Request for Tender for the Provision of Air and Water Quality Monitoring and Reporting Services at Shannon Airport



Request for Tender for the Provision of Air and Water Quality Monitoring and Reporting Services at Shannon Airport	
Key Dates	
Issue Date	Wednesday 11th of November 2026
Closing Date for Queries	15:00 on Tuesday 01st of December 2026
Closing Date for Submissions	15:00 on Friday 11th of December 2026
Site Visit Arrangements	Between Monday 23rd and Friday 27th of November 2026 inclusive by email paul.hennessy@snnairportgroup.ie
Contact for Queries:	
Through etenders messaging service www.etenders.gov.ie ONLY	
Upload submissions to: www.etenders.gov.ie	

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Part 1: Introduction

1.1 The Contracting Authority invites responses ("Tenders") to this Request for Tenders ("RFT") from economic operators ("Tenderers") for the provision of the services as described in Appendix 1 to this RFT, "Requirements and Specifications", ("the Services"). Shannon Airport Authority DAC is the Contracting Authority for this procurement competition ("the Contracting Authority").

1.2 The title of this RFT is **Request for Tender for the Provision of Air and Water Quality Monitoring and Reporting Services at Shannon Airport.**

1.3 The Contracting Authority is seeking one service provider (tenderer or consortium) to provide services under this contract.

1.4 Any contract that may result from this procurement competition will be issued for a term of 3 years ("the Term").

1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to 12 months with 2 such extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

1.6 Tenders must be received not later than **15:00 on Friday 11th of December 2026.** Tenders that are received late MAY NOT be considered in this public procurement competition.

Part 2: Instructions to Tenderers

2.1 Introduction to this RFT

2.1.1 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT. Tenderers and recipients of this RFT may wish to consult their own legal advisers in relation to this RFT or the subject matter thereof.

2.1.2 All information supplied by Tenderers may be treated as contractually binding on the Tenderers if accepted by the Contracting Authority.

2.1.3 No commitment of any kind, contractual or otherwise shall exist unless and until a written contract has been established by or on behalf of the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this procurement competition at any time prior to a written contract being established by or on behalf of the Contracting Authority. While the Contracting Authority is seeking best value for money, the Contracting Authority does not bind itself to accept the lowest priced or any tender.

2.1.4 This RFT supersedes and replaces all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence. Tenderers to this RFT should study the contents of this RFT carefully, including the information and documents contained in the Appendices. The Tenderers attention is drawn to the Tenderers' aide-memoire

2.1.5 Proposals received in response to this RFT will form a primary input to the selection process. Proposals should be self-contained, that is, they should not reference manuals, brochures, or other external documentation, except where specifically requested in this RFT.

2.1.6 Proposals will be received on the understanding that the Tenderer accepts full responsibility for all statements made therein, in particular for the capability to undertake the Contract as specified in this RFT. In the event of the proposal failing to meet any specified requirement, the successful Tenderer will be responsible for making good any deficiency without cost to the Contracting Authority.

2.1.7 Any Contract resulting from a Tenderers proposal will incorporate this RFT, the proposal itself, any variation of them and any formal interchange of correspondence or information as the basis of the chosen Tenderer's obligations.

2.1.8 The Contracting Authority reserves the right to carry out a process of verification wherever practicable using the Contracting Authority's personnel, servants or agents and may seek the co-operation of Tenderers in doing so.

2.1.9 Any restraints, covenants, writs, claims or other action current or pending in respect of any item or the Tenderer itself proposed must be declared by the Tenderer. Failure to do so will result in the proposal being disqualified or the Tenderer being held accountable for all losses incurred. Included in this heading are restrictions imposed by foreign governments, government agencies and intergovernmental agencies on the supply, use and subsequent disposal of items of equipment or software.

2.1.10 The Contracting Authority may exclude from its evaluation any Tenderer/s who fail to satisfy as to their ability to meet the requirements as stated in this RFT.

2.1.11 It will be the responsibility of the Tenderer/s to take account of any deficiencies with regard to the information provided and to stipulate any assumptions that impact on this policy when replying to this RFT.

2.1.12 Tenders shall not take advantage of any apparent errors or omissions in this RFT. In the event that a Tenderer discovers an apparent error or omission, the Tenderer shall immediately notify the Contracting Authority's representative as detailed in 2.7.1.

2.1.13 In issuing this RFT, there are no implied obligations for the Contracting Authority to procure any of the services described in the RFT.

2.1.14 The Contracting Authority reserves the right to proceed with the whole or part of the Contract and to amend quantities or descriptions as deemed appropriate to meet their requirements. The Contracting Authority also reserves the right to award sections of the services to different Tenderers depending on final selection.

2.2 Compliant Tenders

2.2.1 Failure to comply with the requirements of this paragraph 2.2.1 may render the Tender non-compliant and the Tender may be rejected. Tenderers must:

a. Include all documentation specified in this RFT;
b. Follow the format of this RFT and respond to each element in the order as set out in this RFT; and
c. Comply with all requirements as set out within this RFT.

2.2.2 If the RFT is altered or edited in any way, the subsequent Tender may be deemed non-compliant and may be rejected.

2.2.3 Failure to comply with the requirements of this paragraph 2.2.3 will render the Tender non-compliant and it will be rejected. Tenders must:

a. Be received by the Contracting Authority in accordance with paragraphs 2.6.1 and 2.6.2 below;
b. Include a statement confirming whether any of the excluding circumstances listed in Article 80 of EU Council Directive 2014/25/EU as implemented into Irish law by the European Communities (Award of Contracts by Utilities Undertakings) Regulations 2016 (Statutory Instrument 286 of 2016), apply to the Tenderer. Tenderers from

Ireland must include with the Tender the declaration to this RFT ("Declaration"). For all Tenderers outside Ireland the statement must be evidenced, as required;

c. Include the statement required under paragraph 2.4 below; and

2.2.4 The Contracting Authority shall consider all compliant tenders against the award criteria in Part 3 of this RFT.

2.3 Services Contract

2.3.1 The Contracting Authority will, subject to the right of cancellation of this procurement competition (as set out at paragraph 2.1.3 above and at paragraph 3.2 below), select the successful Tenderer(s) to provide the Services sought under this RFT.

2.3.2 The successful Tenderer(s) shall provide the Services in accordance with and on the terms and conditions of the contract as set out in this RFT ("the Services Contract"). The successful Tenderer(s) shall be required to enter into the Services Contract with the Contracting Authority. Tenderers should take account of the provisions of the Services Contract in the preparation of their Tenders. Tenderers are required to confirm their acceptance of the Services Contract in the Tenderers' Statement / Form of Tender. Tenderers may not amend the Services Contract.

2.4 Acceptance of RFT Requirements

2.4.1 Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, the signed Tenderer's Statement / Form of Tender, printed on the Tenderer's letterhead. Tenderers may not amend the Tenderer's Statement in the Form of Tender.

2.5 Consortia and Prime / Subcontractors

2.5.1 Where a group of undertakings submit a Tender in response to this RFT the Contracting Authority will deal with all matters relating to this procurement competition through the entity who will carry overall responsibility for the performance of the Services Contract only ("Prime Service provider"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members. The Tenderer must clearly set out:

a. The full legal name of the Prime Service provider together with its registered business address (where applicable), registered business name (where applicable), company registration number (where applicable), telephone and e-mail contact details;
b. The names of all subcontractors and/or consortium members who will be involved in the provision of the Services;
c. A description of the role to be fulfilled by each subcontractors and/or consortium member; and
d. The name, title, telephone number, postal address and e-mail address of the nominated contact personnel authorised to represent the Prime Service provider, within the organisation of the Prime Service provider, to whom all communications shall be directed and accepted until this procurement competition has been

completed or terminated. Correspondence from any other person (including from any subcontractor and/or consortium member) will NOT be accepted, acknowledged or responded to.

2.6 Tender Submission Requirements

2.6.1 The Tender shall be completed with the fully completed documentation. Tenders must be uploaded onto the etenders portal on www.etenders.gov.ie before the closing date of **15:00 on Friday, 11th of December 2026** at the latest. Hard copies submissions are not required. Tenders submitted by fax or email will NOT be accepted, unless otherwise specified in writing by the Contracting Authority

2.6.2 It is the responsibility of the Tenderer to ensure that their submission is submitted on time. Late Tenders received after the time set out above and after the opening of Tenders shall not be accepted. Late Tenders received after the time set out above, but before the opening of Tenders may be accepted at the sole discretion of the Contracting Authority

2.6.3 In responding to this RFT all Tenders must follow the format of the RFT and respond to each element of the RFT in the order as set out in this RFT.

2.6.4 The Contracting Authority reserves the right to seek revised offers from Tenderers through either negotiation or submission of a further bid(s).

2.7 Queries and Clarifications

2.7.1 The Tender documentation shall be read together. All queries or requests for clarification relating to any aspect of this procurement competition or of this RFT must be directed through the eTenders portal. Queries or requests for clarifications will be accepted no later than **15:00** on **Tuesday 01st of December 2026**.

Note: **No queries shall be accepted by telephone**.

2.7.2 All clarifications and responses to queries/requests for clarification will be communicated to all tenderers by email. Where appropriate, questions may be amalgamated. Tenderers should note that the Contracting Authority will not make responses or clarifications to individual Tenderers privately. The Tenderer raising the query will not be identified.

2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.

2.7.4 The Contracting Authority reserves the right to update the information contained in this document at any time up to 10 days before the final date for receipt of tenders. Participating Tenderers will be so informed in writing. In the event of such updates or alterations the Contracting Authority reserves the right to postpone the deadline for the receipt of Tenders so as to allow Tenderers sufficient time to respond.

2.8 Tendering Costs

2.8.1 The Contracting Authority shall have no liability for any costs, expenses or loss that may be incurred as a direct or indirect consequence of the Tenderers taking part in this procurement competition. All costs and expenses incurred by Tenderers relating to their participation in this procurement competition including, but not being limited to, site visits, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers unless otherwise agreed in advance.

2.8.2 Without prejudice to the generality of paragraph 2.8.1, all costs and expenses relating to the supply of samples for the purposes of tendering and their return following evaluation or participation in field trials (if any) will be borne by the Tenderers.

2.9 Confidentiality

2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this procurement competition:

a. are furnished for the sole purpose of replying to this RFT only;
b. may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
c. shall be treated as confidential by the Tenderer and by any third parties (including sub-contract providers) engaged or consulted by the Tenderer; and
d. must be returned immediately to the Contracting Authority upon cancellation or completion of this procurement competition if so requested by the Contracting Authority.

2.9.2 Pursuant to Section 36 of the Air Navigation and Transport (Amendment) Act 1998, it may be necessary for the preferred bidder to return the original signed confidentiality agreement, as set out in RFT document ("Confidentiality Agreement"), to the Contracting Authority within five (5) working days of being requested to do so after which should they have failed to do so they may be deemed to have withdrawn their Tender and this may result in their Tender being passed over in favour of the next most suitable Tender. The Confidentiality Agreement must be in the form as set out in the RFT and Tenderers may not amend the Confidentiality Agreement.

2.9.3 This RFT and all information relating to the Contracting Authority and its business disclosed in the course of elucidation, evaluation and negotiation are provided to Tenderers in strictest confidence. Tenderers shall not disclose the fact that they have been invited to tender nor release any of the Tender documentation to third parties other than on a confidential basis to those with whom they need to consult in preparation of the Tender.

2.10 Pricing

2.10.1 All prices quoted must be all-inclusive (i.e. including but not being limited to all costs/expenses/indexation), be expressed in **Euro only** and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

2.10.2 Tenderers must confirm that all prices quoted in the Tender will remain valid for 4 months commencing from the closing date for the receipt of Tenders.

2.10.3 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.

2.10.4 Payments for Services provided pursuant to this RFT shall be subject to and be made in accordance with the Services Contract in this RFT.

2.10.5 All Tenderers must complete the Pricing Schedule at Table 5.0 in the Tender Response Document.

2.11 Employment Law

2.11.1 During the performance of the contract, Tenderers will have obligations in relation to taxation, environmental protection, employment protection and working conditions. Tenderers may obtain information regarding their obligations in relation to:

a. Taxation from the Irish Revenue Commissioners (www.revenue.ie);
b. Environmental Protection from the Environmental Protection Agency (www.epa.ie);
c. Employment Protection and Working Conditions from the Department of Business, Enterprise and Innovation (www.dbei.ie).

Tenderers must provide a statement confirming that they have taken account of their obligations relating to employment protection and working conditions that are in force in the place where the works or the services sought under this RFT are to be carried out or supplied. This statement must be made at paragraph 7 of the Tenderer's statement which is included in the Form of Tender. The tender of any Tenderer who fails to make such statement will be disregarded.

2.11.2 The successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained by the Tenderer for the purposes of providing the service sought under this RFT.

2.11.3 The requirement of the Acquired Rights Directive as implemented into Irish law by Statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 ("SI 131/2003"), does not apply to staff currently employed by the incumbent provider of the Service sought under this RFT.

It is the responsibility of all Tenderers to ensure their Tender includes for all costs associated with compliance with the Acquired Rights Directive and SI 131/2003. The Contracting Authority will not, under any circumstances, accept any liability or responsibility whatsoever for any of the content/information provided by the incumbents or for the consequences of

any reliance upon or actions taken, by the Tenderer or any third party, on the basis of any of the content/information provided by the incumbents.

Tenderers shall be required to include an undertaking that they will comply with the Acquired Rights Directive and SI 131/2003. Furthermore, tenderers will be required to indemnify the Contracting Authority for any claim arising, loss and/or costs incurred by the Contracting Authority as a result of the Tenderers failure or incapacity to fulfil its obligations thereunder.

2.12 Publicity

2.12.1 No publicity regarding this procurement competition, the award of a contract or the execution of the Services Contract is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 Registrable Interest

2.13.1 Any Registrable Interest involving the Tenderer/subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to their notice after the submission of a Tender and prior to the award of the contract, it should be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer/subcontractor. The terms 'Registrable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995, a copy of which is available to download at www.finance.gov.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any contract entered into by a Tenderer.

2.14 Anti-Competitive Conduct

2.14.1 Tenderers attention is drawn to the application of the Competition Act 2002. The Act makes it a criminal offence for Tenderers to collude on prices or terms in a procurement competition.

2.15 Industry Terms used in this RFT

2.15.1 Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 Tax Clearance

2.16.1 It will be a condition of the award of any contract under this RFT that the successful Tenderer shall for the term of any such contract, comply with all EU and domestic taxation law and requirements, including but not being limited to, where applicable Circular 43/2006 issued by the Department of Finance. This Circular and further information is available at www.finance.gov.ie and www.revenue.ie.

2.16.2 Prior to the award of any contract arising out of this procurement competition the successful Tenderer shall be required to produce a Tax Clearance Certificate from the Irish Revenue Commissioners. Alternatively, the Tenderer may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate online verification of their tax status by the Contracting Authority.

2.16.3 The preferred bidder will be required to produce a Tax Clearance Certificate within ten (10) working days of being requested to do so by the Contracting Authority, after which should they have failed to do so they may be deemed to have withdrawn their Tender and this may result in their Tender being passed over in favour of the next most suitable Tender.

2.17 Conflicts of Interest

2.17.1 Any conflict of interest or potential conflict of interest on the part of a Tenderer, individual employees, agents, or subcontractors of a Tenderer must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any conflict or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any contract entered into by a Tenderer.

2.18 Withdrawal from this Procurement Competition

2.18.1 Tenderers are requested to e-mail Robert Doyle at robert.doyle@snnairportgroup.ie if at any stage they decide to withdraw from this procurement competition.

2.19 Site Visit

Tenderers wishing to make an appointment for a site visit between **Monday 23rd of November and Friday 27th of November 2026 Only (inclusive)** by contacting Paul Hennessy at paul.hennessy@snnairportgroup.ie Attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.

2.20 Insurance

2.20.1 The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:

Type of Insurance	**Indemnity Limit**
Employer's Liability	€13m
Public Liability	€6.5m
Product Liability	€6.5m
Professional Indemnity	€3m

2.20.2 By signing the Tenderer's Statement / Form of Tender, Tenderers confirm, that if awarded a contract under this procurement competition, they will, from the Effective Date of the Service

Contract (as defined in the Services Contract), obtain, and hold the types and levels of insurance as specified at paragraph 2.20.1. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any contract.

2.20.3 The successful Tenderer will, during the term of the Services Contract, be required to:

a. immediately advise the Contracting Authority of any material change to its insured status
b. produce proof of current premiums paid upon request
c. produce valid certificates of insurance upon request
d. The contractor may be required to deliver and collect skips to airside locations on an ad hoc basis, where there will be a requirement for Airside Insurance.

2.21 Safety

2.21.1 The successful Tenderer shall comply with all Safety, Health and Welfare Legislation, whether statutory or deriving from the Contracting Authority or other bodies having power in relation to safety legislation. The successful Tenderer shall provide information relating to its safety management systems / operation as requested by the Contracting Authority.

2.21.2 At a minimum, the successful Tenderer must confirm that their company has a Safety Statement and be prepared to supply this on request including details of:

a. The organisational safety structure complete with names and contact numbers of the Health and Safety Manager/Officer;
b. Examples of how their company promotes safety;
c. Accident Frequency Rate for lost time injuries per 100,000 man hours over the most recent calendar year period.

2.22 Gratuities / Canvassing

2.22.1 Any attempt by a Tenderer to influence the process of Tender evaluation and Contract award through canvassing or other means shall result in their Tender being rejected. If any Tenderer is found to have at any time offered to give or have agreed to offer or to give to any person any bribe, gift, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any favourable action in relation to the Tender, said Tender will be automatically excluded from this procurement competition.

2.23 The Law

2.22.1 Any Contract resulting from this Tender process shall be constructed in accordance with the Laws of the Republic of Ireland. Any arbitration shall be held in the Republic of Ireland. Any Contract awarded shall not be construed to the disadvantage of the Contracting Authority on the basis of the Contracting Authority having drafted any part of the Contract.

2.24 Data Processing

2.23.1 The Tenderer undertakes to comply with all reasonable directions of the Client with regard to the processing of personal data by it on behalf of the Client within the meaning of the Data Protection Laws and shall ensure that the processing of data is carried out pursuant to the agreement for the processing of data exhibited in the RFT part to this Agreement (the "Data Processing Agreement").

"Data Protection Laws" means the General Data Protection Regulation (EU 2016/679) ("GDPR"), the Irish Data Protection Acts 1988 to 2018 and other applicable national and European privacy legislation and regulations.

Part 3 – Award Criteria

3.1 Compliant Tenders

3.1.1 Only those Tenderers who have submitted compliant Tenders pursuant to paragraph 2.2 above and have not been excluded under Article 80 of EU Council Directive 2014/25/EU as implemented into Irish law by the European Communities (Award of Contracts by Utilities Undertakings) Regulations 2016 (Statutory Instrument 286 of 2016) will be evaluated in accordance with the Award Criteria in this Part 3.

3.1.2 To be considered for further evaluation, all tenderers must pass/submit all the criteria listed below

3.2 Pre-Qualification Criteria

The Tenderer must state their ability to comply with the following criteria and will be asked to provide evidence of same in advance of the award of contract. Failure to state compliance with the following criteria, will result in the Tenderer being excluded from this competition.

Pre-Qualification Selection Criteria		
3.2.1	**Candidate Details**	**Evaluation**
	• Lead Applicant/Company Name • Year Founded and length of trading experience • Provide name of ultimate parent company together with the names of any other group of companies who are to be involved in the project (stating their involvement and confirming they will provide a guarantee if required) • Main Address for Correspondence • Indicate office from which project will be managed • Contact(s) Name/Title • Phone No. • E-mail	Information Only
3.2.2	**Financial, Economic & Technical Capacity**	
Declaration of Personal Circumstances		Must be signed. Please see Page 20 of the tender response document, confirming that none of the exclusions apply
Declare that you will be able to produce proof of Insurance cover within 5 working days of any notification of intention to award.		Pass / Fail
Declare that you will be able to produce a current Tax Clearance Certificate from the Irish Revenue Commissioners within 10 working days of any notification of intention to award.		Pass / Fail
Declare that you will be able to produce proof of Health and Safety Statement within 5 working days of any notification of intention to award.		Pass / Fail
Declare that you have an Average Annual Turnover of a minimum of €400,000 in the last 3 financial years.		Pass / Fail

Please provide copies of all current relevant accreditations and certifications held by the Tenderer and any proposed laboratory(ies), including but not limited to: • **ISO/IEC 17025:2017 accreditation** (INAB, UKAS or equivalent) for environmental, potable water, wastewater, groundwater, PFAS, microbiological and Legionella testing, where applicable. • Current **INAB**, **UKAS**, or equivalent accreditation schedules/scopes showing accredited test methods and parameters. • **ISO 9001** (Quality Management Systems), where held. • **ISO 14001** (Environmental Management Systems), where held. • **ISO 45001** (Occupational Health & Safety Management Systems), where held. • Any other relevant environmental monitoring, laboratory, sustainability or industry-specific certifications. Tenderers shall clearly identify which analyses are undertaken under accredited methods and which analyses, if any, are subcontracted.	Pass / Fail

Following completion of the Pre-Qualification Selection Criteria, Tenderers that do not submit the required information or pass the minimum scoring requirements will be eliminated from the competition. Subject to Tenderers passing the pre-qualification selection stage, Tenderers will be evaluated against the Award Criteria and ranked on the basis of their scores under the Award Criteria.

3.3 Award Criteria

3.3.1 No commitment of any kind, contractual or otherwise shall exist unless and until a written contract has been established by or on behalf of the Contracting Authority. Any award of notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this procurement competition at any time prior to a written contract being established by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any tender.

3.3.2 The Contract will be awarded on the basis of the Most Economically Advantageous Tender submitted subject to the tenderer including in their Tender submission sufficient documentation to allow evaluation and confirm compliance.

3.4 Notification to Un-successful Tenderers

3.4.1 Tenderers should note that the Contracting Authority may, when notifying unsuccessful Tenderers of the results of this procurement competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.5 Return of Signed Contracts

3.5.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, to the Contracting Authority no later than 10 business days from the date of issue unless notified otherwise in writing. A signed Services Contract returned by the successful

Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.3 above.

3.5.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at clause 3.5.1 then the Contracting Authority may proceed to award the contract to the next highest-ranked Tenderer.

3.6 Contract Award Criteria

The Contract will be awarded on the basis of the Most Economically Advantageous Tender submitted and having achieved the highest score under both Qualitative/Technical Merit requirements (5,000 marks) and Price requirements (5,000 marks).

Qualitative Criteria as detailed in Appendix 1 (4,000 marks)

This will include an appraisal of:

- Company Profile, Resources and Technical Capability
- Relevant Experience of Similar Environmental Monitoring Projects
- Proposed Methodology and Service Delivery.
- Laboratory Capability, Accreditation and Reporting Arrangements
- Emergency Response and Supplementary Sampling Capability
- Sustainability & Environmental Management.

For the purposes of awarding marks, the Contracting Authority will use the following approach:

- Excellent-100%,
- Very Good-80%,
- Good-60%,
- Fair-40%,
- Poor-20%,
- Very Poor or No Response-0%

Price (5,000 marks)

The awarding of scores for total price submitted on Appendix 2 will be based on the following mathematical formula:

$$\text{Tenderer Score} = \frac{\text{Lowest Sum Tendered X 5,000 Marks}}{\text{Sum Tendered by Tenderer}}$$

3.7 Contract Award Criteria Matrix

The response to all of the qualitative criteria and the pricing matrix must be completed on the Tender Response Document which is attached separately

Item	Evaluation Criterion	Max Score
1	Company Profile, Resources and Technical Capability	500
2	Relevant Experience of Similar Environmental Monitoring Projects	1,500
3	Proposed Methodology and Service Delivery	1,000
4	Laboratory Capability, Accreditation and Reporting Arrangements	500
5	Emergency Response and Supplementary Sampling Capability	500
6	Sustainability & Environmental Management	1,000
7	Pricing Schedule	5,000
	Total Scores Available	**10,000**

All responses to both Qualitative & pricing scoring criteria must be completed in the Tender Response Document attached separately

Award Criteria – Technical Merit (Quality) (5, 000) mark

Company Profile, Resources and Technical Capability (500 marks) TRD Table 1.0
Tenderers should provide:

- Company profile and organisational structure.
- Details of key personnel proposed for the contract.
- Qualifications, experience and technical competence of personnel involved in sampling, monitoring, analysis and reporting.
- Details of equipment, vehicles and resources available to undertake the services.
- Confirmation of geographical coverage and ability to service Shannon Airport throughout the contract term.

Marks will be awarded based on the suitability and availability of the proposed resources and the demonstrated capability to deliver the contract requirements.

Relevant Experience of Similar Environmental Monitoring Projects (1,500 Marks) TRD Table 2.0

Tenderers shall provide details of a minimum of three similar projects completed within the previous five years.

Tenderers should provide:

- Client name.
- Project description.
- Scope of environmental monitoring services provided.
- Sampling and testing parameters.
- Reporting requirements delivered.
- Contract duration.
- Contact details for a reference.

Relevant Experience of Similar Environmental Monitoring Projects should be viewed as:

- Airports or aviation facilities.
- Large industrial or utility sites.
- Surface water monitoring programmes.
- Potable water compliance monitoring.
- PFAS monitoring.
- Groundwater and hydrocarbon investigations.
- Air quality monitoring programmes.

Marks will be awarded based on relevance, complexity and demonstrated successful delivery of comparable services.

Proposed Methodology and Service Delivery (1,000 Marks) TRD Table 3.0

Tenderers should describe their proposed approach to delivering the services specified within the Request for Tender.

The response should include:

- Proposed sampling programme management.
- Site attendance arrangements.
- Sample handling and chain of custody procedures.
- Quality assurance and quality control procedures.
- Approach to airside working and site access management.
- Programme management and scheduling arrangements.
- Proposed reporting methodology.
- Arrangements for communication with Shannon Airport Authority DAC.

Marks will be awarded based on the quality, practicality and robustness of the proposed methodology.

Laboratory Capability, Accreditation and Reporting Arrangements (500 Marks) TRD Table 4.0

Tenderers should provide details of the laboratory or laboratories proposed for use during the contract.

- Tenderers should include:
- Accreditation status (INAB, UKAS or equivalent).
- Scope of accreditation relevant to the required testing parameters.
- Details of testing undertaken in-house and any subcontracted analysis.
- Typical laboratory turnaround times.
- Laboratory quality assurance arrangements.
- Reporting formats and sample result presentation.
- Experience and capability relating to PFAS analysis, Legionella testing, hydrocarbon analysis and potable water compliance testing.

Marks will be awarded based on the extent and suitability of the laboratory capability proposed.

Emergency Response and Supplementary Sampling Capability (500 Marks) TRD Table 5.0

Tenderers should confirm their capability to provide:

- Emergency sampling response services.
- Attendance at Shannon Airport within 24 hours where required.
- Additional sampling locations.
- New or emerging analytical parameters.
- Additional reporting requirements.
- Business continuity arrangements in the event of equipment, personnel or laboratory disruption.

Marks will be awarded based on the demonstrated capacity and flexibility to support Shannon Airport's operational and regulatory requirements.

Sustainability & Environmental Management (1,000 marks) TRD Table 6.0

Tenderers should outline their approach to environmental management, including details of their environmental management system, carbon reduction commitments and initiatives, waste management practices, chemical management and substitution programmes, and how sustainability considerations will be incorporated into testing methodologies and laboratory operations for this contract.

In support of your response, Tenderers should provide details of any of the following, where applicable:

- Environmental management certifications or sustainable laboratory accreditations (e.g. ISO 14001, EMAS, INAB, My Green Lab, LEAF, or equivalent).
- Relevant environmental, waste management, chemical management, and sustainable procurement policies and procedures.

- Evidence of environmental performance monitoring and reporting, including carbon emissions, energy consumption, waste generation, recycling, water use, and resource efficiency measures.
- Details of initiatives implemented to reduce environmental impacts, such as carbon reduction programmes, waste minimisation measures, chemical substitution initiatives, energy efficiency projects, sustainable procurement practices, or reductions in single-use plastics.

Verification

Tenderers shall provide copies of relevant certifications, policies, procedures, reports, or other supporting evidence demonstrating the implementation and effectiveness of the measures described above.

Pricing Schedule (5,000 marks) Appendix 2

*Tenderers shall complete the Pricing Schedule contained within **Appendix 2** and transfer the required prices into **Table 7.0 of the Tender Response Document**.*

*Only the prices submitted in **TRD Table 7.0** will be used for the evaluation and calculation of pricing scores.*

The fees quoted shall:

- *Be expressed in **Euro (€)** only.*
- *Be exclusive of VAT.*
- *Include all costs associated with the delivery of the contract requirements, including sampling, laboratory analysis, reporting, travel, escort coordination, equipment, consumables and administration.*
- *Remain fixed for the initial **36-month contract period**.*

Appendix 1: Requirements and Specification

1.1 Scope of Contract

The Contractor shall provide environmental monitoring service for Shannon Airport Authority DAC located at Shannon Airport, Shannon, Co. Clare V14 EE06 for an initial period of three years.

1.2 Detail

This contractor shall provide sampling and monitoring services for the below:

- Surface water
- Raw & Potable water
- Cold water storage / hot water systems,
- Trade influent / effluent
- Bore hole testing
- PFAS testing
- Any other supplementary testing as required

The contractor will be required to attend the airport and undertake environmental sampling / monitoring followed by any relevant laboratory analysis and analysis reporting at specified periods.

The list of parameters and number of samples required over the course of the contract is contained in Appendix 2 of this Request for Tender.

2. Scope

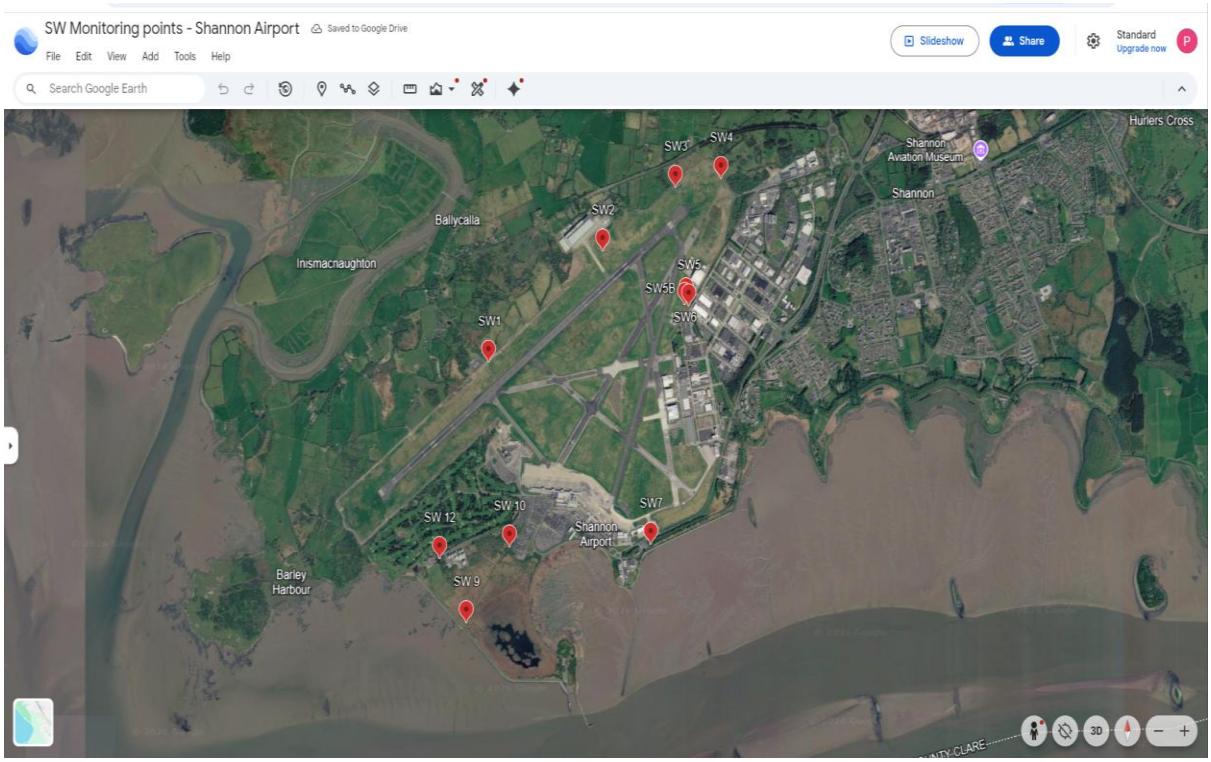
2.1 Shannon Airport Requirements

2.1.1 Surface Water

- Monthly attendance at the airport for **surface water sampling** at 11 designated locations (4 airside and 7 landside – See below).

Surface Water monitoring points – Shannon Airport

Monitoring Point	Location	Co-ordinates
SW1	SRE Rd.	52°42’04.45”N 8°55’48.70”W
SW2	Hangar 1 – Concrete culvert	52°42’29.29”N 8°54’58.49”W
SW3	Sub E	52°42’43.50”N 8°54’26.45”W
SW4	Rwy 24 END	52°42’45.47”N 8°54’06.39”W
SW5	Outer canal – close to Hangar 2	52°42’17.03”N 8°54’20.61”W
SW5B	Outer canal – close to Hangar 2	52°42’18.41”N 8°54’21.71”W
SW6	Inner canal – close to Hangar 3	52°42’17.35”N 8°54’22.44”W
SW7	Canal Pump House	52°41’23.79”N 8°54’37.30”W
SW9	Lagoon sluice	52°41’06.26”N 8°55’58.50”W
SW10	Car Hire channel post interceptor	52°41’23.18”N 8°55’39.47”W
SW12	Golf club	52°41’20.60”N 8°56’10.20”W



- The service provider will be escorted by SAA DAC staff when taking surface water samples on the airfield within the aerodrome boundary (airside only). Landside locations can be accessed on an unescorted basis.

2.1.2 Raw and Potable water

- On a monthly basis an SAA DAC representative will collect **raw water** samples (3 locations) for analysis as per schedule and will also collect **potable water** samples (3 locations) quarterly and will make these available to the Service provider's representative for transport to the lab.

  Raw water samples taken at source (Rosroe Lough) and at the primary stages of treatment at the airport treatment plant (Firgrove) will be subject to operational suites of tests as indicated in Appendix 2.

  Specific testing requirements of the raw and/or potable water samples may include for pesticides, trihalomethanes, *Cl. Perfringens, Ps. aeruginosa* and radiation as necessary.

  Radiation testing of the drinking water (one sample taken annually) will be based on the *European Union (Radioactive Substances in Drinking Water) Regulations, 2016 (S.I. No.160/216).* The parameters to be tested will be based on Gross Alpha activity and Gross Beta activity and measured in Bq/l. The analysis type will be Liquid Scintillation Counting.

2.1.3 Cold water storage / hot water systems

- Twice annually, **Legionella and TVC testing** (22^0C & 37^0C) samples will also be required at a maximum of 7 locations on the airport campus.

- The service provider will be escorted by SAA DAC staff when taking legionella samples in the terminal and associated buildings.

2.1.4 Trade Influent / Effluent

- **Trade effluent** samples (Influent & Final Discharge effluent) will be taken twice annually at the WWTP on Dernish Island to validate the WWTP service provider's operational processes and compliance with discharge limits.

- The parameters to be tested will be as outlined in the Airport Discharge Licence (WP 87) requirements and as listed in Appendix 2

- SAA will provide access to the WWTP for the laboratory's representative for the collection of influent/effluent samples. The laboratory will be responsible for analysis of all the above sample types.

2.1.5 Ground water (Borehole) testing

The requirement is to perform groundwater sampling at the boundary of fuel farm in Shannon Airport annually (usually in May/June each year).

- The sampling is to be carried out using the low flow sampling method at 6 nominated locations (BH1, BH2, BH3, BH4, BHA and the sump). On-site/In-field analyses of set parameters are to be taken followed by lab analysis of the sample for total petroleum hydrocarbons (TPH). A drawing of the borehole locations are outlined below.

Groundwater monitoring points – Airport Fuel Farm



- At each location a low flow sampling procedure should be implemented, and a sample taken when the *in-situ* readings have stabilised. The sample should then be removed and brought back to the lab for TPH analysis.

- The parameters to be tested will be as outlined in Appendix 2

2.1.6 PFAS testing

The requirement is to perform PFAS testing annually on 3 types of water samples:

- Surface water (2 locations – SW 7 and SW 9)
- Wastewater (1 location – Final Effluent)
- Potable water (1 location – Camp Reservoir)

The Sum of PFAS is the parameter to be applied and refers to the combined total concentration of multiple individual per- and polyfluoroalkyl substances (listed in Appendix 2) measured in water specifically surface, wastewater and potable types in this instance.

2.1.7 Supplementary / Ad Hoc testing

There may be occasions where additional sampling of locations or sampling for new parameters is required. The successful service provider shall confirm their capability in this regard.

2.1.8 Water Quality Reporting

The laboratory results of the analysis must be provided as soon as available and in an easy to read format. An excel sheet with all potable water and legionella results must be provided. The excel spreadsheet must be updated by the service provided after each round of monitoring results.
Surface water and trade effluent results should be provided in a separate excel sheet. Final laboratory certs of all results should be provided in pdf format.

A monthly report with surface water locations and results should be provided. The report should also contain a brief description of observed water conditions during sampling (odour, appearance, hydrocarbon sheen, dry due to no rainfall etc.) and any

other relevant observations. The final format of the report will be agreed on appointment.

2.2 Air Quality Monitoring

Attendance at site for quarterly diffusion tube monitoring at 4 locations to be agreed on award of contract. The diffusion tube survey will be for 1 month in each quarter. The parameters to be monitored are nitrogen dioxide, sulphur dioxide and benzene, toluene & xylene.

Twice annually 30 days monitoring for PM_{10} at 2 locations at the airport site. This should be by gravimetric methods or equivalent. Options and capabilities for the provision of $PM_{2.5}$ type monitoring should be outlined also.

2.2.1 Air Quality Reporting

The Service Provider shall electronically submit all air quality analysis results in an organised spreadsheet format, including the raw data with clear steps of any correction factors and statistical functions that are applied.

A summary report of air quality should be provided monthly. The report should list all monitoring locations, results and observations and include reference to existing air quality standard limit values. Copies of each report shall also be supplied in computerised electronic format.

The Service Provider must confirm that they can meet the reporting requirements as set out in the table below.

Table 1.0 -Summary of Air & Water Reporting Requirements for Shannon Airport

Report	Delivery time	Format
Quarterly Air Monitoring Report	Within 1 month of completion of monitoring	Electronic (Word and pdf version)
Annual Air Monitoring Report	Within 6 weeks of completion of final monitoring round	Electronic (Word and pdf version)
Laboratory reports for surface water	As soon as results available and no later than 14 days from completion of sampling	Electronic (excel and pdf version)
Monthly surface water report	Within 1 month of completion of sampling	Electronic (Word and pdf version)
Laboratory reports for raw & potable water, trade effluent and legionella	As soon as results available and no later than 15 days from completion of sampling. In the event of positive result for legionella or bacteriological parameters for potable water	Electronic (excel and pdf version)

	Shannon Airport must be informed by email or phone immediately.	
Groundwater / Borehole monitoring	Within 1 month of completion of sampling	Electronic (excel and pdf version)
PFAS	Within 2 months of completion of sampling	Electronic (excel and pdf version)
Radiation	Within 2 months of completion of sampling	Electronic (excel and pdf version)

Data Ownership

All sampling data, laboratory results, reports, spreadsheets, calculations and associated records generated under this contract shall remain the property of Shannon Airport Authority DA

3. General Requirements for Shannon Airport

The successful service provider shall demonstrate, to the satisfaction of the Shannon Airport Authority DAC, a satisfactory track record in similar water and air quality projects.

- The Service providers shall include a list of references (at least three) where they have undertaken similar sampling, analysis and reporting in the previous last 5 years.

- Details of all equipment and personnel to be utilised and assigned for this service should be outlined. It must be demonstrated to the Contracting Authorities' satisfaction that the Service provider has enough equipment and resources to undertake this service and provide a consistent quality service for Shannon Airport.

- This equipment shall be suitably maintained and calibrated. Annual calibration certificates shall be made available for all equipment throughout the contract to provide an audit trail and to ensure the reliability of the data. In the event of device/equipment failure/malfunction, the Service provider shall arrange for a replacement device at no extra cost to ensure the ongoing monitoring of the parameters without any undue delay.

- The Service Provider shall not replace key personnel assigned to the contract without prior notification and approval from Shannon Airport Authority DAC, except in circumstances beyond their control.

- The Service provider must provide a schedule indicating how they propose to deploy the equipment and resources throughout the contract period to satisfy the requirements of the contract. This schedule must be maintained unless by prior agreement with the Contracting Authority. On occasion there may be requirement for

a fast emergency type response to attend the airport site to collect samples. The response time must be within 24 hours of the request from the airport representative.

Any result indicating a statutory exceedance, environmental incident, licence non-compliance or potential risk to public health shall be notified to Shannon Airport Authority DAC immediately by telephone and email upon confirmation by the laboratory.

- The Service provider shall advise the Shannon Airport Authority DAC of opening hours and periods when the Service provider or the laboratory may be unavailable e.g. Christmas holidays, Builders Holidays, and this shall be included in the monitoring programme. The Service provider shall advise when the latest time is for receipt of samples for analysis by the laboratory.

- The Service provider shall identify the laboratory/laboratories they propose to use for chemical/bacteriological analysis and supply a copy of relevant schedules / scope of accreditation (e.g. Irish National Accreditation Board (INAB), UKAS or equivalent) of such laboratories. The laboratory shall identify which parameters are analysed in their own facility and which are sub-contracted out to another laboratory and identify same.

  For each parameter, the laboratory shall list as a minimum:

  Method of analysis;
  Limits of detection;
  Level of precision;
  Turnaround time;
  Special bottle, container requirements;
  Form of accreditation applicable to each parameter.

- The laboratory should be ISO/IEC 17025:2017 and Irish National Accreditation INAB accredited. This sets out the general requirements for the competence of laboratories to carry out testing.

- The methods for sampling and analysis of water shall be as per the Standard Methods for the Examination of Water and Wastewater, 24th Edition, 2022, as revised.

  Methods used for testing environmental samples for Legionella species should be based on the standard reference methods ISO 11731:2017.

- Liaison with the Shannon Airport Authority DAC- Safety, Compliance and Environment Manager will be essential on a regular basis. A person shall be nominated by the Service provider as a designated contact person.

Invoicing must be prompt and efficient. The invoicing for a monthly sampling round must be completed within 30 days of the previous month's completion.

The successful Service provider shall comply with site access conditions, Health & Safety regulations and requirements, mandated Work Permit situations, and all necessary security requirements.

All persons who go airside will require security clearance (including access permit ID from Airport Police via Gardaí, and x-ray scanning of equipment) and will always be escorted by a member of the Shannon Airport Authority Maintenance/Engineering team. The Service provider shall include for all time necessary to carry out this procedure.

Note: Considerable time (up to 8 – 9 weeks) may be required to process an approved access permit application via Airport Police (including a Garda enhanced background check/vetting) which includes presenting 2 forms of photo-ID and confirmation of receipt of General Induction Training (on-line training platform access provided by the Shannon Airport Authority DAC), with additional Airside Training if work is required within the restricted airside area (online training also). There is a nominal fee for the access permit to cover the processing of the ID.

For short duration works (less than a day), a Day Pass from the airport id issuing office may be issued under exceptional circumstances to the service provider and they must always be under SAA escort while on the airfield.

Any misuse of the Access Identification Card (AIC) may result in its withdrawal, permanently or for a defined period or in a prosecution of the offender.

Appendix 2: Pricing Templates

Tenderers are required to complete and return the table 7.0 in the Tender Response Document in full with their tender response.

The Fees quoted shall remain valid for the 36-Month Contract Duration and must be **in euro** currency only & exclusive of VAT

Appendix 3: Tenderers' Statement / Form of Tender

Tenderers shall complete and return the following form of Tenderers' Statement / Form of Tender

For Office use only
SAA Procurement Reference: .....
Opened by: ..... & ..... on ...../..... 20 .....

printed on the Tenderers' headed notepaper and signed by the Tenderer.

TENDERERS' STATEMENT

TO: Shannon Airport Authority DAC.

RE : Request for Tender for the Provision of Air and Water Quality Monitoring and Reporting Services at Shannon Airport

Having examined your Request for Tenders (RFT) including the Instructions to Tenderers, Award Criteria, Requirements and Specifications, Terms and Conditions of the Services Contract, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.

2. We accept all of the Terms and Conditions of the Services Contract and the Confidentiality Agreement and agree if awarded any contract to execute the Services Contract in the RFT.

3. We accept all the Award Criteria as set out in Part 3 of the RFT.

4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.

5. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.

6. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the closing date for the receipt of Tenders as specified at paragraph 2.10.2 of the RFT.

7. Our compliance with all relevant legal employment requirements as set out in the RFT, in particular but not exclusively paragraph 2.11.1 of the RFT.

8. We acknowledge that the RFT does not constitute an offer to enter into a contract and neither this document nor any of the information set out therein should be regarded as a commitment or representation on the part of the Contracting Authority or any other person to enter into a contractual arrangement. No commitment of any kind, contractual or otherwise, shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. The Contracting Authority may, at its absolute

discretion, cancel this procurement competition at any time prior to a formal written contract being executed by and on behalf of the Contracting Authority.

9. We shall, if awarded any contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.20.1 of the RFT.

10. We hereby offer to execute and carry out the whole of the Contract, in conformity with the above information, for the sum of: ……Euro and ……..Cent, excluding VAT, (€……ex VAT) as set out in the Pricing Document attached hereto, which includes everything for the proper and full completion of the said Contract.

SIGNED

_____

(Authorised Signatory)

Company: _____

Print name: _____

Address: _____

_____

Date: _____

Appendix 4: Draft Services Contract

Shannon Airport Authority DAC

and

[Service Provider's full legal name (per the CRO]

AGREEMENT

RELATING TO THE PROVISION OF SERVICES [PURSUANT TO REQUEST FOR TENDERS FOR THE PROVISION OF [ ]

This Agreement is dated [ ] 2026

PARTIES

A. **Shannon Airport Authority DAC** , a [a designated activity company/ public limited company] incorporated in Ireland with company registration number 391054 and having its registered office at Shannon Airport, Shannon, County Clare (the **Client**) and;

B. [ ] [a private company limited by shares] [a designated activity company / public limited company] incorporated in [Ireland] with company registration number ( ) and having its registered office at [ ] (the **Service Provider)**

(each a "Party" and together the "Parties").

BACKGROUND

(i) By Request for Tender entitled (Insert title of RFT) advertised in the supplement to the Official Journal of the European Union , OJEU Notice Number _____ of _____ dated _____ or Etenders Number _____of _____dated insert date of Request For Tender ("the RFT") the Client invited tenders from economic operators ("Tenderers") for the provision of the services described in Schedule 1 to the RFT.

References to the RFT shall include any clarifications issued by the Client including but not limited to the messaging facility on www.etenders.gov.ie between [*insert date*] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) are hereby incorporated by reference into this Agreement.

(ii) The Service Provider submitted a response to the RFT dated *[insert date of Tender]* ("the Submission").

References to the Submission shall include any clarifications issued by the Service Provider in writing to the Client between [*insert date]* and *[insert date*] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

(iii) The Parties have agreed that the Service Provider shall supply the Services (as defined below) to the Client strictly on the terms set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. This Agreement is comprised of the following documents, and in the case of conflict of wording in the following order of priority:

   i. This Agreement and Schedules 1 to [ ] attached hereto;
   ii. The RFT; and
   iii. The Submission.

2. The Service Provider agrees to provide the Services described in Schedule 2 ("the Services") to the Client in accordance with this Agreement ("Agreement"). Schedule 2 details inter alia the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission ("the Specification").

3. Subject to the terms of this Agreement the Client agrees to pay the Service Provider the Fees for the provision of the Services is as described in Schedule 3 and the Client shall pay the Fees for the Services in accordance with the provisions of Schedule 2 and Clause 6 *(Fees and Payment)* of this Agreement.

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

5. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.

6. The Client reserves the right to extend the Term for a period or periods of up to *[insert number*] months with a maximum of [*insert number]* such extensions permitted subject to its obligations at law.

7. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

8. The Service Provider shall accept this Agreement to the exclusion of the terms or conditions stipulated or referred to by the Service Provider.

Signed for and on behalf of the Client

_____
Name:
Director/Authorised Person

Signed for and on behalf the Service Provider

_____
Name:[1]

Schedule 1: Terms and Conditions

1. Definitions and interpretation

1.1 Definitions

[1] *(signature of person authorised to sign on behalf of the Service Provider)*

In these Conditions the following words and expressions shall have the following meanings:

"Applicable Law" means any law applicable in the State (without further enactment) and shall include common law (including the law of equity), statute, regulation, directives, decision or, proclamation and any delegated or subordinate legislation (including any rule, order, notice, bye-law, decision or instruments) and further including any code of practice or code of conduct which is enforceable by law;

"Associate" means in relation to a party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect control of that party from time to time;

"Best of Industry Standards" means those practices, methods and procedures conforming to safety, legal, professional and regulatory requirements which are attained by exercising that degree of skill and care which would reasonably be expected from a competent consultant experienced in providing services similar to the Services in Ireland.

"Control" means in relation to any entity other than a partnership, the power of a person to secure (A) by means of the holding of shares or the possession of voting power in or in relation to that or any other entity; or (B) by virtue of any powers conferred by the articles of association or other document regulating that or any other entity, that the affairs of the first mentioned entity are conducted in accordance with that person's wishes; and in relation to a partnership means the right to a share of more than 50% of assets or income of the partnership.

"Confidential Information" means all information disclosed prior to and the during the course of the Services which is considered to be proprietary or confidential to the Client or any of its subsidiaries or affiliates, including but not limited to; tangible, intangible, visual, electronic, current or future information, such as (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, surveys, studies, development, project plans, data, designs and know-how; (d) business information, including funding, operations, personnel, planning, marketing interests, Clients and products; (e) the terms of this Agreement and the discussions, negotiations and proposals in respect of the Services related thereto; and (f) any information acquired during any visit to the other party's premises or during the course of discussions in relation to the Services. Confidential Information also includes Intellectual Property Rights.

"Contract Year" means each consecutive period of twelve (12) months commencing from and including the Effective Date;

"Data Protection Laws" means the General Data Protection Regulation (EU 2016/679) ("GDPR") the Irish Data Protection Acts 1988 to 2018 and other applicable national and European privacy legislation and regulations.

"Force Majeure" means, in relation to any Party, any circumstances or event beyond the reasonable control of that Party (excluding strikes, lockouts, go-slow, industrial disputes of the Service Provider's organisation or any of its sub-contractors or agents), which could not have been avoided by taking reasonable precautions and provided in each case that such event does not arise directly or indirectly as a result of any wilful act or default of the Party claiming relief and results in that party being unable to meet or perform its obligations under this Agreement.

"**Fee (s)**" means the fee(s) payable by the Client to the Service Provider in respect of the Services, as more particularly set out in the provisions of clause 6 and the Pricing Schedule as per Schedule 2.

"Intellectual Property Rights" means any and all rights pertaining to discoveries, trade secrets, concepts, ideas, improvements to existing technology (whether or not written down or otherwise converted to tangible form) including, without prejudice to the generality of the foregoing, all intellectual and/or industrial property rights including copyrights, patents, patent applications, design rights, trade secrets, rights in confidential business information, trademarks, trade names, domain names, service marks, utility models, moral rights, topography rights, rights in databases and know-how in all cases whether or not registered or registerable and including registrations and applications for registration of any of these rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.

"Invoice" means an Invoice which is furnished by the Service Provider and which complies with the requirements of clause 6 (*Fees and Payments*).

"Key Personnel" means the personnel responsible for the provision of the Services as detailed in the Submission.

"**Material Breach**" means a breach of a term of this Agreement that either party considers on reasonable grounds to be a fundamental term of this Agreement.

"**Services**" means the Services set out in Schedule 2, including for the avoidance of doubt the Services requested in the RFT, the responses outlined in the Submission and any clarification queries and replies set out and attached, which contains details of the Services to be provided under this Agreement and all other Services to be provided by the Service Provider under this Agreement which may be agreed in writing between the parties.

["**Service Level Agreement"** means the service level agreement provided by the Client to the Service Provider attached in Schedule 5;]

"Sub-contractor" means an individual or entity that enters a contract with the Service Provider to perform part or all of the obligations of the Service Provider under this Agreement.

"Taxation" and "Tax" means all forms of taxation, duties, imposts and levies, withholdings, rates and charges of whatsoever nature whether of Ireland or elsewhere in any part of the world wherever or whenever arising, credited or imposed including, without prejudice to the foregoing, income tax (including income tax or amounts on account of income tax required to be deducted or withheld from or accounted for in respect of any payment), corporation tax (including any surcharge), advance corporation tax, gift tax, capital gains tax, capital acquisitions tax, inheritance tax, property tax, wealth tax, value added tax, PAYE deductions, national insurance, health levy, employment training levy, professional services withholding tax, relevant contractor tax, subcontractors' tax, sales tax, rates, dividend withholding tax, deposit interest retention tax, customs and other import and export duties, duties of excise, petroleum revenue tax, environmental levies (including environment levy on plastic bags), stamp duty, capital duty, pay related social insurance or other similar contributions and generally all taxes, duties, imposts, withholdings, levies, rates and charges whatsoever on or in relation to income, profit, gains, sales, receipts, use or occupation and any taxes, duties, imposts, withholdings, levies, rates and charges whatsoever on or in relation to income, profits, gains, sales, receipts, use or occupation and any taxes, duties, imposts, withholdings, levies, rates and charges supplementing or replacing any of the foregoing and any interest, charges, surcharges, fines, penalties in connection with any of the foregoing and all other taxes on gross or net income, profits or gains, distributions, receipts, sales, use, occupation, franchise, value added and

personal property, and any permanent whatsoever which the company may be or become bound to make to any person as a result of the discharge by that person of any tax which either Party has failed to discharge, together with all penalties, charges and interest relating to any of the foregoing or to any late or incorrect return in respect of any of them, and regardless of whether any such taxes, levies, duties, imposts, charges, withholdings, penalties and interest are chargeable directly or primarily against or attributable directly or primarily to either Party, or any other person and of whether any amount in respect of any of them is recoverable from any other person and **Taxation** shall be construed accordingly.

"**TUPE Regulations**" means the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I No. 131 of 2003) and Council Directive 2001/23/EC.

"VAT" means Value Added Tax within the meaning of the Irish VAT Consolidation Act 2010, as may be amended from time to time and the "Vat Act" shall be construed accordingly.

"Working Days" are days that are not a Saturday, Sunday, a public holiday established under the Organisation of Working Time Act 1997, Christmas Eve or Good Friday.

1.2 Interpretation

In these Conditions, unless the context otherwise requires:

1.1. A reference to the or this Agreement includes these Conditions and the schedules;
1.2. headings, sub-headings and the contents page are for ease of reference only and do not affect the construction of these Conditions;
1.3. words in the singular include the plural and vice versa;
1.4. words in a gender include all genders;
1.5. any phrase introduced by the terms including or includes or in particular or any similar expression is to be construed as illustrative and without limitation;
1.6. any reference to persons is deemed to include a reference to a natural person, firm, partnership, company, corporation, association, body corporate, trust, investment fund, government, state or agency (in each case whether or not having a separate legal personality) but a reference to an individual is deemed to be a reference to a natural person only;
1.7. if more than one person is identified as the Service Provider, they are jointly and severally liable to the Client;
1.8. references to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.
1.9. a reference to "indemnify" any person against any circumstance includes indemnifying and keeping him harmless from all actions, claims, demands, awards, penalties, fines and proceedings (including any liability to taxation) from time to time made against him and all loss or damage and all payments, costs or expenses (including legal and other professional costs) made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;

2. Service Providers Obligations

2.1. During the Term, the Service Provider agrees to supply and deliver the Services subject to and in accordance with this Agreement and the Client's directions.

2.2. The Service Provider undertakes to act with due care, skill and diligence in the supply of Services and generally in the carrying out of its obligations under this Agreement.

2.3. In consideration of the Fees and subject to clause 6 *(Fees and Payments)* the Service Provider shall:

2.3.1 supply and deliver the Services in accordance with the Specification, the RFT, the Client's direction and the terms of this Agreement;

2.3.2 supply the Services in accordance with Best of Industry Standards and comply with all Applicable Law including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations") . The Service Provider shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement;

2.3.3 comply with all local security and health and safety arrangements as notified to it by the Client; and

2.3.4 comply with all reasonable directions issued by the Client.

2.4. The Service Provider is deemed to be the prime contractor under this Agreement and the Service Provider assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Service Provider as prime contractor under the Submission hereby assumes liability for its Sub-contractors and shall ensure that its Sub-contractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 2.3.2 above, to the extent that it or they are retained by the Service Provider. The Service Provider shall notify the Client as soon as possible of any changes to the name and contact details of its Sub-contractors.

2.5. The Service Provider shall comply with all applicable obligations arising pursuant to the TUPE Regulations and failure to so comply shall constitute a material breach of this Agreement.

2.6. Except as expressly provided otherwise under this Agreement, the Service Provider is responsible for supplying and delivering the Services, and performing its other obligations under this Agreement, at its own cost and risk.

2.7.1 During the Term, the Client may request the Service Provider to complete smaller projects as part of the Services contemplated in this Agreement ("Mini Project"). In the case of a Mini Project, the Service Provider will be requested to submit to the Client:

2.7.1.1 a cost proposal to deliver the Mini Projects which will include an expected cost saving to the Client ("Expected Cost Saving") on the successful delivery of the Mini Project.

2.7.1.2 a project programme timeline for the delivery of the Mini Project outlining key milestones and the expected completion date.

2.7.1.3 In the event the service provider does not complete the Mini Project by the expected completion date, the Client reserve the right to apply liquidated damages of 5% of the Expected Cost Saving, which represent a genuine pre-estimate of the loss suffered by the Client due to the delay.

3. Clients Obligations

3.1. The Client acknowledges that the Service Provider may from time to time be dependent on the Client to facilitate the Service Provider in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Service Provider within the timescales and in the manner agreed by it in writing between the parties.

4. Key Personnel

4.1. Unless the Key Personnel are removed in accordance with clause 4.2, or cease to be employed by or contracted to the Service Provider, are taken ill, are injured or are on maternity or paternity leave, the Service Provider will use all reasonable endeavours to ensure that the Key Personnel shall continue to provide the Services to the Client until successful completion of the Services. With the exception of a member of the Key Personnel who ceases to be employed by or contracted to the Service Provider, who is taken ill, is injured or is on maternity or paternity leave, the Key Personnel may only be removed by the Service Provider in advance of the completion of the Services with the prior written consent of the Client, such consent not to be unreasonably withheld. In all cases, Key Personnel must be replaced with an employee, agent or sub-contractor of equal or higher ability. Prior to the removal of any Key Personnel in accordance with this clause 4, the Service Provider shall (where possible in advance of any such removal) furnish the Client with a copy of the proposed replacement's curriculum vitae and all details required to enable the Client to satisfy itself that the employee, agent or sub-contractor is appropriately qualified for the provision of the Services.

4.2. If at any time during the Term of this Agreement the Client reasonably determines that any employees, agents, sub-contractors or business partners of the Service Provider are not suitable for the provision of the Services, it shall notify the Service Provider of its decision and the Service Provider shall then propose further employees, agents or Sub-contractors or business partners of equal or higher ability.

5. Warranties, Representations and Undertakings

5.1. The Service Provider acknowledges, warrants, represents and undertakes that:

5.1.1. It has the authority and right under law to enter into this Agreement and to supply the Services hereunder;

5.1.2. It is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;

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

5.1.4. it will perform the Services with skill, care and diligence and the Services will be fit for any purpose set out in this Agreement;

5.1.5. it will comply with all Applicable Law, statutory requirements and regulations and Best of Industry Standards relating to the carrying out of the Services;

5.1.6. it will ensure that all and any necessary consent and or licences are obtained and in place for the purpose of this Agreement including licences for all Intellectual Property that are necessary to perform its obligations under this Agreement;

5.1.7. [(**where applicable**2) It has inspected the Client's premises and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement.]

5.1.8. the Client shall be under no obligation to purchase any minimum number or value of Services.

5.2. The Service Provider undertakes to notify the Client forthwith of any material change to the status of the Service Provider with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 5.1 and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

6. Fees and Payment

6.1. In consideration of the supply and delivery of the Services by the Service Provider in accordance with this Agreement, the Client shall pay the Service Provider the Fees for the Services delivered under this Agreement in accordance with Schedule 3.

6.2. All amounts due under this Agreement are exclusive of VAT and the Client may withhold and deduct any amount on account of Tax required by law or the practice of any taxation authority.

6.3. Subject to the provisions of this clause 6, the Client shall pay and discharge the Fees, plus any applicable VAT (based on Irish Revenue VAT rules). The Service Provider will submit all invoices to the relevant Client electronically to Accounts Payable at accounts@shannonairport.ie Invoices must comply with the provisions of Chapter 2 of Part 9 of the VAT Act.

6.4. All Fees shall be payable in Euro (€) unless otherwise agreed with the Client.

[2] Delete and replace with "Not Used" if not applicable:

6.5. Payment shall be made within 30 days of receipt by the Client of a valid invoice, quoting the Client's purchase order number. For the avoidance of doubt, an invoice shall not be deemed valid until all criteria for a valid payment specified in the invoice have been complied with. If the Client determines that part of or the whole of the information in the Invoice is not adequate or accurate to enable payment to be made or part or the whole of the amount of the Invoice is in dispute, the Service Provider will be notified in writing by the Client and, at the discretion of the Client, payment of the entire Invoice may be withheld until the dispute is resolved and an updated and agreed Invoice or credit note, if applicable, is received.

6.6. The terms of Regulations of SI No 580 of 2012, the European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to the terms of this Agreement.

6.7. The Fees shall include any and all expenses incurred by the Service Provider, its employees, servants and agents in the performance of the Services.

6.8. Any Service Provider pre-printed terms and conditions are prohibited.

6.9. Discharge of the Fees is subject to the following:

6.9.1. compliance by the Service Provider with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place from time to time;

6.9.2. the furnishing by the Service Provider of a valid invoice and such supporting documentation as may be required by the Client from time to time; and

6.9.3. the requirement for the Service Provider to provide a certificate and registration numbers of its current valid Tax Clearance Certificate issued by the Revenue Commissioners certifying that a person or company is compliant with their tax obligations.

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

6.11. The Client shall discharge Fees as provided for in this clause 6 subject to the retention by the Client in accordance with clause 523 of the Taxes Consolidation Act, 1997 of any withholding taxes payable to the Irish Revenue Commissioners by the Service Provider under the Agreement (these include Professional Services Withholding Tax – PSWT). The Service Provider acknowledges and confirms that any and all taxes applicable to the provision of the Services will be the sole responsibility of the Service Provider.

6.12. All payments to be made by the Client under this Agreement are stated on a gross basis and are subject to the making of any deduction or withholding on account of Tax as is required by any Applicable Laws (including, for the avoidance of doubt, Professional services withholding tax, if applicable) or the practice of the Revenue Commissioners (whether such laws or practice are in force at the date of the Agreement or at any time in the future). The Service Provider shall accept the net amount paid after deduction or withholding in discharge of the Client's liability to make payment to the same extent as if the deduction or withholding had not been made. For the avoidance of doubt, the Client will apply the provisions of:

6.12.1. Chapter 2 of Part 18 of the Taxes Consolidation Act 1997, if the Agreement is to be treated as a "relevant Agreement" for the purposes of Relevant Agreements Tax (and the Client and Service Provider acknowledge that where Relevant Agreements Tax applies, there are particular VAT provisions which apply under law and the Parties agree to comply with such provisions); and

6.12.2. Chapter 1 of Part 18 of the Taxes Consolidation Act 1997, to any payment that is deemed to be in respect of a professional service.

6.13. The Service Provider warrants, represents and undertakes that it has and shall maintain a valid VAT registration number and current tax clearance certificate, and that it shall continue to hold, in good standing, current issues of all such certificates for the term of the Agreement and shall provide a copy thereof to the Client promptly upon request, both during and after the term of the Agreement.

7. Insurance Requirements

7.1. The Service Provider shall procure and maintain the insurances set out in Schedule 4 *(Insurance* Requirements) and any other insurances as may be required by Applicable Law and all such insurances shall be placed with reputable insurers approved by the Client.

7.2. Unless an exemption is provided for in Schedule 4, the Service Provider's insurance policy for Professional Indemnity and Employers and Public Liability shall contain a provision indemnifying the Client against any claim made in respect of which the Service Provider is entitled to indemnity.

7.3. The Service Provider shall not take any action or fail to take any reasonable action, or (insofar as it is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Service Provider or the Client is an insured, a co-insured or additional insured person.

7.4. On request, the Service Provider shall produce to the Client evidence of the insurance covers and evidence of payment of all premiums.

7.5. Failure to maintain the required level of cover will be deemed a material breach of this Agreement. If the Service Provider does not on request prove that its insurances are fully in force as required by this Agreement, the Client may insure and recover the cost from the Service Provider.

8. Indemnities and Liability

8.1. The Service Provider shall indemnify, keep indemnified and hold harmless the Client from and against all proceedings, actions, costs (including legal costs), charges, claims, expenses, damages, liability, losses and demands in respect of:

8.1.1. any sickness or injury to or death of any person or in respect of any loss of or damage to any property caused by or arising from any act, negligence, breach of contract, default or omission of the Service Provider in connection with the performance of the Service Provider's obligations under this Agreement;

8.1.2. any damage caused by or to the Services;

8.1.3. any defects therein caused by or arising from any act, negligence, breach of contract, default or omission of the Service Provider in connection with the performance of the Service Provider's obligations under this Agreement;

8.1.4. any claims made under the TUPE Regulations by employees in respect of whom the TUPE Regulations may be deemed to apply in connection with this Agreement as a result of the Service Provider's failure or incapacity to fulfil its obligations under the said TUPE Regulations; or

8.1.5. any claims that the provision of Services infringes the Intellectual Property Rights of any third party;

8.2. The Service Provider's liability to the Client arising under any indemnity in this clause 8 shall be without prejudice to any other right or remedy available to the Client and will be without limitation to any indemnity given by the Client under any other provision of this Agreement.

8.3. The Service Provider shall, at the request of the Client, assign to the Client the benefit of all warranties, indemnities and other covenants received by the Service Provider from any third party in connection with the Services.

8.4. The Service Provider shall not be liable, whether in contract, tort (including negligence), or otherwise, under or in connection with this Agreement for any loss of profits; loss of business; loss of contracts; loss of or damage to goodwill; loss of or corruption of data; or any indirect or consequential loss.

8.5. The Service Provider's total aggregate liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for any and all claims arising under or in connection with this Agreement is limited to an amount equal to ten times the total Fees paid] and payable by the Client during the term of this Agreement.

9. Remedies

9.1. The Service Provider shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Service Provider, its employees, Sub-contractors or agents or any of them or as a result of the Service Provider's

failure to exercise skill, care and diligence as outlined in this Agreement. The terms of this clause 8 shall survive termination of this Agreement for any reason.

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

9.3. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Service Provider to deliver Services, the Client shall be entitled to recover from the Service Provider any excess costs which may be paid by the Client.

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

9.5. Time of delivery shall be of the essence and if the Service Provider fails to deliver the Services within the time period promised or specified in the Specification, the Client may by notice in writing to the Service Provider's Contact release itself from any obligation to accept and pay for the Services and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

<u>Remedy for breach of Warranty:</u>

9.6. The warranties and remedies provided for in this clause 9 shall be in addition to those implied by or available at law or in equity and shall continue in force notwithstanding acceptance by the Client of all or part of the Services in respect of which such warranties and remedies are available. If, in respect of or in connection with any warranty claim, any amount payable by the Service Provider to the Client is subject to taxation, the amount to be paid by the Service Provider to the Client shall be such so as to ensure that the net amount retained by the Client after such taxation has been taken into account and after taking into account the benefit of any taxation saving which the Client may obtain as a result of the matter which gave rise to the warranty claim is equal to the full amount which would be payable by the Service Provider had the amount not been subject to taxation.

10. Termination

10.1. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving [insert period of time months] written notice on the Service Provider.

10.2. The Client may terminate this Agreement with immediate effect by notice in writing to the Service Provider where there is a material breach by the Service Provider of this Agreement.

10.3. Termination of this Agreement for any reason shall be without prejudice to the rights and remedies of either party in relation to any act, omission or default of the other prior to such termination.

10.4. Either Party shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

10.4.1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party; and/or

10.4.2. if the other Party becomes insolvent, becomes bankrupt, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect; and

10.4.3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Service Provider which cannot, in the opinion of the Client, be removed by other means.

10.5. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the excluding circumstances listed in Article 45 of EU Directive 2014/24/EU as implemented into Irish law by European Communities (Award of Contracts by Public Sector) Regulations 2016 (S.I. No. 284/2016) apply to the Service Provider.

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

10.7. If requested by the Client, the Service Provider shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Service Provider agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10.8. If requested by the Client, the Service Provider shall promptly return all Confidential Information, records, papers, materials, media and other property of the Client which is in its possession. As an exception to its obligations under this clause 10 the Service Provider may retain one copy of the materials, in paper form, in the Service Provider's legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Agreement.

11. Intellectual Property

11.1. The Intellectual Property Rights in any materials produced by the Service Provider for the purposes of this Agreement which the Service Provider has created and/or developed for the purpose of performing its obligations under this Agreement shall be vested in the Client, and the Service Provider hereby assigns to the Client all Intellectual Property Rights, title and interest in the materials to the Client absolutely.

11.2. Any Intellectual Property Rights existing prior to the date of this Agreement and all Intellectual Property Rights in any materials acquired or developed by the Service Provider or Client independently of this Agreement shall be considered pre-existing Intellectual Property Rights and the Service Provider hereby grants to the Client a royalty free non-exclusive licence to use the pre-existing Intellectual Property Rights for any purposes whatsoever in connection with the Client's business and such licence shall carry with it the right to grant sub-licences and shall be transferable to third parties.

11.3. The Service Provider hereby indemnifies and agrees to keep indemnified the Client and its directors, officers, managers, employees and servants and agents from and against all loss, damages, claims, costs and expenses for which the Client is or becomes liable or which is incurred by the Client as a result of any infringement, or any alleged infringement of any third party's Intellectual Property rights in respect of the supply of the Services to the Client.

12. Data Protection

12.1. The Service Provider shall comply with the requirements of Data Protection Laws and shall comply with all reasonable directions of the Client with regard to the processing of personal data by or on behalf of the Client within the meaning of the Data Protection Laws and if applicable the parties shall enter into a separate data processing agreement.

13. Environmental, Social, and Governance

13.1. The Service Provider shall comply with the Clients Environmental, Social, and Governance (ESG) requirements as outlined in Schedule 7.

14. Force Majeure

14.1. If either party is affected by Force Majeure, it shall promptly notify the other party of the nature and extent of the circumstances in question and the anticipated length of time that such Force Majeure shall continue.

14.2. Notwithstanding any other provisions of this Agreement, neither Party to this Agreement shall be deemed to be in breach of the Agreement, or any part thereof or otherwise be liable to the other, for any delay in performance or the non-performance 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 writing in accordance with clause 25, and the time for performance of that obligation shall be extended accordingly, provided that where any event of Force Majeure continues for any period in excess of four (4) months, either Party may terminate this Agreement upon written notice to the other. If at any time the Service Provider claims Force Majeure in respect of its obligations with regard to the supply of Services the Client shall be entitled to obtain from any other person such part of the Services as the Service Provider is unable to supply or perform.

15. Agreement Management

15.1. For the purposes of this Agreement, the Client's Contact is [insert contact name] of [insert contact address] and the Service Provider's contact is [insert contact name] of [insert contact address].

15.2. For the purposes of this Agreement, the Client's Manager is [*insert contact name*] of *[insert contact address]* and the Service Provider's Manager is [*insert contact name*] of [*insert contact address*].

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

15.4. The Service Provider agrees to:

15.4.1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Service Provider's obligations under the Agreement;

15.4.2. maintain such records and comply with such reporting arrangements and protocols required by the Client from time to time;

15.4.3. comply with all reasonable directions of the Client; and

15.4.4. comply with the service levels and performance indicators set out in Schedule 5 (Service Level Agreement).

16. Access to premises

16.1. Any of the Client's premises made available from time to time to the Service Provider by the Client in connection with this Agreement, shall be made available to the Service Provider on a non-exclusive licence basis and shall be used by the Service Provider solely for the purpose of performing its obligations under this Agreement. The Service Provider shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

16.2. The Service Provider shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Sub-contractor or agent) where the Services are being performed for the Client under this Agreement.

17. Equipment

17.1. The Service Provider shall provide all equipment and materials necessary for the provision of the Services ("Equipment").

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

17.3. The Service Provider shall maintain and store all items of Equipment within the Client's premises in a safe, serviced and clean condition.

17.4. The Service Provider shall, at the Client's written request, at its own expense and as soon as reasonably practicable:

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

17.4.2. replace such item with a suitable substitute item of Equipment.

17.5. On completion of the Services the Service Provider shall remove the Equipment used by the Service Provider to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Service Provider is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Service Provider or any of its employees or Sub-contractors.

18. Dispute Resolution

18.1. Save where the parties otherwise agree any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 18.

18.2. The parties agree that the supply of Services by the Service Provider shall continue in accordance with the terms of this Agreement during such time as a difference is being resolved in accordance with this clause 18.

18.3. The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

18.4. The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

18.4.1. Within 7 days of service of the notice, the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.

18.4.2. If the dispute has not been resolved within 7 days of the first meeting of the contract managers, then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within 7 days to discuss the dispute and attempt to resolve it.

18.4.3. The specific format for the resolution of the dispute under clause 18.4.1 shall be left to the reasonable discretion of the parties, but may include the preparation and

submission of statements of fact or of position and if resolved a written memorandum prepared jointly and signed by both parties confirming the resolution of the dispute.

18.4.4. If the dispute has not been resolved within 14 days of the first meeting of the chief executives (or equivalent) then the matter may be referred to mediation by either Party.

18.4.5. The identity of an independent mediator shall be agreed in advance by the Parties. However, if the Parties are unable to agree on a mediator or if the mediator is unable or unwilling to act, either Party may apply to The Centre for Effective Dispute Resolution (CEDR) Ireland to appoint a mediator.

18.4.6. Any submissions made to and discussions involving the mediator shall be treated in confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and are agreed to be without prejudice and legally privileged.

18.4.7. The Parties shall share equally the cost of the mediator.

18.4.8. Notwithstanding the above the Parties agree and acknowledge that it may be necessary to have recourse to the Courts of Ireland in certain circumstances (including, but not limited to, where interim or interlocutory relief is sought by either party) and in these circumstances the parties agree that the provisions of this clause 18 shall not apply.

19. Confidentiality

19.1. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-

19.1.1. its professional advisers subject to the provisions of this clause 19; or
19.1.2. as may be required by law; or
19.1.3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 19; or
19.1.4. the order of a court of competent jurisdiction or that of a competent regulatory authority.

19.2. The Service Provider undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited in the RFT("the Confidentiality Agreement"). The obligations in this clause 19 will not apply to any Confidential Information:

19.2.1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
19.2.2. which is or becomes public knowledge other than by breach of this clause; or
19.2.3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
19.2.4. is lawfully received by the disclosing Party from a third party (with full right to disclose).

19.3. **Delete where not applicable**. The Service Provider acknowledges that the security of the Airport is of paramount importance to the Client. Accordingly the Service Provider confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Sub-contractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Service Provider further acknowledges that checks may be carried out in relation to all such personnel by police or other competent authorities and the Service Provider shall comply with all reasonable directions of the Client arising therefrom.

19.4. Each party shall indemnify and keep indemnified the other party against any breach of the terms of this clause 19 and against all related or connected claims, demands, proceedings, damages, costs, charges and expenses.

19.5. The terms of this clause 19 shall continue in force notwithstanding the suspension, termination and/or expiry of this Agreement.

GENERAL PROVISIONS:

20. Assignment and Subcontracting

20.1. Subject to a Party's obligations at law, any assignment to a third party or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement.

20.2. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void. Subject to a party's obligations at law, any sub-contract of a party's rights or obligations under this agreement requires the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void.

21. Non exclusivity

Nothing in this Agreement shall preclude the Client from purchasing services (or Services) from a third party at any time during the currency of the Agreement.

22. Media

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

23. Non solicitation

23.1. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Service Provider shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

24. Conflicts, Registrable interests and Corrupt Gifts

24.1. The Service Provider confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Sub-contractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Service Provider hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

24.2. Any registrable interest involving the Service Provider (and any Sub-contractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Service Provider (Sub-contractor or agent as the case may be) and the Service Provider shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.

24.3. The Service Provider shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 24 or the commission of any offence by the Service Provider, any Sub-contractor, agent or employee under the Prevention of Corruption Acts, 1889 to 2010 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Service Provider of the amount or value of any such gift, consideration or commission.

25. Notices

25.1. Any notice or other communication whether required or permitted to be given by one party hereto to the other shall be in writing addressed to the address of the other party specified in this Agreement, and may be given by hand, post or email, and, where given by hand or post, shall be deemed to have been duly given if signed by on or on behalf of a duly authorised officer of the party giving the notice and;

25.1.1. if delivered by hand, at the time of the delivery to the address or its duly authorised agent;

25.1.2. if sent by post, three business days after posting if addressed to the party to whom such notice is to be given at the address supplied by such party to the party giving the notice (or such other address as is from time to time notified to the other party hereto), or

25.1.3. if sent by email to the correct email address of the party to which it is being sent (the intended recipient having notified the sender of the correct email address), it shall be deemed to have been given on the next calendar day following transmission.

26. Waiver

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

27. Severability

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

28. Entire Agreement

This Agreement (including the documents and instruments referred to herein) supersedes all prior representations, arrangements, understandings and agreements, whether written or oral, (including, for the avoidance of doubt, any pre-contractual misrepresentations or misstatements, other than any which have been made fraudulently) made by or on behalf of, or entered into between, the parties relating to the subject-matter, or terms or conditions of, this Agreement (including any of the Service Provider's own terms and conditions of sale, which the Service Provider hereby waives) and sets forth the entire, complete and exclusive agreement and understanding between the parties relating to any and all such matters.

29. Survival

The provisions of clause 7 (*Insurance*), clause 8 (I*ndemnities and Liability),* clause 19 (*Confidentiality*) and this clause 29 (*Survival*) shall survive termination or expiry of this Agreement.

30. Variations

No release, discharge, amendment, modification or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of the parties.

31. Counterparts

This Agreement may be executed in counterparts and by the different parties on separate counterparts, each of which when executed and delivered shall constitute an original, all the counterparts together constituting the same agreement. Transmission of an executed counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement and each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

32. Governing Law and Jurisdiction

32.1. This Agreement and all relationships created by and arising out of or in connection with it, together with all Disputes, will in all respects be governed by and construed in accordance with Irish law.

32.2. Subject to clause 18 (Dispute Resolution), the Irish courts will have exclusive jurisdiction to hear, settle and/or decide any dispute and each of the parties agrees that the Irish courts are the most appropriate and convenient courts to hear and decide any dispute and therefore that they will not argue to the contrary.

SCHEDULE 2: Services: The Specification

The Service Provider will agree to undertake all the specifications stated in the RFT that supports the Agreement.

Specifications for the Services.

SCHEDULE 3: Fees (including payment milestones)

SCHEDULE 4: Insurance requirements

Required?	Type of insurance	Minimum cover for any one claim	Period
Yes/No	Product liability for any Services, including consequences of defective workmanship	€6,500,000	From date of Agreement and for a period of [60] months thereafter.
Yes/No	Public liability for death, personal injury, loss of and damage to property	€6,500,000	From date of Agreement until completion of the Job and for any additional defects liability period.
Yes/No	Employer's liability for sickness, injury and death of employees	€13,000,000	From date of Agreement until completion of the Job and for any additional defects liability period.

SCHEDULE 5: Service Level Agreement

SCHEDULE 6: Data Processing Agreement [complete when completing the contract]

SCHEDULE 7: Environmental, Social, and Governance (ESG).

Environmental Responsibility

1.1 Compliance with Environmental Laws

The Service Provider shall comply with all applicable environmental laws, regulations, and standards in the performance of the services under this Agreement. This includes, but is not limited to, laws related to pollution, waste disposal, resource use, and carbon emissions.

1.2 Reduction of Environmental Impact

The Service Provider shall take all reasonable measures to minimise its environmental impact, including the reduction of waste, energy consumption, water use, and emissions. The Service Provider agrees to explore the use of environmentally friendly products and services wherever possible.

1.3 Reporting on Environmental Practice

If requested, the Service Provider shall provide periodic reports to the Client on its environmental performance, including efforts to reduce carbon footprint, energy consumption, and resource use.

2. Social Responsibility

2.1 Labour Practices

The Service Provider shall comply with all applicable labour laws and regulations, including those related to wages, working hours, child labour, forced labour, and safe working conditions. The Service Provider agrees to ensure that all workers involved in the performance of this Agreement are treated fairly, with dignity, and respect.

2.2 Diversity and Inclusion

The Service Provider shall promote diversity, equality, and inclusion in its workforce, ensuring non-discriminatory practices in hiring, compensation, promotion, and workplace conduct. The Service Provider shall take reasonable steps to foster a workplace culture of inclusion and respect for all employees.

2.3 Community Impact

The Service Provider agrees to engage in responsible business practices that positively contribute to the local community, including considering local employment, supporting community initiatives, and promoting responsible development.

3. Governance

3.1 Compliance with Ethical Standards

In addition to the requirements of clause 24, the Service Provider agrees to operate in accordance with the highest standards of ethical conduct, including but not limited to anti-bribery, anti-corruption, and adherence to international human rights standards.

3.2 Corporate Governance

The Service Provider agrees to maintain effective corporate governance policies that promote transparency, accountability, and sound decision-making processes. The Service Provider shall ensure that its management and oversight structures support responsible and ethical business practices.

3.3 Risk Management and Due Diligence

The Service Provider shall implement risk management procedures that account for ESG-related risks, including but not limited to environmental risks, human rights violations, and ethical governance failures. The Service Provider agrees to conduct due diligence to identify, prevent, and mitigate any adverse ESG impacts associated with its operations.

4. Sustainability Goals

4.1 Commitment to Sustainability

The Service Provider shall integrate sustainability into its operations, including adopting measures that support energy efficiency, renewable energy use, waste reduction, and the responsible use of natural resources. The Service Provider will work towards achieving sustainable development goals (SDGs) where applicable.

4.2 ESG Performance Monitoring

The Service Provider agrees to monitor and assess its ESG performance on a regular basis. The Service Provider shall report any material ESG risks or issues that arise during the term of this Agreement and take steps to rectify them in a timely manner.

4.1 Alignment with Client's ESG Policies

The Service Provider agrees to align its services and operations with the Client's ESG policies (where applicable) and collaborate on initiatives that enhance the overall sustainability and social impact of the work performed under this Agreement.

5. Reporting and Transparency

5.1 ESG Data Sharing

The Service Provider agrees to provide relevant ESG data and information to the Client upon request, including but not limited to data on environmental impact, social responsibility practices, and governance structure.

5.2 Annual ESG Report

If requested the Service Provider shall submit an annual ESG report to the Client outlining its efforts and achievements in environmental protection, social responsibility, and corporate governance throughout the term of this Agreement.

6. Remedies for Non-Compliance

6.1 Corrective Action Plan

If a breach of ESG obligations occurs, the Service Provider agrees to develop and implement a corrective action plan, in consultation with the Client, to remedy the breach and prevent future violations.

6.2 Breach of ESG Obligations

Failure by the Service Provider to comply with the ESG provisions of this Agreement shall be considered a material breach.

7. Continuous Improvement

7.1 ESG Improvement Initiatives

The Service Provider commits to continuous improvement in its ESG performance and agrees to work with the Client to identify and implement initiatives that enhance the sustainability, social responsibility, and ethical governance of its services.

SCHEDULE 2: Pricing Schedule

Appendix 5: Confidentiality Agreement

THIS AGREEMENT is made on the day of 20

BETWEEN:

Shannon Airport Authority DAC. of Shannon Airport, Co Clare (hereinafter "the Client") of the one part;

and

, of (hereinafter called "the Supplier") of the other part.

WHEREAS

A. The Supplier has been identified as the preferred bidder in a procurement competition entitled Request for Tender for the Provision of Air and Water Quality Monitoring and Reporting Services at Shannon Airport dated ("the Competition").

B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) ("the Contract") certain confidential information (the "Confidential Information") as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

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

1. The Supplier acknowledges that Confidential Information may be provided to him by the Client and that each item of Confidential Information shall be governed by the terms of this Agreement.

2. For the purposes of this Agreement "Confidential Information" means:

   2.1 unless specified in writing to the contrary by the Client all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the provision of services under the Contract and or relating to the Client and all and any information supplied or made available to the Contractor (to include agents, subcontractors, customers and suppliers) for the purposes of the Contract; and

   2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. Save as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, request, regulation of any person or body or authority with whose order or requests the Supplier is obliged to comply, the Supplier agrees in respect of the Confidential Information:

3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

3.2 not, without the Client's prior written consent, to communicate or disclose any part of such Confidential Information to any person except I to those employees, agents, subcontractors and other suppliers on a need to know basis; and/or ii to the Supplier's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Supplier

PROVIDED ALWAYS that the Supplier shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Client; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

4. The obligations in this Agreement will not apply to any Confidential Information:

(i) in the Supplier's possession (with full right to disclose) before receiving it from the Client; or
(ii) which is or becomes public knowledge other than by breach of this clause; or
(iii) is independently developed by the Contractor without access to or use of the Confidential information; or
(iv) is lawfully received from a third party (with full right to disclose).

5. The Supplier undertakes:

5.1 to comply with all directions of the Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);

5.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Client including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Client including by police authorities;

5.3 upon termination of the Competition (or Contract) for whatever reason to furnish to the Client, all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Client) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Client so request in writing. As an exception to its obligations under this clause 5.3 the Supplier may retain one copy of the Confidential Information, in paper form, in the Supplier's legal files for the purpose of ensuring compliance with its obligations under this Agreement. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and

5.4 to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:

(i) Data Protection Acts, 1988 and 2003 and
(ii) All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

6. The Supplier shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Client and the Supplier so acknowledges and confirms.

7. The Supplier shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the Client's databases, data or ICT system(s) as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Client and in the manner agreed in writing between the Parties.

8. The Supplier agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.

9. The Supplier agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

SIGNED for and on behalf of the Client

_____

(being a duly authorised officer)

_____

SIGNED for and on behalf of the Supplier