by CORU of the Charges to the Contractor in accordance with Clause 14 and Schedule Four, the Contractor agrees to provide the Solution (including the Deliverables forming part of the Solution) and the Services to CORU in accordance with the terms of this Agreement.

2.2 The Contractor will provide the Solution in accordance with the terms of this Agreement, Applicable Law, Good Industry Practice and the Contractor's Tender Response. Where the Contractor has confirmed in the Contractor's Tender Response that it will deliver a 'desirable' requirement identified as part of the compliance matrix included at Schedule Eight, delivery of that requirement is mandatory and such 'desirable' requirements form part of the Solution and/or Services.

2.3 While this Agreement is in force, the Contractor shall give CORU such time and attention as may be necessary for the proper exercise of the Contractor's duties under this Agreement.

2.4 The Contractor hereby agrees to liaise with and co-operate with CORU and any other contractor engaged by CORU as CORU may request in connection with the Solution and the Services.

2.5 If CORU wishes to expand or add to the Services being provided under this Agreement, such expansion or addition shall be procured through the Change Control Procedure set out in Schedule Seven. The Contractor shall consider any such request in good faith and shall use commercially reasonable endeavours to accommodate CORU's requirements.

2.6 The Parties acknowledge and agree that CORU is not under any obligation to procure any additional or expanded Services under this Agreement, which shall be procured at the sole discretion of CORU.

2.7 No Volume Guarantee

2.7.1 CORU gives no guarantee that any Services will be procured under this Agreement and accepts no liability for the volume of the Services which may be ordered by CORU from the Contractor under this Agreement. Any indication of likely volumes is given as an indication only, and is not legally binding.

2.8 Continuous Improvement

2.8.1 The Contractor shall develop, implement and continuously improve procedures used for the delivery of the Solution that will enhance cost effectiveness and quality and facilitate flexibility in delivery of the Solution.

2.8.2 The Contractor shall deliver value for money, continuous improvements and on-going cost reductions and efficiencies in the provision of the Solution.

2.9 The Contractor undertakes that it will:

2.9.1 ensure the successful, smooth and seamless transition, rollout, integration, commencement and on-going provision and availability of the Services;

2.9.2 ensure the security of CORU's Confidential Information and CORU Data;

2.9.3 provide flexibility and capacity in the provision of Services to deal with significant changes in CORU's demand for the Services;

2.9.4 ensure the provision of a cost-effective and efficient service by the Contractor;

2.9.5 ensure the availability of the Solution at any time as may be requested by CORU;

2.9.6 at least achieve and preferably exceed the Service Levels;

2.9.7 ensure there is a knowledge and skills transfer by the Contractor's Personnel to CORU's personnel to enable CORU to generate efficiencies with respect to its requirement for the Services; and

2.9.8 notify CORU as soon as practicable of any improvement projects that the business could avail of in the form of a formal business case proposal.

3 DURATION AND TERMINATION

3.1 This Agreement shall come into force on the Commencement Date and, subject to earlier termination in accordance with its terms, shall continue in full force and effect for an initial period of three (3) years from the Commencement Date (the "**Initial Term**"). At the expiry of the Initial Term, the Agreement may be extended, at CORU's sole discretion, for up to two (2) further periods of twelve (12) months each (each an "**Extension Term**"). Any extension shall be on the same terms and conditions as set out in this Agreement and at the Charges set out in Schedule Four.

3.2 The Initial Term and any Extension Term shall together constitute the "**Term**". The maximum total Term of this Agreement shall not exceed five (5) years. For the avoidance of doubt the Implementation Period shall constitute part of the Initial Term.

3.3 If the Contractor:

3.3.1 contravenes the provisions of Clauses 10 and/or 35;

3.3.2 abandons or threatens to abandon the Agreement;

3.3.3 commits a material or persistent breach thereof and fails to remedy the breach (if capable of remedy) within thirty (30) days of receipt of written notice from CORU giving details of the breach and requiring it to be remedied;

3.3.4 becomes bankrupt, or makes any composition or arrangement with, or conveyance or assignment for the benefit of the Contractor's creditors, or any application is made under any bankruptcy act for the time being in force for a sequestration of the Contractor's estate, or a trustee is granted by the Contractor on behalf of the Contractor's creditors, or if the Contractor, being a company, enters into voluntary or compulsory liquidation (except for the purpose of reconstruction or amalgamation), or if a receiver or examiner of any of the Contractor's assets is appointed;

3.3.5 undergoes a Change of Control and CORU does not give its prior written consent to such Change of Control; or

3.3.6 makes a material misrepresentation in writing as part of the Contractor's Tender Response or otherwise in the RFT process;

3.3.7 commits any act of grave misconduct or gross default or any conduct tending to bring either the Contractor or CORU into disrepute and as a consequence CORU reasonably believes that its continued association with the Contractor will be prejudicial or otherwise detrimental to the reputation of CORU;

3.3.8 was, at the time of the award of the Agreement, in one of the situations referred to in Article 57 of Directive 2014/24/EU and should have been excluded from the procurement procedure leading to the award of this Agreement;

or, if:

3.3.9 the Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties governing the European Union or the European Union (Award of Public Authority Contracts) Regulations 2016 that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU; or

3.3.10 a Regulator orders or requests that the Agreement or any part of it is terminated or withdraws or refuses to grant any necessary licence, approval or consent; or

3.3.11 the Agreement has been subject to a substantial modification which requires a new procurement procedure in accordance with applicable public procurement legislation;

3.3.12 a Critical Service Failure (as defined in Schedule Three) occurs in accordance with paragraph 11 of Schedule Three;

CORU may, without prejudice to any other right or remedy, terminate the Agreement forthwith by giving the Contractor seven (7) days written notice thereof.

3.4 Notwithstanding any other provision of this Agreement, CORU may terminate this Agreement in whole at any time upon ninety (90) days' written notice to the Contractor. Such termination shall be effected in the manner specified in the notice and shall be without prejudice to any claims which either Party may have against the other under this Agreement. The Contractor shall comply with the provisions of the notice.

3.5 CORU may, at any time, terminate this Agreement early on such notice as it considers appropriate in the event that a challenge to the award of this Agreement to the Contractor or to any aspect of the competition leading to award of this Agreement is or has been made by any person on the grounds of non-compliance with EU public procurement rules. If CORU exercises its right of termination pursuant to this Clause, it shall pay the Contractor for such of the Services as are provided up to the termination date in accordance with the Charges. Subject to Clause 3.9, the Contractor shall not be entitled to any other payment or to any compensation (whether for loss of profit for services not provided or for loss of opportunity or reputation or otherwise) or remedy whatsoever as a result or in respect of early termination of this Agreement.

3.6 In the event that this Agreement is declared ineffective pursuant to applicable public procurement legislation, CORU shall have no liability to the Contractor other than in respect of Services provided prior to the date on which such ineffectiveness order takes effect. Under no circumstances shall the Contractor be entitled to any payment or compensation for loss of profit for Services not provided consequent on such declaration of ineffectiveness or for loss of opportunity or reputation or otherwise.

3.7 Without prejudice to Clause 3.3, if CORU commits a material breach of this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice from the Contractor specifying the breach in reasonable detail and requiring its remedy, the Contractor may terminate this Agreement by giving not less than thirty (30) days' further written notice to CORU.

3.8 Subject to the provisions of Clause 3.5 and Clause 3.9, the Exit Management Plan and Schedule Ten, any prepaid charges for Services to be completed after termination of this Agreement shall forthwith, upon termination, be refunded to CORU.

3.9 **Termination Payments**

In the event of termination of this Agreement, the Contractor's entitlement to payment shall be determined as follows:

3.9.1 Subject to Clause 4.5.4, where this Agreement is terminated by CORU pursuant to Clause 3.3 (termination for Contractor default), Clause 3.5 (termination following procurement challenge), Clause 3.6 (termination following ineffectiveness order), or where termination results from any act, omission, default or breach by the Contractor, the Contractor shall be entitled only to such Charges directly attributable to the proportion of the Services properly completed in accordance with this Agreement prior to termination;

3.9.2 where this Agreement is terminated by CORU pursuant to Clause 3.4 (termination for convenience) or by the Contractor pursuant to Clause 3.7 (termination for CORU's material breach), the Contractor shall be entitled to:

(a) if terminated during the first twenty-four (24) months of the Term: such Charges directly attributable to the proportion of the Services properly completed in accordance with this Agreement prior to termination, together with an early termination fee calculated as follows: (A) if termination occurs during the first twelve (12) months of the Term, a sum equal to twenty-five per cent (25%) of the total implementation charges set out in Schedule Four that have not yet been invoiced or paid; and (B) if termination occurs during the second twelve (12) months of the Term, a sum equal to fifteen per cent (15%) of the total implementation charges set out in Schedule Four that have not yet been invoiced or paid. For the avoidance of doubt, if termination occurs after the first twenty-four (24) months of the Term, the Contractor shall be entitled to the amounts set out in Clause 3.9.2(b) only and no early termination fee shall be payable; and

(b) if terminated during the remainder of the Term: such Charges directly attributable to the proportion of the Services properly completed in accordance with this Agreement prior to termination, together with the Contractor's reasonable and evidenced costs of orderly demobilisation and wind-down directly resulting from such termination (provided that the Contractor takes all reasonable steps to mitigate such costs and provides CORU with a detailed breakdown within thirty (30) days of the termination date).

3.9.3 where this Agreement expires at the end of the Term, the Contractor shall be entitled only to such Charges as are owing for Services properly performed up to the date of expiry.

3.10 On termination of this Agreement, the Contractor shall execute and deliver all documentation prepared by the Contractor and all other documentation in its custody or control relating to the Services to CORU and shall take further steps as CORU may reasonably require for the purpose of fully vesting in CORU all rights and benefits of the Contractor arising therefrom.

3.11 The Parties shall develop an Exit Management Plan in accordance with the provisions of Schedule Ten. On termination of this Agreement for any reason or the expiry of the Agreement, the provisions of the Exit Management Plan shall apply.

4 FINAL IMPLEMENTATION PLAN AND IMPLEMENTATION SERVICES

4.1 Forthwith upon execution of this Agreement, the Contractor shall commence, in collaboration with CORU, preparation of the Final Implementation Plan on the basis of the Initial Implementation Plan submitted by the Contractor as part of the Contractor's Tender Response and included at Schedule Twelve. The Final Implementation Plan shall further develop and elaborate upon the Initial Implementation Plan and the commitments in the Contractor's Tender Response, and shall set out the phased delivery of the Solution and the Services, the implementation timetable, dependencies, acceptance activities and governance arrangements, and will be consistent with the Initial Implementation Plan. For the avoidance of doubt, the Final Implementation Plan process under this Clause 4 is not a mechanism for negotiating new material obligations beyond the scope of the Specification, the RFT and the Contractor's Tender Response.

4.2 Forthwith upon completion of the Final Implementation Plan, the Contractor shall submit the same for approval by CORU (such date being herein referred to as the "**FIP Submission Date**"). The Contractor is solely responsible for the Final Implementation Plan being final and complete and CORU shall not be responsible for any elements which are not fully detailed in the proposed Final Implementation Plan provided by the Contractor.

4.3 CORU shall within twenty-five (25) Working Days of the FIP Submission Date, by notice served upon the Contractor, either approve the Final Implementation Plan or respond to the Contractor with such comments and/or requests for amendment as it shall reasonably judge appropriate. If CORU fails to approve the Final Implementation Plan or respond with comments and/or requests for amendment within the said period it shall be deemed to have approved the Final Implementation Plan with effect from the expiry of such period.

4.4 The Contractor shall take account of all comments and/or requests for amendments received from CORU pursuant to Clause 4.3 and shall incorporate the same free of charge in a revised version of the Final Implementation Plan to be prepared and delivered to CORU within fifteen (15) Working Days of the last such comment and/or request for amendment so received from CORU. For the avoidance of doubt, the Contractor shall not be required to incorporate comments and/or requests for amendment received from CORU to the extent that the Contractor can reasonably demonstrate that such comments and/or requests for amendment are not within the scope of the Specification, the Initial Implementation Plan or the Contractor's Tender Response, and that they go materially beyond what is reasonably envisaged by the Specification, the Initial Implementation Plan or the

Contractor's Tender Response. If CORU wishes the Contractor to incorporate any such comment and/or request for amendment, then such comment and/or request for amendment shall be dealt with as if it were a change pursuant to Clause 16.

4.5 The process described in Clauses 4.3 and 4.4 shall be repeated until such time as CORU shall have approved (or shall be deemed to have approved) the Final Implementation Plan. Provided however that in the event that the Final Implementation Plan:

4.5.1 has not been submitted to CORU for approval pursuant to Clause 4.2 within three (3) months of the Commencement Date; or

4.5.2 has not been approved (or deemed approved) by CORU within sixty-five (65) Working Days of the FIP Submission Date and the reason why it has not been approved or deemed approved is that it does not address in the detail reasonably required by CORU all of the matters identified in the Initial Implementation Plan (or which are within the scope of or which are reasonably envisaged by the Specification);

then CORU may:

4.5.3 accept as much of the Final Implementation Plan subject to such refund of the Charges as is fair and reasonable taking into account the extent to which the Final Implementation Plan submitted by the Contractor is incomplete or fails to address in the detail reasonably required by CORU all of the matters identified in the Initial Implementation Plan or which are within the scope, or are reasonably envisaged by the Specification; or

4.5.4 reject the Final Implementation Plan without prejudice to any other rights or remedies to which CORU may be entitled to hereunder or at law to terminate this Agreement without any liability to the Contractor.

4.6 The timelines and dates for the delivery of the Solution set out in the Final Implementation Plan may be amended or revised at CORU's absolute discretion.

4.7 In consideration of the payment of the Charges, the Contractor shall provide the Implementation Services during the Implementation Period in accordance with the Final Implementation Plan and Good Industry Practice.

4.8 The Contractor shall perform each of the tasks identified in the Final Implementation Plan by the applicable date assigned to the particular task in the Final Implementation Plan.

5 DELAY AND DELIVERY OF SERVICES

5.1 The Contractor shall provide the Services in accordance with the terms of this Agreement, including the timeframes and phased implementation approach set out in the Final Implementation Plan.

5.2 The Contractor shall actively monitor and project manage the delivery of the Services, including:

5.2.1 anticipating and identifying any potential or actual failure to meet a deadline set out in the Final Implementation Plan or any other obligation under this Agreement which has a time frame for performance (a "**Delay**"); and

5.2.2 taking all steps required to avoid such Delays or, to the extent that the Delay may arise or has arisen as a result of a failure by CORU to meet its obligations, notifying CORU of the steps required by CORU to enable the Contractor to avoid or overcome such Delays.

5.3 The Contractor shall:

5.3.1 immediately notify CORU and any other relevant suppliers of any potential or actual Delay;

5.3.2 inform CORU whether the Contractor will be able to temporarily work around the problem in order to prevent or rectify the Delay, or whether any other person can provide the Services in order to prevent, limit or rectify the Delay; and

5.3.3 following a request to do so, prepare and submit to CORU a report identifying the nature of the potential or actual Delay.

5.4 If there is a Delay, the CORU Representative and the Contractor Representative (or their mutually agreed representatives) must, if requested to do so by CORU, meet within two (2) Working Days after receipt of that request to discuss how the Contractor will overcome the Delay. The Contractor must, unless expressly otherwise required by CORU:

5.4.1 develop and implement an action plan specifying the process for identifying the cause of the Delay, the actions to be implemented, a timeline for implementation, and any other content reasonably requested by CORU (an "**Action Plan**");

5.4.2 prepare and submit regular update reports (as required by CORU) in relation to the Delay; and

5.4.3 take all steps required by CORU to prevent, limit or rectify the Delay (including increasing the number of Contractor's Personnel that are working on the Services, at no additional cost to CORU).

5.5 To the extent a Delay is caused by the Contractor, CORU may do one or more of the following:

5.5.1 withhold any payment directly applicable in relation to the missed delivery obligation until such obligation is met; and/or

5.5.2 specify a revised date for the delivery obligation to be met that is reasonably achievable in the circumstances.

5.6 The Contractor will not be liable for any Delay to the extent such a Delay is directly attributable to the action or inaction of CORU. Where a Delay is caused in part by the Contractor and in part by CORU, the Contractor's liability shall be apportioned to reflect only the Contractor's contribution to the Delay.

6 TESTING, PROVISIONAL ACCEPTANCE, GO-LIVE AND FINAL ACCEPTANCE

6.1 The Contractor shall deliver the Solution (or any part thereof) to CORU for testing by the date(s) specified in the Final Implementation Plan (the "**Test Submission Date**"). Time is of the essence as to delivery of the Solution under this Agreement.

6.2 The Contractor shall prepare the acceptance tests, including all user stories, test scripts, validation procedures and acceptance criteria, in accordance with the testing requirements, procedures and timelines set out in the Final Implementation Plan. CORU shall lead the execution of the acceptance tests, with the Contractor's collaboration and support. The Contractor shall provide CORU with all necessary assistance, collaboration and support to enable CORU to carry out the acceptance testing process effectively. Each Implementation Phase shall be subject to formal acceptance by CORU against pre-agreed acceptance criteria, and the Payment Milestones shall apply in accordance with Schedule Four. The Contractor shall be solely responsible for the acceptance testing requirements

in the Final Implementation Plan being adequate and complete for the Solution and addressing any testing requirements for the Solution including Deliverables, equipment or hardware.

6.3 If the Solution (or any part thereof) fails the Provisional Acceptance Tests at a particular Implementation Phase (disregarding any minor and inconsequential failures) the Contractor shall, without prejudice to any other right or remedy to which CORU might be entitled, forthwith rectify free of charge such defects in the Solution as it shall in the circumstances reasonably judge necessary and in sufficient time to make possible the repetition of the Provisional Acceptance Tests for that Implementation Phase within five (5) Working Days of the date of failure (or such later date as the Parties may agree) (the "**First Repeat Acceptance Tests**").

6.4 If the Solution (or any part thereof) fails the First Repeat Acceptance Tests at a particular Implementation Phase (disregarding any failures which in no way inhibit normal business practices), CORU may, without prejudice to any other right or remedy to which CORU might be entitled, require the Contractor by written notice to rectify forthwith free of charge such defects in the Solution as the Contractor shall reasonably judge necessary to enable the Solution to pass repeat Provisional Acceptance Tests at that Implementation Phase (the "**Second Repeat Acceptance Tests**"). The Second Repeat Acceptance Tests shall be carried out within five (5) Working Days of the date of failure.

6.5 If the Contractor has not completed the alterations or modifications referred to in Clause 6.4 by the tenth (10^{th}) Working Day after the First Repeat Acceptance Tests for a particular Implementation Phase or if the Solution (or any part thereof) shall fail the Second Repeat Acceptance Tests at a particular Implementation Phase (disregarding any minor and inconsequential failures), CORU shall be entitled at its option to proceed under Clauses 6.5.1 to 6.5.3 below;

6.5.1 fix a new date for carrying out further repeat Provisional Acceptance Tests on the same terms and conditions as the Second Repeat Acceptance Tests at the Implementation Phase;

6.5.2 without prejudice to any rights or remedies to which CORU may be entitled hereunder or at law terminate this Agreement and receive a full refund of all Charges paid under this Agreement; or

6.5.3 accept such Second Repeat Acceptance Tests subject to an abatement of the Charges set out in Schedule Four, such abatement to be such amount as is agreed in writing between the Parties.

6.6 The Parties hereby agree to provide each other with all such assistance and advice as is reasonable in connection with the tests to be carried out pursuant to this Clause 6 with a view to ensuring that the Solution passes the Provisional Acceptance Tests.

6.7 When the Solution has been provisionally accepted by CORU, CORU shall issue a Provisional Acceptance Certificate to the Contractor in respect of the Solution.

6.8 Upon Provisional Acceptance of the Solution (or, where the Solution is being delivered in more than one Implementation Phase, upon Provisional Acceptance of the relevant Implementation Phase), CORU shall notify the Contractor of the proposed Go-Live date for the Solution or, as applicable, for that Implementation Phase, and the Contractor shall perform the activities and provide the assistance specified in the Final Implementation Plan.

6.9 Final Acceptance shall occur when the Solution has been operating in a live environment for a period of not less than six (6) months from Go-Live (or, where the Solution is delivered in more than one Implementation Phase and Go-Live occurs separately for each Implementation Phase, from the Go-Live of the final Implementation Phase) and the Final Acceptance Criteria have been

met during that period. The Final Acceptance Certificate shall be executed within five (5) Working Days of the Final Acceptance Date.

6.10 Where CORU fails to complete the relevant Provisional Acceptance Tests referred to in Clause 6.3 to Clause 6.6, inclusive for one or more Implementation Phases and such failure is directly due to the Contractor's default in its obligations under this Agreement (including any failure to provide the test materials or collaboration required under Clause 6.2), the time for performance by CORU of the relevant Provisional Acceptance Tests referred to in Clause 6.3 to Clause 6.6 shall be extended by the minimum amount of time required to re-schedule the events or steps that would otherwise have occurred, but for, or which were directly impacted as a result of, such default by the Contractor.

6.11 Notwithstanding any other provision of this Agreement, where the Solution fails to pass the Provisional Acceptance Tests within sixty (60) Working Days of the Test Submission Date, CORU may, at its option, reject the Solution and, without prejudice to any other rights or remedies, terminate this Agreement.

6.12 Where the Solution fails to pass the Provisional Acceptance Tests within sixty (60) Working Days of the Test Submission Date for any Implementation Phase, CORU may reject that Implementation Phase and, without prejudice to any other rights or remedies, terminate this Agreement.

6.13 The acceptance process set out in this Clause 6 will apply to the Solution and each Implementation Phase. In the event that the Contractor fails to achieve Final Acceptance within the specified timeframe, CORU may elect not to continue with any remaining Implementation Phase.

6.14 The Contractor hereby agrees subject to the payment of its reasonable fees (if applicable), to liaise with and co-operate with CORU and such third party agents and contractors of CORU as CORU may request, in connection with the Solution including for the avoidance of doubt, in connection with such future information technology developments as may be undertaken by CORU in connection with or related to the Solution. In complying with the provisions of this Clause 6.14, the Contractor shall execute such confidentiality agreements as CORU and/or such other third parties may reasonably require. CORU agrees to use commercially reasonable endeavours to procure that such third parties shall execute such confidentiality agreements in favour of the Contractor as the Contractor may reasonably require.

7 DATA MIGRATION

7.1 The Contractor shall be responsible for the migration of all in-scope data from CORU's current system(s), including all associated documents, records, metadata and audit trails (the "**Data Migration**"), in accordance with the Data Migration Plan prepared in accordance with Clause 7.2 (the "**Data Migration Plan**"). The Contractor shall carry out the Data Migration at its own cost and risk and in compliance with this Agreement, the Specification, Data Protection Legislation and Applicable Law. For the avoidance of doubt, the Data Migration shall be conducted as a separate workstream running in parallel with, but independent of, the Implementation Phases and the acceptance testing process set out in Clause 6.

7.2 The Contractor shall, within thirty (30) Working Days of the Commencement Date (or such other period as may be agreed in writing by the Parties), prepare and submit to CORU for approval a comprehensive Data Migration Plan which shall, as a minimum, address:

7.2.1 discovery, profiling and assessment of all in-scope data, data mapping and transformation rules, and the allocation of data cleansing responsibilities between the Parties;

7.2.2 a schedule for trial migrations, validation, reconciliation, sign-off, cut-over and Go-Live, together with agreed control totals and acceptance criteria against which the completeness and accuracy of each migration shall be measured;

7.2.3 a documented fallback and rollback plan in the event that the Data Migration or any cut-over does not meet the agreed acceptance criteria; and

7.2.4 risk identification and mitigation measures specific to the Data Migration.

7.3 The Contractor shall carry out not fewer than two (2) full trial migrations of all in-scope data into a non-production environment prior to any live cut-over. Following each trial migration, the Contractor shall provide CORU with a detailed reconciliation report evidencing completeness and accuracy against the agreed control totals. CORU shall have a period of not less than ten (10) Working Days following receipt of each reconciliation report to review and either approve or reject the trial migration. The Contractor shall not proceed to live cut-over without CORU's prior written approval of the final trial migration.

7.4 The Contractor warrants and undertakes that all migrated data shall:

7.4.1 retain its historic status, dates, decisions, annotations and full audit history, such that the integrity and provenance of each record is preserved in the Solution;

7.4.2 be complete and accurate in all material respects when measured against the agreed control totals and reconciliation criteria;

7.4.3 be fully accessible, searchable and usable within the Solution immediately following completion of the Data Migration; and

7.4.4 comply with Data Protection Legislation, including, where applicable, the requirements relating to special category Personal Data.

7.5 All Data Migration activity shall be conducted within the European Economic Area (the "**EEA**"). The Contractor shall not transfer, process, store or permit access to any CORU Data outside the EEA in connection with the Data Migration without the prior written consent of CORU.

7.6 If at any time during the Data Migration the Contractor becomes aware that the Data Migration will not or is unlikely to meet the agreed acceptance criteria or the timetable set out in the Data Migration Plan, the Contractor shall immediately notify CORU in writing, providing full details of the issue, the actual or anticipated impact and the remedial steps the Contractor proposes to take. The Contractor shall implement the remedial steps at its own cost and without delay.

7.7 Where the Data Migration fails to meet the agreed acceptance criteria following the final trial migration, or where any data loss or corruption occurs during or as a result of the Data Migration which is attributable to the acts or omissions of the Contractor, the Contractor shall, without prejudice to any other right or remedy to which CORU may be entitled under this Agreement or at law, promptly restore the affected data at the Contractor's own cost, including by implementing the fallback plan referred to in this clause.

7.8 The Contractor shall provide CORU with a final Data Migration completion report within ten (10) Working Days of the completion of the live Data Migration, which shall include confirmation of reconciliation against agreed control totals, details of any data exceptions or exclusions and the resolution of same. The Data Migration shall be subject to its own sign-off process as set out in the Data Migration Plan and shall not form part of the Provisional Acceptance or Final Acceptance process under Clause 6.

8 SUPPORT SERVICES, SERVICE LEVELS, SERVICE AVAILABILITY AND TRAINING

8.1 The Contractor agrees to provide the Support Services in accordance with the terms of this Agreement, including the Service Levels set out in Schedule Three. The Support Services shall commence for CORU on the date that CORU issues its Provisional Acceptance Certificate in accordance with Clause 6.7. The Service Levels and Service Credits set out in Schedule Three shall apply from the date falling one (1) month after the end of the Hypercare Period and shall continue for the remainder of the Term. For the avoidance of doubt, no Service Credits shall accrue during the Implementation Period or during a Hypercare Period.

8.2 The Contractor shall provide enhanced Support Services free of charge during the Hypercare Period. During the Hypercare Period, the Contractor shall, as a minimum, provide:

8.2.1 the provision of suitably qualified technical and functional personnel on-site at CORU's premises during Normal Working Hours for the first two (2) weeks following Go-Live to provide immediate support, issue resolution, user assistance and operational stabilisation activities;

8.2.2 dedicated access to appropriately qualified technical and functional support personnel familiar with the Solution and its implementation;

8.2.3 availability of suitably qualified technical resources to respond to Priority 1 incidents on a twenty-four (24) hours per day, seven (7) days per week basis throughout the Hypercare Period;

8.2.4 provision of on-call support outside Normal Working Hours, including weekends and public holidays, for the investigation and resolution of Priority 2 incidents which materially impact the availability, performance, security or core functionality of the Solution;

8.2.5 extended support hours, including coverage during all Normal Working Hours and such additional hours as may reasonably be required to support the stabilisation of the Solution;

8.2.6 maintenance of an escalation path to senior technical and managerial resources where required to restore critical services;

8.2.7 priority triage, investigation and resolution of incidents, defects and service requests arising from the operation of the Solution following Go-Live;

8.2.8 proactive monitoring of the Solution, integrations, data synchronisations, interfaces, performance, availability and security events;

8.2.9 daily review of system performance, incident logs and operational issues, together with prompt escalation of any actual or potential service disruption;

8.2.10 daily status meetings with CORU during the first two (2) weeks of the Hypercare Period, and thereafter at such frequency as agreed by the Parties;

8.2.11 deployment, testing and implementation of fixes, patches, configuration changes and workarounds required to resolve issues identified during the Hypercare Period, in accordance with the version control and regression testing requirements of Clause 8.8 and, in the case of security patches, the timescales set out in Clause 11.2.10;

8.2.12 a formal transition from the Hypercare Services to standard Support Services at the conclusion of the Hypercare Period, including confirmation that all Priority 1 and Priority 2 incidents have been resolved or are subject to an agreed remediation plan; and

8.2.13 production of a weekly Hypercare Report summarising system availability, incident trends, outstanding issues, risks, mitigations and recommended actions;

8.2.14 any additional requirements as further detailed in the Final Implementation Plan.

8.3 During the Hypercare Period the following service levels shall apply:

8.3.1 Priority 1 (Critical): the Solution or a critical business process is unavailable or materially impaired, the public register is unavailable, Personal Data is at risk and no workaround exists. Response: one (1) hour. Resolution or workaround: one (1) to four (4) hours.

8.3.2 Priority 2 (High): a significant business process is impaired, or a critical process is impaired but a workaround exists, and a significant number of users are affected. Response: two (2) hours. Resolution or workaround: two (2) to twenty-four (24) hours.

8.4 In circumstances where the Contractor fails to provide Support Services in accordance with the Service Levels, or where the Solution fails to meet the service availability targets as set out in Schedule Three, then, without prejudice to any other right or remedy to which CORU may be entitled (including the right to terminate this Agreement for a Critical Service Failure as defined in Schedule Three), the Service Credits set out in Schedule Three shall apply in accordance with the calculation, caps and exclusions specified therein.

8.5 The Contractor shall, prior to the issue of the Final Acceptance Certificate and from time to time thereafter, provide such training to CORU or its nominees as may be required to enable CORU and its nominees to use, operate and maintain the Solution as detailed in the Specification.

8.6 The Contractor shall provide a named service delivery manager (being the Contractor's Representative or otherwise) who shall be responsible for the delivery of the Support Services and shall act as the primary point of contact for service management matters during the Term. Prior notice will be provided to CORU should this service delivery manager need to change during the Term.

8.7 The Contractor shall be entitled to carry out planned maintenance on the Solution provided that:

8.7.1 planned maintenance shall not exceed four (4) hours per calendar month;

8.7.2 planned maintenance shall be carried out outside CORU’s core business hours (09:00 to 17:30, Monday to Friday, excluding public holidays), at times agreed with CORU;

8.7.3 the Contractor shall provide CORU with not less than ten (10) Working Days' prior written notice of any proposed planned maintenance window, save in the case of an emergency security patch; and

8.7.4 periods of planned maintenance which comply with the requirements of this Clause 8 shall not be treated as periods of unavailability for the purposes of measuring the Service Levels.

8.8 The Contractor shall maintain the Solution on a currently supported version at all times. All maintenance, security patches, updates, upgrades and new versions of the Contractor Software and the Solution shall be delivered at no additional charge. The Contractor shall give CORU not less than twenty (20) Working Days’ prior written notice of any update or upgrade which alters the functionality, user interface or Configuration of the Solution (save in the case of an emergency security patch, in respect of which notice shall be given as soon as reasonably practicable), and the timing of the release of any such update or upgrade to the production environment shall be agreed with CORU. Each update or upgrade shall preserve all Configuration, integrations and CORU Data, shall not adversely affect the operation of the Configuration or integrations, and shall be

regression-tested by the Contractor in a non-production environment before release to the production environment. Where any update or upgrade adversely affects the Configuration, integrations or CORU Data, the Contractor shall, at its own cost, promptly remedy the same or restore the Solution to its prior version.

8.9 The Contractor shall provide role-based training to CORU's end users, super users and system administrators before each Go-Live, including a super user and administrator programme sufficient to enable CORU staff to perform configuration without recourse to the Contractor.

8.10 The Contractor shall provide a training environment, training materials, quick reference guides and recorded training content which CORU may reproduce and reuse for internal training purposes during the Term and thereafter. All training materials, quick reference guides and recorded training content created by or on behalf of the Contractor specifically for CORU shall constitute Deliverables, and title to them shall vest in CORU in accordance with Clause 24.2. To the extent that any such materials incorporate pre-existing materials of the Contractor, the Contractor hereby grants to CORU a perpetual, irrevocable, royalty-free, non-exclusive licence to use, reproduce, adapt and reuse such pre-existing materials for CORU's internal training purposes.

8.11 The Contractor shall provide refresher training and new-joiner training on request during the Term, at the rates set out in Schedule Four.

8.12 The Contractor shall deliver a documented knowledge transfer plan and shall complete knowledge transfer before the end of the Hypercare Period.

8.13 The Contractor shall provide and maintain throughout the Term, at no additional charge, separate production, test/user acceptance testing, training and disaster recovery environments for the Solution. The Contractor shall, at CORU's request, refresh any non-production environment from the production environment so that it reflects the full Configuration, integrations and data structures of the production environment. The Contractor shall ensure that any Personal Data copied into a non-production environment is anonymised or pseudonymised, save where CORU otherwise agrees in writing, in which case such Personal Data shall be protected by adequate and appropriate Security Measures (as defined in Clause 25.1.4).

8.14 Any failure of the Solution to operate in accordance with the Specification, the Contractor's Tender Response, the Final Implementation Plan or the warranties in Clause 11.10 shall be treated as a defect, and shall be remedied by the Contractor in accordance with the Service Levels and at no additional charge. A request by CORU for new or altered functionality which goes beyond the requirements of the Specification, the Contractor's Tender Response and the Final Implementation Plan shall constitute a Change Request to be dealt with in accordance with the Change Control Procedure. Where the Parties disagree as to whether a matter is a defect or a Change Request, the Contractor shall continue to remedy the matter in accordance with the Service Levels pending resolution of the Dispute in accordance with Clause 53, and shall be entitled to charge for such work in accordance with Schedule Four only where it is subsequently agreed or determined that the matter constituted a Change Request.

8.15 The Contractor shall maintain throughout the Term a documented escalation path for incidents and service requests, comprising the service delivery manager referred to in Clause 8.6 and senior technical and managerial resources of the Contractor. The Contractor shall provide details of the escalation path to CORU prior to Go-Live and shall notify CORU of any change to it.

9 CORU DATA

9.1 The Contractor shall preserve the integrity of any and all data, material and information provided to the Contractor by CORU or any third party in connection with the Services, including, without

limitation, confidential information and Personal Data (as defined under Data Protection Legislation) (the "**CORU Data**").

9.2 CORU Data shall at all times vest in and be the absolute property of CORU or its licensors or the relevant third-party, as the case may be. The Contractor shall assert no lien, right of retention or other right over CORU Data.

9.3 The Contractor shall ensure that regarding data security:

9.3.1 CORU Data remains at all times securely ring-fenced and protected from unauthorised access by any other clients of the Contractor;

9.3.2 CORU Data is used by the Contractor solely to the extent necessary for the provision of the Services; and

9.3.3 the Contractor shall comply with all reasonable directions made by CORU from time to time relating to use of CORU Data (excluding Personal Data, the same being addressed in Clause 25 (Data Protection)) in connection with the Services.

9.4 CORU shall be entitled, at any time during the Term or on expiry or termination of this Agreement, to the return of all or any CORU Data within a reasonable timeframe of issuing a written request to the Contractor. CORU Data shall be returned to CORU in such format as CORU may reasonably direct and shall, as a minimum, be in a form which facilitates the transfer of such data onto CORU's systems or the systems of any replacement service provider without material interruption to CORU's business.

9.5 Without prejudice to the generality of Clause 9.4, the Contractor will ensure that appropriate arrangements are made for the return of CORU Data to CORU in accordance with the provisions of Clause 9.4 of this Agreement in the following circumstances:

9.5.1 where it appears reasonably likely to CORU that the Contractor may become insolvent or suffer any analogous event; and

9.5.2 where the Contractor ceases to carry on business or that part of the business to which the Solution relates.

9.6 If CORU Data is corrupted or lost as a result of any breach by the Contractor of this Agreement, CORU shall (without prejudice to any other rights or remedies CORU may have under this Agreement for breach):

9.6.1 give the Contractor the opportunity to, and in which case the Contractor shall be obliged at its own expense to, restore or ensure the restoration of CORU Data to the most recent back up; and

9.6.2 in the event that the Contractor is unable to restore or ensure the restoration of CORU Data, CORU may itself restore or ensure the restoration of its data, material or information and the Contractor shall be obliged to pay CORU the costs of so doing.

9.7 The Contractor warrants and undertakes that the Solution (including all hosting infrastructure, application servers, databases, backups, replicas and disaster recovery environments) and all CORU Data shall at all times be hosted, stored and processed exclusively within the European Economic Area. The Contractor shall not, and shall procure that its sub-contractors and sub-processors shall not, transfer, host, store, process or permit access to any CORU Data or any component of the Solution outside the EEA without the prior written consent of CORU. The Contractor shall, on

request, provide CORU with evidence of the location of all hosting infrastructure and data storage facilities used in connection with the Solution and the Services.

9.8 The Contractor shall ensure that all backups of CORU Data and the Solution are held in a location which is physically and logically separate from the production environment of the Solution and which is, in accordance with Clause 9.7, within the EEA.

10 SECURITY STANDARDS

10.1 The Contractor confirms that it has security standards which are in accordance with Good Industry Practice and that such standards shall be implemented by the Contractor during the Term.

10.2 Each Party shall advise the other as soon as it becomes aware of any breach, or potential breach of security which may adversely affect the Services.

10.3 The Contractor and, where applicable, its hosting provider shall hold and maintain throughout the Term certification to ISO/IEC 27001:2022 (or equivalent) covering the Services and hosting arrangements.

10.4 The Contractor shall hold and maintain throughout the Term certification to ISO 9001:2015 (or equivalent) covering the delivery of software implementation and support services.

10.5 The Contractor shall provide evidence of the certifications referred to in this Clause 10 annually and shall notify CORU immediately of any change to its certified status.

10.6 The Contractor shall maintain throughout the Term a documented security incident response plan in respect of the Solution and the Services in accordance with Good Industry Practice. The Contractor shall test that plan not less than once in each Contract Year and shall provide CORU with a report on the outcome of each test, and any remedial actions arising, within twenty (20) Working Days of its conclusion. Without prejudice to Clause 10.2 and Clause 25.1.15, the Contractor shall notify CORU without undue delay, and in any event within twenty-four (24) hours, of becoming aware of any security incident affecting the Solution, the Services or CORU Data.

10.7 The Contractor shall notify CORU in writing within forty-eight (48) hours of becoming aware of any vulnerability (including any vulnerability classified by the vendor as critical or high) affecting the Solution, the Contractor Software, any Third Party Software or CORU Data. The notice shall set out the nature of the vulnerability, its potential impact and the remedial steps the Contractor proposes to take. The Contractor shall keep CORU informed until the vulnerability has been remediated in accordance with Clause 11.2.10.

10.8 The Contractor shall restrict privileged and administrative access to the Solution, its hosting infrastructure and CORU Data to those of the Contractor's Personnel who require such access to perform the Services. The Contractor shall review privileged access rights not less than once in each calendar quarter, providing CORU with the outcome of each review on request.

11 CONTRACTOR'S OBLIGATIONS AND WARRANTIES

11.1 Without limitation to the Contractor's obligations under this Agreement in respect of the Services, the Contractor shall, at all times, assist and facilitate CORU in carrying out, and shall take all reasonable steps necessary to ensure that CORU is able to comply with, CORU's obligations under Applicable Law. For the avoidance of doubt, this obligation shall not apply in respect of any of CORU's obligations under Applicable Law which are of general application and which do not relate to the specific subject matter of this Agreement or the Services to be provided hereunder.

11.2 The Contractor agrees:

11.2.1 to carry out all duties and responsibilities which may be required to secure the timely and satisfactory completion of the Services and which would ordinarily and properly be carried out by an independent contractor in relation to services comparable in size, scope, complexity and purpose to the Services;

11.2.2 to act in a thoroughly competent and efficient manner and in the best interests of CORU so as to give to CORU the full and complete benefit of the Contractor's experience and expertise;

11.2.3 to give such general advice and assistance to CORU as may lie within the field of the Contractor's qualifications, competence and experience and as CORU may from time to time require;

11.2.4 to ensure that the Services are performed in accordance with the Specification and Contractor's Tender Response, delivered in accordance with the Final Implementation Plan and not to permit any alterations or additions to be made to the Specification or Final Implementation Plan nor to allow the use of any materials, software or hardware other than those specified therein without the prior written approval of CORU;

11.2.5 to produce to CORU (if requested) a safety statement setting out the basis upon which the Services are to be carried out, and to ensure that the safety statement is complied with in all respects by its officers, employees, servants, agents and sub-contractors;

11.2.6 to ensure that the Services are completed in accordance with safety requirements and security requirements of CORU notified to the Contractor from time to time and to ensure that such requirements are complied with in all respects by its officers, employees, servants, agents and sub-contractors;

11.2.7 to provide all personnel, services and other resources necessary or appropriate for the safe, full and proper performance of the Services;

11.2.8 to maintain in full force all necessary consents, permits, authorisations and licences required by it to perform its obligations under the Agreement.

11.2.9 The Contractor shall conduct an independent penetration test of the Solution prior to Go-Live and annually thereafter, provide CORU with the report and a remediation plan, and remediate findings within agreed timescales at no additional charge;

11.2.10 The Contractor shall maintain a documented vulnerability management process, maintain a register of all identified vulnerabilities affecting the Solution recording their severity, apply critical security patches within seventy-two (72) hours of release and other patches within agreed timescales, and report on patch status;

11.2.11 The Contractor shall ensure that all data is encrypted in transit and at rest using current, industry-recognised algorithms and key lengths;

11.2.12 The Solution shall support multi-factor authentication for all internal users and portal users, password policy configuration, session timeout, account lockout and privileged access management;

11.2.13 The Solution, including the portal, shall conform to WCAG 2.1 at Level AA (or equivalent), and the Contractor shall provide an accessibility conformance report. Internal user interfaces shall meet this standard so far as reasonably practicable, and the Contractor shall state any known departures in writing to CORU prior to Go-Live;

11.2.14 The Solution shall support CORU's obligations under the Official Languages Act 2003 (as amended), including the capture and storage of names, addresses and correspondence containing the full Irish character set;

11.2.15 The Solution shall scale to accommodate the volumes projected in the Specification, and a further increase of not less than fifty per cent (50%) above those volumes, without architectural change and in accordance only with the Charges payable in accordance with Clause 14;

11.2.16 The Solution shall be usable by CORU staff following the training provided under Clause 8, and shall provide context-sensitive help within the user interface; and

11.2.17 The Solution shall meet the volumes set out in section 3 of the Specification under the expected and peak concurrent loads set out in the Specification. The Contractor shall report its performance against this standard in each monthly service report provided under Schedule Three and, where the standard is not met, shall promptly investigate and remedy the cause at no additional charge.

11.3 Without prejudice to the obligations set out in Clause 25 (Data Protection), the Contractor shall ensure that the Solution supports the following data protection capabilities:

11.3.1 the logging of all access to, and all changes to, Personal Data, with retention of those logs for a configurable period of not less than twelve (12) months in a tamper-evident form;

11.3.2 data protection by design and by default, including data minimisation, purpose limitation, configurable retention periods by record type and the secure, verifiable destruction of data at the end of the applicable retention period;

11.3.3 the fulfilment of Data Subject rights, including access, rectification, erasure, restriction and portability, and the tooling necessary to identify and extract all Personal Data relating to an identified Data Subject; and

11.3.4 prior to releasing to the production environment any update, upgrade or new version of the Solution which introduces new functionality or alters the manner in which Personal Data is processed, the Contractor shall carry out and document a review of the impact of such release on the processing of Personal Data, on the Security Measures and on the other capabilities set out in this Clause 11.3. The Contractor shall provide the outcome of each such review to CORU and shall provide such further information and assistance as CORU may reasonably require to carry out any data protection impact assessment.

11.4 The Contractor shall notify CORU promptly if it has reasonable grounds for believing that an act or omission of CORU including a failure by CORU to perform its obligations under this Agreement might have a detrimental effect on the Services.

11.5 The Contractor represents and warrants to CORU that it is experienced in providing services comparable in type, scope, complexity and purpose to the Services and that it has exercised and will continue to exercise in the performance of the Services, that standard of skill, care and diligence reasonably to be expected of a properly qualified contractor experienced in providing services comparable in type, scope, complexity and purpose to the Services.

11.6 The Contractor represents and warrants to CORU that:

11.6.1 it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement;

11.6.2 the execution, delivery and performance by it of the Agreement has been authorised by all necessary action on its part;

11.6.3 all information supplied by the Contractor in the Contractor's Tender Response or during the negotiation procedure is true and accurate in all respects as at the date of this Agreement and is not false or misleading, save as otherwise disclosed in writing to CORU and expressly acknowledged by CORU prior to the execution of this Agreement;

11.6.4 all written information given by the Contractor to CORU was when given, and remains, true, accurate, not misleading and up-to-date in all respects provided that if written information was limited to a period up to a specified date, this warranty and representation shall be construed as applying only up to such date;

11.6.5 none of the grounds for exclusion as set out in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 apply;

11.6.6 each of the obligations of the Contractor under this Agreement constitute legally binding obligations.

11.7 The Contractor shall exercise independent professional skill and judgement in the performance of the Services and shall immediately inform CORU if it becomes aware of an error or misdescription in this Agreement.

11.8 The Contractor shall at all times during the period of this Agreement obey all lawful and reasonable requests of CORU or CORU's authorised agents.

11.9 The Contractor agrees to indemnify CORU in respect of any claims or demands which may be made by the relevant authorities against CORU in respect of income tax relating to the provision of the Services by the Contractor.

11.10 The Contractor warrants that:

11.10.1 the Deliverables (and the Solution as a whole) shall operate substantially in accordance with the Specification and shall be free from material defects in normal use;

11.10.2 the Solution shall be fit for purpose and free from material defects in normal use and shall be used and maintained in accordance with their manufacturers' technical specifications;

11.10.3 the Contractor shall observe and comply (and shall procure compliance by the Contractor's personnel) with CORU policies or procedures notified, updated or made available by CORU to the Contractor during the Term insofar as they are relevant to the provision of the Services;

11.10.4 the Contractor shall uphold the good name, reputation and image of CORU and shall not commit any act or omission which could be materially detrimental to or inconsistent with the name, reputation or image of CORU;

11.10.5 the Contractor's Personnel shall have the appropriate level of skill, experience and qualifications to perform the Services;

11.10.6 all delivery obligations under this Agreement shall be performed exercising all due skill, care and diligence;

11.10.7 the Contractor has, or will have at the relevant time, the resources, capacity, expertise and ability in terms of equipment, software, knowhow and personnel to provide the Services and

all components and equipment supplied and/or used in the course of the provision of the Services will operate in accordance with their technical specifications and the Specification;

11.10.8 any Deliverables and any software and other materials provided or made available by the Contractor to CORU shall be free of material errors;

11.10.9 it has obtained, and will during the Term obtain and continue to maintain, all licences and/or consents required to enable any software created, developed, provided or made available by or on behalf of the Contractor to be used on CORU's equipment;

11.10.10 it is not, and shall take all necessary steps to ensure that it will not at any time in the future be, in breach of any third party agreements related to the performance of the Services including, without limitation, any leases or licences of any premises;

11.10.11 it will ensure that, when complying with its obligations under this Agreement, it does not unreasonably interfere with the activities of CORU, its employees or agents;

11.10.12 it has, and will maintain throughout the Term, sufficient financial resources to perform its obligations under this Agreement;

11.10.13 all components of the Solution will be operative;

11.10.14 it has comprehensive and effective business continuity measures to support its own business requirements and to ensure, insofar as is reasonably possible, that the provision of the Services is uninterrupted;

11.10.15 except to the extent previously fairly disclosed to CORU by or on behalf of the Contractor, no action, suit, proceeding, litigation or dispute against the Contractor is currently taking place or pending or, to the Contractor's knowledge, threatened nor is there subsisting any judgment or award given against the Contractor before any court, arbitrator or other body which, in any case, would be reasonably likely to result in any material adverse change in the business or condition (financial or otherwise) of the Contractor and/or to materially adversely affect its ability to perform its obligations under this Agreement;

11.10.16 except to the extent previously fairly disclosed to CORU by the Contractor, all necessary returns have been delivered by or on behalf of the Contractor to the relevant taxation authorities and the Contractor is not in default in the payment of any taxes, and no claim, demand or proceeding is being asserted against the Contractor with respect to taxes which has not been disclosed to CORU.

11.10.17 the Contractor shall not introduce any Computer Virus into any Deliverables forming part of the Solution or any other systems of CORU (the "Relevant Systems"). The Contractor shall use best industry standard virus scanners (updated with the then-most current virus signatures and data sets) to scan all work product, data or software immediately prior to introducing it into or connecting it with any Relevant System. If a Computer Virus is found to have been introduced into any Relevant System by the Contractor, then without prejudice to any other rights or remedies to which CORU may be entitled, the Contractor shall, at the Contractor's cost, provide all reasonable assistance to CORU in reducing the effects of the Computer Virus including the effects of any loss of operational efficiency and/or loss of data.

11.11 CORU shall give notice to the Contractor as soon as practicable upon becoming aware of any breach of the warranties in Clause 11.10. Without prejudice to any other rights and remedies to which CORU may be entitled under this Agreement or otherwise, the Contractor shall after receipt of notice of a breach of any warranty that relates to the Solution (or any part thereof) remedy same

by the correction of any errors or defects in the Solution in accordance with the terms of Schedule Three so as to ensure that the Solution complies with the warranties in Clause 11.10.

11.12 All warranties and representations shall, unless otherwise expressly stated, continue in full force and effect during the Term and shall survive termination or expiry of this Agreement.

11.13 The Contractor shall notify CORU in writing as soon as reasonably practicable, and in any event within five (5) Working Days, on becoming aware of: (a) any actual or anticipated insolvency event, or any circumstance reasonably likely to lead to an insolvency event, affecting the Contractor or any Approved Sub-Contractor material to the provision of the Services; (b) any material adverse change in its financial position which is reasonably likely to affect its ability to perform its obligations under this Agreement; (c) any downgrade in its credit rating (where one is maintained); or (d) the loss, non-renewal or material change of any insurance required under Schedule Five. Where the Contractor gives notice under this Clause 11.13, it shall, at CORU's request, provide such further information regarding its financial position as CORU may reasonably require and shall meet with CORU to discuss any measures proposed to safeguard continuity of the Services.

11.14 The warranties contained in this Agreement are the exclusive warranties provided by the Contractor and shall replace all other warranties including without limitation the implied warranties or conditions of merchantability and fitness for a particular purpose.

12 INTEGRATION AND INTEROPERABILITY

12.1 The Contractor shall design, develop, deliver and maintain all integrations between the Solution and the Existing Systems as identified in the Specification and as may be agreed between the Parties from time to time through the Change Control Procedure.

12.2 Without limiting the generality of the preceding paragraph, the Solution shall integrate with the following systems and services in the manner described in the Specification:

12.2.1 CORU's corporate productivity, collaboration and identity platform (currently Microsoft 365) for single sign-on, email, calendaring and document handling;

12.2.2 the Garda National Vetting Bureau eVetting system;

12.2.3 a payment service provider for online payment processing, in compliance with the Payment Card Industry Data Security Standard (or equivalent) and the requirements of the second Payment Services Directive in respect of strong customer authentication;

12.2.4 CORU's finance system, for the transfer of transaction, income and debtor data in an agreed format and at an agreed frequency;

12.2.5 CORU's public website, so that the applicant and registrant portal and the statutory public register are presented as part of a consistent user journey and visual identity; and

12.2.6 such other systems, services and platforms as are identified in the Specification or as may be agreed between the Parties through the Change Control Procedure from time to time.

12.3 The Solution shall expose documented, versioned and secured application programming interfaces ("APIs") permitting CORU and authorised third parties to read, and where appropriate write, data. The Contractor shall not levy any additional charge for CORU's use of such APIs.

12.4 The Contractor shall provide and maintain comprehensive API documentation, including technical specifications, data schemas, authentication requirements and usage instructions, and shall keep such documentation current with each release of the Solution.

12.5 The Solution shall support the future exposure of controlled subsets of data to third-party systems by means of APIs, without requiring bespoke development by the Contractor.

12.6 The Solution shall support single sign-on for internal users using an industry-standard identity federation protocol (such as SAML 2.0 or OpenID Connect).

12.7 The Solution shall support federated authentication for portal users using the State's public service identity assurance service (MyGovID) or an equivalent national identity assurance service, whether at implementation or through a documented and supported integration path to be delivered within a timeframe agreed with CORU and/or the Department of Social Protection.

12.8 The Contractor warrants that the Solution shall be fully interoperable with the Existing Systems and that all integrations delivered under this Agreement shall operate reliably and in conformity with the Specification.

12.9 The Contractor shall ensure that all integrations are designed using open, industry-standard protocols and data formats (including, without limitation, RESTful APIs, JSON, XML and web services) so as to minimise dependencies on any proprietary technology.

12.10 The Contractor shall provide CORU with detailed integration specifications for each integration. The Contractor shall provide and keep current a documented data model and data dictionary for the Solution, and shall make the same available to CORU on request.

12.11 Where an integration requires the co-operation of a third-party system provider, the Contractor shall use commercially reasonable endeavours to co-operate with such third party and shall not unreasonably withhold, delay or condition its co-operation. The Contractor shall promptly notify CORU of any technical or commercial impediment to the completion or maintenance of an integration which arises from the acts or omissions of a third party.

13 REGULATORY COMPLIANCE

13.1 Each Party shall comply with the Applicable Laws, codes of practice, guidance and other requirements of any relevant government or governmental agency that are applicable to each of them respectively during the performance of their obligations under this Agreement.

13.2 Each Party shall maintain such authorisations and all other approvals, permits and authorities required in order for it to perform its obligations under this Agreement and will throughout the duration of this Agreement maintain all such consents, approvals, authorisations and permissions and shall not do or omit to do anything which might invalidate, breach or otherwise impair the effect of such consents, approvals, authorisations, licences or permissions.

13.3 The Contractor undertakes that it will at all times comply at its own cost with the Applicable Laws in so far as they relate to the performance by it of its obligations in this Agreement, including the Solution and the Services, and shall not knowingly do or omit to do anything that would cause CORU to be in breach of any Applicable Laws.

13.4 The Contractor will indemnify CORU against any liabilities, actions, claims, demands, losses, awards, costs or expenses (including without limitation legal expenses) that may be assessed against or incurred or suffered by CORU arising out of or in connection with any failure of the Contractor to perform the Services and its other obligations under the Agreement in a manner that complies with Applicable Laws.

13.5 Without limiting the generality of Clause 13.3, the Contractor shall ensure that the Solution and the Services comply with applicable network and information security legislation, including the measures required of essential and important entities and their ICT service providers.

14 **CHARGES**

14.1 In consideration of the provision of the Services in accordance with the terms of this Agreement, CORU shall pay to the Contractor the charges agreed between the Contractor and CORU and described in Schedule Four (the "Charges").

14.2 Payment of the Charges shall be in accordance with the Payment Milestones as set out in Schedule Four.

14.3 All Charges specified in Schedule Four, Part A are to remain at their specified levels for the entirety of the Term of this Agreement. For the avoidance of doubt the Parties agree and acknowledge that: the recurring Charges tendered for each of Contract Years 1 to 5, the day rates tendered on the rate card, the unit rates tendered for volumes in excess of those stated in Schedule One, the implementation and once-off charges, and the charges tendered for exit and transition assistance are in each case fixed, and will not be subject to indexation, escalation, uplift, currency adjustment or revision of any kind, whether by reference to a price index, to movement in the Contractor's own costs, or otherwise.

14.4 The Contractor bears the whole of the risk of any increase in its costs during the Term, including any increase in labour costs, third-party licence or subscription costs, hosting or infrastructure costs, energy costs, exchange rates or general inflation. The Contractor acknowledges that CORU will not accept or assess any claim for an increase in the Charges on any such ground.

14.5 Nothing in this Clause 14 prevents a change in the Charges arising from a change in the scope of the Services agreed under the Change Control Procedure, provided that any such change is calculated by reference to the day rates set out in the rate card in Schedule Four, Part A and complies with Regulation 72 of the European Union (Award of Public Authority Contracts) Regulations 2016. A change in the Charges for the Services as specified in Schedule One (Specification) is not such a change.

14.6 The Contractor must raise an invoice in respect of any Services provided at the times specified in Schedule Four. Such invoice must meet any formatting or procedural requirements specified in Schedule Four or otherwise notified to the Contractor by CORU.

14.7 Unless otherwise specified in Schedule Four, payment in respect of amounts due to the Contractor shall under this Agreement be:

14.7.1 subject to any withholding or deduction as may be required by law;

14.7.2 exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice; and

14.7.3 made in accordance with the payment terms set out in Schedule Four.

14.8 All invoices must meet the validity requirements set out in Schedule Four and shall be accompanied by such additional information as CORU may reasonably request to verify the amounts so involved.

14.9 Notwithstanding any other provisions of this Agreement, the Contractor acknowledges and agrees that the Charges are fully inclusive of any costs, taxes, duties, expenses, customs tariffs, levies or similar charges in connection with the performance of this Agreement, including the provision of the Services under this Agreement.

14.10 Unless otherwise expressly stated in this Agreement, the Contractor bears exclusive liability for payment of all costs, taxes, duties, expenses, customs tariffs, levies or similar charges whatsoever and howsoever arising under Irish or other law in connection with the performance of this

Agreement, including the provision of the Services under this Agreement, or compliance by the Contractor with its obligations under this Agreement.

14.11 Without prejudice to the generality of Clause 14.8, the Charges payable for the Services represent the full charges payable to the Contractor in consideration for the Services and, subject to Clause 14.3, shall not be subject to any other price adjustment or escalation formula.

14.12 Any currency variations occurring over the Term shall be borne exclusively by the Contractor. The Contractor shall not be entitled to any adjustment to the Charges, or to any additional payment or reimbursement, on account of movements in exchange rates, and CORU shall have no liability in respect of any such currency variations.

15 GOVERNANCE

15.1 CORU and the Contractor shall each appoint a Representative for the purposes of this Agreement who shall act as the primary point of contact in respect of all matters relating to and issues arising out of this Agreement. Each Party shall notify the other of any change in the identity of its Representative from time to time.

15.2 The Contractor shall provide CORU with progress reports not less than weekly during the Implementation Phase and Hypercare Period (which, during the Hypercare Period, may be satisfied by the weekly Hypercare Report provided under Clause 8.2.13) and monthly for the remainder of the Term.

15.3 The Parties agree to participate in service review meetings (either in person, online or via conference calls) at the following intervals or as otherwise deemed necessary by CORU (acting reasonably) throughout the Term of this Agreement:

15.3.1 During the Implementation Phase, twice per week with such meetings to take place in person unless CORU agrees otherwise;

15.3.2 During the Hypercare Period, once per week, save that during the first two (2) weeks of the Hypercare Period the daily status meetings required under Clause 8.2.10 shall apply in place of the weekly meeting under this Clause 15.3.2;

15.3.3 For the remainder of the Term, quarterly.

15.4 The Contractor will be given an extension of time for completion of the Services to the extent only that one or more of the following events occurs:

15.4.1 a variation to the Solution or the Services is made at CORU's request and extra time is agreed in writing between the Parties;

15.4.2 a Force Majeure event occurs as described in Clause 30; or

15.4.3 a Delay occurs and is addressed in accordance with the provisions of Clause 5.5.

15.5 If the Contractor is entitled to an extension of time under Clause 15.4, it shall give written notice to CORU not later than two (2) Working Days after the beginning of the event. Such notice shall specify the event relied on and, in the case of a force majeure event under Clause 30, shall estimate the expected extent of the delay.

15.6 The CORU Representative and the Contractor Representative shall use reasonable endeavours to agree in writing, signed by CORU and the Contractor, what extension of time is reasonable in the circumstances. Schedule Four shall be deemed amended accordingly.

15.7 The Contractor shall maintain throughout the Term a risk register, issue log, decision log and change log in respect of the Solution and the Services, which shall be shared with CORU, kept current and where required by CORU reviewed at each service review meeting held in accordance with Clause 15.3.

16 CHANGE CONTROL

16.1 Any request for changes to the Solution or the Services, including any request to expand or add to the Services being provided under this Agreement, will be dealt with in accordance with the Change Control Procedure set out in Schedule Seven.

17 DUE DILIGENCE

17.1 The Contractor acknowledges and agrees that CORU has delivered and made available all information and documents that the Contractor considers either necessary and/or relevant to the performance of its obligations under this Agreement including the Specification and all information and documents requested by the Contractor ("**Due Diligence Information**"). Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by CORU in respect of any information provided to the Contractor by CORU and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

17.2 The Contractor acknowledges that it has:

17.2.1 made all enquiries and satisfied itself of all details and information it needs relating to the nature of the Services;

17.2.2 gathered all information necessary regarding existing and required third party contracts relating to the Services generally; and

17.2.3 raised all relevant due diligence questions with CORU before the Commencement Date.

17.3 The Contractor further acknowledges that:

17.3.1 CORU has relied upon the Contractor's expertise and professionalism in carrying out all of the due diligence activities in relation to this Agreement including the requesting of and verification of all Due Diligence Information; and

17.3.2 the Due Diligence Information together with the Contractor's own expertise and working knowledge are sufficient to enable the Contractor to satisfy itself as to the scope and nature of the Services to be provided and that it is able to perform its obligations under this Agreement.

17.4 The Contractor shall, upon request, provide CORU with a copy of any report (preliminary, final or otherwise) produced by or on behalf of the Contractor following its review and/or analysis of the Due Diligence Information. The receipt of any such review or analysis shall place no legal liability or responsibility on CORU, but may be relied upon by CORU at its discretion. The Contractor agrees that it is not permitted to rely in any way on its contents.

17.5 The Contractor shall not be entitled to any additional payment nor be excused from any liability under this Agreement and has no right to make any claim against CORU to the extent such claim arises as a result of:

17.5.1 the Contractor having failed to inspect or investigate any aspect of CORU's business; and

17.5.2 the Contractor's interpretation of any matters or fact relating to the information made available to it on the functions, facilities, conditions or capabilities of CORU's business.

18 CONTRACTOR'S PERSONNEL

18.1 The Services shall be provided by the Key Contractor's Personnel identified in Schedule Two (which personnel shall come within the definition of "Contractor's Personnel"), who shall devote adequate and appropriate time to the provision of the Services. No change in the Key Contractor's Personnel shall be made without CORU's prior written consent and the Contractor must provide CORU with copies of any curriculum vitae for any proposed replacement Contractor's Personnel, including any Contractor's Personnel nominated to provide Services, when requested by CORU.

18.2 The Contractor shall replace any of the Key Contractor's Personnel who CORU reasonably requests be replaced.

18.3 If the Contractor is required to replace any of the Key Contractor's Personnel, the Contractor must: (a) immediately withdraw any access the person being replaced may have to CORU's data, systems or premises; (b) insofar as reasonably possible having regard to the reason for and timing of the replacement, ensure a full and effective knowledge transfer process has taken place; and (c) do so at no cost to CORU.

18.4 The Contractor shall ensure that the Contractor's Personnel do not hold themselves out as employees or agents of CORU or enter into any commitment on behalf of CORU.

18.5 The Contractor shall ensure that the Key Contractor's Personnel are aware of their responsibilities in respect of the co-ordination of the management and operation of the Services, the performance of the Contractor's obligations under this Agreement and the management of the Contractor's day-to-day relationship with CORU.

18.6 The Contractor shall ensure that the Contractor's Personnel attend any induction and/or training sessions, courses, or programmes provided by or on behalf of CORU during the Term.

18.7 The Contractor shall be responsible for the acts and omissions of all Contractor's Personnel.

18.8 The Contractor shall also, if required by CORU, enter into such additional confidentiality agreements with CORU or third parties as may be prescribed by CORU and shall procure that the Contractor's Personnel shall comply with the terms of such confidentiality agreements.

18.9 The Contractor undertakes to ensure that the Contractor's Personnel do not use CORU Data or any hardware, software or other property of CORU: (a) for the transmission, publication or distribution of any material which is defamatory, offensive or abusive or of an obscene or menacing character; (b) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality); or (c) contrary to Good Industry Practice or Applicable Law.

18.10 The Contractor must notify CORU immediately if any Key Contractor's Personnel give notice to terminate their employment.

18.11 The Contractor shall ensure that the Contractor's Personnel provided at all times: (a) are suitably qualified, adequately trained and capable of providing the applicable Services for which they are engaged; (b) are of an adequate number to provide the Services properly and in accordance with Good Industry Practice; and (c) shall comply with all CORU or applicable policies relating to access to CORU's premises or CORU Data.

19 **PAY AND CONDITIONS OF EMPLOYMENT**

19.1 The Contractor shall fully observe and comply with the provisions of all applicable employment legislation and regulations in force from time to time in Ireland during the term of this Agreement including, without limitation, the National Minimum Wage Acts 2000 and 2015, the Employment Equality Acts 1998 and 2004, any employment regulation orders made under Section 42C of the Industrial Relations Acts 1946 to 2015, registered employment agreements as provided by Section 27 of the Industrial Relations Acts 1946 to 2015 or within the meaning of Chapter 2 of the Industrial Relations (Amendment) Act 2015, any sectoral employment orders made under Section 17 of the Industrial Relations (Amendment) Act 2015 and any legally binding determinations of the Labour Court ("**Employment Law**").

19.2 Without prejudice to the generality of Clause 19.1, the Contractor shall in respect of:

19.2.1 Contractor's Personnel employed by, or otherwise working for, the Contractor; and

19.2.2 all other Contractor's Personnel, ensure that their employers, or the persons for whom they are working do all of the following:

(a) ensure that the rates of pay and the conditions of employment (including in relation to pension contributions) of each Contractor's Personnel comply with all applicable law, and that those rates and conditions are no less favourable than those for the relevant category of Contractor's Personnel in any employment agreements registered under the Industrial Relations Acts 1946 to 2015;

(b) pay all wages and other money due to each Contractor's Personnel;

(c) ensure that Contractor's Personnel's wages are paid in accordance with the Payment of Wages Act 1991 and are never more than one month in arrears or unpaid;

(d) pay all pension contributions and other amounts due to be paid on behalf of each Contractor's Personnel;

(e) make all deductions from payments to Contractor's Personnel required by applicable law, and pay them on as required by applicable law;

(f) keep all consents and records which the Contractor is required to keep under Employment Law. Without prejudice to the generality of the foregoing, the Contractor shall keep proper records (including time sheets, wage books and copies of pay slips) showing the wages and other sums paid to and the time worked by each Contractor's Personnel, deductions from each Contractor's Personnel's pay and their disposition, and pension and other contributions made in respect of each Contractor's Personnel, and produce on demand those records for inspection and copying by CORU and any persons authorised by CORU, whenever required by CORU;

(g) produce on demand any other records relating to the rates of pay, pension and other contributions, deductions from pay and their disposition, conditions of employment of Contractor's Personnel, rest periods and annual leave for inspection and copying by CORU and any persons authorised by CORU, whenever required by CORU;

19.3 CORU shall be entitled to make random checks requiring production of records under Clause 19.2.2(f) and Clause 19.2.2(g).

19.4 If CORU so requests, the Contractor shall, within 5 Working Days after the receipt of the request, give to CORU a statement showing the amount of wages and other payments due at the date of the request to and in respect of each Contractor's Personnel, or, in respect of Contractor's Personnel not employed by or otherwise working for the Contractor, ensure that their employer or the person for whom they are working does the same.

19.5 If the Contractor has not complied with this Clause 19, CORU shall (without limiting its other rights or remedies) be entitled to estimate the amount that should have been paid to the Contractor's Personnel and contributions that should have been made on their behalf, and CORU may deduct the estimated amount from any payment due to the Contractor, until CORU is satisfied that all proper amounts have been paid.

19.6 The Contractor shall at the cost of the Contractor and whenever required by CORU, furnish to CORU a certificate from the Contractor's auditors verifying compliance by the Contractor and its subcontractors with Employment Law.

19.7 If the Contractor does not comply with this Clause 19, it shall pay to CORU any costs CORU (including any persons authorised by CORU) incurs in investigating and dealing with the non-compliance.

19.8 CORU shall be entitled to treat any deliberate, systemic or repeated breach of this Clause 19 as a material breach of this Agreement which is incapable of remedy for the purposes of Clause 3.3.3. In the case of an isolated or inadvertent breach of this Clause 19, the Contractor shall be given a reasonable opportunity to remedy such breach before CORU exercises its right to terminate. CORU may, without prejudice to any other right or remedy, terminate this Agreement forthwith by giving the Contractor written notice thereof to take effect in accordance with Clause 48 or upon such other day as may be specified in the notice. Notwithstanding any other provision of this Agreement, the Contractor shall not be entitled to any compensation in consequence of any such termination.

20 TRANSFER OF UNDERTAKINGS

20.1 The Contractor confirms that it is aware of the terms of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations, 2003 (the "**2003 Regulations**") and the Employees (Provision of Information and Consultation) Act, 2006 (the "**2006 Act**") and has assessed the import of the 2003 Regulations and the 2006 Act to the award of this Agreement. The Contractor shall comply in full with the requirements of the 2003 Regulations and the 2006 Act, employ any person required by the Regulations to be employed by the Contractor and the Contractor shall pay redundancy payments to such persons as may be entitled to any such redundancy payments and which the Contractor is obliged to pay by virtue of the application of the Regulations. The Contractor shall indemnify and keep indemnified CORU from and against all proceedings, actions, costs, charges, claims, expenses, damages, liability, losses and demands in respect of the award of this Agreement caused as a result of the failure of the Contractor to comply with the requirements of the 2003 Regulations.

20.2 The Contractor further agrees to indemnify CORU on demand against all proceedings, actions, costs (including legal costs), charges, claims, expenses, damages, liability, losses and demands in the event that any person who is (or is deemed to be) an employee of the Contractor at the time of assignment, expiration or termination (howsoever arising) of this Agreement (or part thereof), claims or is held to be an employee of CORU or any other person to whom CORU may, following such assignment, termination or expiration, grant a similar contract where such claim arises by reason of the application of the 2003 Regulations to such assignment, termination, expiration and/or subsequent grant. The Contractor acknowledges that CORU has relied on the obligations assumed by the Contractor in this Clause 20 in awarding this Agreement.

20.3 On assignment, termination or expiry of this Agreement, the Contractor shall co-operate in the transfer to a new contractor, if applicable, under such arrangements as may be notified by CORU to the Contractor. The Contractor shall co-operate fully with CORU and any new contractor, if applicable, during the transition phase leading to expiry of this Agreement or following termination or assignment. This co-operation shall extend to full access to all documents, reports, summaries and any other information required to achieve an effective transition without disruption to routine operational requirements.

21 NON-SOLICITATION

21.1 The Contractor agrees that, both during the continuance of this Agreement and for a period of six months thereafter, it shall not employ or solicit or endeavour to solicit or entice away from the service of CORU any person employed by CORU in any capacity whatsoever, whether or not such an employee would commit a breach of his employment contract in so doing.

22 TAX CLEARANCE

22.1 This Agreement is conditional on the production by the Contractor to CORU of a current tax clearance certificate from the Revenue Commissioners and any payment under this Agreement is conditional on CORU having in its possession at the time of payment a current tax clearance certificate.

23 LIABILITY

23.1 The Contractor agrees to indemnify, keep indemnified and hold harmless CORU and its officers, employees, servants, agents and sub-contractors from and against all proceedings, actions, costs (including legal costs), charges, claims, expenses, damages, liability, losses and demands in respect of:

23.1.1 any disease or injury to, or the death of any person whatsoever; and

23.1.2 any loss of or damage to any property;

caused by or arising from any act, neglect, default or omission of the Contractor, its officers, employees, servants, agents or sub-contractors in connection with the performance of this Agreement, including the provision of the Services.

The Contractor's liability under this Clause 23.1 shall be conditional upon: (a) CORU notifying the Contractor in writing as soon as reasonably practicable of any claim, proceeding or demand to which this Clause 23.1 applies; (b) CORU providing the Contractor with reasonable co-operation and information in the defence or settlement of such claim; and (c) CORU not making any admission or settlement without the Contractor's prior written consent, such consent not to be unreasonably withheld or delayed. Nothing in this Clause shall limit CORU's right to take urgent protective measures pending such notification.

23.2 The Contractor's liability to CORU in respect of this Agreement shall be limited to 150% of the Contract Value in respect of any event or series of connected events provided that this limitation on liability shall not apply:

23.2.1 where any such liability arises due to an act of wilful default, wilful misconduct or fraud by the Contractor;

23.2.2 where any such liability relates to the death or personal injury of any person resulting from any breach of contract, breach of duty or breach of statutory duty by the Contractor, its officers, employees, servants, contractors or agents;

23.2.3 any other liability which cannot be limited by law;

23.2.4 where any such liability arises under Clause 24 (Intellectual Property);

23.2.5 where any such liability arises under Clause 25 (Data Protection); or

23.2.6 where any such liability arises under Clause 31 (Confidentiality); or

23.2.7 any Service Credits payable under Schedule Three, which are a reduction in the Charges and not damages, and are accordingly not subject to, and do not count towards, this limitation of liability.

23.3 In no event shall either Party be liable to the other for any indirect loss of profit or loss of contracts, goodwill, business opportunity or anticipated saving suffered or incurred by the Party arising out of or in connection with the Agreement for any reason or in any circumstances, including, for the avoidance of doubt, in the event of a declaration by a court that this Agreement is ineffective or an order by a court that this Agreement be terminated or that the duration of this Agreement be shortened.

24 INTELLECTUAL PROPERTY

24.1 The Intellectual Property in the Contractor Software shall vest in and be the absolute property of the Contractor. The Contractor hereby grants to CORU (and its employees, agents and service providers) a worldwide, non-exclusive, sub-licensable, transferable and royalty-free licence for the Term of this Agreement to:

(a) use the Contractor Software as envisaged by the terms of this Agreement and in the ordinary course of business by CORU;

(b) permit the use of the Contractor Software to the extent required by any managed service provider or other contractor or agent acting on behalf of CORU; and

(c) access and use the Contractor Software's standard configuration tools and application programming interfaces to the extent necessary for CORU to exercise its rights under this Agreement.

The licence granted under this Clause 24.1 shall terminate upon expiry or termination of this Agreement, save that CORU shall retain a non-exclusive, irrevocable, royalty-free licence to use and reproduce the Contractor Software documentation solely to the extent necessary to facilitate transition to a replacement solution.

24.2 Title to all Deliverables (including all Configuration and all Developed Software, but excluding the Contractor Software, Third Party Software and any infrastructure used by the Contractor to host the Solution) shall transfer to and vest in CORU upon creation or, where payment is a pre-condition, upon payment of the relevant Charges. For the avoidance of doubt, title to all Configuration shall vest in CORU upon creation, and CORU shall be entitled to export, reproduce and reuse the Configuration (including all configured workflows, rules, templates, reports and field mappings) independently of the Contractor Software, to the extent technically feasible. The Contractor shall do all things necessary or desirable to substantiate the rights of CORU under this Clause 24.2.

24.3 All Improvements shall vest in and be the absolute property of CORU upon creation. To the extent that any Improvements are not automatically vested in CORU, the Contractor hereby assigns to CORU with full title guarantee all right, title and interest in and to such Improvements, including all Intellectual Property therein, with effect from the date of creation of such Improvements. CORU hereby grants to the Contractor (for so long as this Agreement remains in force) a non-exclusive,

royalty-free, non-transferable and non-sublicensable licence to use the Improvements solely to the extent strictly necessary to provide the Services and operate the Solution for CORU's benefit. The Contractor shall do all things necessary or desirable to substantiate and perfect the rights of CORU under this Clause 24.3. Upon expiry or termination of this Agreement, the licence granted to the Contractor under this Clause 24.3 shall immediately terminate and the Contractor shall have no further right to use the Improvements.

24.4 Without limiting the generality of the foregoing, the Contractor acknowledges and agrees that:

24.4.1 all Developed Software created for CORU shall be clearly identified and documented by the Contractor, including a description of its functionality, the source code, and the interfaces with the Contractor Software and Third Party Software;

24.4.2 CORU shall be entitled to use, modify, maintain, enhance, reproduce and sub-license the Developed Software independently of the Contractor Software and without restriction, including for the purpose of engaging a replacement service provider;

24.4.3 the Contractor shall, on request and at no additional charge, provide CORU with a copy of the source code and all associated documentation for the Developed Software in a form which enables a reasonably skilled developer to understand, maintain, modify and further develop the Developed Software; and

24.4.4 where any Developed Software incorporates or interfaces with the Contractor Software or Third Party Software, the Contractor shall ensure that the Developed Software is designed and documented so as to be capable of being adapted to operate with an alternative platform.

24.5 To the extent that the Solution contains Third Party Software, the Contractor shall ensure that the terms of licensing of the Third Party Software permit the use of the Third Party Software by CORU (and its employees, agents and service providers) on a perpetual basis to the extent necessary to enable CORU to avail of the Services, use the Solution and exercise the rights granted to it under this Agreement.

24.6 The Contractor warrants that the Contractor Software provides standard configuration tools enabling trained CORU personnel to create, modify and manage Configuration (including the addition of new registers, divisions, professions, application routes, forms, fields, workflows, fee types, correspondence templates and reports) without alteration to the underlying source code, without bespoke development and without recourse to the Contractor. The Contractor shall not restrict or inhibit CORU's ability to modify the Configuration during the Term. All Configuration created by or on behalf of CORU's own personnel shall vest in CORU upon creation.

24.7 The Contractor shall maintain a register identifying, for each component of the Solution, whether it comprises Contractor Software, Third Party Software, Configuration or Developed Software, and shall provide an updated copy of such register to CORU on request and, in any event, within thirty (30) Working Days of each anniversary of the Commencement Date.

24.8 The Contractor acknowledges that all rights in any equipment and materials (including any and all workflows, data, diagrams, charts, reports, specifications, studies, and development tools) provided by CORU to the Contractor ("**CORU Content**") shall at all times vest in and be the absolute property of CORU, as the case may be, or their respective licensors. CORU hereby grants the Contractor a limited, non-exclusive, royalty-free, non-transferable and non-sub licensable licence to use CORU Content solely as strictly necessary for the supply of the Solution and Services pursuant to this Agreement. The Contractor shall comply with any instructions regarding CORU Content given by CORU to the Contractor.

24.9 The Contractor shall indemnify CORU and keep CORU fully and effectively indemnified against all costs, claims, expenses and liabilities of whatsoever nature arising directly out of or in connection with any claim, demand or action arising from or incurred by reason of any infringement or any alleged infringement of any Intellectual Property of a third party by the use of, or the provision of the Services or the Deliverables, or any part of them (including without limitation any software and documentation).

24.10 CORU shall notify the Contractor in writing of any claims to which Clause 24.9 applies within a reasonable time of receiving such notice.

24.11 CORU at the Contractor's request and expense shall allow the Contractor to conduct all negotiations or litigation arising from any claim to which Clause 24.9 applies, provided that the Contractor takes over such conduct within a reasonable time after being notified of the claim in question.

24.12 The Contractor shall keep CORU fully informed and pay due regard to the interests and views of CORU in the conduct of any negotiations or any defence to a claim to which Clause 24.9 applies. CORU shall, at the request and expense of the Contractor, provide all reasonable assistance to the Contractor for the purpose of conducting such negotiations or litigation.

24.13 In the event of any claim, demand or action being made to which this Clause 24 applies, the Contractor shall forthwith and in addition to its obligations pursuant to Clause 24.9 take one or more of the following actions at its own expense:

24.13.1 procure for CORU the right to continue availing of the Services or the Solution or the relevant part of them;

24.13.2 modify or rectify that part of the Services or the Solution which is, or is likely to, constitute an infringement (without detracting from its overall performance or functionality) so as to avoid the infringement;

24.13.3 in the event that the Contractor fails to take action as set out above, or if the performance of the Services or use of the Solution or any part thereof is permanently enjoined by a court order, to refund to CORU all Charges paid.

24.14 The Contractor warrants and represents that:

24.14.1 it has the necessary right and authority to such Intellectual Property as is required for the receipt and proper enjoyment by CORU of the Services and the Solution hereunder; and

24.14.2 the use by CORU of any Deliverables provided under this Agreement shall not result in the infringement of any third party's Intellectual Property.

24.15 Without prejudice to Clause 9 (CORU Data), the Contractor acknowledges and agrees that any data and/or databases acquired, created, generated, compiled or brought into existence in any manner whatsoever in connection with or for the purposes of the Services and/or the Solution shall at all times remain the exclusive property of CORU and all right, interest and title in and to all Intellectual Property rights in such data and databases shall be and remain vested in CORU.

25 DATA PROTECTION

25.1 The Contractor acknowledges that in providing the Services under this Agreement, the Contractor may process Personal Data (within the meaning set out in Data Protection Legislation) on behalf of CORU. In such circumstances, the Contractor acknowledges that CORU is the CPrpoontroller and

the Contractor is the Processor as each such term is defined in Data Protection Legislation and the Contractor agrees that:

25.1.1 the Contractor shall comply with the data protection principles specified in Data Protection Legislation that are applicable to the Contractor in connection with the provision of the Services;

25.1.2 the Contractor shall have access to and Process certain Personal Data relating to the data categories (as set out in Schedule Six) belonging to the categories of Data Subjects (as set out in Schedule Six) in order and for the Term of this Agreement. The obligations and rights of CORU shall be as set out in this Agreement;

25.1.3 the Contractor shall only Process such Personal Data in accordance with the documented instructions of CORU, including with regard to transfers of Personal Data to a third country or an international organisation, and only to the extent and in such a manner as is strictly necessary for the performance of the Services under this Agreement unless otherwise required to do so by European Union (EU) or EU Member State law to which the Contractor is subject and in such a case, the Contractor shall inform CORU of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;

25.1.4 the Contractor shall ensure that it has appropriate security, technical and organisational measures (the "**Security Measures**"), including as set forth in this Agreement, to ensure a level of security appropriate to the then current risk and to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

25.1.5 any material changes to the Security Measures shall be agreed in writing by the Parties;

25.1.6 the Contractor shall assist CORU in ensuring compliance with CORU's obligations in respect of security of Personal Data under Data Protection Legislation;

25.1.7 the Contractor shall make available to CORU all information necessary to demonstrate compliance with its obligations set out in this Clause 25.1 and allow for and contribute to audits, including inspections, conducted by CORU or another auditor mandated by CORU, the Data Protection Commission and other supervisory authorities, to ensure compliance with the obligations laid down in this Clause 25.1, including the Contractor's data security obligations under Data Protection Legislation, provided however that CORU shall be entitled, at CORU's discretion, to accept adherence by the Contractor to an approved code of conduct or an approved certification mechanism to aid demonstration by the Contractor that the Contractor is compliant with the provisions of this Clause 25.1;

25.1.8 the Contractor shall, in accordance with Article 28(3) of the GDPR, immediately inform CORU if, in its opinion, an instruction infringes the GDPR or other EU Member State law;

25.1.9 the Contractor shall promptly (and in any event within 48 hours) inform CORU in the event of receiving a request from a Data Subject to exercise their Data Subject rights under Data Protection Legislation and provide such co-operation and assistance in relation to such a request, without responding to that request unless otherwise authorised by CORU to do so;

25.1.10 the Contractor shall assist CORU, including by implementing appropriate technical and organisational measures, to allow CORU to comply with requests from Data Subjects to exercise their rights under Data Protection Legislation;

25.1.11 the Contractor shall ensure that access to CORU's Personal Data is limited to (i) those persons who need access to CORU's Personal Data to meet the Contractor's obligations under the Agreement, (ii) in the case of any access by such persons, such part or parts of the Personal Data as is strictly necessary for that person to perform its duties; and (iii) such persons authorised to Process such Personal Data have committed themselves to binding and enforceable confidentiality obligations or are under an appropriate statutory obligation of confidentiality;

25.1.12 the Contractor shall not use any sub-contractor in the provision of the Services or the performance of its obligations under this Agreement that will have access to such Personal Data without the prior written consent of CORU and where CORU has consented to the appointment of a sub-contractor, the Contractor shall not replace or engage other sub-contractors without the prior written consent of CORU;

25.1.13 where any sub-contractor of the Contractor will be Processing such Personal Data on behalf of CORU, the Contractor shall ensure that a written contract exists between the Contractor and the sub-contractor containing clauses that impose at least the equivalent obligations to those imposed on the Contractor in this Clause 25.1. In the event that any sub-contractor fails to meet its data protection obligations, the Contractor shall remain fully liable to CORU for the performance of the sub-contractor's obligations;

25.1.14 the Contractor shall ensure compliance with this Clause 25.1 by any sub-contractor and any other person acting under the Contractor's authority who has access to such Personal Data;

25.1.15 the Contractor shall without undue delay, and in any event within 24 hours, notify CORU (i) of any suspected or actual breaches of the Contractor's or any of its sub-contractors' systems which may put the Personal Data at risk of disclosure, unauthorised Processing or accidental or unlawful destruction, loss, alteration, or access to Personal Data, including without limitation ransomware or denial of service attacks and (ii) if any Personal Data is otherwise lost, stolen, misappropriated, destroyed or becomes damaged, corrupted or unusable, and the Contractor shall provide CORU with such co-operation and assistance as may be required to mitigate against the effects of, and comply with any reporting obligations which may apply in respect of, any such breach;

25.1.16 the Contractor shall, at CORU's request, cooperate with and assist CORU to enable CORU to comply, in accordance with Data Protection Legislation, with any assessment, enquiry, notice, investigation, audit or consultation under Data Protection Legislation, which shall include the provision of all data requested by CORU within the timescale specified by CORU;

25.1.17 the Contractor shall keep accurate and up-to-date records of its Processing of the Personal Data Processed pursuant to this Agreement and share such records with CORU immediately upon request;

25.1.18 the Contractor shall, at the choice of CORU, delete or return all such Personal Data to CORU when the Contractor ceases to provide services relating to data Processing under this Agreement and delete all existing copies and extracts of such Personal Data unless applicable EU law or the laws of an EU Member State require storage of the Personal Data;

25.1.19 if the Contractor receives any complaint, notice or communication in respect of the Services and which relates directly or indirectly to the Processing of Personal Data and/or to compliance with Data Protection Legislation, the Contractor shall immediately notify CORU

and shall provide CORU with full co-operation and assistance in relation to any such complaint, notice or communication;

25.1.20 no such Personal Data shall be transferred outside of the European Economic Area (EEA) (including any transfer of data or hosting within the United Kingdom) by the Contractor or any of its agents or sub-contractors without the prior written consent of CORU which consent may be subject to terms and conditions (including, without limitation, that the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding sub-processors contained in such model contracts in respect of any sub-processors). The Contractor shall comply with the requirements of Data Protection Legislation in respect of transfers of such Personal Data outside of the European Economic Area, to the extent that CORU consents to any such transfer; and

25.1.21 nothing contained in this Agreement shall relieve the Contractor of its direct responsibilities and liabilities under Data Protection Legislation.

25.2 In the event that transfers of data outside of the EEA have been permitted by CORU under Clause 25.1.20, and the mechanism that is used to facilitate those transfers under Data Protection Legislation expires or is declared invalid by any relevant authority, the Contractor shall cease such transfers and work with CORU to put in place an alternative mechanism which complies with Data Protection Legislation.

25.3 The Contractor shall indemnify CORU and CORU's officers, employees, servants, agents and sub-contractors against any and all losses, expenses (including reasonable legal fees), damages, costs, penalties and regulatory fines incurred by CORU or for which CORU may become liable including:

25.3.1 civil claims where a final award of damages has been granted (including in relation to a court approved settlement) in favour of a Data Subject; and/or

25.3.2 administrative fines imposed by a supervisory authority and approved by a court of competent jurisdiction,

in each case, to the extent that such loss arises from or in connection with the Contractor acting outside or contrary to the lawful instructions of CORU and/or any other breach by the Contractor of its data protection obligations under this Agreement or Data Protection Legislation.

26 BUSINESS CONTINUITY AND DISASTER RECOVERY

26.1 The Contractor shall implement and maintain, at its own cost, appropriate disaster recovery and business continuity measures in respect of the Services (including the Business Continuity/Disaster Recovery Plan) in accordance with the provisions of Schedule Nine and any other plans or strategies agreed in writing between the Parties pursuant to Schedule Nine. In the event of a Disaster, the Contractor shall implement the Business Continuity/Disaster Recovery Plan.

26.2 The Solution shall be capable of a recovery time objective of not more than four (4) hours and a recovery point objective of not more than one (1) hour, and the Business Continuity/Disaster Recovery Plan shall be designed to achieve these objectives. The Contractor shall, not less than once in each calendar quarter, verify that the recovery point objective is being met, and shall report the results to CORU in the next monthly service report.

26.3 For the avoidance of doubt, the recovery time objective under Clause 26.2 is consistent with, and without prejudice to, the Priority 1 incident restoration target of four (4) hours set out in Schedule Three (SL3), and a failure to meet either obligation shall be assessed under the applicable provisions of this Agreement including, where relevant, the Service Credit mechanism in Schedule Three.

26.4 CORU will not be liable to pay the Charges for any Services that are not provided as a result of a Disaster.

27 FREEDOM OF INFORMATION

27.1 Where CORU is subject to the provisions of the Freedom of Information Act 2014 (the "**FOI Act**") and CORU receives a request for information related to this Agreement, CORU may consult with the Contractor in respect of the request. Without prejudice to Section 6(9) of the FOI Act, the Contractor shall identify any information which the Contractor considers to be confidential and/or commercially sensitive. The Contractor acknowledges and agrees that it may be necessary for CORU to disclose information to third parties in order to comply with the FOI Act.

28 INSURANCE

28.1 The Contractor agrees to maintain the insurances set out in Schedule Five for the particular terms specified with insurers approved by CORU.

28.2 Prior to the execution of this Agreement and at any time thereafter if requested by CORU, the Contractor shall provide CORU with such evidence as CORU shall require verifying that all insurance is in force for the periods specified. The Contractor shall notify CORU immediately in the event that any of the insurances ceases to be available or maintained.

28.3 Any public liability, employers liability and cyber liability insurance policies described in Schedule Five shall include an indemnity to principals clause indemnifying CORU. None of the policies described in Schedule Five shall include any terms or conditions to the effect that the Contractor must discharge any liability before being able to recover from the insurers.

28.4 The Contractor agrees, represents and warrants to CORU that the insurance policies set out in Schedule Five will also indemnify CORU against any acts, omissions, negligence or breach of any officers, employees, servants, agents or sub-contractors of the Contractor or that such sub-contractors or agents will carry insurance to the same levels and on terms at least as favourable to CORU as those required from the Contractor. The Contractor shall indemnify CORU for any loss suffered by CORU due to the failure of the Contractor to comply with this obligation.

28.5 If the Contractor fails to provide the insurance cover specified in Schedule Five, CORU may do so for the whole or part of the period for which such cover is required, without being under any obligation so to do, and may deduct any costs it incurs in obtaining such cover from any sums due to the Contractor under the Agreement, or otherwise recover such sums from the Contractor.

28.6 The Contractor shall be liable to pay the full amount of any deductibles or excess amounts payable under the policies of insurance referred to in Schedule Five, in the event of a claim under any of the policies referred to therein.

28.7 Where the level of indemnity to be provided under any insurance policy referred to in Schedule Five is an aggregate amount, the Contractor shall notify CORU of any claims made under such policy forthwith. CORU reserves the right to request that such policies provide a separate aggregate limit in respect of any claims arising out of or relating to this Agreement.

28.8 Nothing in this Clause 28 limits, or shall be deemed to limit, the obligations, liabilities or responsibilities of the Contractor under the other terms of this Agreement or otherwise.

29 SUSPENSION

29.1 The Contractor shall, upon receipt of a notice of suspension from CORU, suspend the performance of such of its obligations and for such time and in such manner as CORU shall set out in its notice of suspension including in connection with the payment of Charges for the period of suspension.

29.2 Unless such suspension is necessary by reason of some default of or breach of this Agreement by the Contractor for which it is responsible the provisions of Clause 29.3 shall apply.

29.3 Subject to Clause 29.2, where CORU suspends performance of any of the obligations of the Contractor pursuant to Clause 29.1, the Contractor shall be entitled to an extension of time for performance of the obligation(s) to which the suspension relates.

29.4 Where the suspension continues for a period of six (6) months, at the expiration of six months the Contractor shall be entitled to issue a written notice to CORU requiring CORU to lift the suspension of the obligation(s). If the suspension is not lifted within 30 days of CORU receiving the written notice from the Contractor, the Contractor shall be entitled to terminate this Agreement.

30 FORCE MAJEURE

30.1 "**Force Majeure**" in this Clause 30 means an event beyond the reasonable control of a Party involving an act of God, war, riot, civil commotion, acts of terrorism, embargoes, malicious damage, disease, pestilence, accident, fire, flood, storm, strike, lock-out or other industrial dispute (in the case of strike, lock-out or other industrial dispute not confined to employees, servants, agents or sub-contractors of the Contractor), which could not have been avoided by taking reasonable precautions which, having regard to all matters known to it before the occurrence of the Force Majeure and all other relevant factors, it ought reasonably to have taken but did not take.

30.2 If a Party is affected by a Force Majeure (the "**Affected Party**") it shall promptly notify the other Party of the nature and extent of the circumstances in question.

30.3 Notwithstanding any other provisions of this Agreement, the Affected Party shall be deemed not to be in breach of this Agreement, or otherwise liable to the other Party, for any delay in performance or the non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other Party in accordance with Clause 30.2 and the time for performance of the affected obligations shall be extended accordingly.

30.4 The Affected Party shall use its reasonable endeavours to mitigate the effects of the Force Majeure on the performance of its obligations under this Agreement.

30.5 The Affected Party shall notify the other Party immediately in writing once the Force Majeure has ended and shall forthwith resume performance of all of its obligations under this Agreement.

30.6 If the Force Majeure resulting in the delay in performance or the non-performance by a Party of any obligations under this Agreement continues for more than three months after the date on which the Force Majeure begins, either Party may by notice in writing to the other Party terminate this Agreement forthwith. The provisions of Clauses 3.8 to 3.11 inclusive shall apply in respect of any termination hereunder.

30.7 If because of an event of Force Majeure, the Contractor is unable to provide the Services in whole or in part, CORU shall have the right to make alternative arrangements for the provision of such Services. Under those circumstances, CORU shall not be obliged to resume its obligations under the Agreement and the Contractor shall not be permitted to recommence providing the Services until

any contractual obligations of CORU with a third party in making such alternative arrangements have ceased or expired

31 CONFIDENTIALITY

31.1 "**Confidential Information**" means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") whether before, on or after the date of this Agreement including, without limitation, information relating to the negotiation, provisions and subject matter of this Agreement or the Disclosing Party's operations, processes, plans or intentions, know-how, design rights, trade secrets or business affairs and for the avoidance of doubt, this Agreement shall constitute Confidential Information.

31.2 Subject to Clause 31.3, during the term of this Agreement and at any time after the termination or expiry of this Agreement (for any reason) the Receiving Party:

31.2.1 may not use any Confidential Information for any purpose other than in the performance of its obligations under this Agreement;

31.2.2 may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with Clause 31.3; and

31.2.3 shall make every effort to prevent the use or disclosure of Confidential Information.

31.3 The Receiving Party may disclose information which would otherwise be Confidential Information if and to the extent that:

31.3.1 it is required by law, including, for the avoidance of doubt, any disclosure required under the FOI Act (as defined in Clause 27);

31.3.2 in the case of CORU, disclosure is required by a Minister of the Government of Ireland, the Department of Health, the Data Protection Commission or another Regulator;

31.3.3 the information has come into the public domain or into the knowledge of the Receiving Party, otherwise than through a breach of this Clause 31 or any other confidentiality agreement with the Disclosing Party by the Receiving Party;

31.3.4 it is required by existing contractual obligations of which the Disclosing Party is aware;

31.3.5 it is required by any securities exchange or regulatory or governmental body to which it is subject; or

31.3.6 the disclosure is to its professional advisers, auditors or banker; or to any of its directors, other officers, employees, servants, agents and sub-contractors (a "**Recipient**") to the extent that disclosure is reasonably necessary for the purposes of this Agreement.

31.4 The Receiving Party shall ensure that a Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a Party to this Agreement.

32 RECORD KEEPING, AUDIT AND INSPECTION

32.1 The Contractor shall keep detailed and accurate records of all activities carried out in connection with the Services, including any records required under this Agreement or Applicable Law (the "Service Records").

32.2 The Contractor shall retain the Service Records at its principal place of business during the Term and for at least seven (7) years following expiry or earlier termination of the Agreement (the "Retention Period").

32.3 The Contractor shall, and shall procure that its sub-contractors shall, grant to CORU, its agents, representatives, statutory auditors and regulators access to the Contractor's premises, systems, Contractor's Personnel and Service Records during normal business hours in order to:

32.3.1 verify compliance with this Agreement, including the accuracy of the Charges, adherence to the Service Levels and compliance with the Business Continuity/Disaster Recovery Plan;

32.3.2 investigate suspected fraud or material accounting irregularities, in which case CORU shall not be obliged to inform the Contractor of the objective of its investigations;

32.3.3 respond to any request or requirement of a regulator; and

32.3.4 inspect and validate the integrity, confidentiality and security of CORU Data, Confidential Information and any other assets in the Contractor's possession or control.

32.4 Subject to any requirements of a regulator, CORU shall give the Contractor at least two (2) Working Days' notice of any audit, save where the audit relates to suspected fraud or non-compliance with security requirements.

32.5 If any audit or inspection demonstrates non-compliance by the Contractor with its obligations under this Agreement, the Contractor shall, at its own expense and without prejudice to any other rights or remedies of CORU:

32.5.1 remedy the cause of such non-compliance as soon as reasonably practicable; and

32.5.2 promptly reimburse CORU's reasonable costs and expenses of such audit or inspection, including the fees of third party advisers.

32.6 The Contractor shall give CORU not less than sixty (60) calendar days' notice before destroying or disposing of any Service Records not required to be retained, and shall not do so until CORU has had a reasonable opportunity to recover them.

32.7 If the Contractor fails to remedy any non-compliance identified under this Clause within the period stipulated by CORU (such period to be reasonable having regard to the nature and severity of the non-compliance), CORU may, without prejudice to any other right or remedy, engage a third party to perform such of the Services as the Contractor has failed to provide, and the Contractor shall pay to CORU the reasonable additional costs thereby incurred.

33 SERVICE IMPROVEMENT AND TECHNOLOGY REFRESH

33.1 The Contractor shall, at its own cost, submit a report to CORU within thirty (30) Working Days of the end of each Contract Year, which shall identify the emergence of new and evolving relevant technologies and processes which could improve the Services. The report shall be provided in sufficient detail to enable CORU to evaluate properly the benefits of the new technology or process.

34 ANNOUNCEMENTS

34.1 Subject to Clause 31, no announcement concerning the transaction contemplated by this Agreement or any ancillary matter shall be made by the Contractor, without the prior written consent of CORU.

34.2 Clause 34.1 does not apply to a public announcement, communication or circular to be made or sent by the Contractor, if it is required by law, or any securities exchange, or regulatory or governmental body, to which it is subject.

35 CORRUPT GIFTS AND PAYMENT OF COMMISSION

35.1 The Contractor shall not, and shall ensure that the Contractor's Personnel shall not offer or agree to give any servant, employee, director, manager, officer or agent of CORU any gift or consideration of any kind as an inducement or reward (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of any contract with CORU or (b) for showing or not showing favour or disfavour to any person in relation to any contract with CORU.

35.2 The Contractor shall not enter into any contract with CORU in connection with which commission has been paid or has been agreed to be paid by the Contractor or any of its subcontractors on its or their behalf or to its or their knowledge unless, before the relevant contract or document is entered into, particulars of such commission and of the terms and conditions of any such contract or document for the payment thereof have been disclosed in writing to CORU.

35.3 The Contractor shall not commit any offence (a) under any laws creating offences in respect of fraudulent acts or commit any offence under the Ethics in Public Office Acts 1995, the Criminal Justice (Corruption Offences) Act 2018 and/or Standards in Public Office Act 2001 and regulations made under all such legislation; (b) at common law in respect of fraudulent acts in relation to this Agreement and/or any contract document, or any other contract with CORU; or (c) defraud or attempt to defraud CORU.

35.4 The Contractor warrants and represents that it has not offered any form of bribe, inducement or other incentive to CORU in return for CORU entering into this Agreement or for the provision of any other services.

35.5 CORU may terminate this Agreement on immediately effective written notice for the Contractor's irremediable breach if:

35.5.1 the Contractor, any of the Contractor's Personnel or sub-contractors or any other person acting on its behalf (and whether with or without the Contractor's knowledge) accepts, solicits, agrees to receive, promises, offers or gives a bribe, facilitation payment, kickback or other improper payment; or

35.5.2 the Contractor, any of the Contractor's Personnel, or sub-contractors or any other person acting on its behalf (and whether with or without the Contractor's knowledge) commits an offence under any applicable anti-bribery and anti-corruption laws and regulations.

35.6 The Contractor will notify CORU immediately upon becoming aware of any actual or potential breach of this Clause 35.

35.7 If CORU does terminate the Agreement pursuant to this Clause 35, the Contractor shall on demand indemnify CORU in respect of losses incurred by CORU as a result of such termination and the related breach of this Clause 35.

35.8 Without prejudice to its rights of audit and inspection under this Agreement, CORU shall have the right to audit any and all such records necessary to confirm compliance with this Clause 35 at any time during the term and during the six (6) year period following expiry or termination of this Agreement.

35.9 The Contractor warrants and represents that neither it, nor any member of a consortium or joint venture of which it forms part, nor any of its sub-contractors, nor any entity upon whose capacities

the Contractor relies, is subject to any sanctions or restrictive measures imposed by the European Union, including, without limitation, falling within the category of economic operators identified in Article 5k(1)(a) to (c) of Regulation (EU) No 833/2014 (as amended from time to time).

35.10 The Contractor shall not enter into any arrangement in connection with this Agreement which would cause CORU to be in breach of any sanctions or restrictive measures imposed by the European Union and shall promptly notify CORU if it becomes aware of any change in its sanctions status or that of any person referred to in this Clause 35.

36 CONFLICTS OF INTEREST

36.1 The Contractor shall disclose to CORU within forty eight (48) hours of it coming to its attention, any conflict of interest or potential conflict of interest with CORU which it or the Contractor's Personnel have or may have, or which its respective officers or affiliates in other jurisdictions may have.

36.2 In the event of any conflict or potential conflict of interest, CORU shall, in its absolute discretion, decide in the appropriate course of action. Where CORU considers that the matter does not give rise to a conflict of interest or that the conflict of interest is immaterial, it may permit the situation to continue. Where CORU considers that the situation does give rise to a conflict of interest, it may, in its absolute discretion, permit matters to continue provided that appropriate safeguards being agreed between CORU and the Contractor are put in place and that CORU is satisfied that they are in place.

36.3 Failure of the Contractor to comply with any of the provisions of this Clause 36 shall be deemed to be a breach of contract and shall entitle CORU to terminate this Agreement.

37 COSTS AND EXPENSES

37.1 Except where this Agreement expressly provides otherwise, each Party shall pay its own costs and expenses relating to the negotiation, preparation, execution and implementation by it of this Agreement and any document referred to herein.

38 RE-ORGANISATION OF CORU

38.1 Notwithstanding anything to the contrary in this Agreement, if the Government of Ireland or any Department thereof should re-organise CORU's business and/or legal structure (whether by dividing its business between two or more corporate bodies or otherwise), the obligations of CORU may be divided between such bodies and the Contractor shall thereafter deal with such bodies as if the parts of this Agreement relevant to the business of such bodies formed a contract between the Contractor and such corporate bodies.

39 FURTHER ASSURANCE

39.1 Each Party shall, at its own cost, from time to time and being required to do so by the other Party, now or at any time in the future, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the other Party as the other Party may reasonably consider necessary, to give full effect to this Agreement.

40 LEGAL OPINION

40.1 The Contractor shall, if requested by CORU, at the Contractor's expense, procure the provision of a written legal opinion of a qualified barrister or solicitor certifying that:

40.1.1 the Contractor has all requisite corporate power to execute, deliver and perform its obligations under the Agreement;

40.1.2 such execution, delivery and performance of the Agreement have been duly authorised by appropriate corporate action; and

40.1.3 the Agreement constitutes legally binding obligations on the Contractor.

40.2 Any legal opinion requested by CORU in accordance with Clause **Error! Reference source not found.** shall have such form and content as shall be approved by CORU.

41 PARENT COMPANY GUARANTEE

41.1 CORU may require, at its discretion, the Contractor to provide a parent company guarantee to guarantee the performance of the Contractor's obligations under this Agreement in substantially the same form as the Form of Parent Company Guarantee.

42 VARIATIONS

42.1 Except where this Agreement provides otherwise, a variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.

43 WAIVERS AND ALTERNATIVE REMEDIES

43.1 No delay, omission or forbearance on the part of either Party to this Agreement in exercising any right, power, privilege or remedy provided by law or under this Agreement shall operate to or be construed or interpreted as operating to:

43.1.1 impair such rights, power, privilege or remedy; or

43.1.2 operate as a waiver thereof.

43.2 The single or partial exercise by CORU of any right, power, privilege or remedy provided by law or under this Agreement shall, whether or not exercised, not preclude any other or further exercise thereof.

43.3 The rights, powers, privileges and remedies of CORU provided in this Agreement are cumulative and not exclusive of any rights, powers, privileges and remedies it would otherwise be entitled to under common law or statute.

43.4 CORU shall be entitled to withhold and set-off monies owing to the Contractor in accordance with this Agreement in the event and to the extent the Contractor defaults in paying any monies, damages, costs or expenses owed to CORU as a result of or in connection with the Contractor's performance or failure to perform its obligations under this Agreement.

44 NO PARTNERSHIP

44.1 Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall create, or be interpreted or construed as creating a partnership, association, joint venture or, other co-operative entity between the Parties.

45 JOINT AND SEVERAL LIABILITY

45.1 Where the Contractor comprises more than one person, firm or company (including, without limitation, a consortium, joint venture or other unincorporated association), the obligations and liabilities of each such person, firm or company under this Agreement shall be joint and several.

45.2 CORU shall be entitled to enforce the terms of this Agreement against any one or more of the persons, firms or companies comprising the Contractor without being required first to enforce the terms of this Agreement against any other of them.

45.3 The obligations of each person, firm or company comprising the Contractor under this Agreement shall not be discharged, affected or impaired by any act, omission, matter or thing which, but for this provision, might operate to release or otherwise exonerate any of them from their obligations, including, without limitation, any time, indulgence, waiver or consent given to, or composition or arrangement with, any one or more of them.

46 SCOPE OF AUTHORITY

46.1 Neither Party shall have any right, power or authority to enter into any agreement, or act on behalf of, or to act as or to be an agent or representative of, or to otherwise bind the other Party unless expressly provided otherwise in this Agreement.

47 ASSIGNMENT/SUB-CONTRACTING

47.1 CORU shall be free to transfer or assign all or part of this Agreement, including any of its rights or obligations under this Agreement, to any person without the consent of the Contractor.

47.2 This Agreement is personal to the Contractor and the Contractor shall not, save in respect of Approved Sub-Contractors, without the written consent of CORU (such consent not to be unreasonably withheld or delayed), assign, sub-contract, appoint an agent to perform, mortgage, charge, create an interest in any trust over, or dispose of any of its rights or obligations under this Agreement, provided that CORU may withhold consent in its sole discretion where the proposed assignment, sub-contracting or other disposal relates to the Processing of Personal Data, the hosting of the Solution or will in the opinion of CORU materially impact the delivery of the Services or the Solution.

47.3 The Contractor shall not be entitled to engage an agent or sub-contractor to replace an Approved Sub-Contractor without CORU's prior written consent, which may be withheld at CORU's sole discretion.

47.4 The Contractor is and shall remain responsible for obligations which are performed by the Approved Sub-Contractors and for the acts or omissions of the Approved Sub-Contractors as if they were the acts or omissions of the Contractor. All Approved Sub-Contractors shall be bound by the terms of an agreement with the Contractor which contains the same level of contractual protection for the Contractor and CORU as contained in this Agreement.

47.5 Without prejudice to the generality of this Clause 47, where CORU becomes aware that any of the exclusion grounds set out in Article 57 of Directive 2014/24/EU apply to any Approved Sub-Contractor or sub-contractor, CORU reserves the right to require the Contractor to immediately replace such sub-contractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the sub-contractor and a requirement that the sub-contractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

48 NOTICES AND SERVICE

48.1 Any notice required or authorised by this Agreement to be given by either Party to the other shall be in writing and may be given by hand or sent by post or email to the other Party to the addresses specified in the parties section of this Agreement and marked for the attention of the following persons:

CORU: Claire O'Cleary, claire.ocleary@coru.ie, Chief Executive Officer and Registrar

Contractor: [insert name, email address and position]

48.2 Any notice or other information given by post under Clause 48.1 shall be sent by post and any Party giving notice or other information by email under Clause 48.1 shall promptly post the original copy to the person to whom the notice or other information was given but the absence of such posting shall not affect the validity of the notice or information.

48.3 Every notice or other information given under Clause 48 shall be deemed to have been received as follows:

Means of Dispatch	**Deemed Received**
Delivered by hand:	the day of delivery;
Post:	Three (3) calendar days after posting; and
Email:	on the next calendar day following delivery

48.4 Either Party may, by notice to the other (in compliance with this Clause 48), change the address, email address or the person to which such notice is to be sent or delivered.

49 COUNTERPARTS AND ELECTRONIC EXECUTION

49.1 This Agreement may be executed by the Parties in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed will constitute an original, but all of which together will evidence the same agreement.

49.2 The Parties agree that this Agreement may be executed electronically. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Agreement.

50 SEVERANCE

50.1 Each of the provisions of this Agreement is severable and if any provision of this Agreement is held by any court or other competent authority to be illegal, void or unenforceable in whole or in part, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

51 ENTIRE AGREEMENT

51.1 This Agreement contains the entire agreement between the Parties and contains all the terms which the Parties have agreed with respect to its subject matter and this Agreement supersedes and extinguishes all previous drafts, agreements, contracts and undertakings between the Parties.

51.2 The Contractor acknowledges that it has not been induced to enter into this Agreement by a statement or promise, which this Agreement does not contain.

51.3 CORU is not liable in equity, contract or tort or in any other way for a representation that is not set out in this Agreement.

51.4 Nothing in this Clause 51 shall have the effect of limiting or restricting any liability of a Party arising as a result of any fraud.

52 FRAUD

52.1 In addition to any rights it may have under Clause 29, CORU may suspend the Services and its payment obligations if it has reasonable grounds to believe that the Contractor, its employees, officers or invitees has committed a fraud or malpractice. If it is subsequently found that none of them had done so, CORU shall pay the Contractor any amounts which have been unjustly withheld. The Contractor shall promptly notify CORU in writing if the Contractor suspects or is made aware of any of its employees or officers committing a fraud or malpractice.

52.2 CORU shall permit the Contractor to resume delivery of the Services once it is established that the Contractor, its employees, officers or invitees were not responsible for any fraud or malpractice.

53 DISPUTE RESOLUTION PROCEDURE

53.1 Where at any point during the Term of this Agreement any matter relating to this Agreement cannot be agreed by the Parties (a "Dispute"), it shall be escalated as follows:

53.1.1 the matter shall be referred as soon as practicable to the Representative of each Party for resolution;

53.1.2 if the matter has not been resolved within seven (7) Working Days (or such longer period as may be agreed in writing by the Parties) of being referred to the Representatives, or if the Representatives determine it is incapable of being resolved at that level, then the matter shall be immediately referred to the [*insert title*] of the Contractor and [*insert title]* of CORU;

53.1.3 if the matter has not been resolved within seven (7) Working Days (or such longer period as may be agreed in writing by the Parties) of being referred to the commercial directors, or if the commercial directors determine it is incapable of being resolved at that level, then the matter shall be immediately referred to the chief executives of each Party; and

53.1.4 if the Dispute has not been resolved within ten (10) Working Days (or such longer period as may be agreed in writing by the Parties) of being referred to the chief executives then either Party may (but will for the avoidance of doubt not be obliged to do so) commence court proceedings for the determination of the Dispute in question.

53.2 Nothing contained in this Clause shall restrict a Party's freedom to commence legal proceedings where such proceedings are required urgently to preserve any legal right or remedy, to protect any Intellectual Property or rights in Confidential Information or to otherwise prevent the threat of irreparable harm.

54 SURVIVAL OF CLAUSES

54.1 Termination or expiry of the Agreement, howsoever caused, shall not prejudice any rights and remedies of either Party which may have accrued under the Agreement up to the date of termination or expiry, and shall not affect any provision of the Agreement which is expressly or by implication intended to come into or remain in effect on or after termination or expiry.

55 GOVERNING LAW

55.1 This Agreement shall in all respects be governed by and construed in accordance with the laws of Ireland.

56 JURISDICTION

56.1 Each Party irrevocably agrees for the benefit of CORU that the courts of Ireland have exclusive jurisdiction to hear and decide any suit, action or proceedings and to settle any disputes which may arise out of or are in connection with this Agreement, and, for these purposes, irrevocably submits to the jurisdiction of the courts of Ireland.

56.2 The submission to the jurisdiction of the courts of Ireland does not limit CORU's right to take proceedings against the other Party in another court of competent jurisdiction, nor does the taking of proceedings by CORU in any one or more jurisdictions preclude CORU taking proceedings in another jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

SCHEDULE ONE

Specification

Each requirement in this Schedule is designated Mandatory (M) or Desirable (D). The same requirements, with the same reference numbers and wording, are set out in the Requirements Compliance Matrix (TRD-RCM), which Tenderers must complete and submit with their Tender.[1] Defined terms used in this Schedule shall have the meaning given to them in the Agreement unless stated otherwise.

A Mandatory requirement must be met through standard functionality or Configuration, without bespoke software development; the capability must exist in the Solution at the Commencement Date, and the requirement must be delivered within the Final Implementation Plan. A Tenderer which does not confirm compliance with every Mandatory requirement will be eliminated from this Competition. Desirable requirements are not mandatory; each Desirable requirement confirmed as met scores under award criterion Q2, and any Desirable requirement confirmed must meet the same standard as a Mandatory requirement. CORU will verify, before award of the Agreement, that the capability exists.

Configuration has the meaning given in the Agreement: the settings, parameters, rules, workflows, forms, templates, reports, field mappings and other adjustments made using the standard configuration tools of the software, without alteration to the underlying source code. The use of an existing integration connector, extension or module, or a third party component, which exists at the Commencement Date and is included in the prices tendered, is treated as Configuration. Any requirement that can be met only by altering the underlying source code is not met.

Any references to any statute or statutory provision shall be deemed to include any statute or statutory provision which amends, extends, consolidates, re-enacts or replaces same, or which has been amended, extended, consolidated, re-enacted or replaced (whether before or after the date of the Agreement) by same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

Vendor neutrality
This Specification of Requirements is vendor-agnostic. It describes required outcomes, capabilities and standards and does not refer to, require or favour any particular make, source, process, trademark, patent, type, origin, product or means of production. Where any standard, specification or technical reference is named, it is to be read as including the words "or equivalent", and a Tenderer may demonstrate compliance by any appropriate means in accordance with Regulation 42 of the Regulations.

1. Background

1.1 CORU

CORU is Ireland's multi-profession health and social care regulator. Its role is to protect the public by promoting high standards of professional conduct, education, training and competence through the statutory registration of health and social care professionals. CORU is incrementally establishing statutory regulation for the professions designated under the Health and Social Care Professionals Act 2005 (as amended).

CORU comprises the Health and Social Care Professionals Council, the Registration Boards established for each designated profession, and the executive. Registration Boards are independent statutory decision-makers and are the competent authority for the recognition of professional qualifications in respect of their profession. The Solution must support this governance structure,

[1] Text to be revised prior to signing of the Agreement to remove instructions for tenderers.

including the preparation and circulation of board papers, the recording of board decisions and the segregation of access by board and by profession.

1.2 Professions regulated

Registers are currently open in respect of the following professions:

- Dietitians; Dispensing Opticians (General Division); Dispensing Opticians (Contact Lenses Division); Medical Scientists; Occupational Therapists; Optometrists; Physiotherapists; Podiatrists; Radiographers and Radiation Therapists; Social Workers; Social Care Workers; Speech and Language Therapists.

Registers remain to be opened in respect of the following professions:

- Clinical Biochemists; Counsellors; Orthoptists; Psychologists; Psychotherapists.

The Solution must be capable of accommodating additional registers, divisions and professions during the Term without bespoke development.

1.3 The registrant lifecycle

The registrant lifecycle comprises three distinct but interdependent phases, all of which are in scope:

- Recognition: the assessment of professional qualifications awarded outside the State against the standards of proficiency required of approved Irish qualifications. Deficits, where identified, may be addressed through the application of compensation measures (a period of adaptation or an aptitude test), or through an assessment of professional competence. The process comprises an initial application and triage, a verification phase, a missing information phase, an iterative assessment phase conducted by two assigned assessors, a recommendation phase, a board decision phase and, where applicable, a compensation measure phase. There is also an appeals process which requires the export of documentation, as an appeal can result in reassessment and/or a changed outcome.
- Registration: the processing of applications to join a register, the maintenance of the statutory registers, annual renewal, restoration to the register, and voluntary and involuntary removal. Legislation permits an individual to register under two routes: as a new practitioner or graduate of an approved programme, and as an existing practitioner under transitional arrangements. Registration is also conditional on the completion of vetting with the National Vetting Bureau.
- Continuing Professional Development (CPD): the selection of registrants for audit and the administration of the CPD audit process. Each Registration Board may audit a CPD record to confirm that registrants have a system and process in place to ensure knowledge, skills and performance are of a high standard. Only registrants called for audit have access to, and are required to complete tasks in, the CPD audit functionality. CPD records are retained for audit purposes only and are destroyed once the audit is concluded.

The statutory public register, which is published online and is searchable by any member of the public, contains the registration number, full name, registration renewal date, county and/or post code in which the registrant practises, and fitness to practise details and conditions where applicable.

1.4 The current position

Registration, Recognition and CPD are currently supported by a single cloud based regulatory platform. Its data is held in a document database, expected to be approximately 4TB by early 2027, including documents and attachments. Some operational data is also held outside the platform in spreadsheets and other records and is in scope for the Data Migration where agreed. Fitness to Practise complaint records are held separately, and summary records are in scope for the Data Migration. Details of the current arrangements are provided for Data Migration purposes only. They are not to be taken as expressing any preference for, or any requirement to reproduce, any product, platform or technology.

Functional area	Current arrangement	Records (approximate)
Registration and Recognition	Cloud based regulatory platform	Approximately 44,000 registrants; approximately 72,000 registration application records and 13,500 recognition application records at the start of 2027
CPD	Cloud based regulatory platform	Based on a subset of the register
Fitness to Practise	Separate system	Approximately 500 complaint records

2. Scope and objectives

2.1 Statement of purpose

CORU is seeking to procure its next generation Registrant Management System ("RMS"). Project Continuum will procure and implement a modern, cloud based RMS that builds on CORU's established processes, organisational knowledge and experience of operating its current platform.

The project will build on existing business processes, operational experience, data assets and stakeholder feedback to deliver a more sustainable, scalable and efficient solution. Rather than a greenfield transformation initiative, Project Continuum represents the next stage in CORU's digital maturity, focused on evolving and enhancing proven capabilities.

The new RMS will retain and improve existing functionality while addressing known limitations, simplifying system design, enhancing integration capabilities and supporting future growth. This includes improved support for bulk processing, targeted communications, third-party integrations and the efficient management of multiple professional registers and regulatory pathways.

The project will deliver:

- Increased operational efficiency through automation and simpler workflows.
- End-to-end digitisation of core regulatory processes, including appeals and refunds.
- Enhanced integration with internal and external systems, including finance platforms, identity verification services and address validation services.
- Improved data quality, reporting and oversight capabilities.
- More effective and scalable stakeholder communications.
- A secure, resilient and scalable platform aligned with CORU's future needs.

This project builds upon an established digital operating environment, building on existing business processes, organisational knowledge and lessons learned from the current platform.

The purpose of the RFT is to solicit proposals for the supply, design, configuration, implementation and ongoing support and maintenance of a cloud based Registrant Management System that will replace CORU's existing arrangements and support it in achieving its objectives and delivering against its statutory responsibilities.

The new RMS must support CORU's needs as it grows, including: a scalable cloud architecture; integration across the Recognition, Registration and CPD functions, so that processes run end to end; consolidated data and reporting across functional areas; and the flexibility to implement legislative and policy changes through configuration.

2.2 In scope

- End to end application and registration lifecycle management, through secure applicant and registrant self service portals.
- Recognition, including verification, assessment, board and registrar decisions, compensation measures and European Professional Card applications.
- Registration, including first time registration on every route, maintenance of the registers, renewals, restoration, removals and refunds.

- The CPD audit: selection, submission, deferrals, review and outcomes.
- Appeals against registration and recognition decisions, within an isolated module.
- Fitness to Practise complaint summary records, the open complaint indicator and its registration controls, and public register notices.
- Individual applicant components, such as proof of language, period of adaptation forms and return to practice submissions.
- Case, workflow, task and queue management, document management and correspondence management.
- Integrated communication tools, including bulk and targeted messaging.
- The public facing, real time statutory public register.
- Reporting, dashboards and business intelligence.
- Migration of data from the current arrangements.
- Hosting, support, maintenance, training and knowledge transfer.

2.3 Out of scope

- Changes to statutory registration requirements.
- Changes to CORU's financial systems, except where integration is required.
- Organisational restructuring activities.
- Bespoke development of functionality that can be met through standard configuration, unless approved through the Change Control Procedure.
- Significant process redesign beyond registration, recognition, appeals and related regulatory functions.
- Fitness to Practise case management (case files, documents, bundles and hearings), which remains in CORU's legal case management system.
- The approval and monitoring of education programmes.
- CORU's corporate finance, payroll and human resources systems, save for the integrations set out in section 4.
- CORU's public website, save for the publication of the public register and the integrations set out in section 4.

2.4 Solution principles

Tenderers should be cognisant of the following principles, to which any proposed solution should be aligned:

Principle	Statement of intent
Enterprise value	Maximise the long-term benefits to the enterprise as a whole from all ICT solutions deployed.
Fit for purpose	Maintain capability levels and deploy solutions that are fit for purpose, while holding fast to the simplicity principle.
Simplicity	Choose the simplest, best-fit solution and reduce operational complexity. Choose a solution that is dynamic and easily transferable, to bolster in-house expertise and to control and reduce change control costs.
Reuse, buy, build	Maximise reuse of existing assets. If reuse is not possible, procure efficiently; if procurement is not possible, build custom solutions.
Managed data	Manage digital data as an asset in compliance with the data governance policy.
Technical diversity	Control the diversity of technology platforms and solutions.
Managed security	Manage security enterprise-wide in compliance with the security strategy.
Compliance	Be compliant with all relevant legislation and regulations.
Innovation	Look for innovative technology solutions to maximise the benefits for the business.

Principle	Statement of intent
Customer centric	Deliver a quality, transparent, best experience to customers, empowering them through self-service and online services.
Digital first	Look to digital solutions first, automating and digitalising where feasible and appropriate, on a "digital first - paper last" basis.

CORU requires a wholly cloud-based Solution that is encrypted end-to-end and designed for scalability, flexibility and accessibility, for ease of configuration and minimised customisation, to make use of the existing technology landscape, and for ease of integration with other services and third-party systems. Implementation is to be capable of being delivered on a phased basis, from simple to complex.

3. Volumetrics

The following figures are estimates provided for the purposes of sizing and pricing only. They do not constitute any commitment or warranty by CORU. Recent analysis indicates that recognition volumes may increase by at least 20% above the figures shown.

3.1 Recognition

Year	Expected new records	Expected total records (active and inactive)	Estimated external users (this year's applicants plus last year's)
2027	2,700	13,500	5,300
2028	2,800	13,000	5,500
2029	2,900	12,500	5,700
2030	2,900	12,000	5,800
2031	3,000	12,600	5,900
2032	3,100	12,000	6,100

Total records include all recognition application records held, whether active or inactive.

3.2 Registration

Year	Registrants (year end)	Expected applications
2026	44,000	Not applicable
2027	47,500	4,450
2028	50,500	3,950
2029	53,000	3,450
2030	55,500	3,450
2031	58,000	3,450
2032	60,500	3,450

Registration application records held, including approved, closed and withdrawn applications, are approximately 72,000 at the start of 2027 and are expected to reach about 94,200 by 2032; combined with recognition records, and assuming 25% of records are closed or withdrawn over time, estimated applicant records held reach about 79,650 by 2032. A register for Psychologists is expected to open in 2027. The renewals process applies to every registrant in any given year. Applications received per year include applicants who have completed the recognition process, so there is some overlap with the figures at paragraph 3.1.

3.3 CPD audit

A random audit of 2.5% of each eligible register is conducted on a 24-month audit cycle. Indicative audit volumes are in the order of 250 to 600 registrants per annum across all professions, rising as further registers open.

3.4 Internal users

CORU anticipates a requirement for up to 300 internal named users over the Term, inclusive of assessors. A panel of assessors of approximately 120 individuals will be maintained. Assessors require restricted access to the records of the applications assigned to them only. CORU employs approximately 100 permanent and temporary staff and the ICT function is supported by in-house ICT staff.

3.5 Transactional email

The Recurring Charges include up to 750,000 transactional email messages per Contract Year.

4. Requirements

The requirements are set out below, grouped by business line. They are identical to the requirements in the Requirements Compliance Matrix (TRD-RCM), where Tenderers confirm compliance. Gaps in the numbering reflect requirements removed during development.

4.1 Registration

Registration Application

Ref.	Requirement	M/D
REG-1.1-001	Digital application forms available through the applicant and registrant portal (POR-001) for all registration routes: the Section 38 standard route (Irish graduate), the Section 91 (existing practitioner) route, the recognition route (recognition and registration in one application), the Section 38 Historical Qualification route (live for Social Care Workers, with the qualification drop down limited to Schedule 3 qualifications) and a shorter registration only application for European Professional Card applicants (REC-2.6-004), each with mandatory fields and field level validation; all live application types migrate to the new system and equivalent types can be configured for further professions in future	M
REG-1.1-002	Common registration framework: a single core application flow with meaningful variation configured at pathway level (Section 38, Section 91 (existing practitioner), recognition and European Professional Card); profession level differences handled through configuration and business rules, not duplicated form copies per profession. Authorised CORU staff can open or close application types per profession, including on fixed legislative dates (for example Section 91 social care worker applications closing at midnight on 1 December 2025)	M
REG-1.1-003	A change to a shared form element propagates across all professions on that pathway; the system must not require twelve separate near identical application templates to be maintained individually, and profession specific content (for example the standards of proficiency set for each profession on international routes) always populates correctly for the selected profession	M
REG-1.1-004	New profession onboarding: authorised CORU super users can open a new registration pathway, configure application forms, eligibility drop downs, qualification lists, and mandatory or non mandatory field settings without vendor change requests	M
REG-1.1-005	Descriptive profession and route selection screens (tiles with plain language descriptions of each profession and route) to reduce incorrect route selection, for example social worker selected instead of social care worker; alternatively, a short set of guided questions can route the applicant to the correct application	D
REG-1.1-006	Conditional routed questions within application forms: pages, questions and document requests shown or hidden based on prior answers (for example the Commonly Aligned Standards logic that removes document steps for qualifying United Kingdom applicants)	M
REG-1.1-007	Multi step applications save progress at every step and are resumable, supporting applicants who leave to have documents certified	M
REG-1.1-008	Document upload validation at point of upload: permitted file types, minimum and maximum file sizes, empty or corrupt file detection, and duplicate document detection to prevent the same file being uploaded into multiple required slots	D
REG-1.1-010	Templated structured input for employment and practice information (fill in the blanks statements covering role, duties, equipment, dates and hours) configurable per profession and, where modalities are defined for that profession, mapped to the relevant modalities	M

Ref.	Requirement	M/D
REG-1.1-011	Qualification selection through configurable drop down lists per route and profession, including approved qualifications, Schedule 3 legacy qualifications, previously recognised international qualifications, and the dedicated social care worker qualification list (seventy two named qualifications) as a filtered pathway, with the full set of lists and pathways (including any Health Service Executive lists and other approved pathways) confirmed at design stage; the lists are maintained by authorised CORU staff as qualifications change	M
REG-1.1-012	College graduate list validation: secure bulk import of conferral lists from approved education providers; applications flagged as awaiting college list can be placed on hold and automatically verified when the matching list entry is imported	D
REG-1.1-013	Application fee payment through an integrated payment gateway at the point of submission; an application cannot be submitted until payment is confirmed	M
REG-1.1-014	Confirmation prompt of the selected profession and route before payment is taken, to reduce fee transfers arising from applications made under the wrong profession	M
REG-1.1-015	Fee transfer: authorised staff can transfer a completed payment from one application to another, for registration and recognition applications (for example where an applicant applied under the wrong profession), with transfers restricted to authorised roles, reason capture, the transaction kept linked to both applications for reconciliation, and a full audit trail	M
REG-1.1-016	Acknowledgement of CORU's privacy notice captured from every applicant and registrant (for example at login), with the date and version acknowledged retrievable as evidence; CORU processes application data, including contact with education providers, employers and competent authorities, under its statutory functions rather than on the basis of consent	M
REG-1.1-017	Applicant status tracking through the portal with configurable stage labels covering the full recognition and registration journey (a passport office style timeline), so applicants can see where they are without contacting CORU	M
REG-1.1-019	Staff can manually create an application on behalf of an applicant in exceptional circumstances (for example applicants without internet access), with the record marked as manually created	M
REG-1.1-020	Email address, phone number and date fields validated for format at the point of entry to reduce undeliverable communications and data quality issues; account creation checks for an existing account or profile on the same email address to prevent duplicates	D
REG-1.1-021	Fully mobile responsive application journey: every step including document upload and payment must work on mobile devices and tablets	M
REG-1.1-023	Applicant facing document checklist: each required document listed with its upload date and a clear status (for example required, submitted, on hold, approved or invalid), so applicants can see exactly what is outstanding without contacting CORU	M
REG-1.1-024	Self service maintenance of contact details, correspondence preferences and employment details at any time (not only at renewal), with configurable approval rules for controlled fields, full audit trail, and automatic propagation to the public register where relevant	M
REG-1.1-025	Closure workflow for aged incomplete registration applications (replacing the current trackers): automatic identification by inactivity criteria, staged notices (currently a thirty day closure notice and a fifteen day additional notice), applicant response capture (keep open or close) with a recommended next step recorded, and closure with full audit where no response is received	D
REG-1.1-026	Employment records: applicants and registrants can hold more than one current employment and tag one as primary, with confirmation of primary employment mandatory at renewal, and multiple employment locations show on the public register; the system flags employment records that appear out of date (for example an end date in the past or an end date matching the application date) and prompts the person to confirm or update their latest employment details, improving workforce data quality	M
REG-1.1-027	Registrant document requests: letters of good standing, name change requests and similar registrant documents requestable through the portal, generated from user maintainable templates with data mapping, fee capture where applicable, and the request and issued document recorded on the registrant record	M
REG-1.1-028	Application pathway correction: authorised staff can change the application type or pathway on an open application (for example from a Section 38 route to a Section 91 route) without requiring the applicant to resubmit, with completed common data and documents retained, reason capture and a full audit trail; where the change alters the fee, the fee transfer provision applies (REG-1.1-015)	M

Verification and Decision

Ref.	Requirement	M/D
REG-1.2-001	Two stage verification: initial verification by a first verifier and, where required by the verification model (REG-1.2-002), a second check by a different officer, each recording checklist outcomes with user and timestamp	M
REG-1.2-002	The verification model is configurable: second verification can be set between full checking and a sample (for example one in ten) per route and per profession, and changed by authorised managers without supplier involvement	M
REG-1.2-003	Verifier checklist generated per application from configurable document categories, set per route by CORU (for example identity, qualification, statutory declaration, vetting, police clearance, language, IMI check, employment and placement history), with an outcome recorded per item	M
REG-1.2-004	Missing or incorrect items are recorded against the checklist; the missing information letter is generated automatically from those items, and upload spaces are created for exactly the items requested	M
REG-1.2-005	Where an applicant cannot provide a required document, the alternative evidence accepted (for example a sworn declaration), the reason and the approving officer are recorded against the case	D
REG-1.2-006	Any deviation from the documented procedure is recorded on the application with the reason and the approving officer, visible on the record and in the audit trail	M
REG-1.2-007	Registration and recognition applications can be routed to the registrar review queue or the board queue, manually by staff or automatically using delegation rules configured per board, with the rules maintained by CORU without supplier involvement	D
REG-1.2-008	Exception categories (practice, title, fit and proper declarations, health declarations, language) captured as structured data on the application so the reason a case goes to the board is reportable; exceptions populate the board paper Word template automatically from the data fields	M
REG-1.2-009	Registrar review workspace supporting CORU's weekly registrar review of registration and recognition decisions: applications ready for review by a configurable cut off are grouped into that week's review queue, with the review documents for each application compiled automatically, and the Registrar or a delegated senior manager records decisions directly in the system	M
REG-1.2-010	Board queue decisions recorded against defined fields, including grant, refusal, further information required and a return to practice requirement, with bulk approval of queued applications following review confirmation and automatic entry of the decision date, eliminating one by one manual status changes across hundreds of applications; each further information or return to practice outcome generates a letter from a template on the system, which staff can edit before it is sent to the applicant through the portal	M
REG-1.2-011	The action that adds a person to the register (approval save) is protected by an elevated permission; users without that permission cannot trigger the approval automation regardless of their access to other status fields	M
REG-1.2-012	On approval the system automatically creates the register profile from application data, assigns the registration number and updates the public register in real time; the registration letter or notification issues automatically when the registrant is added to the register, and the registration certificate is generated for the registrant to download from the registrant portal; the new registrant can log in to the registrant portal with the same credentials straight away to update their record	M
REG-1.2-013	An audit check section on completed applications where Higher Executive Officers record sample checks, their findings and outcomes; applications can be selected for checking at random at a configurable percentage	D
REG-1.2-014	Watchlist screening: regulator removal notifications held as structured records; applicants and registrants automatically screened against the watchlist, with flags raised for officer review	M
REG-1.2-017	Automated fraud indicators, delivered natively or through an integrated service: document tampering signals, duplicate submissions across applicants, and artificial or plagiarised content flags, with every flag reviewed by an officer before any action	D
REG-1.2-018	Certifier details recorded against certified documents and declarations: certifier type selected from a configurable list (for example practising solicitor, commissioner for oaths, peace commissioner, notary public), with fields to record how the certifier was validated	D
REG-1.2-021	Weekly registrar review supports recording decisions in bulk at the meeting: queued applications are held until the review and approved together in one action, rather than individually at the moment each application completes (removing the current review spreadsheets)	M

Ref.	Requirement	M/D
REG-1.2-022	Incomplete application management view (replacing the incomplete applicant tracker): per application record of missing documents and incorrect documents by category, date of last communication sent, assigned first and second verifier, automatic chase reminders at configured intervals, and filtering by verifier, application type and status	D
REG-1.2-023	Registrar review summary generated automatically from system data for each application, using a template CORU maintains (for example applicant details, qualification, eligibility, recommendation, key dates, declarations and exceptions)	M
REG-1.2-026	As recognition and registration are one application, the recognised decision and qualification details are on the same record Registration works from, so no separate check of a Letter of Recognition is needed; the qualification title and country of qualification are reportable data fields	M
REG-1.2-027	When CORU decides to alert regulators in other European countries about a professional (under Regulation 87 of S.I. 8/2017), the decision is recorded on the person record, with the date, reason, who decided and which regulators were notified; staff are prompted to send the alert through IMI and record when it was sent; the decision can be appealed like any other decision	D
REG-1.2-029	Only the sections of the application affected by missing information reopen for the applicant, with the rest locked to protect verified information	D

Renewals

Ref.	Requirement	M/D
REG-1.3-001	Renewal windows open automatically based on renewal dates set per profession, or per division where a division renews separately, with a configurable lead time (currently six weeks); renewal cannot be started before the window opens	M
REG-1.3-002	Renewal dates, fees, grace periods and reminder schedules fully configurable per profession, and per division where a division renews separately, by CORU without vendor involvement	M
REG-1.3-003	Portal renewal journey: the registrant confirms and updates permitted personal and employment details, with confirmation that employment details are up to date mandatory; completes declarations on their current standing, where an answer that needs explanation opens a free text box and document upload; and pays the annual fee in a single flow; any disclosure in the declarations goes to a staff queue for review without holding the renewal	M
REG-1.3-004	eVetting at renewal: the renewal shows any recent eVetting record, and where needed the registrant answers configurable vetting questions; answers that require vetting flag the registrant for follow up, which runs separately without holding the renewal; the eVetting step can be switched on or off per profession or globally, and the questions and validity period are configurable	M
REG-1.3-005	Automated renewal reminders at configurable intervals before and after the renewal date, with further reminders where renewal is not completed, all logged	M
REG-1.3-007	On successful renewal the system automatically generates the personalised annual certificate of registration from a user maintainable certificate template (including chairperson and registrar signature images, so a change of chairperson or signatory never requires a vendor change), publishes it to the registrant portal and notifies the registrant	M
REG-1.3-008	Non renewal handling: automatic identification of registrants who have not renewed by the deadline, and removal for non payment after the configurable grace period (currently six weeks), excluding any registrant with an open complaint (FTP-5.2-005), with statuses and notifications updated automatically	M
REG-1.3-009	Renewal management dashboard with counts and drill down: not started, in progress, completed, flagged for eVetting or declarations, overdue, and removed for non payment	M

Restoration

Ref.	Requirement	M/D
REG-1.4-001	A single unified restoration journey presented in one place on the registrant portal, regardless of how long the person has been off the register; the current split between registrant and applicant portals must not be replicated. Restoration requests are approved by the Registrar under delegation from each registration board	M

Ref.	Requirement	M/D
REG-1.4-002	Restoration rules driven by the reason for removal and the time since removal: after removal on request, people restore rather than reapply, through configurable time bands (currently less than six months, six months to two years, and two years or more, where the requirements are essentially those of a new application but completed through restoration and its fee); fees, document requirements and return to practice requirements vary automatically by band and are configurable by CORU	M
REG-1.4-003	Restoration after removal for non payment of fees: available through the registrant portal within six months of the annual renewal date (Section 40), with the correct fee always calculated and displayed; after six months a new application is required under Section 38, and the person is directed to it with clear messaging	M

Removals

Ref.	Requirement	M/D
REG-1.5-001	Voluntary removal request submitted through the registrant portal with a mandatory reason and a consequences disclaimer that must be accepted before the request proceeds	M
REG-1.5-002	All voluntary removals and removals for non payment pass through the open complaint indicator check before processing; any conditions attached by the complaints function (for example removal permitted subject to completing conditions) are recorded against the registrant record as controlled outcome text. Fitness to Practise case management remains out of scope	M
REG-1.5-003	Voluntary removals are queued for Registrar sign off through the weekly registrar review workspace with the supporting information compiled automatically	M
REG-1.5-004	On removal (voluntary, non payment or deceased) the register status, public register and registrant notifications update automatically with the effective date recorded; the registrant portal updates on removal, including withdrawing access to the registration certificate	M
REG-1.5-005	Full audit trail of the removal lifecycle: request, disclaimer acceptance, Fitness to Practise check and response, Registrar decision, register update, and notification, all timestamped with user identity and available as reportable data	M

Refunds and Fees

Ref.	Requirement	M/D
REG-1.6-001	Refund requests captured digitally (replacing the current paper form and manually maintained list) through a portal refund form that is hidden by default and made available to an applicant only once a refund is requested or approved, with staff able to send the applicant a direct link to the form; staff can also raise the request on the applicant's behalf, with the transaction reference and payment date captured from payment records automatically where possible	M
REG-1.6-002	End to end refund workflow: executive processing, management approval, finance action, and applicant notification, with the status visible to registration, recognition and finance users and to the applicant, automated reminders on stalled refunds, and refund data reportable by defined period (for example the number and value of refunds processed within a financial year) to support external audit	M

eVetting

Ref.	Requirement	M/D
REG-1.7-001	eVetting workflow for self employed applicants and registrants: eligibility questions, invitation issue and acceptance tracking, disclosure receipt matched to the individual, and outcome recording, with a configurable validity period tracked	M
REG-1.7-002	Identity validation for vetting: identity can be validated by alternative methods, including documents certified by a solicitor and posted to CORU, or an integrated identity document check (INT-002), with receipt and outcome recorded on the vetting case	D
REG-1.7-003	Where a vetting disclosure is recorded against an individual, the record goes to an Executive Officer or Higher Executive Officer queue with restricted visibility, and the resulting decision and its reason are recorded	M

4.2 Recognition

Application Intake and Verification

Ref.	Requirement	M/D
REC-2.1-001	Multi step recognition application with save progress, front loaded document requirements and payment before submission, supporting applications assessed on qualification only or on qualification plus assessment, through structured qualification, placement, employment and continuing professional development sections	M
REC-2.1-002	Thirty calendar day statutory clock from submission: the system tracks the deadline for acknowledging each application as file complete or missing information, with countdown visibility, alerts approaching the deadline, and breach reporting; the assigned officer is notified as the deadline approaches, and the internal clock is not shown to the applicant	M
REC-2.1-003	Applications assigned to named clerical and executive officers with per officer caseload views (my applications, my outstanding document requests, my returned documents, my messages), replacing personal tracking spreadsheets, with manager reassignment and team coverage views so that document returns, applicant changes and statutory deadlines are not missed during annual leave, absence or staff changes	M
REC-2.1-004	Structured, configurable verification checklist completed per application, with outcomes of yes, no or pending and verifier comments per item, and document states of submitted, not submitted or not required, including language proficiency checks	M
REC-2.1-005	Missing information letter automatically generated from checklist items marked no, and the corresponding document upload spaces automatically created for exactly the missing items, removing manual letter assembly and manual space creation	M
REC-2.1-006	Gated reopening: on a missing information outcome the applicant can access and amend only the flagged sections and upload only into the created spaces; all other submitted content remains locked to protect verified information; each requested item shows its status to the applicant and staff (requested, uploaded pending review, approved)	D
REC-2.1-007	Language proficiency evidence, for recognition and registration applications, recorded through a configurable selection of evidence types (for example qualification taught through English, employer confirmation or an approved test) and document upload, in line with CORU's language policy	M
REC-2.1-008	Employment and placement verification templates automatically generated from the applicant's entered information for employer or university completion, with a template line for the employer to confirm English was the language of practice	M
REC-2.1-009	Direct institution submission channel: the system can issue a templated verification request to an institution email address and receive the completed verification directly, tagging the return to the application with the sending domain recorded as provenance, reducing reliance on applicant uploaded stamped copies	D
REC-2.1-010	Document provenance and certification tracking with suspected fraud flags, case notes, and a third party confirmation workflow (direct contact with the university, employer or competent authority recorded against the application)	D
REC-2.1-011	File complete triggers the four month statutory decision clock; the clock is visible on the case, factors in board meeting schedules for planning, and raises escalating alerts as the deadline approaches. The clock keeps running during the standard assessor query window (REC-2.3-006). Where an applicant asks for more time than the window allows, the clock pauses at that point, with the reason recorded, and resumes from the same point once all requested documents are received.	M
REC-2.1-012	Senior grade override to declare file complete on stalled cases (for example a syllabus that no longer exists) with mandatory reason capture and audit trail	M
REC-2.1-013	Two working day acknowledgement standard for applicant emails and messages tracked with service level reporting	D
REC-2.1-014	Applicants can be asked to state how their evidence meets each standard of proficiency for their profession, so assessors check the applicant's claims rather than searching through documents; the standards are held in the system per profession, and the option is configurable per profession and application type	D
REC-2.1-015	All recognition application types supported as configurable routes: the traditional route, Commonly Aligned Standards, European Professional Card, and the new Test of Professional Competence route, with route specific steps, documents and fees	M

Ref.	Requirement	M/D
REC-2.1-016	Applicant document uploads and portal message responses automatically generate tasks in the assigned officer's work queue with the application reference, replacing the daily manual monitoring of the shared application documents mailbox and Registration inbox; unactioned tasks escalate after a configurable period	M

Application File Build and Assignment

Ref.	Requirement	M/D
REC-2.2-001	Automated application file compilation: on demand generation of a structured, ordered, bookmarked pack of all approved documents plus the summary report and record of assessment, following the CORU numbering structure, replacing the manual download, rename, merge and re upload process (currently around one hour per application and fifty five applications per board)	D
REC-2.2-002	Select all and bulk download of application documents, and drag and drop upload, available throughout the staff portal, within the central document repository per case (DMS-001)	D
REC-2.2-006	Staff assign one practitioner and one educator assessor to each application, from assessor records holding each assessor's profession, assessor type and contact details; assessor access is scoped to assigned applications only, with personal information minimised (no address or contact details), revoked automatically when the assessment concludes, and all access logged	M
REC-2.2-007	Each assessor declares any personal, professional or educational connection to the applicant before accessing application content; a declared conflict returns the assignment for reallocation, and the declaration, including a nil declaration, is recorded on the application	D

Assessment and Assessor Queries

Ref.	Requirement	M/D
REC-2.3-001	Record of assessment generated from the standards of proficiency held in the system for the applicant's profession and application type; assessors mark each standard as demonstrated or not demonstrated with comments, select any deficits from the standards rather than typing them, and cannot submit until required fields are complete; deficits are reportable by profession and period	M
REC-2.3-002	Assessor query management: assessor clarification requests routed through the executive to the applicant with a structured shopping list of required items, response tracking, applicant deadline management (one to two week query window), and automatic notification to assessors when responses arrive	M
REC-2.3-003	Dual assessor sign off required to complete an assessment; on the second sign off the executive team is automatically notified that the assessment is complete	M
REC-2.3-004	A compensation measure recommendation cannot be finalised unless the record shows the applicant was given the opportunity to provide the missing information, enforcing the fairness safeguard that has materially increased recognition rates	M
REC-2.3-005	Assessment progress tracked in system per assignment and exportable as a report, replacing the applications at assessment log spreadsheet: board deadline, date sent to assessors, two week deadline, educator and practitioner assessor, assessor query raised and due date, further information sent to assessors, date returned from assessment, date the record of assessment was checked, and comments, with visibility of outstanding assessments per assessor and per profession	M
REC-2.3-006	Assessor further information requests are tracked with a configurable response window (currently one to two weeks): the request to the applicant is issued from a template, an automatic reminder is sent before expiry, and on expiry without response the assessors are automatically notified to complete the assessment on the available information, replacing manual officer tracking	D

Board Pack and Decisions

Ref.	Requirement	M/D
REC-2.4-001	Board pack documents for each meeting gathered from the application records (application files, summary reports, records of assessment and assessor queries) and available to download together, with quality assurance sign offs recorded	M

Ref.	Requirement	M/D
REC-2.4-004	Decision recording against defined fields: initial and final decision, decision date, decision route (registrar, registration board meeting or written decision) and decision values including recognised, Recognised CAS (FSQ), Recognised Q+, compensation measure, refused, not eligible, recognised after compensation measure, recognised after appeal and not recognised, with second attempt logic so a first compensation measure failure leaves the final decision open and a second failure records not recognised; the value list is configurable	M
REC-2.4-005	Decision letters generated from user maintainable templates using data mapping (placeholders resolved from named data fields, with profession auto populated), issued to the applicant through the portal and recorded on the case	M
REC-2.4-007	Record of assessment review tracker: management review of every record of assessment before it goes to a registration board, with review status and reviewer recorded (replacing the record of assessment review tracker spreadsheet)	M
REC-2.4-008	Board pack cover page generated from a single CORU template, filled in automatically with the applications for the meeting grouped by type (for example recognised, compensation measure, period of adaptation, aptitude test results and eligibility); staff then merge the application files into the pack	D
REC-2.4-011	When an application is recognised, the system notifies the Registration team, or places the recognised applicant in a Registration queue or status view, so the registration application can proceed using the recognised decision held on the person record (REG-1.2-026)	M

Compensation Measures

Ref.	Requirement	M/D
REC-2.5-001	Compensation measure choice captured from the applicant (aptitude test or period of adaptation) with switching permitted between attempts and a maximum of two attempts before a not recognised decision is recorded; every attempt (test taken, dates and outcome) is retained and auditable	M
REC-2.5-003	Structured deficit capture per applicant from the record of assessment, with an exportable deficit list per applicant or per test cohort for transmission to test providers, replacing the aptitude test spreadsheets	D
REC-2.5-005	Period of adaptation workflow: placement proposal and supervisor details captured, board approval before commencement, the three report milestones (initial meeting, interim, final) tracked with reminders, supervisor sign off recorded, and final board approval leading to recognition	M
REC-2.5-007	Compensation measure case tracking in the system (replacing the aptitude test spreadsheet): deficit reference, compensation measure recommendation, invoice and payment status, first and second attempt dates and outcomes, and current position in the two attempt limit, filterable per profession and test cohort, with whether the test is delivered in house or by an external provider configurable per profession	M
REC-2.5-008	Period of adaptation assessment: once the supervisor reports are received, the executive sends them to one of the application's original assessors, who reviews them, completes a record of assessment and makes a recommendation; the record of assessment, the supervisor reports and the original application file are then compiled for the board's final decision	M

Aligned Standards and Competence Test Routes

Ref.	Requirement	M/D
REC-2.6-001	Commonly Aligned Standards route with a reduced document set (identity, competent authority verification, eligibility), configurable per regulator, country and profession combination (United Kingdom regulators for aligned professions, podiatrists from Spain and Malta, dietitians from Malta, physiotherapists from Australia and New Zealand), maintainable by CORU as agreements change	M
REC-2.6-003	Test of Professional Competence route configurable per profession (currently planned for medical scientists, physiotherapists, radiographers, radiation therapists, optometrists and dietitians, recently approved) with its reduced evidence set and outsourced test model	M

Ref.	Requirement	M/D
REC-2.6-004	European Professional Card applications (currently physiotherapists only) received through the European Union system (IMI) contain the core recognition details only: Recognition staff create the account and application record manually, the record is categorised as a European Professional Card application for reporting and tracking, and the applicant is prompted to log in and complete a shorter registration only application, including the registration questions and payment, while processing continues; the standard application numbering applies, and status, decisions and refusals are reflected on the person record	M

Refunds, Transfers and Closures

Ref.	Requirement	M/D
REC-2.7-001	Withdrawal and refunds: an applicant asks to withdraw by sending a message through the application portal; the executive sets the status to Withdrawn and makes the digital refund form available to the applicant (REG-1.6-001), and recognition refunds (withdrawal or ineligibility) then follow the shared end to end refund workflow. Refunds of payments made before the current system are processed manually outside the system, as no evidence of them is held in it; the refund outcome is recorded against the application	M
REC-2.7-002	Closure policy automation: automatic identification of applicants with no portal engagement for six months or more (based on portal activity timestamps), generation of the closure warning with a thirty day response window, automatic closure with the no refund rule applied on expiry, and an exportable closure list, replacing the current closure spreadsheet	D

4.3 CPD audit

CPD Audit Selection

Ref.	Requirement	M/D
CPD-3.1-001	Audit setup per register: audit type (for example twelve or twenty four months), audit period dates and selection percentage configurable per register and audit cycle; the number selected is calculated on the total register size when the audit starts, with only registrants on the register for the full audit period eligible to be drawn	M
CPD-3.1-002	Automatic inclusion in the next audit of that profession of registrants granted a deferral in the previous audit, and of registrants recorded as non compliant or non engaged (the deferral tracking covers every registrant who did not complete an audit, not deferrals alone), in addition to the random selection	M
CPD-3.1-003	Duplicate detection within selection: the same registrant is never selected twice in one audit of a register; each register's selection pool is treated separately, so a registrant on two registers remains selectable in simultaneous audits of both	M
CPD-3.1-004	Audit notification automatically issued to selected registrants with a configurable submission deadline (currently thirty working days) calculated and displayed; the deadline honours revised submission dates for refused deferrals	M
CPD-3.1-005	Audit reminder cadence issued automatically at configured points in the submission window (the current practice: notification at selection, a reminder at ten working days and an overdue reminder three to four working days after the submission deadline), with the cadence fully configurable per audit and never locked to fixed weeks or dates	M
CPD-3.1-006	Each registrant selected for an audit can be assigned to a named EQA officer, individually or in bulk, with reassignment by managers; the assigned officer sees their registrants, re access requests and outcomes in their own work queue	M

CPD Record Submission

Ref.	Requirement	M/D
CPD-3.2-001	Continuing professional development records are maintained by registrants outside the system (in their professional body records or their own journal): the system provides no year round record upload; the CORU record keeping guidance document is signposted within the portal and maintainable by CORU as it changes, and records are entered into the system only when the registrant is selected for audit	M

Ref.	Requirement	M/D
CPD-3.2-002	Structured continuing professional development record aligned to the CORU record template fields, with year one and year two clearly separated and reviews and plans visually aligned to the periods they cover	M
CPD-3.2-003	Submission usability: auto save, ability to review the entire submission in one view before submitting, preservation of formatting (bullet points and paragraphs), adequately sized text fields, records addable and reorderable anywhere in the list, minimal scrolling, and clearly differentiated action labels	M
CPD-3.2-004	Credit values including partial credits (for example zero point five) save reliably and never reset to zero; totals are calculated automatically against the thirty credit requirement with no upper cap, so registrants may enter more than thirty credits and the executive review considers the submission holistically	M
CPD-3.2-005	Date fields use date pickers with validation; entry order is preserved when records are modified and records display in date order by default; staff can sort and filter registrants' records (for example by date or entry order) so amended records do not jump unpredictably to the top of the list	D
CPD-3.2-006	Registrants can download a complete copy of their submitted audit record. Following submission, registrants cannot review or amend any field without first requesting re access; the officer assigned to the registrant grants re access. The original deadline stands unless the amendment is requested too close to the deadline to be completed in time, in which case the assigned officer can extend it, and the registrant is notified of any extension	M
CPD-3.2-007	Document upload is not permitted for continuing professional development submissions: no attachment facility exists on the record or in the messaging channel, consistent with published CORU guidance; CORU does not accept or facilitate the submission of any supporting documentation or evidence in relation to continuing professional development submissions, including where a claimed activity is queried or challenged	M
CPD-3.2-008	The continuing professional development portal meets accessibility standards with particular attention to users with dyslexia and limited digital skills, and account lockout behaviour follows the configured attempt threshold (never a single attempt)	M

Deferral Management

Ref.	Requirement	M/D
CPD-3.3-001	Deferral request submission with structured reason categories per the audit policy (statutory leave, career break, certified serious illness, illness or death of a close family member, voluntary removal), with multiple reasons selectable per request and an Other option that first prompts the registrant to confirm the reason is not covered by the listed categories before free text entry; supporting evidence is not required	M
CPD-3.3-002	Deferral workflow tracking every action and date: deferral submitted, reviewed, executive recommendation, registrar review of recommended refusals, approved or refused decision, and notification date, replacing the deferral tracker spreadsheet	M
CPD-3.3-003	Revised submission dates automatically calculated and applied following a deferral refusal (configurable period, currently expressed in working days), with those registrants excluded from standard overdue notifications, and executive discretion to extend an individual registrant's deadline with the reason and revised date recorded	M
CPD-3.3-005	Deferral escalation: the reviewing executive can escalate any deferral request (first time or repeat) where compliance with the Code of Professional Conduct and Ethics is in question; escalation routes to the registrar first, with the registration board notified and any decision of non compliance or non engagement taken by the board through a Category A paper for decision (CPD-3.5-001) following the registrar meeting, and the escalation decision, dates and outcomes recorded in the audit trail	M

Audit Review and Outcomes

Ref.	Requirement	M/D
CPD-3.4-001	Executive assessment of each submitted record captured in the system against the two review elements (new or enhanced learning, and impact on practice, within the audit period dates); the four template headings (thirty credits of new or enhanced learning, evaluation and reflection, review of learning needs, planned learning activities) structure the registrant's write up rather than the executive review; outcomes recorded per submission include compliant, non compliant, ineligible for audit and voluntary removal	M
CPD-3.4-002	Non compliance flags carried onto the registrant record and surfaced automatically at renewal with automated non compliance notifications	M
CPD-3.4-003	Passed due date notifications issue only to registrants whose audit due date is in the past; registrants with future or revised due dates are never included	M
CPD-3.4-004	Audit case management filtering through eight configurable filters (indicative set: new, in progress, submitted, deferral requested, deferral approved, deferral refused with submission required, ineligible, voluntary removal), with the filter definitions and the demarcation between audit status and submission status agreed with the team at design stage, and registrant submission dates displayed to support prioritisation	M
CPD-3.4-005	Compliance tracking within the single audit case management view (replacing the compliancy tracker and deferral tracker spreadsheets): statuses selected, submitted, compliant, non compliant, deferred, removed, ineligible and outstanding with drill down to individual records; scheduled status updates so a decided outcome can be applied and notified at a future date (the record displays as pending until the scheduled date, protecting review pacing); and cross audit visibility so previous audit outcomes and future audit inclusions remain trackable after an audit is deleted	M
CPD-3.4-006	Audit deletion and retention workflow (replacing the deletion tracker spreadsheet): after the board's final decision closes the audit, a configurable retention countdown (currently thirty plus one working days) applies, then audit records are soft deleted to a searchable recycle bin where deleted items are findable by registrant name or document name, then permanently deleted after a further configurable period (currently thirty plus one working days); deletion cascades reliably across every selected registrant's learning activities without depending on manually entered decision dates, executive notes are retained and never deleted with the audit, deletion can be paused where matters remain outstanding, and every deletion is logged with sign off by the deleting officer	M
CPD-3.4-007	Board outcome letters: following the board’s decision on non compliance or non engagement, the registrant is informed by a letter generated from a template on CORU letterhead, issued electronically and, where required, by registered post, with the dispatch date and registered post reference recorded on the case	M

CPD Reporting

Ref.	Requirement	M/D
CPD-3.5-001	Registration board paper data pack automatically generated per audit close following the board cover paper template: selection numbers with breakdown, deferral requests with reasons and outcomes, and the compliance summary. Where every audited registrant is compliant the paper is a Category C paper for noting; where any registrant is found non compliant or non engaging, a separate Category A paper is prepared giving the board the context and information for discussion and a formal decision on each case. The paper date is settable to the target board meeting (which can be months after audit close) and the templates are maintainable by CORU as styling and content requirements change; the templates are Word documents held in the system and populated automatically from the data	M
CPD-3.5-002	Continuing professional development dashboard across boards: audits in progress, submission rates, compliance rates, deferral volumes and trends over cycles	M

4.4 Appeals

Appeal Lodgement and Acknowledgement

Ref.	Requirement	M/D
APP-4.1-001	Appeals lodged through a digital appeal form in the portal, made available to the applicant on request after a decision or when they indicate they wish to appeal; staff can also create the appeal record on someone's behalf where needed; every appeal is captured as a case record holding the full appeal form data set (appellant details, CORU application or registration number, the decision appealed, registration board, date the decision letter was received, representative details, oral hearing preference, interpreter requirement and language, grounds of appeal and supporting documents), with its own appeal reference number, separate from the originating application or registration reference	M
APP-4.1-002	The thirty day validity window is automatically computed from the date of receipt of the decision letter for all appealable decision types, counted from the day after receipt with bank and public holidays taken into account and the computation rules configurable to match the legislation; out of time appeals are flagged for a validity decision taken by an authorised user (never by automated decision alone, consistent with Article 22 of the General Data Protection Regulation), with capacity to admit an out of time appeal in the interest of justice on evidenced grounds (for example medical or force majeure events) and the decision, the decision maker and confirmation that the decision maker has no conflict of interest recorded	M
APP-4.1-003	Appeal fee (currently two hundred and fifty euro) payable through the portal payment gateway, including by a payment link sent to the appellant where staff create the record on their behalf; an authorised fee waiver can be recorded where granted, with the reason	M
APP-4.1-004	Acknowledgement letter automatically generated and issued on valid lodgement, and an invalid or out of time letter generated where the appeal fails validity, from user maintainable templates; no invalid or out of time letter issues without the recorded validity decision of an authorised user	M
APP-4.1-005	Representative management: where the appellant elects a representative, the representative's details and type are captured (solicitor, barrister, trade union representative, or a support person such as a McKenzie friend) and the correspondence address is updated so correspondence goes to the representative, with the election recorded and changeable	M
APP-4.1-006	Failure to act appeals: an applicant can lodge an appeal where a registration board has not acknowledged or decided a recognition application within the statutory periods. The appeal can be opened when the applicant tells Recognition or Registration that they wish to make one, without a decision letter; because the right arises from a continuing failure, the system does not compute a deadline for these appeals, and validity is decided by an authorised person. Before the appeal proceeds, the Appeals Unit can record contact with the relevant business line and, where the matter is resolved, close the request without a formal appeal; the digital appeal form is made available to the applicant on request (APP-4.1-001)	M

Case Preparation and Record Transfer

Ref.	Requirement	M/D
APP-4.2-001	On lodgement, the relevant originating record set (application file, record of assessment, board or registrar decision, decision letter, and connected correspondence that informed the decision, including messages, emails, records of telephone calls, ancillary notes and reports) transfers automatically and in a structured format from the applicant or registrant record in the Registration or Recognition module to the appeal case through a controlled internal interface, removing manual file requests, downloads and re keying and the associated risk of human error; defined categories of Personal Data unnecessary for the appeal are identified for redaction under APP-4.5-008 (for example passport, Personal Public Service, national identity, driving licence and bank account numbers, security credentials, special category data under Article 9 of the General Data Protection Regulation, and any data that could place a person at risk)	M
APP-4.2-002	The record transfer is one way and fully logged; originating business line users gain no visibility of appeal case content, and appeal case material is never written back into the originating record; the appeal outcome is reflected on the applicant record as a status only (APP-4.5-003)	M
APP-4.2-003	Case preparation checklist: received documents tracked, missing material requested from the appellant, from the Registration or Recognition teams acting on behalf of the registration board, or from third party record holders (with manual recording and processing supported where material arrives outside the system), with request and response dates recorded	M

Ref.	Requirement	M/D
APP-4.2-004	Legal pack compiled on demand from the case documents in the defined structure and order, replacing manual assembly, with pagination and redaction before issue (APP-4.5-008); the appeal file can be shared securely with hearing attendees through CORU's document sharing platform	D
APP-4.2-006	Expert report fields on the appeal case: the expert commissioned, date requested, date received, date shared with the appellant, the fourteen day response deadline and the appellant's response	M

Committee Consideration and Hearings

Ref.	Requirement	M/D
APP-4.3-001	Paper based consideration first: Appeals Committee members review the case papers in a secure space and complete a form to record queries and their outcome, in the same way assessors record queries and outcomes; queries go to the Appeals Unit, who respond or pass them to the appellant or another team, with every query and response recorded on the case; committee members declare any conflict of interest before accessing the papers; at the paper stage the committee may allow the appeal, give directions (including referral back to the registration board for reconsideration) or direct an oral hearing, and cannot uphold the registration board decision at that stage	M
APP-4.3-003	Committee members can add private notes to the case papers while reviewing them, using the same functionality as assessors use to complete their documents; notes are held in the workspace and excluded from the case record unless explicitly shared	D
APP-4.3-007	Adjournment and postponement fields on the appeal case: the reason, who requested it, the revised date and any change to arrangements (such as attendance by video link), with updated notices issued to participants from a template (APP-4.4-002)	M

Decisions, Outcomes and Communication

Ref.	Requirement	M/D
APP-4.4-001	Appeal outcomes recorded against defined fields: allow the appeal (registration board decision cancelled as not properly made), refuse the appeal (available following an oral hearing), or refer back to the registration board for reconsideration, with decision dates and committee composition; the grounds for each outcome are captured through configurable multi select reason fields with an Other free text option (a complete scripted list of reasons is not legally possible), supporting outcome analytics. The outcome is reflected on the applicant record (APP-4.5-003), and outcome wording is aligned with the revised appeals procedure once published	M
APP-4.4-002	Template letters generated at every stage (acknowledgement, invalid or out of time, hearing notice, outcome) using data mapping, issued by email or portal and recorded on the case	M
APP-4.4-003	On an allowed appeal, once the Chief Executive Officer's sign off is recorded, a notification goes to the application record in Registration or Recognition so the case can continue or close, without exposing appeal content; the outcome letter issues from a template to the appellant or their nominated representative (APP-4.4-002, APP-4.1-005)	M
APP-4.4-004	Where the committee refers a case back for reconsideration, the referral, the material to be reconsidered and the next board date are tracked with the subsequent board outcome linked to the appeal case, the relevant Recognition or Registration team notified, and the referral recorded on the application record	D

Access Isolation and Legal Integration

Ref.	Requirement	M/D
APP-4.5-001	Appeals operates as an isolated module or partition within the Registrant Management System: appeal cases, documents, correspondence, hearing records and reports are visible only to appeals roles and authorised legal personnel, with no default visibility for any other business line, reflecting the legal sensitivity of appeal material; isolation operates in both directions, so appeals roles gain no default access to Registration or Recognition case content, and document access within the appeals space is audited (GOV-001)	M

Ref.	Requirement	M/D
APP-4.5-002	Dedicated appeals roles: Appeals Officer (case management), Appeals Manager (oversight and assignment), Appeals Committee Member (read only access to papers for assigned cases) and Legal Adviser (scoped access), assigned through role based access control, reviewed periodically, with every assignment and access event logged; external participants such as committee members and legal assessors receive view only access to the case file, granted case by case and time limited	M
APP-4.5-003	Registration and Recognition users see only a minimal status indicator (appeal open or appeal closed with outcome type where required for their process) on the underlying person record, with no access to appeal case content	M
APP-4.5-005	Appeal records carry a heightened data classification: exports restricted to authorised appeals roles, hard deletion requires dual authorisation, and retention rules applied per the records policy	M
APP-4.5-006	High Court escalation fields on the appeal case: where an appeal decision is appealed to the High Court, or a case otherwise goes to legal proceedings, the escalation, its status, key dates and related correspondence are recorded on the case	D
APP-4.5-008	In system document redaction and editing: authorised appeals roles can redact or edit defined areas of a document that hold information irrelevant to the appeal (for example a passport number) before the document is shared or included in a pack, with the original document preserved unaltered, the redacted version stored as a controlled copy, and a full audit log of every redaction and edit recording who made it, when and which area of the document was affected	D
APP-4.5-009	Appeals staff can place a flag on a person record to alert the relevant business line to an appeal development affecting a live application or renewal, without revealing any appeal content, similar to the open complaint indicator; business lines can flag relevant developments to Appeals in the same way; each flag is logged	D

Appeals Reporting

Ref.	Requirement	M/D
APP-4.6-001	Appeals statistics and reporting generated from case data (replacing the current standalone spreadsheet): appeal volumes, decision types appealed, outcomes, processing timeframes and hearing formats, with configurable report layouts restricted to appeals roles and outputs linkable to the key performance indicator set	M

4.5 Fitness to Practise

Complaint Record

Ref.	Requirement	M/D
FTP-5.1-001	Authorised Fitness to Practise staff open a complaint record in the system for each complaint received, and each record is given a complaint number in sequential order continuing from the last migrated complaint number (for example, migrated records to 501 and new complaints from 502); complaint numbers cannot be reused, and editing of a complaint number is restricted to authorised roles with every change logged	M
FTP-5.1-002	Core data set: The complaint record captures the complaint number; complainant name, category and contact details; nature of complaint; date and format submitted; respondent registrant details linked to the registrant record (one respondent registrant per complaint record); legal representatives for either party; current status; and a free text summary; statuses and outcomes are selected from configurable drop down lists, including the journey after referral to Inquiry	M
FTP-5.1-003	Status tracking: Fitness to Practise staff, including Inquiries Executive Officers and Higher Executive Officers, update a complaint's status as it progresses through screening, inquiry, any sanction and closure. A free text field directly below the status records circumstances that the set status values cannot capture, and a free text note records progress or outcome.	M
FTP-5.1-004	Complaint records hold summary information only, with no document upload, bundle preparation or case management; the detailed case file and documents remain in CORU's legal case management system	M

Ref.	Requirement	M/D
FTP-5.1-005	Complaint details are subject to role based access so that Registration and other users see the open complaint indicator only and never complaint specifics, and a complaint can be locked, carrying forward the capability in the current system: complaint records visible only to Fitness to Practise roles and authorised legal team users, and which roles can lock a complaint	M
FTP-5.1-006	All complaint records, migrated and new, are reportable through a report template: volumes by category, status and profession, open complaint ageing, closures by outcome, and a list of all registrants with open complaints, restricted to Fitness to Practise roles	M

Registrant Record Indicator and Registration Controls

Ref.	Requirement	M/D
FTP-5.2-001	An open complaint indicator shows on the linked registrant record from the point a complaint is opened and remains until the complaint is closed, carrying no complaint detail other than the complaint number, which is visible to authorised Fitness to Practise roles only; the indicator is set and cleared from the complaint status, with clearing behaviour configurable by stage: automatic clearing at the Preliminary Proceedings Committee stage, and manual removal by the Inquiries team at the inquiries stage, which also prompts them to upload any internal notes. Inquiries Executive Officers and Higher Executive Officers can add and remove the indicator manually, including for registrants subject to more than one complaint, and where a registrant has more than one open complaint it clears only when all are closed	M
FTP-5.2-002	While the indicator is set, a highly visible banner shows on the staff view of the registrant record at first interaction (on searching for or opening the record) so it is not missed, stating that a complaint is open and to contact Fitness to Practise for further details: the banner cannot be dismissed or hidden	M
FTP-5.2-003	All Registration staff see the indicator, and it is not shown to the registrant, whom Fitness to Practise staff engage directly on any complaint: visibility for other business lines configurable by role, and the indicator excluded from the registrant portal, correspondence and certificates	M
FTP-5.2-004	A registrant with an open complaint cannot be voluntarily removed from the register until the complaint has concluded: the removal request is held automatically and cannot proceed to Registrar sign off or be effected while the indicator is set, and the registrant sees a message asking them to contact CORU directly, with the email address	M
FTP-5.2-005	An open complaint also prevents removal for non payment until the complaint has concluded: registrants with the indicator set are excluded from individual and bulk removal for non payment, highlighted in reports and listed on an exception report for Registration, and removal is blocked if attempted in error	M
FTP-5.2-006	No user, including Fitness to Practise staff, can permit or effect the removal of a registrant while a linked complaint remains open; removal can proceed only once the complaint has concluded and the indicator has cleared	M
FTP-5.2-007	The indicator, and any Fitness to Practise monitoring data on the person record such as conditions or undertakings recorded as controlled outcome text, are visible to staff processing a restoration application, with a prompt to the processing officer before a restoration decision is recorded; both Registration and Fitness to Practise are notified	M
FTP-5.2-008	No indicator prompt or hold is required in the renewal workflow	M
FTP-5.2-010	Complaint activity is available from an audit trail and is reportable: every complaint record change, status update, indicator change, blocked removal and complaint check (individual or bulk) logged with user, timestamp and before and after values	M
FTP-5.2-011	Where a registration is cancelled, or a registrant leaves the register (including by voluntary removal), while conditions, undertakings or other Fitness to Practise requirements remain outstanding, the person record stays visible to authorised staff with its current status (for example voluntary removal) and those outstanding requirements shown until Fitness to Practise records that all have been satisfied; the record carries controlled outcome text only and no case detail. None of this information appears on the public register: once a person is no longer registered, their details are removed from the public register	M

Public Register Notices

Ref.	Requirement	M/D
FTP-5.3-001	Public register notices are held on the registrant record, not in the complaint record, to avoid erroneous publication, and are created, amended and withdrawn by authorised Inquiries Executive Officers and Higher Executive Officers and by the legal team; each notice holds a commencement date, an optional expiry date (FTP-5.3-007), free text wording and attachments (for example a set of conditions), and a registrant record can hold more than one notice (FTP-5.3-006)	M
FTP-5.3-002	The public register shows nothing about complaints or open matters unless a public notice has been instructed; where a live notice exists the Fitness to Practise column shows it, and opening the registrant's entry displays the wording, dates and attachments	M
FTP-5.3-003	A notice is removed from public view automatically on its expiry date: a notice goes live automatically on its commencement date, with the public register updated in real time	M
FTP-5.3-004	Before a notice is published or amended, a preview shows exactly how it will appear on the public register, and the person who published it and the date are recorded	M
FTP-5.3-005	a live notice can be withdrawn before expiry with immediate effect, or amended subject to the approval in FTP-5.3-004, in each case with a mandatory reason, and every version and each publication, withdrawal and expiry event is retained internally	M
FTP-5.3-006	A registrant who is the subject of more than one complaint can hold a separate public register notice for each complaint, each with its own wording, dates and attachments, so that complaints concluding with different outcomes are shown accurately; each notice is linked internally to its complaint number (never published), is published, amended, withdrawn and expires independently, and the public register entry shows every live notice	M
FTP-5.3-007	A public register notice is independent of the status of the complaint it arises from: closing a complaint does not remove or alter its notice, and a notice can be set with no expiry date (for example an undertaking with no specified end date), in which case it remains live on the public register for the duration of the person’s registration until withdrawn under FTP-5.3-005	M
FTP-5.3-008	Publication or amendment of a notice can require approval by an authorised Fitness to Practise manager who did not prepare the notice, with the approver and approval date recorded	D

Migration and Scope Boundary

Ref.	Requirement	M/D
FTP-5.4-001	All existing complaint records in the current system (approximately five hundred), including closed complaints, their status history, open indicators and live public register notices, migrate to the Registrant Management System, and new complaint numbering continues from the last migrated number	M
FTP-5.4-002	Indicators for every complaint open at cutover migrate to the correct registrant records: live public register notices migrate with their dates, wording and attachments, and migrated indicators and notices are reconciled and signed off by Fitness to Practise before Go-Live	M

4.6 Cross cutting requirements

Case management

Ref.	Requirement	M/D
CM-001	Unified person record: a single profile per person linking applications, qualifications, registrations, renewals, continuing professional development, payments and correspondence; related entities must be queryable together in reporting (for example registration number alongside qualification); employment data is held once and shared across application and registrant records; staff can identify and merge duplicate person records	M
CM-002	Case management lists across every module support filtering on any field, saved views, multi column sorting, and select all, defined at design stage with CORU; this applies to all application, registrant, audit and case lists	M
CM-003	Bulk actions with appropriate permission: bulk status changes on selected records, bulk approvals with mandatory review confirmation, bulk letter generation, and controlled file import (for example comma separated values) for bulk updates with validation and rollback	M

Ref.	Requirement	M/D
CM-004	Personal caseload dashboard per officer: my assigned applications by stage, my outstanding document requests and which have been returned, my messages, and my approaching deadlines, replacing personal tracking spreadsheets; managers and authorised users can view and reassign a colleague's caseload through a team view so that nothing is overlooked during annual leave, absence or staff changes	M
CM-005	Work queues show who requested each item: returned documents and messages appear in a queue for the requesting officer, with team views for triage; staff can add internal notes to any case and send internal messages or tasks to a colleague or team linked to the case, none of which are visible to the applicant or registrant	M
CM-006	Workflow statuses and stages configurable per process by CORU super users, including the mapping of internal statuses to applicant facing stage labels	M
CM-007	Workflow milestone dates (submitted, application complete, decision, registration complete and equivalents in each module) captured automatically by the workflow engine and available to reporting, removing manually maintained date fields	D
CM-008	Cross business line working: tasks and cases can be assigned across teams with shared work queues, and first verification is routed by application type: Recognition carries out first verification of recognition applications outside the Commonly Aligned Standards route, and Registration carries out first verification of Commonly Aligned Standards recognition applications and of Section 38 Irish graduate, Section 38 Historical Qualification (social care) and Section 91 existing practitioner registration applications. External partner staff operate under scoped named accounts, and statuses and terminology are harmonised across teams so the same concept carries the same name everywhere	M

Forms and templates

Ref.	Requirement	M/D
FRM-001	Dynamic form builder for CORU super users: create and amend forms with routed conditional questions, mandatory and non mandatory flags, minimum and maximum character counts on free text fields, date validation rules (for example a maximum age for a witnessed declaration), drop down list management, guidance text and information prompts, without vendor change requests	M
FRM-002	Letter, email and document template management maintainable by trained CORU users, with placeholders resolved through data mapping to named fields (never manual re typing of data such as profession), template testing, and bulk generation for filtered cohorts	M
FRM-003	Version control on forms and templates: changes attributed and dated, with prior versions retained	D
FRM-004	Individual applicant components are available as digital forms in the portal for the applicant to complete and submit, linked to their application or registration record, including proof of language, period of adaptation forms (placement proposal, supervisor details and the initial, interim and final reports, with supervisors able to complete their sections through a secure link without needing a system account) and return to practice submissions; each form is made available when the component is required, built and maintained by CORU using the form builder (FRM-001), and its submission and review status is tracked on the record	D

Notifications and communications

Ref.	Requirement	M/D
NOT-001	All email communications are sent from a CORU domain (never a supplier domain) with deliverability management, bounce and delivery tracking, open tracking where lawful, and a full delivery log with failed delivery alerting; CORU IT has visibility and administration of the outbound sending service, correcting the current arrangement where mail is relayed through a supplier service that CORU cannot see into, and integration with the CORU Microsoft three six five tenancy is preferred where feasible	D
NOT-002	Bulk and ad hoc communications to any cohort selected through case management filters, including renewal cohorts, at the scale of the full register (approximately 44,000 registrants rising to about 60,000), with scheduling, template selection, per recipient personalisation, and delivery and bounce tracking; this may be delivered natively or through an integrated email service	M
NOT-003	A notification area in the portal for applicants and registrants, with email alerts that don’t contain the detail and link directly to the message in the portal	M

Ref.	Requirement	M/D
NOT-004	Automated notifications at configurable workflow milestones across all modules (submission confirmations with reference numbers, stage changes, decisions, deadlines approaching), with templates and triggers maintainable by CORU	M
NOT-005	Optional text message channel, delivered natively or through an integrated service, for time critical notifications such as renewal deadline reminders	D
NOT-006	Secure two way messaging between applicants or registrants and CORU through the portal: message threads linked to the relevant application or case and routed to the owning team, with a centralised team inbox alongside individual officer inboxes (access to another officer's messages controlled through role based access with every access logged), thread reassignment as a case moves between officers and teams (including outsourced partner staff) so the full chat history transfers with the case, filtering by unread status and by staff member, read and unread tracking on both sides (including visibility of whether the applicant or registrant has opened a message), staff dashboards of unread and ageing messages, configurable notification cadence per user (per message alert or daily digest, with the applicant name visible in the notification), message volume reporting (messages in and out per team and officer), and acknowledgement timers supporting the two working day acknowledgement standard; staff can insert reusable message templates maintained by CORU	M
NOT-007	Messaging attachment and formatting controls: applicant attachments in portal messaging are disabled by default and enabled only where the requesting officer creates a document upload space for the specific item (so documents always arrive through the correct upload spaces rather than message threads), with message signatures, fonts and formatting rules configurable by CORU	D

Document management

Ref.	Requirement	M/D
DMS-001	Central document repository per person and per case with select all download, bulk download, drag and drop upload, previews without download, side by side viewing of multiple documents at once (removing the single document view constraint), document type labelling so identically named uploads are distinguishable, and consistent behaviour across modules	D
DMS-002	Anti virus scanning on upload, and large file and large pack handling without manual compression or splitting (board packs and application files regularly contain very large document sets)	M
DMS-003	Document status (approved, invalid, superseded) and provenance metadata (uploader, source institution or domain, certification details) held against every document and visible to authorised reviewers, for documents uploaded through the workflows	M
DMS-004	Configurable retention rules per record and document type, aligned to the CORU retention schedule: the system flags records approaching or exceeding their threshold (for example applications in progress for more than seven years for review, and closed or withdrawn applications for more than seven years for potential deletion), supports permanent retention where legally required, and applies scheduled deletion or anonymisation with every disposal logged; this may be delivered in a later Implementation Phase	D

Payments and finance

Ref.	Requirement	M/D
FIN-001	Integrated payment gateway (provider at the tenderer's discretion) supporting major card schemes and digital wallets, with a reliable confirmation handshake: unconfirmed or orphaned payments are automatically detected, reconciled and alerted rather than silently lost	M
FIN-002	Refund processing within the system with a finance role: card refunds through the gateway within the permitted window, electronic funds transfer capture otherwise, status synchronisation to the requesting team and the applicant, and reconciliation against the original transaction	M
FIN-003	Invoice generation with portal payment links (for example aptitude test fees), payment status tracking and receipting	M
FIN-004	Finance role with scoped access and reporting: transactions, refunds and their statuses, and fee income by type and profession	M

Ref.	Requirement	M/D
FIN-005	Financial data export to the CORU finance system (currently Sage) by comma separated values or interface on a schedule, with a unique reconciliation reference carried on every transaction from the payment gateway through to the export so gateway settlements and bank statements reconcile without manual matching	D
FIN-006	Registrant portal fees and receipts area: all invoices listed with review and pay actions, downloadable receipts, and full payment history per person across applications, renewals, appeals and compensation measures; payment history from before migration is included only where migrated data allows	M

Integrations

Ref.	Requirement	M/D
INT-002	Identity document verification service interface (CORU's current service or an equivalent proposed by the tenderer): passport and identity document checks initiated from the verification checklist, with the check outcome and reference stored against the application, named individual staff accounts and no shared credentials	D
INT-004	Public register on the CORU website updated automatically in real time, as core system functionality, on registration, renewal, restoration, removal and status change events, with reconciliation logging	M
INT-007	Works with CORU's Microsoft 365 environment where needed, for example linking to documents stored in SharePoint	D
INT-008	Failures in any interface are detected, retried and alerted, with reconciliation reporting, so that no message, such as a payment confirmation, is ever lost without staff knowing	M
INT-009	CORU's data is accessible through documented, versioned, open standard interfaces (for example REST interfaces described with OpenAPI, or an equivalent open standard), supporting query, filtering and paging, so CORU can build future integrations and reporting without depending on the supplier	M

Reporting and dashboards

Ref.	Requirement	M/D
RPT-001	Role based reporting dashboards per business line (Registration, Recognition, CPD, Appeals and Fitness to Practise): each business line receives editable reports, including one off queries, that CORU can create and amend itself, alongside a benchmark report set consisting of thirty key performance indicators per business line, each calculated with up to four different inputs per report; all reports are filterable, drillable, exportable (comma separated values, JavaScript object notation, portable document format, spreadsheet) and schedulable, with role based access per report	M
RPT-002	Processing time analytics computed automatically from workflow timestamps (for example submitted to application complete, file complete to decision, submitted to registered) at individual and aggregate level, exportable, removing manual date collection and spreadsheet transformation	M
RPT-004	Business intelligence integration through standard connectors (open database connectivity, open data protocol, representational state transfer) supporting Power BI, with joined access across related entities	M
RPT-005	A complete, maintained data dictionary provided to CORU covering entities, fields, relationships and status values, with consistent naming between user facing labels and the underlying data fields (no divergent front end and back end terms such as membership versus other registration), kept current through releases and supporting reporting and Data Migration mapping	M
RPT-006	Statutory and service level clock monitoring across all modules (thirty day acknowledgement, four month decision, six month closure, renewal windows, appeal validity windows) with breach flags to assigned officers and escalation to managers, and historical data held in the system, including migrated data where available, for trend analysis	M
RPT-007	Register composition reporting (profession, division, route of entry, gender, age, geography where captured) supporting workforce planning requests and annual reporting	M

Ref.	Requirement	M/D
RPT-008	The key performance indicators and reports captured in the KPI and Reporting Catalogue sheet illustrate the benchmark report set and are in scope; the final benchmark reports (thirty key performance indicators per business line with up to four inputs each) and the editable reports are deliberately not fixed at procurement and will be co designed between CORU and the successful supplier during implementation, giving CORU flexibility on exact report definitions within the stated allowance	M

Governance and audit

Ref.	Requirement	M/D
GOV-001	Every create, update, delete and bulk export action logged in an immutable audit trail with user identity, timestamp (coordinated universal time), source address, action type, record affected, before and after values and outcome; key read access to sensitive records also logged	M
GOV-002	Audit logs searchable and exportable for regulatory inspection, accessible only to administrators, and including all login attempts	M
GOV-003	Role based access control on least privilege: defined roles per the role and permission matrix, documented and versioned, no direct user to permission assignments, sensitive data carrying additional restrictions, and periodic access reviews	M
GOV-004	All role assignments and changes logged in the audit trail	M
GOV-005	Full version history for documents and records: author, timestamp and change notes; only the current approved version active, with prior versions retained for audit (versioning of forms and templates is covered by FRM-003)	M
GOV-006	Permanently deleting a record requires approval by two authorised people, and every deletion is logged	M
GOV-007	Mandatory structured reason capture on all refusals, rejections, returns, overrides and out of process actions across every module, available for inclusion in decision letters and as structured data for reporting	M
GOV-011	Registrar permissions can be given to named senior managers acting as deputy, under their own accounts (no shared logins) and with effective dates, so decisions taken by a deputy are attributed to them in the audit trail	M

Portals and access

Ref.	Requirement	M/D
POR-001	A single registrant and applicant portal covering the whole lifecycle (recognition, registration, renewal, restoration, continuing professional development, appeals lodgement): one account and one login, with no journey requiring the person to move between separate portals	M
POR-002	CORU staff portal with role scoped views for clerical officers, executive officers, higher executive officers, managers, Heads of Department, the Registrar, education quality assurance staff, appeals staff, finance and system administrators, with configurable views per role or business line so users see the fields relevant to their work; Registration users can see the full Recognition record	M
POR-003	Assessor portal, or scoped assessor views, for recognition assessors: assigned applications, records of assessment, queries and their own profile details	M
POR-005	Isolated appeals workspace as a separate partition of the Solution with its own role set, satisfying the appeals isolation requirements	M
POR-006	Public register surface: read only, real time register listing on the CORU website updated automatically on register events	M
POR-007	One digital identity per person regardless of role count (for example a registrant who is also an assessor) with role scoped views under a single login, including restricted views where a role requires them (for example an assessor sees only the assessment view of an application); one account with different entry points for each portal	M
POR-008	Multi factor authentication available for all user accounts, and enforced for staff, administrators and other privileged users; login lockout and throttling per the configured policy	M
POR-009	Public facing portal pages and forms can be provided in English and Irish, natively or through an integrated translation service, in line with CORU's official languages obligations	D

Ref.	Requirement	M/D
POR-010	Self service credential recovery for all external users: password reset by verified email, account unlock, and multi factor authentication re enrolment with appropriate identity verification, removing the current staff mediated reset procedures; exceptions are handled through a staff account administration surface available to authorised staff in any business line, so a registrant is never delayed waiting for a particular team, with full audit of every reset and unlock	M
POR-011	Staff single sign on through the CORU Microsoft three six five tenancy (Entra identity directory): staff authentication is federated to the directory with multi factor authentication enforced, account provisioning and deprovisioning are driven by joiner and leaver events in the directory (no locally managed staff credentials and no manual account creation by departmental super users), and in application role assignment remains governed by the role based access model	D
POR-013	Secure review for Appeals Committee members and the Registrar: papers can be reviewed, and decisions recorded, through a secure browser portal on their own devices, with two factor authentication, view only access (no download, print or copy), access that can be time limited and revoked, and every access, view and decision logged	M

Compliance

Ref.	Requirement	M/D
CMP-001	Data Protection Officer oversight support: visibility of all Personal Data processing activities, records of processing, and the ability to report on any individual's Personal Data system wide in response to a data protection request	D
CMP-003	In the event of a Personal Data breach, the system helps CORU identify the records and individuals affected, using the audit trail, so CORU can meet its statutory notification timeframes	D
CMP-004	Subject access request support within the one calendar month statutory timeframe: the system can find and export all data held about a person, with identity verification before disclosure and response in a like for like medium (electronic requests answered electronically, ideally machine readable)	M
CMP-005	Access control policy enforcement: segregation of duties between access request and access authorisation, periodic review of access rights, and automatic revocation after a defined inactivity period	M
CMP-006	Configurable password and lockout policy: minimum length and complexity, throttling between attempts, lockout after a configurable number of unsuccessful attempts (never a single attempt), and self service reset that works reliably outside business hours	M

4.7 Technical requirements

Hosting, environments, migration and exit

Ref.	Requirement	M/D
TEC-001	Cloud hosted software as a service, with all hosting and data residency, including backups, within the European Economic Area and no data stored or transferred outside it, as set out in the Agreement	M
TEC-006	Data Migration from CORU's current registration system (a cloud software service whose data is held in a MongoDB database, expected to be approximately 4TB by early 2027) covering registration, recognition and continuing professional development records, Fitness to Practise complaint summary records (FTP-5.4-001), existing vetting records whatever the outcome of the current vetting policy review, existing watchlist records held outside the current system, statuses, notes, documents and audit relevant history, with mapping workshops, cleansing, trial migrations, reconciliation reporting and sign off; appeal case content is excluded from migration, with open appeal cases closed out under existing arrangements before cutover	M
TEC-008	Tiered user structure: end users, super users able to perform in house configuration (forms, templates, statuses, delegations, reference data) without vendor dependency, and administrators with full system control	M
TEC-011	Full export of all CORU data at any time and at the end of the Agreement, in open, documented formats, including documents and audit trails, without supplier involvement	M

Ref.	Requirement	M/D
TEC-012	Works correctly on all currently supported versions of Edge, Chrome, Firefox and Safari; pages, particularly payment pages, must not display incorrect fees or fail silently under common browser security restrictions, showing a clear message instead	M

4.8 Non functional requirements

Security

Ref.	Requirement	M/D
NFR-019	All data encrypted in transit using TLS 1.2 or higher, with older versions disabled	M
NFR-020	All stored data, including backups, encrypted at rest using AES 256 or equivalent	M
NFR-021	Applicants and registrants can log in using public sector identity services such as MyGovID	D
NFR-023	Independent penetration testing before Go-Live, after major releases and annually thereafter, with CORU able to commission its own independent testing; critical findings remediated within seven days and high findings within thirty days, results reported to programme governance	M
NFR-029	Supply chain security: third party suppliers and sub processors risk assessed before onboarding; contracts include twenty four hour incident notification, right to audit, and a minimum security baseline	M

Data protection

Ref.	Requirement	M/D
NFR-030	The system can record the legal basis for holding each category of Personal Data (for example statutory functions, or special category conditions for health declarations and vetting disclosures), visible to the Data Protection Officer	D
NFR-032	Data minimisation by design: only fields necessary for the stated purpose may be collected, technically enforced rather than policy discouraged (for example assessors never see applicant contact details)	M
NFR-033	Data subject rights fulfilment within statutory timescales: subject access within one calendar month, right to erasure, restriction and portability in open machine readable formats, and the ability to report on an individual's Personal Data system wide	D
NFR-037	Privacy notice acknowledgement: a simple timestamped acknowledgement (for example a tick box) that the applicant or registrant has read the privacy notice, recorded with the notice version; any consents CORU does rely on (for example watchlist validation) are captured with timestamps and can be withdrawn straightforwardly	M

Data management

Ref.	Requirement	M/D
NFR-040	Data classification framework: all data assets classified (official, sensitive, restricted, personal), with classification driving access controls, encryption, retention and open data eligibility; appeals, vetting and fitness to practise related data carry heightened classification	D
NFR-045	Data lineage and provenance tracking: where each data item originated, how it was transformed, and where it has been shared or exported	D
NFR-048	Business intelligence integration through standard connectors (open database connectivity, java database connectivity, open data protocol, representational state transfer) with no proprietary middleware	D
NFR-049	The system can notify other systems automatically when records change (for example through webhooks), so future integrations receive updates immediately without repeatedly checking	D

Open data

Ref.	Requirement	M/D
NFR-051	Creative Commons attribution licensing supported for open datasets in line with the open data regulations (Statutory Instrument three hundred and seventy six of two thousand and twenty one)	D
NFR-052	Open machine readable formats (comma separated values, JavaScript object notation, extensible markup language) with no proprietary software requirement for published data	D

Disaster recovery

Ref.	Requirement	M/D
NFR-062	Monthly restore testing for incremental backups, quarterly for full restores, and an annual full disaster recovery drill documented and reported to governance	M
NFR-063	High availability architecture (active active or active passive) with no single points of failure in production and regularly tested automated failover	M

Secure development

Ref.	Requirement	M/D
NFR-067	Open Web Application Security Project application security verification standard level two compliance for web facing components, and level three for components handling privileged operations or sensitive Personal Data, evidenced through documented security testing	M
NFR-070	Server side input validation, output encoding to prevent cross site scripting, and parameterised queries throughout, addressing the leading web application risks	M
NFR-071	All web endpoints served exclusively over secure hypertext transfer protocol, with insecure requests redirected and secure transport enforced platform wide	M
NFR-072	Secure session management: secure cookies with appropriate flags, inactivity timeout, immediate invalidation on logout, and protection against session fixation and replay	M
NFR-074	Interfaces documented with OpenAPI three or later and sufficient for third party developer integration without vendor assistance	D
NFR-078	Web Content Accessibility Guidelines two point one level double A conformance on all public facing interfaces (in line with the public sector accessibility regulations), with an accessibility statement published and updated at each major release	M

5. Implementation, migration and service

5.1 Data Migration

Data stored on the existing systems will need to be migrated to the Solution. The data will be reviewed and cleansed by CORU in advance of the Data Migration. Records prior to 2018 in the recognition data set will be cleansed in advance of the Data Migration.

The scope of the Data Migration is set out at requirement TEC-006, and the Data Migration shall be carried out in accordance with Clause 7 of the Agreement.

5.2 Implementation, transition and governance

CORU is taking a phased approach to implementation. It is anticipated that the Recognition, Registration and CPD areas will be analysed, developed and implemented concurrently, and that the Solution must be capable of growing with the organisation and of implementation in Implementation Phases, from simple to complex.

The Implementation Phases will be agreed in the Final Implementation Plan.

5.3 Training and knowledge transfer

A tiered structure of users, super users and administrators is required. A super user / level one maintenance capability must be established in-house in order to facilitate in-house customisation.

5.4 Support, maintenance and Service Levels

As the Solution is cloud-based, the Contractor will be required to maintain the backend system to ensure patching and upgrades as necessary. Support and maintenance for the Solution will be governed by the Service Levels set out in Schedule Three, which are summarised below and will be reviewed annually.

Incident severity, response and resolution targets

Priority	Definition	Response	Resolution or workaround
1: Critical	The Solution or a critical business process is unavailable or materially impaired; the public register is unavailable; Personal Data is at risk; no workaround exists.	30 minutes	4 hours
2: High	A significant business process is impaired, or a critical process is impaired but a workaround exists; a significant number of users are affected.	2 working hours	1 working day
3: Medium	A non-critical function is impaired; a limited number of users is affected; a workaround exists.	1 working day	5 working days
4: Low	Minor fault, cosmetic issue, query or request for information; no material business impact.	2 working days	Next scheduled release

Response time means the time from the logging of the incident to the Contractor's substantive acknowledgement and assignment of an owner. Resolution time means the time from logging to the restoration of normal service or the provision of an effective workaround. Times run during supported hours, save in respect of Priority 1 incidents, where they run continuously.

Service Levels and Service Credits are set out in Schedule Three to the Agreement.

5.5 Exit management

The Contractor's exit obligations, including the Exit Management Plan, the return of all of CORU's data in open, documented formats (TEC-011), transition assistance for not less than six (6) months following expiry or termination, and the secure destruction of data, are set out in the Agreement (including Schedule Ten).

5.6 Contract management and key performance indicators

Performance against the following key performance indicators will be monitored at the quarterly service review. Failure to meet a key performance indicator may give rise to the remedies set out in the Agreement.

Ref.	Key performance indicator	Target	Measured
KP-01	Solution availability (excluding agreed planned maintenance)	≥ 99.9%	Monthly
KP-02	Priority 1 incidents responded to within target	100%	Monthly
KP-03	Priority 1 and 2 incidents resolved within target	≥ 95%	Monthly
KP-04	Priority 3 and 4 incidents resolved within target	≥ 90%	Monthly
KP-05	Implementation milestones achieved on or before the agreed date	100%	Per milestone
KP-06	Critical security patches applied within the agreed period	100%	Monthly
KP-07	Monthly service report delivered within five (5) working days of month end	100%	Monthly
KP-08	Penetration test findings remediated within agreed timescales	100%	Annually

Ref.	Key performance indicator	Target	Measured
KP-09	Data Migration reconciliation accuracy at cut-over	100% of agreed control totals	Per Implementation Phase
KP-10	Key personnel retained, or replaced with equivalent personnel on notice and with consent	100%	Quarterly

6. Payment mechanism

The payment mechanism is set out in the Agreement (Schedule Four). In summary: no sum is payable on execution of the Agreement; the implementation and once off Charges are paid against Payment Milestones, the first being delivery of the draft Final Implementation Plan, with the Payment Milestones applying to each Implementation Phase where implementation is phased; and Recurring Charges accrue from Go-Live of the first Implementation Phase, prorated for any part year, with the proportion payable at each Implementation Phase set out in the Final Implementation Plan.

SCHEDULE TWO

Key Contractor's Personnel

[Insert details and CVs of staff members as detailed in section 18.1.]

SCHEDULE THREE

SERVICE LEVEL AGREEMENT

1. SUPPORT SERVICES AND PRIORITY LEVELS

The Contractor shall provide a single point of contact for support, accessible by telephone, email and an online service desk, during CORU's core hours of 09:00 to 17:30 Monday to Friday, excluding public holidays, with out-of-hours cover for Priority 1 incidents. The Solution shall be Available in accordance with the Service Levels set out in paragraph 4 of this Schedule. The Contractor shall provide a monthly service report covering availability, incident volumes by priority, performance against each Service Level, root cause analysis of Priority 1 and Priority 2 incidents, patch and release activity and open problems, and shall attend a quarterly service review in accordance with paragraph 3.5 of this Schedule. Service Credits shall apply for failure to meet the Service Levels in accordance with this Schedule. Incidents shall be classified by reference to the following Priority Levels:

Priority 1 (Critical): the Solution or a critical business process is unavailable or materially impaired, the public register is unavailable, Personal Data is at risk and no workaround exists. Response: thirty (30) minutes. Resolution or workaround: four (4) hours.

Priority 2 (High): a significant business process is impaired, or a critical process is impaired but a workaround exists, and a significant number of users are affected. Response: two (2) Normal Working Hours. Resolution or workaround: one (1) Working Day.

Priority 3 (Medium): a non-critical function is impaired, a limited number of users are affected and a workaround exists. Response: one (1) Working Day. Resolution or workaround: five (5) Working Days.

Priority 4 (Low): a minor fault, cosmetic issue, query or request for information with no material business impact. Response: two (2) Working Days. Resolution or workaround: next scheduled release.

2. DEFINITIONS

In this Schedule, the following words and expressions shall have the meanings set out below:

"Available" / "Availability" means the Solution is Available when an authorised user can log in and perform the material functions of the Solution. Availability is measured as: (total minutes in the month − Excluded Minutes − minutes not Available) ÷ (total minutes in the month − Excluded Minutes), expressed as a percentage to two decimal places, measured 24 hours a day, 7 days a week.

"Critical Business Period" means a period designated by CORU under paragraph 7 of this Schedule.

"Excluded Minutes" means minutes of unavailability falling within paragraph 7 of this Schedule.

"Monthly Charge" means one twelfth of the annual Charges for licence, subscription, hosting, support and maintenance payable in the Contract Year concerned, exclusive of VAT. Implementation, once-off and change charges are excluded.

"Permitted Maintenance" means maintenance carried out within a window agreed with CORU in accordance with Clause 8.7, together with emergency security maintenance notified to CORU as soon as reasonably practicable.

"Public Register" means the publicly accessible statutory register published by the Solution as described in the Specification.

"Service Credit" has the meaning given to "Service Credits" in Clause 1, calculated under paragraph 5 of this Schedule and applied under paragraph 4 of this Schedule.

"Service Credit Unit" or "SCU" means 0.5% of the Monthly Charge.

"Service Level" has the meaning given to "Service Levels" in Clause 1, being each service level specified in paragraph 4 of this Schedule.

"Service Period" means a calendar month.

3**. APPLICATION OF SERVICE LEVELS**

3.1 The Service Levels in this Schedule apply in respect of each Implementation Phase from the date falling one (1) month after the end of the Hypercare Period for that Implementation Phase and continue for the remainder of the Term.

3.2 No Service Credits accrue during the Implementation Period or during a Hypercare Period. Delay in implementation is addressed by Clause 5 and the acceptance provisions of Clause 6, and not by this Schedule.

3.3 The Service Levels and the Service Credit mechanism shall be reviewed annually at the first quarterly service review meeting of each Contract Year held in accordance with Schedule One (Specification) and Clause 15.3. No change takes effect without the written agreement of both Parties.

3.4 The Contractor shall measure performance against each Service Level and each key performance indicator in paragraph 9 of this Schedule continuously, using monitoring tools and records which it shall make available to CORU on request.

3.5 The Contractor shall provide the monthly service report required by Clause 15 within five (5) Working Days of the end of each Service Period. The report shall state, for the Service Period: performance against each Service Level; the number of Service Credit Units accrued and the resulting Service Credit; performance against each key performance indicator in paragraph 9 of this Schedule; any relief claimed under paragraph 8 of this Schedule and the evidence for it; and root cause analysis of every Priority 1 and Priority 2 incident.

3.6 The Contractor shall calculate Service Credits itself and apply them without any requirement for CORU to claim them. Service Credits shall be shown as a deduction on the next invoice issued after the relevant service report. Where no further invoice will be issued, the Contractor shall pay the amount to CORU within thirty (30) days.

3.7 If the Contractor fails to deliver a service report within the period in paragraph 3.5 of this Schedule, CORU may calculate the Service Credits itself on the information available to it, and that calculation shall apply unless the Contractor demonstrates an error within ten (10) Working Days.

4**. SERVICE LEVELS CARRYING SERVICE CREDITS**

Ref.	Service Level	Target	Measured
SL1	Availability of the Solution	99.9% per Service Period	Monthly, 24x7
SL2	Availability of the Public Register	99.9% per Service Period	Monthly, 24x7

Ref.	Service Level	Target	Measured
SL3	Priority 1 incident restored to normal service, or an effective workaround provided	Within 4 hours of logging	Per incident
SL4	Priority 2 incident restored to normal service, or an effective workaround provided	Within 1 Working Day of logging	Per incident
SL5	Security patches classified by the vendor as critical or high applied to all environments, or a compensating control agreed with CORU implemented	Within 72 hours of release	Per patch

5**. CALCULATION OF SERVICE CREDITS**

5.1 Service Credit Units accrue in accordance with the following table:

Service Level	Performance in the Service Period	Service Credit Units
SL1: Availability of the Solution	99.90% or above / 99.50% to below 99.90% / 99.00% to below 99.50% / 98.00% to below 99.00% / Below 98.00%	0 / 2 / 5 / 10 / 20
SL2: Availability of the Public Register	99.90% or above / 99.50% to below 99.90% / 99.00% to below 99.50% / 98.00% to below 99.00% / Below 98.00%	0 / 2 / 6 / 12
SL3: Priority 1 Restoration	Each Priority 1 incident not restored within 4 hours / each complete further period of 4 hours until restoration	2 / 1
SL4: Priority 2 Restoration	Each Priority 2 incident not restored within 1 Working Day / each complete further Working Day until restoration	1 / 1
SL5: Critical Security Patching	Each critical or high severity patch not applied within 72 hours	2

5.2 The Service Credit for a Service Period is the total number of Service Credit Units accrued in that Service Period multiplied by the value of one Service Credit Unit.

5.3 The total Service Credit payable in respect of any Service Period shall not exceed ten per cent (10%) of the Monthly Charge, or fifteen per cent (15%) where the Service Period contains all or part of a Critical Business Period.

5.4 The cap limits the amount payable as a Service Credit. It does not limit CORU's rights under paragraph 10 of this Schedule or under this Agreement.

5.5 Service Credits are a reduction in the Charges reflecting the reduced value of the Services received in the Service Period concerned. They are a genuine and proportionate assessment agreed between the Parties and are not a penalty.

5.6 Service Credits are without prejudice to any other right or remedy of CORU, including the right to terminate. However, where CORU recovers damages in respect of the same failure for which a Service Credit has been applied, the Service Credit shall be set off against those damages so that CORU does not recover twice in respect of the same loss. For the avoidance of doubt, and without prejudice to Clause 23.2, Service Credits are excluded from, and do not count towards, the limitation of liability in Clause 23.2.

6**. CRITICAL BUSINESS PERIODS**

6.1 CORU may designate up to six (6) Critical Business Periods in each Contract Year, each of not more than ten (10) Working Days, by notice to the Contractor given not less than twenty (20) Working Days in advance.

6.2 A Critical Business Period may be designated only in respect of a period of heightened operational criticality, which the Parties acknowledge includes an annual registration renewal window, the opening of a new register, a Go-Live or cut-over, and the period immediately preceding a statutory decision deadline.

6.3 During a Critical Business Period: (i) Service Credit Units accruing under SL1 and SL2 may be doubled; (ii) the cap may be increased to 15%; and (iii) the Contractor shall not carry out Permitted Maintenance without CORU's prior written consent.

6.4 No other Service Level or charge is affected by the designation of a Critical Business Period.

7**. EXCLUSIONS**

7.1 No Service Credit accrues in respect of a failure to the extent it is caused by: (i) Permitted Maintenance; (ii) any act or omission of CORU, its employees, agents or other contractors, including a failure to provide access, information, a decision or an approval within a period agreed between the Parties; (iii) failure or degradation of infrastructure, networks, devices or software under CORU's control and not within the Contractor's responsibility under this Agreement; (iv) a Force Majeure event as defined in Clause 30; (v) failure of a third-party service which the Contractor is not responsible for procuring or managing under this Agreement, provided the Contractor has taken all reasonable steps to prevent, mitigate and resolve the failure; or (vi) CORU's use of the Solution otherwise than in accordance with this Agreement or the documentation.

7.2 The Contractor must claim relief in the service report for the Service Period concerned, identifying the failure, the ground relied on and the evidence. Relief not claimed in that report is waived. CORU shall not unreasonably withhold or delay acceptance of a properly evidenced claim.

7.3 The Contractor shall, notwithstanding any relief, continue to use reasonable endeavours to restore the Services.

8**. EARN BACK**

8.1 Where the Contractor meets every Service Level in each of six (6) consecutive Service Periods, it may set off against Service Credits arising in subsequent Service Periods an amount equal to fifty per cent (50%) of the Service Credits it incurred in the six (6) Service Periods immediately preceding that run.

8.2 Earn-back operates only as a set-off against future Service Credits. No amount is repayable to the Contractor in cash, and no amount may be carried beyond the end of the Contract Year following that in which it arose.

8.3 No earn-back is available in respect of any Service Period in which a Critical Service Failure occurred.

9**. KEY PERFORMANCE INDICATORS (MEASURED NOT CREDITED)**

9.1 The indicators in the table below are reported monthly and reviewed quarterly. No Service Credit attaches to them. They inform the service review under Clause 15.3 and the Service Improvement Plan under paragraph 10 of this Schedule.

Ref.	Indicator	Target
KPI-01	Priority 1 and Priority 2 incidents responded to within target	100% / 95%
KPI-02	Priority 3 and Priority 4 incidents resolved within target	≥ 90%
KPI-03	Incidents resolved at first contact without escalation	≥ 60%
KPI-04	Problems arising from recurring incidents closed within the period agreed at the service review	≥ 90%
KPI-05	Open defects by severity and age, and movement since the previous Service Period	Trend, no target
KPI-06	Changes and releases delivered on the agreed date without causing a Priority 1 or Priority 2 incident	≥ 95%
KPI-07	Penetration test findings remediated within the timescale agreed for the severity concerned	100%
KPI-08	CORU user satisfaction, measured by an annual survey of named users	≥ 4.0 of 5.0

9.2 During implementation, the milestone and data migration indicators are reported in the same way and are likewise not credited; they are addressed by the acceptance provisions of Clause 6 and the milestone payment provisions of Schedule Four.

10**. SERVICE IMPROVEMENT PLANNING**

10.1 The Contractor shall prepare a Service Improvement Plan, at no cost to CORU, within ten (10) Working Days of any of the following: (i) any Service Level being missed in two (2) consecutive Service Periods; (ii) Service Credits in any Service Period reaching fifty per cent (50%) of the cap; or (iii) a written request from CORU following a service review, giving reasons.

10.2 The Service Improvement Plan shall identify the root cause, the corrective action, the owner, the date by which performance will be restored and how that will be evidenced. Once agreed, the Contractor shall implement it at its own cost.

11. CRITICAL SERVICE FAILURES

11.1 Each of the following is a "Critical Service Failure" and constitutes a material breach of this Agreement which is not capable of remedy for the purposes of Clause 3.3: (i) Service Credits reach the cap in any three (3) Service Periods in a rolling twelve (12) month period; (ii) the same Service Level is missed in four (4) consecutive Service Periods; (iii) Availability of the Solution falls below 95% in any Service Period; (iv) a Priority 1 incident is not restored, and no effective workaround is provided, within twenty-four (24) hours of logging; (v) a Personal Data breach occurs which is caused by the Contractor's breach of this Agreement; or (vi) the Contractor fails to prepare or to implement an agreed Service Improvement Plan.

11.2 On a Critical Service Failure, CORU may, without prejudice to any other right: (a) terminate this Agreement on written notice; (b) require the Contractor to procure the assistance of a third party at the Contractor's cost; or (c) exercise any step-in or assistance right conferred by this Agreement.

SCHEDULE FOUR

Charges

Part A

1. Charges

[*The Charges tendered by the Contractor in the Pricing Schedule of the RFT, comprising: (a) the implementation and once-off charges (by category: discovery and design; configuration and build; integration; data migration; testing; training and documentation; project management; and* Go-Live *and hypercare); (b) the recurring charges for Contract Years 1 to 3 (licence and subscription; hosting and infrastructure; and support and maintenance) and, if the relevant Extension Term is exercised, Contract Years 4 and 5; (c) the day rates for change and professional services (Rate Card); (d) the unit rates for volumes in excess of those stated in Schedule One; and (e) the charges for exit and transition assistance, are to be inserted here prior to signing, together with pricing for the exit management services.*]

2. Payment Milestones

No sum is payable to the Contractor on execution of this Agreement. CORU shall make no advance payment, deposit, mobilisation payment or prepayment of any kind, and no Charge is payable in respect of any licence, subscription or hosting service before the date Go-Live of the first Implementation Phase in accordance with paragraph 3 of this Schedule Four.
The implementation and once-off Charges are payable in the instalments set out in the table below on acceptance of the corresponding Payment Milestone. The percentages are fixed by CORU; they do not vary according to how the Contractor allocates cost between the pricing categories in Schedule Four, Part A.

No Payment Milestone may be invoiced out of sequence for the Solution of an Implementation Phase (as relevant) and no Payment Milestone may be treated as achieved in part. Payment Milestones M1 and M2 apply once to the Services as a whole. Where the Services are implemented in more than one Implementation Phase, Payment Milestones M3 to M10 apply separately to each Implementation Phase, and the amount payable on acceptance of each of those Payment Milestones for an Implementation Phase is the percentage shown in the table for that Payment Milestone as applied to the proportion of the implementation and once-off Charges allocated to that Implementation Phase in the Final Implementation Plan. The aggregate paid for each such Payment Milestone across all Implementation Phases equals the percentage shown in the table.

Ref.	Payment Milestone	Achieved When	Percentage of implementation and once-off Charges
M1	**Mobilisation**	Final Implementation Plan submitted to CORU for approval; the implementation team mobilised and the Key Contractor's Personnel named in Schedule Two available; governance, reporting and escalation arrangements established and the first project meeting held; RAID log opened; project plan showing the critical path submitted.	5%

Ref.	Payment Milestone	Achieved When	Percentage of implementation and once-off Charges
M2	**Acceptance of the Final Implementation Plan and design**	Final Implementation Plan accepted; solution design document; security architecture and data protection by design statement; data migration strategy and plan; test strategy and the acceptance criteria for each subsequent Payment Milestone; statement of the CORU effort required by role and phase.	10%
M3	**Configuration and build complete**	All processes in Schedule One configured and demonstrated to CORU in a non-production environment, Recognition; Registration, Renewals, Restoration and Removal; CPD audit; the applicant and registrant portal; and the statutory public register together with the configuration document recording what has been built.	20%
M4	**Integrations delivered and tested**	Every interface required by Schedule One built and demonstrated end to end in a non-production environment, with interface specifications delivered and interface test results accepted.	10%
M5	**Trial migration and reconciliation complete**	The number of full trial migrations required by Schedule One completed; reconciliation reports evidencing completeness and accuracy against control totals agreed with CORU; and an exception report identifying records that cannot be migrated and the proposed treatment of each.	10%
M6	**System testing complete**	Functional, integration, regression, performance, security and accessibility testing completed **by the Contractor** and the results accepted by CORU; pre-go-live penetration test report and remediation plan delivered; accessibility conformance report delivered. This Milestone precedes and is distinct from user acceptance testing at M7.	10%
M7	**User acceptance testing accepted**	User acceptance testing completed **by CORU** against the acceptance criteria agreed at M2, with all Priority 1 and Priority 2 defects closed and the UAT completion report accepted.	10%
M8	**Training and documentation accepted**	Role-based training delivered to end users, super users and administrators; training environment and materials handed over; system, configuration and administration documentation accepted; data model and data dictionary delivered.	5%

Ref.	Payment Milestone	Achieved When	Percentage of implementation and once-off Charges
M9	**Service Commencement**	Final migration and cutover completed with reconciliation signed off; the solution in live production use; the statutory public register live and updating; and **the Provisional Acceptance Certificate issued for a particular Implementation Phase**.	12%
M10	**Hypercare complete and Exit Management Plan accepted**	The hypercare period completed for a particular Implementation Phase; all defects arising during hypercare closed or scheduled by agreement; knowledge transfer completed; and **the Final Acceptance Certificate issued for a particular Implementation Phase**.	8%

3. A Payment Milestone falls due for payment only when **the Contractor has submitted** a **notice of completion for the relevant Payment Milestone** accompanied by every Deliverable and item of evidence listed against the Payment Milestone concerned, and CORU shall, within fifteen (15) Working Days, either **accept this** or give written notice of the respects in which the Payment Milestone has not been achieved. **Recurring Charges**

Recurring Charges accrue from Go-Live and not before, save that where the Solution is delivered in more than one Implementation Phase, the licence, subscription and hosting elements of the Recurring Charges shall accrue in stages from Go-Live for the Solution or for each Implementation Phase (as applicable), in the percentages set out in and agreed in the Final Implementation Plan. Recurring Charges are payable monthly in arrears, each monthly instalment being one twelfth (1/12) of the annual Recurring Charge (or the applicable percentage of it) tendered for the Contract Year in which the month falls, pro-rated on a daily basis for any part month.

The Recurring Charges include the volumes stated at Schedule One (Specification). No additional charge arises in respect of those volumes, and the unit rates set out in Schedule Four, Part A apply only to volumes in excess of them.

Where CORU exercises an option to extend the Term in accordance with Clause 3.1, the annual Recurring Charge for the Contract Year concerned is the firm price tendered for that Contract Year in Schedule Four, Part A, payable in the same manner as set out in this Schedule Four. No implementation, migration, training, mobilisation or re-implementation charge of any kind is payable on the exercise of an Extension Term.

4. Change, Professional Services and Exit Charges

No charge arises for change or professional services under Schedule Seven (Change Control Procedure) unless CORU has approved a Change Request in advance specifying the scope, the roles, the number of days and the total price. Such services are charged at the day rates set out in Schedule Four, Part A, in arrears, on acceptance of the work. No charge arises for work necessary to correct a defect, to meet a requirement of Schedule One, or to remedy a failure by the Contractor to perform its obligations under this Agreement.

For the purposes of the day rates set out in Schedule Four, Part A, a day means 7.5 hours. Day rates are charged on a time and materials basis up to 7.5 hours and capped at 7.5 hours: where fewer than 7.5 hours are worked in a day, the day rate is charged pro rata, and where more than 7.5 hours are worked, the single day rate applies.

Charges for exit and transition assistance are those set out in Schedule Four, Part A. Not less than twenty-five per cent (25%) of those charges is payable only when the Contractor has returned all CORU Data to CORU and has certified its secure destruction in accordance with Schedule Ten (Exit Management Plan).

5. Service Credits, Invoicing and Payment

Service Credits shall be calculated and applied in accordance with Schedule Three (Service Level Agreement). CORU may set off against any sum payable to the Contractor any sum due to CORU under this Agreement.

An invoice is valid only if it quotes a purchase order number issued in advance, identifies the Payment Milestone, Contract Year and month, Change Request or exit element to which it relates, is accompanied by the Milestone Acceptance Certificate where it relates to a Payment Milestone, states the Charges exclusive of VAT with VAT shown separately, shows any Service Credit deducted, and is submitted in the electronic format CORU is required to receive under Directive 2014/55/EU. The Contractor must hold a current tax clearance certificate throughout the Term.

CORU will pay each valid invoice within thirty (30) days of receipt in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012, applying a target of fifteen (15) days for payment of valid invoices in accordance with Government policy on prompt payment. Where an invoiced amount is disputed, CORU will notify the Contractor within fifteen (15) days and will pay the undisputed balance within the period stated in this paragraph.

Any financing or working capital cost arising from the payment profile set out in this Schedule Four is deemed to be included in the Charges tendered by the Contractor and is not separately recoverable. No interest, financing charge or uplift is payable by reason of the timing of payment, save as provided by the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

SCHEDULE FIVE

Insurance Requirements

The Contractor shall maintain the following insurances for the following terms:

1. a policy insuring against liability for any losses or damages due to damage or destruction of property or death or personal injury of any person arising out of the Contractor's performance of the Agreement (public liability insurance) for an amount of not less than €6.5 million for any one claim or series of claims arising out of a single occurrence per period of insurance to be maintained at all times during the continuance of this Agreement;

2. the injury to, or disease or death of any person employed by the Contractor in the course of the Contractor's performance of the Agreement (employer's liability insurance) for an amount of not less than €13 million for any one claim or series of claims arising out of a single occurrence and unlimited in the period of insurance to be maintained at all times during the continuance of this Agreement;

3. a policy insuring against liability for claims, damages, losses and expenses arising out of any data breach or cyber incident, including data breach response costs, regulatory defence costs and third-party liability (cyber liability insurance) for an amount of not less than €5 million for any one claim and in the aggregate to be maintained at all times during the continuance of this Agreement;

4. a policy insuring against liability for claims, damages, losses and expenses arising out of the acts, defaults or omissions of the Contractor in the course of the Contractor's performance of the Agreement (including infringement of intellectual property rights, libel and slander, breach of confidentiality, loss of documents (including electronic documents) and the cost of reinstatement, dishonesty of employee, embedded software supplied by third parties, late delivery of product or service, contractual liability, pre-release cover and unintentional transmission of a virus) (professional indemnity insurance) for an amount of not less than €6.5 million for any one claim and in the aggregate to be maintained at all times during the continuance of the Agreement and for a period which is the later of six years from:

    (a) the date of the completion of the Services; or

    (b) termination of the Agreement for whatever reason; and

SCHEDULE SIX

Data Schedule

This Schedule describes the categories of Personal Data and Data Subjects processed by the Contractor in the provision of the Services under the Agreement, including special category Personal Data processed in connection with recognition, registration, vetting, fitness to practise records retained for migration and CPD audit functions.

1. Nature and Purpose of Processing

The Contractor shall process Personal Data on behalf of CORU for the purpose of providing, hosting, maintaining, supporting and securing the Registrant Management System and related services under the Agreement. The processing activities may include the collection, recording, organisation, storage, retrieval, use, transmission, amendment and deletion of Personal Data as necessary to perform the Services.

The processing is undertaken to support the Controller in the exercise of its statutory and regulatory functions, including the administration of registration processes, maintenance of registrant records, stakeholder communications, reporting, payment processing, and related activities.

The Contractor may also process Personal Data for system administration, technical support, security monitoring, backup, business continuity, testing, and data migration activities necessary for the operation and maintenance of the Services. Where required for the performance of the Services, processing may include special category Personal Data and Personal Data.

2. Data subjects

The Personal Data to be processed by the Contractor in the provision of Services concerns the following categories of Data Subjects:

Applicants, registrants, former registrants, assessors, supervisors, employers, authorised representatives, appellants, complainants, Registration Board members and other individuals whose Personal Data is included in the records migrated to or processed by the Solution.

3. Data categories of Personal Data

The Personal Data to be processed by the Contractor in the provision of Services includes the following:

Names, addresses, contact details, dates of birth, identity and nationality information, registration and application data, qualification and employment history, professional membership history, declarations, vetting information, police clearance checks, regulatory checks, health disclosures, correspondence, documents, payment and transaction information, audit trails, CPD records, fitness to practise and open-complaint data retained for migration, and other special category Personal Data processed lawfully for CORU's regulatory functions.

4. Technical and Organisational Measures:

The Contractor shall maintain and provide details to CORU of the technical and organisational measures required by Clause 25 and the RFT, including encryption, access controls, logging, vulnerability management, penetration testing, data residency, backup, disaster recovery and secure destruction measures.

SCHEDULE SEVEN

Change Control Procedure

1. Where either CORU or the Contractor wishes to make a change to the terms of this Agreement including, without limitation, any material change to:

   a. the Services;

   b. the Solution (other than as otherwise expressly provided in this Agreement);

   c. the timeframes for the provision of the Services,

   (a "**Change Request**"), the procedure in this Schedule (the "**Change Control Procedure**") shall apply. The Change Control Procedure shall apply to all changes to the Solution or the Services, including any request by CORU to expand or add to the Services being provided under this Agreement. For the avoidance of doubt, a Change Request may relate to a change to the existing Services or to the provision of new or additional Services not previously included within the scope of this Agreement.

2. All Change Requests must be documented in a request form (a "**Change Request Form**") which shall include, as a minimum, the following details:

   a. description of the requirements for the changes;

   b. comparison of the new requirements with the existing requirements;

   c. reasons for the change, including a high level description of the proposed business impact;

   d. timeframe for completion of the change; and

   e. whether the Change Request relates to a change to the existing Services or to the provision of new or additional Services.

3. The Change Request Form shall be signed by the Representative of the Party requesting the change and submitted to the Representative of the other party

4. The Contractor shall provide CORU with an impact statement (an "**Impact Statement**") within 10 Working Days of submission of a Change Request Form (or such longer period as the Parties may agree). The Impact Statement shall include, as a minimum, the following details:

   a. the estimated number of Working Days and personnel (including levels of qualification) and details of the work categories required to deliver the change within the timeframe specified in the Change Request Form;

   b. the total price for the change, calculated by reference to the day rates set out in Schedule Four, Part A (Rate Card), together with a breakdown showing the number of days at each applicable rate;

   c. any consequential impact on the recurring Charges or other Charges payable under the Agreement, if any;

   d. timetable for the change including any impact on the timeframes set out in Schedule One or the Final Implementation Plan; and

e. impact on the Services to be provided under the Agreement.

5. In the event the Contractor gives notice to CORU within 5 Working Days of receipt of a Change Request that it cannot provide the Impact Statement required within such 10 Working Days period set out in section 4 above, the Parties shall agree a suitable period within which the Contractor shall be required to provide these details.

6. After consideration, CORU Representative may elect by giving written notice to the Contractor either to:

   a. accept the Impact Statement in which case the Agreement shall be amended accordingly;

   b. reject the Impact Statement in which case the Agreement shall remain unchanged; or

   c. require the Contractor to produce a revised Impact Statement by repeating the procedure set out in paragraphs 4 and 5 of this Schedule.

7. No Change Request shall be binding on the Parties unless it has been agreed in writing by the Representative of both Parties, acting reasonably and in good faith.

8. Until such time as a change is made in accordance with this Change Control Procedure, the Parties shall, unless otherwise agreed in writing, continue to perform their obligations under the Agreement, as if the request or recommendation had not been made

SCHEDULE EIGHT

Contractor's Tender Response

Part A – Contractor's Tender Response and completed compliance matrix

[*to be inserted prior to signing*]

Part B- Agreed deviations from Specification

[*to be inserted prior to signing*]

SCHEDULE NINE

Business Continuity and Disaster Recovery

1. Overview

1.1 In accordance with the requirements set out in Clause 26, the Contractor shall develop, agree with CORU, and implement the Business Continuity/Disaster Recovery Plan (the "BC/DR Plan"), considering all aspects of the Solution and Services to ensure resilience in all operational areas in the event of a Disaster. The process and timeline for the development of the BC/DR Plan will be set out in the Final Implementation Plan.

2. BC/DR Plan

2.1 The following terms shall have the following meanings in this Schedule Nine:

(a) "Full Restoration of the Solution and Services" means full restoration of the Solution and Services affected by a Disaster such that the Solution is performing, and the Services are being performed, in accordance with the terms of this Agreement; and

(b) "Recovery Time Objective" or "RTO" means the duration of time from the occurrence of a Disaster until Full Restoration of the Solution and Services.

2.2 The BC/DR Plan shall detail the processes, arrangements and emergency back-up procedures which the Contractor shall implement with a view to preventing any Disaster related to the Solution or Services or any part thereof, and to ensure Full Restoration of the Solution and Services or any elements of the Solution or Services following any Disaster.

2.3 The BC/DR Plan shall be comprised of four parts:

(a) Part A which shall relate to the objectives, policy statement and organisational structure;

(b) Part B which shall relate to business continuity;

(c) Part C which shall relate to disaster recovery; and

(d) Part D which shall relate to the testing of the BC/DR Plan.

2.4 The business continuity part of the BC/DR Plan, shall:

(a) set out those aspects of the Solution and Services which fall within the scope of the BC/DR Plan (collectively the "Business Continuity Elements");

(b) set out, for each Business Continuity Element or part thereof, within the BC/DR Plan, the Recovery Time Objectives;

(c) set out the arrangements that are to be invoked to ensure that all Business Continuity Elements remain supported and to ensure Full Restoration of the Solution and Services; and

(d) address the various possible levels of Disaster and the steps to be taken to ensure Full Restoration of the Solution and Services for each level of Disaster.

2.5 The disaster recovery part of the BC/DR Plan shall be designed so as to ensure that upon the occurrence of any Disaster the Contractor ensures Full Restoration of the Solution and Services with minimal adverse impact on the Solution/Services. This part of the BC/DR Plan shall include the following:

(a) details of the procedures and processes to be put in place by the Contractor in relation to the disaster recovery Solution, the provision of the disaster recovery service and any testing of same, including but not limited to the following:

(i) identification of examples of potential Disaster scenarios;

(ii) documentation of processes and procedures;

(iii) hardware and software configuration details;

(iv) Solution recovery procedures;

(v) steps to be taken upon resumption of the Services to address any prevailing effect of the Disaster; and

(vi) any applicable performance levels with respect to the provision of disaster recovery services and details of any relaxation of Service Levels (to be agreed with CORU) during any period of invocation of the BC/DR Plan.

2.6 The BC/DR Plan shall:

(a) clearly set out the conditions under which the BC/DR Plan is to be invoked in the event of Disaster and the decision process for invocation;

(b) set out how the business continuity and disaster recovery parts of the BC/DR Plan link to each other;

(c) provide details of how the invocation of any element of the BC/DR Plan may impact upon the operation of the Solution and the provision of the Services;

(d) specify how the Contractor shall liaise with CORU with respect to issues concerning business continuity and disaster recovery;

(e) set out roles and responsibilities for all business continuity activities;

(f) list the names (individuals and organisations), telephone numbers, addresses and roles and responsibilities of all relevant contacts for the Contractor (including any sub-contractors) and CORU, including a dedicated contact who will manage and be responsible for the provision of business continuity;

(g) contain a risk analysis, including:

(i) Disaster scenarios, assessments and estimates of frequency of occurrence;

(ii) identification of any single points of Disaster within the Services and processes for managing the risks arising therefrom; and

(iii) a business impact analysis (detailing the impact on business processes and operations) of different anticipated Disasters;

(h) identify the procedures for recommencement of Services;

(i) set out details of the back-up plan in the event that a Disaster impacts the implementation of the BC/DR Plan itself;

(j) identify the responsibilities (if any) that CORU has agreed it will assume in the event of the invocation of the BC/DR Plan; and

(k) provide for technical advice and assistance to key contacts at CORU as notified by CORU to the Contractor from time to time.

2.7 The BC/DR Plan shall be designed to ensure that:

(a) the Services are provided in accordance with the terms of this Agreement at all times during and after the invocation of the BC/DR Plan;

(b) the adverse impact of any Disaster or disruption to the operations of CORU is minimised to the extent reasonably possible;

(c) it complies with Good Industry Practice; and

(d) there is a process for the management of disaster recovery testing.

2.8 The BC/DR Plan must be sufficiently flexible to support any changes to the Solution or the Services.

3. Review of the BC/DR Plan

3.1 The Contractor shall carry out reviews of the BC/DR Plan as follows:

(a) on a regular basis and at a minimum once per year during the Term; and

(b) within three (3) months of the BC/DR Plan (or any part thereof) having been invoked.

3.2 Any review of the BC/DR Plan shall include a review of the procedures and methodologies set out in the BC/DR Plan and assess their suitability having regard to any change to:

(a) the Solution;

(b) the Services; and

(c) any underlying business processes and operations facilitated by or supported by the Solution and/or the Services;

which have taken place since the later of the original approval of the BC/DR Plan or the last review of the BC/DR Plan. Any such review shall also have regard to the occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of a need to invoke the BC/DR Plan.

3.3 The Contractor shall, within twenty (20) Working Days of the conclusion of each such review of the BC/DR Plan, provide to CORU a report in relation to the review setting out:

(a) the findings of the review;

(b) any changes in the risk profile associated with the Services; and

(c) the Contractor's proposals for (i) addressing any changes in the risk profile; and (ii) amendments to the BC/DR Plan; following the review detailing the impact (if any and to the extent that the Contractor can

reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or solution provided by a third party.

3.4 The Contractor shall as soon as is reasonably practicable after receiving CORU's comments on the Contractor's BC/DR proposals (having regard to the significance of any risks highlighted in the review report described above) implement any necessary changes in its practices or procedures.

4. Testing of the BC/DR Plan

4.1 The Contractor shall test the BC/DR Plan on a regular basis (and in any event not less than once per year during the Term). CORU may require the Contractor to conduct additional tests of some or all aspects of the BC/DR Plan at any time where CORU considers it necessary, including where there has been (a) any change to the Solution, the Services, or any underlying business processes; or (b) on the occurrence of any event which may increase the likelihood of a need to invoke the BC/DR Plan.

4.2 The Contractor shall undertake and manage testing of the BC/DR Plan in full consultation with CORU, shall liaise with CORU in respect of the planning, performance and review, of each test, and shall comply with the reasonable requirements of CORU in this regard. CORU or its nominee shall be entitled to observe each test, if it wishes to do so.

4.3 The Contractor shall, within twenty (20) Working Days of the conclusion of each test, provide to CORU a report setting out:

(a) the outcome of the test;

(b) any failures in the BC/DR Plan revealed by the test including but not limited to failures to meet the RTOs as set out for each Business Continuity Element; and

(c) the Contractor's proposals for remedying any such failures.

4.4 Following each test, the Contractor shall take all measures requested by CORU, (including requests for the re-testing of the BC/DR Plan) to remedy any failures in the BC/DR Plan. Such remedial activity and re-testing shall be completed by the Contractor, at no additional cost to CORU, and by the date reasonably required by CORU.

4.5 Each test of the BC/DR Plan under paragraph 4.1 of this Schedule shall verify that the Solution is capable of meeting the recovery time objective and the recovery point objective set out in Clause 26.2.

SCHEDULE TEN

Exit Management Plan

1. **Development and Updating of Exit Management Plan**

1.1 The Contractor shall provide CORU with an Exit Management Plan for approval within three (3) months following the Commencement Date. The Exit Management Plan shall set out the Services to be provided by the Contractor during the period from notification of termination of this Agreement to the end of the Term or during the period before expiry of this Agreement (as applicable) (the "**Exit Management Period**").

1.2 The Contractor shall review and, if necessary, update the Exit Management Plan:

(a) at twelve (12) monthly intervals from the date on which the Exit Management Plan is first approved by CORU in order to ensure that it reflects the contemporaneous state of the Solution and the Services; and

(b) within thirty (30) days where requested by CORU, including in order to ensure that the Exit Management Plan is aligned with the service transition proposals of CORU or any New Service Provider.

1.3 The updated Exit Management Plan shall be submitted to CORU for approval. Once approved, the updated Exit Management Plan shall supersede the previous version.

2. **Content of Plan**

2.1 The Exit Management Plan shall, as a minimum:

(a) in respect of any licences or other agreements with third parties on which the supply of the Solution is dependent, provide for: (i) the assignment or novation to CORU of; or (ii) for the procurement of similar licences or agreements directly between CORU and the relevant third party on terms no less favourable than those provided to CORU;

(b) ensure that there is an orderly and smooth transition from the supply of the Solution and the performance of the Services by the Contractor to the supply of any replacement solution or services by any New Service Provider;

(c) define the responsibilities of both Parties clearly in relation to exit and transition, including:

(i) that the Contractor shall be responsible for the overall management of the exit and transition arrangements;

(ii) that the Contractor shall ensure that appropriate resources are made available as necessary through the Exit Management Period;

(iii) that the Contractor shall comply with reasonable requests for information from CORU or any New Service Provider;

(d) provide for the handover of the following to CORU in such manner as CORU may reasonably require:

(i) CORU Content;

(ii) all such data as CORU may deem necessary to enable a New Service Provider to tender for the provision of a replacement solution and any replacement services, including details of all staff employed by the Contractor in the provision of the Services;

(e) set out a list and timetable of activities for CORU and the Contractor to undertake;

(f) set out full details of any dependencies on CORU for the successful implementation of the Exit Management Plan; and

(g) include such other details as CORU and the Contractor agree are appropriate.

(h) The Contractor shall provide to CORU, or to a party nominated by CORU, the whole of CORU's Data together with all associated documents in a documented, structured and non-proprietary format on expiry or termination for any reason, at no additional charge.

(i) The Contractor shall provide reasonable transition assistance for a period of not less than six (6) months following expiry or termination, at the rates set out in Schedule Four.

(j) On completion of transition, the Contractor shall securely and verifiably destroy all copies of CORU Data and certify that destruction in writing.

3. **Payments**

3.1 Any payments in respect of Services provided under the Exit Management Plan shall be payable to the Contractor in accordance with the relevant provisions of Schedule Four.

SCHEDULE ELEVEN

Final Acceptance Certificate

To: The Contractor

In accordance with Clause 6.9 of the Agreement dated the day of 20[ ] between (1) Contractor and (2) CORU, CORU Representative hereby confirms that the Solution has passed the Final Acceptance Criteria.

Signed for and on behalf of CORU Representative:_____

Print name:_____

Dated: day of 20[ ]

SCHEDULE TWELVE

Initial Implementation Plan

[to be inserted prior to signing]

SCHEDULE THIRTEEN

Form of Parent Company Guarantee

(1) CORU

AND

(2) [ ]

AND

(3) [ ]

PARENT COMPANY GUARANTEE

THIS DEED is made on the **202[ ]**

BETWEEN

1. **The Health and Social Care Professionals Council, operating as CORU**, having its principal office at George's Court, Infinity Building, George's Ln, Smithfield, Dublin, D07 E98Y ("CORU");

2. [ ] (Company Number [ ] having its registered office at [ ] (the "Contractor"); and

3. [ ] (Company Number [ ] having its registered office at [ ] (the "Guarantor").

WHEREAS:

(A) CORU and the Contractor have entered into a contract under which the Contractor has agreed to [*insert description of the contract*] in consideration for the payment by CORU to the Contractor of the sums provided for therein and upon the terms and conditions contained in the contract (the "Contract").

(B) It is a condition of the Contract that the Contractor procure the execution and delivery to CORU of this parent company guarantee (the "Guarantee").

(C) The Guarantor has agreed to provide this Guarantee for the purposes hereinafter appearing.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The Guarantor hereby irrevocably and unconditionally guarantees and undertakes to CORU that the Contractor shall duly and punctually observe and perform each and all of the duties, undertakings, covenants, warranties and obligations of the Contractor arising pursuant to the Contract (including but not limited to the payment of any damages together with interest thereon becoming due to CORU as a result of any breach by the Contractor of any such duties, undertakings, covenants, warranties and obligations) to the intent that if the Contractor shall fail for whatever reason so to observe and perform any such duties, undertakings, covenants, warranties and obligations the Guarantor shall be liable to perform the same in all respects as if the Guarantor were the party principally bound thereby in place of the Contractor.

2. In the event that CORU is not able to enforce the provisions of Clause 1 hereof against the Guarantor or make recovery under Clause 1 hereof on foot of a guarantee, then the Guarantor shall indemnify and keep CORU indemnified from and against all actions, proceedings, claims, charges, demands, liability, losses, damages, costs (including legal costs) and professional and other expenses of any nature whatsoever ("Losses and Expenses") which may be suffered or incurred by CORU by reason of any default or delay on the part of the Contractor in the performance or observance of the several duties, undertakings, covenants, warranties and obligations on the part of the Contractor contained in the Contract and shall pay and make good to CORU on demand the amount of any such Losses and Expenses.

3. The liability of the Guarantor hereunder shall be as primary obligor as regards the Contractor and not merely as surety and shall not be released, lessened, discharged or otherwise affected by: (a) any time or other indulgence given by CORU to the Contractor; (b) any neglect, failure or forbearance on the part of CORU to enforce the performance or observance of any of the duties, undertakings, covenants, warranties and obligations of the Contractor under the Contract; (c) any

amendment, variation, waiver or release of any term of the Contract agreed between CORU and the Contractor; (d) any grant of time, indulgence or concession to the Contractor; or (e) any release, variation, exchange or renewal of any other guarantee or security held by CORU in connection with the Contract, in each case whether or not notice thereof is given to the Guarantor, and no such matter shall discharge or in any way release, lessen or affect the liability of the Guarantor hereunder.

4. As a separate and independent stipulation, the Guarantor agrees that any obligation or matter the subject of this Guarantee which may not be legally recoverable from the Contractor whether by reason of any legal limitation, disability or incapacity of the Contractor (including insolvency, receivership, examinership or liquidation) or any other fact or circumstance and whether known to CORU or not shall nevertheless be an obligation owed by the Guarantor as sole or principal obligor in respect thereof and shall be discharged by the Guarantor to CORU on demand.

6. This Guarantee shall remain in full force and effect from the date hereof until all of the duties, undertakings, covenants, warranties and obligations of the Contractor under the Contract have been fully and finally performed and discharged, notwithstanding the expiry or earlier termination of the Contract, and shall continue to apply to any such duties, undertakings, covenants, warranties and obligations (including any liability for breach thereof) arising prior to, or surviving, such expiry or termination.

7. The Guarantor represents and warrants to CORU as at the date of this Guarantee that: (a) it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation; (b) it has full power and authority to enter into and perform its obligations under this Guarantee and has taken all necessary corporate action to authorise the execution, delivery and performance of this Guarantee; (c) this Guarantee constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms; and (d) the execution and delivery of, and performance of its obligations under, this Guarantee do not and will not conflict with any law or regulation applicable to it, its constitutional documents, or any agreement or instrument binding on it.

8. Any demand or notice to be given under this Guarantee shall be in writing and shall be delivered by hand or sent by prepaid registered post to the recipient at the address specified for it above (or such other address as the recipient may have notified in writing to the other party for this purpose) and, if delivered by hand, shall be deemed to have been received at the time of delivery, or, if sent by prepaid registered post, shall be deemed to have been received two Business Days after the date of posting.

9. This Guarantee shall be deemed to have been made in Ireland and the construction, validity and performance of this Guarantee shall be governed in all respects by the law of Ireland and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.

In witness whereof the parties hereto have executed this Deed the day, month and year first herein written.

GIVEN under the common seal
of **CORU**
and **DELIVERED**
as a **DEED**:

_____
Director

_____
Director/Company Secretary

GIVEN under the common seal of **[ ]** and **DELIVERED** as a **DEED**:

_____
Director

_____
Director/Company Secretary

GIVEN under the common seal of **[ ]** and **DELIVERED** as a **DEED**:

_____
Director

_____
Director/Company Secretary

SCHEDULE FOURTEEN

Approved Sub-Contractors

[Note to Tenderers: An exhaustive list of Approved Sub-Contractors shall be listed in this schedule.]

IN WITNESS whereof this Agreement is duly executed the day of 20 .

SIGNED for and on behalf of

THE CONTRACTOR by _____

in the presence of:

_____

Witness to signature

_____

Witness's address

_____

Witness's occupation

SIGNED for and on behalf of

THE HEALTH AND SOCIAL CARE PROFESSIONALS COUNCIL, OPERATING AS CORU by _____

_____

in the presence of:

_____

Witness to signature

_____

Witness's address

_____

Witness's occupation