APPENDIX 5 – FRAMEWORK AGREEMENT

FRAMEWORK AGREEMENT

BETWEEN

IBEC, TRADING AS IFS SKILLNET

AND

[ ]

DATED [ ]

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This agreement is dated [ ].

PARTIES

(1) **IBEC COMPANY LIMITED BY GUARANTEE** trading as IFS Skillnet with company number 8706 and having its registered office at Confederation House, 84/86 Lower Baggot Street, Dublin 2, D02 H720 (the **"Customer**") and

(2) The [ ] with company number [ ] and having its registered office at [ ] (the "**Framework Supplier**"),

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

BACKGROUND

(A) IFS Skillnet is a national network of companies operating in the international financial services industry in Ireland which, among other things, arranges training programmes for its member companies. IFS Skillnet receives funding from its member companies and from Skillnet Ireland, which is a business support agency of the Irish Government. Ibec is a promoter of IFS Skillnet and holds responsibility for entering into contracts with training and education providers on behalf of IFS Skillnet.

(B) The Customer may from time to time require provision of training services in respect of technical programmes for the financial services sector and has decided to enter into a single-party framework agreement in respect of such services.

(C) Following a public tender process, the Customer wishes to appoint the Framework Supplier to the Framework on a non-exclusive basis in accordance with the terms and conditions of this Framework Agreement (the "**Agreement**").

(D) When the Customer requests services from the Framework Supplier, and the Framework Supplier is able to provide such services, the relevant Parties will enter into a Call-Off Contract as set out in clause 5 of this Agreement.

THE PARTIES AGREE:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless otherwise stated:

"**Additional Services**" means the additional services as set out in Schedule 1 to this Agreement.

"**Agreement**" means this Framework Agreement, including the Background, the Schedules, and all attachments, annexes and appendices, all as amended from time to time in accordance with this Agreement;

"**Charges**" has the meaning given in clause 10.1 (Charges and Payment);

"**Confidential Information**" means:

(a) information (regardless of the form of disclosure or the medium used to store it) and whether disclosed before or after the Start Date:

(i) that is by its nature confidential;

(ii) that is treated by a Party as confidential; or

(iii) the other Party knows, or should know, is confidential; and

(b) all copies of information, notes, reports and other records the Framework Supplier prepares based on or incorporating information that paragraph (a) refers to; and

(c) the existence and content of this Agreement,

and in the case of the Customer, includes any information related to the finances, products, business, operations, affairs, clients or service providers of the Customer that the Framework Supplier or any of any of its Staff become aware of through the provision of the Training Course or involvement with this Agreement;

"**Data Protection Law**" means all applicable privacy and data protection laws, including the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**"), the Data Protection Acts 1988 - 2018, and the EU ePrivacy Directive 2002/58/EC as amended by Directive 2009/136/EC, and any implementing, derivative or related legislation, rule, regulation and binding regulatory guidance, in each case as such legislation is amended, revised or replaced from time to time;

Framework means the single party framework for the delivery of the Services under this Agreement.

"**IFS Skillnet**" means the project which is funded by Skillnet Ireland and IFS Skillnet Industry Partners;

"**IFS Skillnet Industry Partners**" means the member companies who engage in training and networking activities as provided by the network, and also the industry associations on the Network Steering group which lead and direct the IFS Skillnet, e.g. Financial Services Ireland (IBEC), , Irish Funds (IF) and Insurance Ireland;

"**Insolvency Event**" means if a Party summons a meeting of its creditors, makes a proposal for a voluntary arrangement, becomes subject to any voluntary arrangement, is unable to pay its debts within the meaning of section 570 of the Companies Act 2014, has a receiver, manager, administrative receiver or examiner appointed over any of its assets, undertakings or incomes, has passed a resolution for its winding-up (except for the purpose of a voluntary reconstruction or amalgamation previously approved in writing, by the other Party), is subject to a petition presented to any court for its winding-up (except for the purpose of a voluntary reconstruction or amalgamation previously approved in writing, by the other Party), has a provisional liquidator appointed or has any other analogous insolvency proceedings initiated against it whether in Ireland or any other jurisdiction;

"**Intellectual Property Rights**" means all intellectual property rights and related rights, including:

(a) inventions, patents, copyright (including software and source code), circuit layouts, designs, database rights, trade and service marks (including goodwill in those marks), business methods, rights in get-up and trade dress, goodwill and the right to sue for passing off, moral rights, domain names and trade names, and the right to keep confidential information (including trade secrets and know how) confidential;

(b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and

(c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may exist anywhere in the world,

whether or not such rights are registered or capable of being registered;

"**Law**" means any applicable law, statute, regulation, by-law, ordinance or subordinate legislation from time to time in force, and includes the common law and equity and any applicable binding industry codes of conduct;

"**Loss**" means all losses, damages, settlements, judgments, demands, interest, penalties, fines, awards, costs and expenses (including all reasonable legal fees and costs) and any other liabilities (including actual or threatened claims), incurred or awarded against a person, whether arising in contract, tort (including negligence), under any statute or under any other cause of action;

"**Material**" means any tools, documented methodology or process, data, libraries, databases, software, firmware, documentation or other material, in any form, including reports, specifications, diagrams, designs, flowcharts, logic diagrams and listings, business rules and requirements, user manuals, user guides, operations manuals, training materials and instructions;

"Request for Tenders" and **"RFT"** means the request for tenders for the delivery of accredited technical programmes for the financial services sector, reference RFT202601, advertised on eTenders on [].

"**Services**" means: (a) any and all of the activities, functions and responsibilities the Framework Supplier must perform, undertake or provide in connection with this Agreement, including those described in the Schedule 1 (Services); and (b) any related activities, functions and responsibilities that are necessary for the proper performance and provision of the services referred to in paragraph (a);

"**Skillnet Ireland**" means the organisation which manages the Skillnet Business Networks Programme on behalf of the Department of Further & Higher Education, Research, Innovation and Science and administers grant funding to the IFS Skillnet;

"**Staff**" means any person the Framework Supplier engages or retains in connection with this Agreement, including the Framework Supplier's employees, contractors, representatives, agents, consultants and, if applicable, subcontractors, and in each case their respective employees;

"**Start Date**" means the date on which the last Party signs this Agreement;

"**Tender**" means the Framework Supplier's tender dated [ ], including any written or oral clarifications or supplementary information provided by the Framework Supplier in connection with the Tender, as part of the RFT, but excluding any conditions, caveats, assumptions or anything else which makes the tender equivocal in any way or any obligations placed on the Customer (or any other persons other than the Framework Supplier and Framework Supplier Personnel);

"**Training Course**" means the specific training course described in the Call-Off Contract;

"Training Results" means the results, outputs or outcomes created by or on behalf of the Framework Supplier or its Staff for the purposes of performing, or arising from the performance of, the Services, or as part of meeting any other obligation under this Agreement;

"**Call-Off Contract**" means the detailed description of the requirements, including Training Course and setting out the Training Course timetable and responsibilities for the provision of the Services that the Customer and the Framework Supplier agree); and

"**Working Day**" means every day except Saturdays, Sundays and public holidays in Ireland.

1.2 In this Agreement, unless otherwise stated:

1.2.1 a reference: (a) to a statute, ordinance, code or other law includes regulations and other instruments under it, and consolidations, amendments, re-enactments or replacements of any of them; (b) to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time; (c) to a '*person'* includes any natural person, firm, partnership, corporation, unincorporated association, trust, governmental or agency or other entity; (d) to '*writing'* or similar expressions includes email; (e) to a clause, paragraph, Schedule or annex is to a clause or paragraph of, or Schedule or annex to, this Agreement, as amended or renewed from time to time in accordance with this Agreement; and (f) to a 'Party' is to a Party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

1.2.2 the singular includes the plural and vice versa, and a reference to one gender includes all genders;

1.2.3 another grammatical form of a defined word or expression has a corresponding meaning;

1.2.4 all periods expressed to start and end between two dates are inclusive of those dates;

1.2.5 any undertaking by a Party not to do any act or thing includes an undertaking not to permit or suffer the doing of that act or thing;

1.2.6 a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it;

1.2.7 the words '*includes'*, '*in particular*', '*for example*' or any similar expression must be construed as illustrative and read as if followed by the words "without limitation"; and

1.2.8 headings are for ease of reference only and do not affect interpretation.

1.3 To the extent of any inconsistency or conflict between any terms of the Call-Off Contract and this Agreement, the terms in the Agreement govern and take priority for the purpose of any interpretation.

2 TERM

2.1 This Agreement begins and has legal effect on the Start Date and continues in force for a period of 48 months from the Start Date unless this Agreement terminates earlier in accordance with its terms ("**Term**").

2.2 The Customer reserves the right to extend the Term by up to 24 months with a maximum of two such extensions on to a maximum term of 96 months. Term extension, if any, shall be on the same terms and conditions.

2.3 The duration of a Call-Off Contract can go beyond the Term of this Agreement.

3 APPOINTMENT AND NO GUARANTEE

3.1 The Customer appoints the Framework Supplier to the Framework subject to and in accordance with the terms of this Agreement.

3.2 The Framework Supplier acknowledges and agrees that it is not entitled to deliver any specific or minimum Services or any services at all under this Agreement and acknowledges and agrees that the Services shall be requested by the Customer at its sole discretion. Nothing in this Agreement represents a guarantee that the Framework Supplier shall provide the Services during the Term.

3.3 The Customer is fully relying on the Framework Supplier's and its Staff's skills, qualifications, resources and experience in performing the Services, and also on the accuracy of all representations or statements made and the advice given by the Framework Supplier and its Staff in connection with the performance of the Services by the Framework Supplier as part of this Agreement.

4 NON-EXCLUSIVITY

4.1 The Framework Supplier's appointment to the Framework is non-exclusive. This Agreement shall not restrict the Framework Supplier from providing training, research or any other services to persons, companies or organisations other than the Customer and nor shall it restrict the Customer from procuring services which are the same or similar to the Services from any third party.

5 CALL-OFF CONTRACT

5.1 When the Customer requests the Services from the Framework Supplier and the Framework Supplier is able to provide such Services, the Parties will enter into a Call-Off Contract.

5.2 The Customer and the Framework Supplier shall agree the details of the requirements for a given Call-Off Contract, including the training programme, the date(s) and time(s) for its delivery, the number of participants, the location and/or delivery method, and the applicable charges which shall be based on the fees quoted in the Tender.

5.3 Once the details are agreed, the Customer shall send a confirmation email, outlining the agreed details and will issue a purchase order (**PO**). This confirmation email with a relevant PO shall constitute a Call-Off Contract.

5.4 The Framework Supplier must not start any work until the Customer sends a confirmation email and issues a corresponding PO.

6 FRAMEWORK SUPPLIER'S RESPONSIBILITIES

6.1 The Framework Supplier is a skilled and competent provider in the particular fields relevant to the Services. The Framework Supplier must:

6.1.1 perform the Services in accordance with this Agreement (including the Call-Off Contract); and

6.1.2 allocate sufficient resources to the Services to enable it to comply with the obligation in clause 6.1.1.

6.2 The Framework Supplier must:

6.2.1 perform the Services as set out in the Call-Off Contract;

6.2.2 provide all Materials, facilities, equipment, systems, products, personnel and other resources necessary or desirable to successfully perform the Services and meet its obligations under this Agreement;

6.2.3 perform the Services to the satisfaction of the Customer and in accordance with the Customer's written and oral directions; co-operate and liaise with the Customer in all matters relating to the Training Course;

6.2.4 ensure that participants of the Training Courses meet the applicable Skillnet eligibility requirements and revert to the Customer if any questions arise in relation to the eligibility of participants of the Training Course which is part funded by IFS Skillnet; and

6.2.5 ensure that the information and evaluation data is in the format required by the relevant Call-Off Contract and provided within the timescales specified in the relevant Call-Off Contract.

6.3 The Framework Supplier must:

6.3.1 before the date on which the Services are to start, obtain, and at all times maintain, all necessary licences, authorisations, consents, approvals and permits;

6.3.2 comply with all health and safety and security rules and procedures at the premises where the Services are provided in-person and report to the Customer any unsecure or unsafe working conditions or practices; and

6.3.3 comply with, and procure that its Staff comply with, all of the Customer's policies from time to time in force.

7 QUALITY OF SERVICES

7.1 The Framework Supplier represents and warrants to the Customer that, if awarded a Call-Off Contract:

7.1.1 it will perform the Services in a professional, competent, proper and timely manner and with the highest level of care, skill, diligence, prudence and foresight;

7.1.2 it will perform the Services efficiently with the optimum use of all resources; and

7.1.3 it will provide the Services in accordance with all applicable Laws from time to time in force.

8 CUSTOMER'S RESPONSIBILITIES

8.1 The Customer will**:**

8.1.1 reasonably co-operate with the Framework Supplier in all matters relating to the Services.

8.1.2 evaluate applicants to ensure that participants in Training Courses meet the applicable Skillnet eligibility requirements; and

8.1.3 provide the information the Framework Supplier may reasonably request and that the Customer considers reasonably necessary for the Framework Supplier to provide the Training Course in a timely manner.

8.2 The Customer has no other obligations under or in connection with this Agreement or the Training Courses.

9 FLEXIBILITY AND CANCELLATION

9.1 The Customer may, at its sole discretion, cancel any Training Courses in the event that adequate participant numbers have not enrolled no less than seven (7) days prior to the Proposed Training Course start date as provided in the relevant Call-Off Contract.

9.2 If a Training Course is cancelled no less than seven (7) days prior to the proposed Training Course start date, the Customer shall not be liable for the cancellation fee (if any).

9.3 The Customer will notify the Framework Supplier of any required change to the nature, scope or timing of the Services or any other change to the Customer's requirements under this Agreement.

9.4 The Framework Supplier must use best endeavours to accommodate any changes to the needs and requirements of the Customer.

10 CHARGES AND PAYMENT

10.1 In consideration of the Framework Supplier's satisfactory performance of the Services, the Customer will pay the Framework Supplier the charges at the rates and in the manner set out in Schedule 2 (Charges and Invoicing) –"the **Charges**" - after the completion of the Training Course, provided that the Customer has received full and accurate information and documentation as required by the Call-Off Contract and Schedule 2 (Invoicing).

10.2 All Charges and payments under this Agreement are inclusive of any applicable taxes or charges, and no other taxes, duties or levies are payable by the Customer.

10.3 The Framework Supplier agrees that the payment of the Charges represents the Customer's full and complete obligation to compensate the Framework Supplier for the provision of the Services and the Customer will not be billed for or be obligated to pay to the Framework Supplier any other fees, expenses, reimbursements, royalties or other amounts for the Services, or otherwise. In no event will the Customer be responsible for any payment to any third parties.

10.4 Subject to obtaining Customer's prior written consent and if the Call-Off Contract specifies, the Customer will reimburse the Framework Supplier, at cost, for all proper and reasonable vouched expenses incurred by the Framework Supplier in performing the Services.

10.5 The Framework Supplier must submit invoices for the Charges to the Customer in accordance with the requirements and at the intervals set out in this clause 10 and in Schedule 2 (Invoicing).

10.6 If the Customer is satisfied that the invoice complies with the requirements of this clause 10, the Call-Off Contract and Schedule 2 (Invoicing), and the Customer does not dispute that invoice, the Customer will pay the invoice within sixty (60) days of its receipt. If the Customer genuinely disputes an invoice, it need not pay the disputed invoice until the dispute is resolved.

10.7 The Customer is entitled to set off against any amount that the Framework Supplier owes to the Customer from time to time, whether under this Agreement or otherwise. The Customer also has the right to deduct such amounts from any payments as applicable Law may require.

10.8 The Framework Supplier shall produce for inspection upon the Customer's request a valid Tax Clearance Certificate or, if the Framework Supplier is for tax purposes non-resident in Ireland, a statement from the Revenue Commissioner confirming suitability on tax grounds.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 The Framework Supplier retains sole and exclusive ownership of all Intellectual Property Rights that were in existence and owned by the Framework Supplier before the Start Date ("**Framework Supplier Existing IPR**"). In consideration of the Charges that the Customer

pays under this Agreement, the Framework Supplier grants to the Customer a royalty-free, irrevocable, non-exclusive, worldwide, perpetual, transferrable licence (with rights to grant sub-licences) to use, access, copy, sell, reproduce, modify, make derivative works of and disclose the Framework Supplier Existing IPR to the extent necessary to fully use and exploit the Training Course Material and to permit others to do any of the foregoing.

11.2 All Training Results, Confidential Information of the Customer and all Materials that the Customer provides to the Framework Supplier, at all times, are and remain the sole and exclusive property of the Customer. The Framework Supplier must, and must procure that its Staff:

11.2.1 hold all such material in safe custody at its own risk and maintain and keep it in good condition until returned to the Customer; and

11.2.2 do not use or dispose of such material other than in accordance with the Customer's written instructions.

11.3 The Framework Supplier must, and must procure that its Staff, fully disclose all Training Results to the Customer. All existing and future right, title and interest (including all Intellectual Property Rights throughout the world) in all Training Results vests in the Customer on their creation. To the extent any Training Results are not already vested in the Customer, the Framework Supplier must, and must procure that all others engaged in the Services, irrevocably, unconditionally and absolutely assign, transfer and set over unto the Customer all right, title and interest in and to all existing and future Training Results and all materials embodying such rights immediately on creation, free of all encumbrances and third party rights to the fullest extent permitted by applicable law including the right to sue for past infringement (or passing off) and to retain damages or other remedies.

11.4 Whenever the Customer requires, the Framework Supplier must, at its cost, do and must procure that its Staff and any relevant third party does, all things as may be necessary to give effect to this clause 11, including executing any required documents, effecting any required registrations and giving all assistance to enable the Customer to obtain and maintain the exclusive benefit and legal and beneficial ownership of the Training Results.

11.5 The Framework Supplier must obtain waivers of any moral rights in the products of the Services (including the Training Results) to which any individual is now or may be at any future time entitled under applicable Law.

11.6 The Framework Supplier represents and warrants that:

11.6.1 the Training Results comprise the original work of and were created by or on behalf of the Framework Supplier;

11.6.2 the Training Results have not and will not be copied wholly or in part from any other work or material;

11.6.3 it owns, or has the right to use to the extent necessary to perform the Services, all relevant Intellectual Property Rights;

11.6.4 the receipt or performance of the Services, and the possession or use of the Training Results and the Framework Supplier Existing IPR, will not infringe the Intellectual Property Rights or other rights of any person; and

11.6.5 the Framework Supplier has not granted or assigned any rights of any nature in the Training Results to any third party.

12 CONFIDENTIAL INFORMATION

12.1 The Framework Supplier must keep secret and confidential, and not use or disclose, any Confidential Information of the Customer, except as this Agreement permits. The Framework Supplier must take all steps and do all such things as may be necessary or prudent in order to safeguard and protect the confidentiality and security of the Confidential Information of the Customer and to prevent any unauthorised access to it. The Framework Supplier must only use the Confidential Information of the Customer for the performance of its obligations under this Agreement and for no other purpose.

12.2 If the Framework Supplier becomes aware of disclosure or misuse of any of the Customer's Confidential Information, the Framework Supplier must immediately notify the Customer and take reasonable steps to prevent further disclosure or misuse.

12.3 The Framework Supplier may only disclose the Customer's Confidential Information:

12.3.1 to the Framework Supplier's Staff on a 'need to know' basis provided those persons first agree in writing with the Framework Supplier to comply with equivalent obligations in respect of Confidential Information of the Customer as those imposed on the Framework Supplier under this Agreement; or

12.3.2 that applicable Law requires the Framework Supplier to disclose, provided that before doing so the Framework Supplier promptly notifies the Customer and gives the Customer a reasonable opportunity to take any steps that the Customer considers necessary to protect the confidentiality of that information.

13 PUBLICITY

13.1 The Framework Supplier must not use the Customer's name, logo or trademarks, make any public announcement relating to this Agreement, or refer to the Customer or its business, directly or indirectly, in any marketing, promotion, advertisement, news release, or professional or trade publication, unless the Customer provides its prior written approval in each instance and the Customer will have the right to review and approve any such materials prior to publication.

13.2 All advertising and publicity relating to the Services, whether in-company or otherwise, shall acknowledge the funding support for the course from the IFS Skillnet. This shall be done in the form and in compliance with the branding and publicity guidelines issued by Skillnet Ireland from time to time.

13.3 The Framework Supplier shall use the information supplied in Schedule 3 (Presentation Slides) as an integral part of all presentations developed in the course of delivery of the Services. This information must be integrated with all training materials and must be presented to participants at the start of all IFS Skillnet funded training courses. The Customer shall provide the presentation slides to the Framework Supplier in soft copy in advance of the start date of the training course.

14 DATA PROTECTION

If the business relationship between the Parties involves the transfer, acquisition or processing of personal data by the Framework Supplier on behalf of the Customer, the Parties shall promptly enter into a data processing agreement in the form required by the Customer that meets the requirements of Data Protection Law.

15 WARRANTIES AND INSURANCE

15.1 The Framework Supplier represents and warrants to the Customer that the Framework Supplier and its Staff are appropriately qualified and trained to perform their obligations under this Agreement to the standard as set out in clause 7 (Quality of Services).

15.2 The Framework Supplier indemnifies, defends and holds harmless the Customer on demand, from and against any and all Loss that the Customer sustains, incurs or pays out, as a result of or in connection with a threatened or actual claim, action, suit or other proceeding by a third party (whether or not against the Customer or another person) relating to the performance or receipt of the Services, or the possession or use of the Framework Supplier Existing IPR provided under this Agreement; except to the extent that such Loss results from the default, act or omission of the Customer.

15.3 Except for infringement of the Customer's Intellectual Property Rights, breach of clause 12 (Confidential Information), the Framework Supplier's indemnity obligations under clause 15.2, and breach of clauses 6.3 and/or 6.1 (Warranties), each Party excludes any liability to the other Party for any indirect or consequential loss the other Party suffers as a result of a breach of this Agreement.

15.4 The Framework Supplier, at its cost, must take out and maintain adequate insurance with a reputable insurance company. The Framework Supplier's insurance coverage will not limit the Framework Supplier's liability under this Agreement. On the Customer's request, the Framework Supplier must produce both the insurance certificate giving details of cover and the receipt for the current year's premiums.

15.5 The Framework Supplier, if requested, shall produce to the Customer evidence showing the actual coverage in force at the time of the request and shall give the Customer written notice before any such insurance is altered or cancelled.

16 TERMINATION

16.1 The Customer has the right, at any time, to terminate the Agreement (in whole or in part) by giving the Framework Supplier at least thirty (30) days prior written notice.

16.2 The Customer has the right to immediately terminate this Agreement (in whole or in part) if the Framework Supplier:

16.2.1 commits a material breach of this Agreement and either that breach is incapable of remedy or it fails to remedy that breach within 30 Working Days of receiving a notice specifying the breach and requiring it to be remedied;

16.2.2 repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; and/or

16.2.3 suffers or becomes subject to an Insolvency Event.

16.3 The Framework Supplier has the right to terminate the Agreement if the Customer does not pay an undisputed invoice which is due and payable in accordance with the terms of this Agreement within 90 days of receiving an invoice from the Customer.

16.4 Any exercise by either Party of its rights to terminate under this clause 16 is not a breach or repudiation of this Agreement.

16.5 The Framework Supplier acknowledges that the Framework Supplier may terminate this Agreement only in accordance with this clause 16 and the Framework Supplier expressly waives any other rights it may have to terminate.

16.6 On termination or expiry of this Agreement (in whole or in part) the Framework Supplier must, at its own cost:

16.6.1 continue to provide Services to the Customer up until the effective date of termination or expiry and the Framework Supplier is not entitled to payment for any costs incurred or goods or services supplied after the effective date of termination or expiry;

16.6.2 promptly refund any amounts already paid by the Customer for Services not yet provided under the Agreement;

16.6.3 promptly deliver to the Customer all Training Results and all associated documentation in the format required by the Customer along with all Material necessary for the Customer to receive the full benefit of the licence for the Framework Supplier Existing IPR under clause 11.1;

16.6.4 if the Customer requests, cooperate in good faith to transition the Services to the Customer's other professional service providers; and

16.6.5 at the Customer's option, either destroy or return to the Customer (and not retain any copies of) all of the Customer's Confidential Information and the Customer's Materials related to the Agreement, The Framework Supplier must certify the destruction to the Customer within 30 days after the Customer's request.

16.7 On termination or expiry of this Agreement for any reason all rights and obligations of the Parties under the Agreement automatically terminate, except that termination or expiry does not affect any accrued rights or remedies of either Party.

16.8 Any indemnity or any obligation of confidence under this Agreement is independent of and survives termination or expiry of this Agreement. Any other term that by its nature is intended to survive termination or expiry of this Agreement survives termination or expiry of this Agreement, including clauses 11 (Intellectual Property Rights), 12 (Confidential Information), 14 (Data Protection), 15 (Warranties and Insurance), 16 (Termination), 17 (General).

17 GENERAL

Entire agreement

17.1 The Agreement (including the RFT, the Call-Off Contract and any data processing agreement) constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements, representations, warranties or understandings between the Parties in connection with its subject matter. Each Party confirms that it is not relying on any representations, warranties or assurances (written or oral, express or implied) of the other Party except as specifically set out in this Agreement. Nothing in this clause 17.1 operates to limit or exclude any liability for fraud or fraudulent misrepresentation.

Relationship

17.2 The Framework Supplier shall act as an independent service provider. Nothing in this Agreement creates a relationship of employment, trust, agency, joint ventureship or partnership between the Parties. This Agreement does not give the Framework Supplier authority to bind or to incur any expenditure or liability on behalf of the Customer.

Notices

17.3 Any notice, demand, consent, approval or other communication given or made under or in connection with this Agreement is only effective if it is in writing and addressed to a Party at its respective address set out at the start of this Agreement, or to another address a Party notifies to the other in writing from time to time.

Variations

17.4 Any variation to the Agreement (including the Call-Off Contract) must be in writing and signed by an authorised representative of each Party.

Assignment and other dealings

17.5 The Framework Supplier is not permitted to assign, novate, transfer or deal in any other manner with any of its rights and obligations under this Agreement, in whole or in part, unless the Customer provides its prior written approval, which the Customer may grant or withhold in its absolute discretion and subject to any conditions the Customer requires. The Customer has the right, in its sole discretion, to assign, novate, subcontract, transfer or deal in any other manner with any of its rights and obligations under this Agreement, in whole or in part, without the Framework Supplier's prior approval.

Subcontracting

17.6 The Framework Supplier must not subcontract or otherwise arrange for any other person to perform all or any of the Services or to discharge all or any of the Framework Supplier's obligations under this Agreement without the prior written approval of the Customer, which the Customer may grant or withhold in its absolute discretion and subject to any

conditions the Customer requires. The Customer may revoke its approval of a subcontractor by giving written notice to the Framework Supplier.

Further action

17.7 The Framework Supplier must, at its own expense, do everything reasonably necessary, including executing documents, to give full effect to this Agreement and any transaction contemplated by it.

Cumulative remedies

17.8 Any right and remedy of the Parties stated in this Agreement is in addition to, and not exclusive of, any rights or remedies provided elsewhere in the Agreement or by applicable Law.

Waiver

17.9 A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

Severability

17.10 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

Costs

17.11 Each Party must pay its own costs of preparing and signing this Agreement.

Counterparts

17.12 This Agreement may be executed in counterparts including fax, PDF and other electronic copies. All executed counterparts constitute one document. The Parties acknowledge and agree that this Agreement may be executed by any form of electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

Governing law and jurisdiction

17.13 The existence, formation, interpretation, operation and termination of the Agreement and all matters or disputes (whether contractual or non-contractual) arising out of or in connection with the Agreement or its subject matter is governed by and interpreted in accordance with the laws of Ireland.

17.14 The Parties irrevocably and unconditionally agree that the courts of Ireland have exclusive jurisdiction to settle all matters or disputes (whether contractual or non-contractual) arising out of or in connection with the Agreement or its subject matter.

THIS AGREEMENT has been signed by or on behalf of the Parties.

SIGNED
on behalf of the Customer by its authorised representative:

_____

[PRINT NAME]

Date [ ]

SIGNED
on behalf of the Framework Supplier by its authorised representative:

_____

[PRINT NAME]

Date [ ]

SCHEDULE 1– THE SERVICES

The scope of the Framework Agreement comprises the delivery of Accredited Technical Programmes for the Financial Services Sector (Training Courses), the provision of associated services, and delivery of Additional Services (if any).

Part A – Training Courses

The Programmes (Training Courses) that form part of the Services include:

Programme	**NFQ Level**
Professional Certificate in Derivatives and Structured Solutions for Funds and Asset Management	Level 7
Professional Certificate in Data Protection	Level 9
Professional Certificate in Digital Financial Services and Data Analytics	Level 9
Professional Certificate in Financial Crime Prevention	Level 9
Professional Certificate in Investment Funds Services	Level 9
Professional Certificate in Capital Markets, Investments and Funds	Level 9
Professional Diploma Advanced Operational Risk Management in Financial Services	Level 9
Professional Diploma Digital Transformation in Financial Services	Level 9
Professional Diploma in Advanced Banking Risk Management	Level 9
Professional Diploma in Alternative Investments for Funds and Asset Management	Level 9
Professional Diploma in Cultural Change in Financial Services	Level 9
Professional Diploma in Sustainable Finance for Compliance Professionals	Level 8
Professional Diploma in Compliance	Level 7
MSc Compliance	Level 9
Professional Certificate in Artificial Intelligence Fundamentals in Financial Services	Level 7
The Professional Diploma in Artificial Intelligence Management in Financial Services	Level 9
The Professional Diploma in Artificial Intelligence Models and Programming in Financial Services	Level 9

Part 2 - Additional Services

1) The Customer may use this Framework to draw Additional Services, including:

    - Additional technical training programmes for Financial Services Sector (accredited or non-accredited)
    - Additional accreditation related to the Training Courses
    - Other services that may be required from time to time in relation to this Framework Agreement

2) In the event where the Customer wishes to draw any of the Additional Services under this Framework, the Customer will invite the Framework Supplier to submit a Proposal for the delivery of such additional services.

3) If the proposal is deemed to address the needs and requirements of the Customer and if the Customer accepts the proposal, it shall issue a confirmation email to the Framework Supplier which shall constitute an award of the call off contract to deliver the required services.

SCHEDULE 2 – CHARGES AND INVOICING

1. CHARGES

The Charges payable in respect of each Call-Off Contract shall be calculated based on the rates set out in the table below.

Item	Per Person Fee for Onsite Delivery	Per Person Fee for Online Delivery
Professional Certificate in Derivatives and Structured Solutions for Funds and Asset Management		
Professional Certificate in Data Protection		
Professional Certificate in Digital Financial Services and Data Analytics		
Professional Certificate in Financial Crime Prevention		
Professional Certificate in Investment Funds Services		
Professional Certificate in Capital Markets, Investments and Funds		
Professional Diploma Advanced Operational Risk Management in Financial Services		
Professional Diploma Digital Transformation in Financial Services		
Professional Diploma in Advanced Banking Risk Management		
Professional Diploma in Alternative Investments for Funds and Asset Management		
Professional Diploma in Cultural Change in Financial Services		
Professional Diploma in Sustainable Finance for Compliance Professionals		
Professional Diploma in Compliance		
MSc Compliance		
Professional Certificate in Artificial Intelligence Fundamentals in Financial Services		
The Professional Diploma in Artificial Intelligence Management in Financial Services		
The Professional Diploma in Artificial Intelligence Models and Programming in Financial Services		

2. INVOICING

2.1 TIMING OF INVOICES

The Framework Supplier must invoice the Customer for the Charges after the completion of a Training Course, the date of which is set out in the relevant Call-Off Contract(s).

2.2 INVOICE REQUIREMENTS

Each invoice must:

2.2.1 be sent via email to the address set out in paragraph 2.3 (Address for invoicing) below and identify this Agreement;

2.2.2 include the applicable purchase order number;

2.2.3 include details of the Services provided during the invoiced period and the Charges applicable to those Services. If there are any other costs that have been approved in writing by the Customer, they must be set out separately with appropriate narrative.

2.2.4 only specify amounts that are:

(A) due for payment; and

(B) correctly calculated in accordance with this Agreement;

2.2.5 contain sufficient detail to enable the Customer to verify its accuracy;

2.2.6 be in a form, and include all necessary information, for the invoice to be a valid tax invoice (if applicable) and otherwise be in a form that meets the Customer's requirements.

2.3 ADDRESS FOR INVOICING

The Framework Supplier must address all invoices as follows:

Attention: Carl Blake

Title: Network Manager - IFS Skillnet

Email address: info@ifsskillnet.ie copying carl.blake@ibec.ie

2.4 CURRENCY OF INVOICES

Euro

2.5 **PAYMENT OF INVOICES**

2.5.1 The Customer will pay valid invoices by electronic transfer to the following bank account:

Account Name:

Bank:

Branch:

IBAN:

BIC:

2.5.2 If any invoice is incorrect, the Customer reserves the right to pay only the correct amount. If any overpayment is made the Framework Supplier agrees that the Customer may offset the amount of any such overpayment against any subsequent payments to be made to the Framework Supplier.

3. PRICE REVIEW

3.1 Framework Supplier may request a review of rates set out in section 1 of this Schedule (Charges) on or after the second anniversary of the Framework Agreement.

3.2 The Price Review request must clearly set the grounds for the request and provide vouched evidence in support of this request; such evidence must demonstrate to the satisfaction of the Network that the reasons for the Price Review are outside the Framework Supplier's control (e.g. inflation; price / wage increases in the market).

3.3 Approval, in whole or in part (if any), of any requested price increase will be at the sole discretion of the Customer.

3.4 In the event that the rates are revised, they shall apply from the next Call-Off Contract (if any) for the remainder of the Agreement Term. For the avoidance of any doubt, only one revision of fees /rates is permissible per Agreement year.

3.5 If the prices are revised, the Framework Supplier shall invoice the Network in line with the revised fees and in the manner set out in section 2 of this Schedule 2.

SCHEDULE 3 – PRESENTATION SLIDES

IFS Skillnet







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