LI3983C

Request for Tenders dated 12/11/2026 under Open National Procedure for the Provision of Specialist Removal Services for the University of Galway (UG)

Tender procedure: Open Procedure

Tender Query Deadline: 02/12/2026 14:00

Tender Deadline 09/12/2026 14:00

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Part 1: Introduction

1.1 The Education Procurement Service (EPS) on behalf of University of Galway (the "Contracting Authority") invites tenders ("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 (the "Services").

1.2 In summary, the Services comprise: Specialist Removal Services to carry out the move of Library collections between the Old and New Library.

1.3 *Not Used*

1.4 This public procurement competition (the "Competition") will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). Any contract that may result from this Competition (the "Services Contract") will be issued for a term of **Three (3) Years** ("the Term").

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

1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Services Contract may amount to some **€200,000 (excl. VAT)** over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This RFT does not constitute an offer or commitment to enter into a Services Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed 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 Competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

The award of a Services Contract does not confer exclusivity on the successful Tenderer.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

2.2 COMPLIANT TENDERS

2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

(a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;

(b). To submit all documentation which this RFT requires to be submitted with their Tender;

(c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;

(d) To conform to and comply with all instructions and requirements set out in this RFT;

(e) To submit the statement required under paragraph 2.4 below; and

(f) Not to alter or edit this RFT in any way.

2.2.2 Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 SERVICES CONTRACT

2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 5 to this RFT.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Services Contract.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 TENDER SUBMISSION REQUIREMENTS

2.6.1 Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. in the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

2.6.2 Tenders must be received not later than **2pm on Wednesday 9th December 2026** (the "Tender Deadline"). Tenders that are received late WILL NOT be considered in this Competition.

2.6.3 Tenders must be submitted in English.

2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.

2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Word, Excel and/or PDF Reader. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

Documents should not be saved with a filename containing any of the following characters: ~ " # % & * : < >? / \ { |

Tenders **MUST** submit the Tender Response Documents (TRD) duly completed. The TRD comprises of the following documents:

TRD - Section A: Selection Criteria

- Economic and Financial Standing
- Technical and Professional Ability
- Appendix 3: Tenderer's Statement
- Appendix 4: Declaration as to Personal Circumstances of Tenderer

TRD - Section B: Specification Required & Supplier Response

- Award Criteria
- Appendix 1 Specification Required & Supplier Response
- Appendix 2 Pricing Schedule (separate Excel File)

The completed TRD must be returned in accordance with Section 2.6 of the RFT.

2.7 QUERIES AND CLARIFICATIONS

2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **2pm on Wednesday 2nd December 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.

2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

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

2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the "Expression of Interest" button under the 'Show CFT Menu' on www.etenders.gov.ie,

in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

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 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 subcontractors) engaged or consulted by the Tenderer; and

(d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.

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

2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 12 months commencing from the Tender Deadline and therefore, pricing will remain fixed for this period.

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

2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 5 to this RFT.

2.10.6 Where foreign currency exchange rates apply, the Supplier shall use the daily exchange rate published by the *Central Bank of Ireland* only. No additional charges or commission fees shall apply.

2.10.7 All prices and rates submitted in the Pricing Schedule shall remain fixed and firm for the delivery of Phases 1, 2 and 3 and, if the Contracting Authority exercises the Phase 4 option, for the delivery of Phase 4. Tenderers should note that at phase four, pricing may be subject to pricing review subject to the agreement of both parties.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

2.11.1 In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable 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 or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or 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 the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.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 this Competition or terminating any Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RFT

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 FREEDOM OF INFORMATION

2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. 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 this Competition or any Mini-Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 The Contracting Authority will facilitate Tenderers by permitting an inspection of the Contracting Authority's premises. All prosective Tenderers **MUST** attend this Site visit as pre-requisite for submitting a tender. Failure to attend this visit will eliminate Tenders from further consideration. A site visit to view the Contracting Authority's premises or facilities at James Hardiman Library, Hardiman Building, University Road, University of Galway, H91 REW4 shall be organised on **Thursday 19th November between the hours of 10am and 12pm**. Tenderers wishing to attend this mandatory site visit must confirm their attendance by submitting their interest via eTenders by 12pm Wednesday 18th November 2026. Upon registration for the Site Visit, suppliers will receive floor plans and site drawings via eTenders. Attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.

2.20.2 *Not used*

2.21 INSURANCE

2.21.1 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	€13,000,000
Public Liability	€6,500,000
Professional Indemnity	€1,000,000
Motor/Van Insurance with Third-Pary Property Limit of:	€6,500,000
Carriers Liability/Goods in Transit Insurance	€1,800 per gross weight tonne as per Irish Road Haulage Association (IHRA) conditions

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. 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 Services Contract.

2.21.3 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.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

(a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and

(b) Declared by way of eESPD that either:

(i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or

(ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

(c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the "Selection Criteria"),

will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

(i) completes and submits a separate eESPD in respect of each such entity, and

(ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the "Exclusion Grounds") and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

(i) a Declaration in the form attached at Appendix 4;

(ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;

(iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;

(iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and

(v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

TYPE OF DOCUMENTATION	PASS REQUIREMENT	Rule
A1 Company Summary	Please complete the table provided in the Tender Response document (TRD) with your Company Summary. If the Tenderer is a grouping, then separate information must be completed for each group member.	**Pass/Fail**
A2 Financial Capacity	**A2.1 Insurance:** Details of the level of Insurances in place in accordance with that stipulated in Section 2.21 **A2.1 Up to date Tax Clearance Certificate:** or Online Verification details. **A2.3 Financial Standing:** Details of trading levels for previous three (3) years from Auditor/Accountant. Candidates must be able to provide objective evidence on request from an independent source (e.g., an auditors statement) confirming that during any of the three previous financial years the candidates annual turnover exceeds €300,000. In the absence of turnover, candidates must be able to demonstrate financial viability via access to funding, or equivalent evidence. Please complete the table provided in the Tender Response document (TRD). **A2.4 Audited Accounts and Reports:** Three (3) Audited accounts must be provided to support the statement, in line with current legislation, where a company has an annual turnover of less than €12 Million then audited accounts are not necessary. In these instances, a statement of accounts from the company's accountants will suffice.	**Pass/Fail**
A3 Previous Experience	Please provide details of two (2) projects undertaken within the last three (3) years that demonstrate your experience of successfully providing a service of similar scope, scale and complexity to the service anticipated under this contract. Be very clear what **your** organisation delivered under this contract.	**Pass/Fail** **Pass/Fail**

A4 Mandatory Requirements	**GDPR Compliant:** Please complete the table provided in the Tender Response Document (TRD) with your Company Summary. **Site Visit attendance:** Tenderers must attend the scheduled Site Visit at the date and time stated in Section 2.20 of this RFT	**Pass/Fail**

3.2.A Where the Tenderer is unable, for a valid reason, to provide the documentation required under the Selection Criterion, the Tenderer must inform the contracting authority of that valid reason and provide such other suitable alternative documentation to prove, to the satisfaction of the contracting authority, their ability to provide the proposed solution for the duration of the Goods and Goods Contract.

3.2.B The Contracting Authority may seek further supporting documentation in relation to the requirements specified in clause 3.2.

3.2.C Tenderers relying on the paragraph 3.2 capacities of other entities MUST submit with their Tender an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

3.2.1 **Economic and Financial Standing**

Tenderers must declare that they satisfy the financial and economic standing requirement(s) and must provide evidence that they satisfy the requirements set out in the table above. **This evidence MUST be included in the TRD Document section A.**

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.2 **Technical and Professional Ability**

Tenderers must provide evidence that they satisfy the technical and professional requirement(s) and must provide evidence that they satisfy the requirements set out in the table above. **This evidence MUST be included in the TRD Document section A.**

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their technical and professional ability.

3.3 AWARD CRITERIA

3.3.1 The Services Contract will be awarded on the basis of the **Most Economically Advantageous Tender(s)** as identified in accordance with the following criteria:

LI3983C RFT for the Provision of Specialist Removal Services for the University of Galway (UG)				
Section	**Award Criteria:**	**Weighting**	**Total Maximum Score**	**Minimum Score 60%**
A	Methodology and Approach to Project	**35%**	**350**	**210**
B	Proposed Staff	**10%**	**100**	**60**
C	Project Plan for Project	**15%**	**150**	**90**
D	**Environmental and Sustainability**	**10%**	**100**	**60**
E	**Ultimate Cost** Please see Appendix 2 – Pricing Schedule for details.	**30%**	**300**	**Not Applicable**
Total Maximum Score Available		**100%**	**1000**	

The tender award criteria will be applied to each tender who has successfully passed the Selection Criteria as outlined in Section 3.2 of this RFT. Tenderers must achieve a minimum of 60% on each of the tender award criteria above, **excluding Ultimate Cost**, in order to avoid elimination from the competition. Only tenderers who have achieved the 60% will be evaluated against Ultimate Cost. Appendix 1 contains individual award weightings by Lot including the 60% minimum score requirement.

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. 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 public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any tender.

Suppliers please note:

- The specification document is designed to assist the contracting authority in its evaluation of your tender and to enable suppliers to provide structured responses to key deliverables. It is structured to reflect the award criteria as set out in the RFT.
- Please note responses to individual questions will NOT be scored separately but collectively they will provide a basis for assessing the merits of the tenderer's overall response to each award criterion and sub-criterion.
- Where specifications include reference to manufacturer or brand names this is a result of difficulties in specifying the product required. In these instances, the phrase "or equivalent" is inferred.
- Compliance with all the standards as regards health and safety, quality assurance and analytical protocols is expected.
- It is acknowledged that each Tender's product line may differ from these specifications. As such, each seller is free to propose variances from these specifications. Alternative proposals favourable to the Contracting Authority may be suggested. It is required, however, that, whenever a variance from these specifications occurs, the proposed item must meet or exceed the specified characteristics or level of performance.
- Where **abnormally low tenders** are received the Evaluation team shall require the tenderer to explain the price proposed in Appendix 2. (per Article 69 of the EU Procurement Directives 2014/24). Where the tenderer cannot provide a sufficient explanation, the contracting authority is entitled to reject the tender.
- **Next Ranked Supplier** - The award of any contract is subject to the successful tenderer meeting the required specification and standards as set out in this RFT and Appendix 1. Should the required specification and standards not be met, the EPS reserves the right, in consultation with the Contracting Authority, to award any contract to the next highest-ranked Tenderer.
- **Tie Break** - If the evaluation outcome results in a tie between two or more Tenders, then the Tender with the highest score for the highest weighted criterion shall be deemed the most economically advantageous tender. If the score remains in a tie, the remaining criterion will be assessed by the highest weighted until there is no longer a tie. If the score remains a tie after all criteria are assessed, the tenderers will be asked to submit a Best and Final Offer (BAFO).

A failure to answer question(s) may leave the contracting authority with insufficient information on which to base a thorough evaluation and in turn may result in loss of marks in respect of the relevant Award Criterion. Therefore, please ensure you complete ALL sections of this questionnaire

Ultimate Cost will be calculated as follows:

The lowest Ultimate Cost tender will receive the maximum score achievable under this criterion.

$$\text{Pricing Score} = \frac{\text{Lowest Tendered Price} \times \text{Max Points}}{\text{Price of bid being evaluated}}$$

Responses for non-cost/qualitative Award Criteria items will be scored using the following matrix:

Scoring Methodology		
Band	**Scoring Range**	**Meaning**
Excellent	91% – 100%	Excellent response that fully meets and exceeds requirements, providing comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an exceptional standard.
Very Good	80% – 90%	A very good response that demonstrates real understanding and fully meets the requirements and provides convincing assurance that the Tenderer will deliver to high standard.
Good	60% – 79%	A satisfactory response which demonstrates a reasonable understanding of requirements and provides reasonable confidence that the minimum requirements will be delivered. However, it does not provide sufficiently convincing assurance to award a higher mark.
Fair	30% - 59%	A response where reservations exist due to a lack of convincing details and comprehensive credibility. There is a significant risk that the requirements will not be delivered to a satisfactory standard.
Poor	1% – 29%	A response that raises significant reservations, due to insufficient detail, critical or notable deficiencies, that seriously lacks credibility, presenting a high risk of non-delivery.
0	0%	No Response or partial Response that completely fails to address the criterion under consideration

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

(a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and

(b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least Seven (7) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this 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.

3.6 RETURN OF SIGNED CONTRACTS

3.6.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than fourteen (14) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. 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 2.1.2 above.

3.6.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Specification Required & Supplier Response

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is NOT sufficient in this regard. Appendix 1 Specification Required & Supplier Response is included in the separate Tender Response Document (TRD)

Appendix 1: SPECIFICATION REQUIRED & SUPPLIER RESPONSE

(REFERENCE: LI3983C)

LI3983C RFT for the Provision of Specialist Removal Services for the University of Galway (UG)

(PLEASE DO NOT ATTACH BROCHURES WHERE POSSIBLE – USE APPENDIX 1 AS PROVIDED)

Appendix 2: Pricing Schedule

Tenderers are required to complete the Pricing Schedule entitled:

LI3983C – Appendix 2 Pricing Schedule

Please not the Appendix 2 Pricing Schedule is attached to this RFT as a separate excel document. It is a mandatory requirement to return a fully completed copy of this document with the tender submission. Failure to do will result in disqualification from the evaluation process.

The relevant Pricing Schedule must be completed in full and returned as part of the tender submission. Insert "n/a" in the fields that are not applicable and include additional rows where space provided is insufficient.

Tenderers are reminded that the prices quoted must be in compliance with the requirements set out in paragraph 2.10 of this RFT, i.e.: they must be, fixed, expressed in **Euro** and **exclusive of VAT.**

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: University of Galway (the "Contracting Authority")

RE: Request for Tenders for the Provision of Specialist Removal Services for the University of Galway (UG)

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby 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 RFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all the Selection and 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 agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED **Company**

(Authorised Signatory)

Print name **Address**

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of Specialist Removal Services for the University of Galway (UG)

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled **Specialist Removal Services for the University of Galway (UG)** published by University of Galway ("the Contracting Authority").

2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:

   (a) Ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.

   (b) Ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.

   (c) Ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.

   (d) Ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

   (e) Ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.

   (f) Ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

3. [Click here and insert name of entity]

   (a) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

   (b) Has carried out the preparation of the Tender independently.

4. [Click here and insert name of entity]

(a) Has in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the goods provided, that have been established by EU law, national law, collective agreements or 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).

(b) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.

(c) Is not guilty of grave professional misconduct.

(d) Has not entered into agreements with other economic operators aimed at distorting competition.

(e) Is not aware of any conflict of interest due to its participation in the Competition.

(f) Has not had any prior involvement in the preparation of the Competition.

(g) Has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages, or other comparable sanctions.

(h) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

(i) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

7. Any subcontractor, supplier, or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in

this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

_____

Signature of Declarant

Declared before me by _____ who is personally known to me.

(or who is identified to me by _____who is personally known to me) or*

at _____ this _____ day of _____ 20__

_____

(signed)
Practising Solicitor/Commissioner for Oaths

Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)

Appendix 5: Services Contract

University of Galway

and

[Insert successful Tenderer's full legal name]

AGREEMENT

Relating to the provision of Services pursuant to

Request for Tenders for the Provision of Specialist Removal Services for the University of Galway (UG)

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20[YEAR] BETWEEN:

University of Galway, of University Road, Galway, Ireland H91 TK33 ("the Client");

and

[Contractor's full legal name], of [address] ("the Contractor")

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

WHEREAS:

A. 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 insert date of RFT ("the RFT") the Contracting Authority invited tenders from economic operators ("Tenderers") for the provision of the services described in Appendix 1 to the RFT (the "Services"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.

B. The Contractor submitted a response to the RFT dated [insert date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

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

   i. This Agreement and Schedules A to E attached hereto;

   ii. The RFT;

   iii. The Submission.

2. The Contractor agrees to provide the Services described in Schedule B ("the Services") to the Client in accordance with this Agreement ("Agreement"). Schedule B details 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 and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement, the Client's Contact is [name of contact person] of [address of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address].

5. 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").

Delete and replace with "Not Used" if not applicable:

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

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

7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.

8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.

9. 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.

10. 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.

SIGNED for and on behalf of the Client _____ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor _____
Witness	Witness

Schedule A: Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

In this Agreement the following terms shall have the following meanings unless the context otherwise provides:

"Affected Party" has the meaning assigned to it in Clause 13.2

"**Agreement**" means the agreement for the provision of the Goods and Services, consisting of the following documents, and in the case of conflict of wording, in the following order of priority:

1. The Award Letter;
2. These Terms and Conditions of Contract and Schedules A-C hereof, which were published with the RFT [and govern the Framework Agreement and all drawdown contracts awarded on foot of same];
3. The Processing of Relevant Personal Data Memo, as agreed between the parties and described in the Award Letter;
4. The RFT, as described in the Award Letter;
5. The Submission, as described in the Award Letter.

which said Agreement shall be governed by the terms and conditions herein together with any drawings, plans and specifications referred to in this Agreement which may be or are agreed in writing by the Parties hereto to form part of this Agreement;

"Assignment" has the meaning assigned to it in Clause 20.1;

"Authorised Representative" means a Party's staff and nominated third parties which include, inter alia, consultants and independent contractors which have been approved in advance by that Party's staff;

"**Business Continuity Plan"** means in accordance with Good Industry Practice and all applicable regulatory requirements, the Contractor's fully documented business continuity and crisis management plan documenting the processes, procedures, policies, arrangements and/or plans that would come into effect in the event of a Disruptive Incident.

"Change Control Notice" has the meaning assigned to it in Clause 30.3;

"Charges" means the price payable by the Contracting Authority to the Contractor in respect of the Goods and Services as stipulated in Schedule B: Prices, Rates and Charges;

"Contractor's Contact means the person identified in this Agreement, or subsequently during the term of the Agreement, as being the Contractor's primary contact for the duration of the Agreement, or alternatively, where no specific person has been identified by the Contractor as being their contact, the Contractor's staff member or agent to whom the PO was issued;

"Contracting Authority's Contact" means the person identified in this Agreement, or subsequently during the term of the Agreement, as being the Contracting Authority's primary contact for the purpose of the Agreement, or alternatively, the person that issued to PO on behalf of the Contracting Authority where no other person has been identified as the primary contact in respect of this Agreement.

"**Data"** means all Confidential Information, whether oral or written (including electronic) form, created by or in any way originating with the Contracting Authority (including but not limited to its employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Contracting Authority provided under this Agreement and includes any Personal Data;

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.

"Data Subject" has the meaning given under the Data Protection Laws;

"Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

"Deliverable" means the items identified as such in this Agreement, in the RFT or in the PO, together with any other materials or items provided by or on behalf of the Contractor to the Contracting Authority in the course of providing the Goods and Services;

"Dispute" has the meaning assigned to it in Clause 17.1;

"**Disruptive Incident"** means in relation to the Contractor any unplanned interruption or event in the supply of the Goods and/or performance of the Services in whole or in part (and/or with respect to the people and facilities used to provide the Goods/Services) in accordance with the terms of this Agreement that would impact, or have the potential to impact, the supply of the Goods and/or performance of the Services to University of Galway.

"Employee Information" has the meaning assigned to it in Clause 14.4;

"Equipment" has the meaning assigned to it in Clause 28.1;

"Euro" or **"€"** means the lawful currency for the time being of the participating member states of the European Union;

"Force Majeure Event" has the meaning assigned to it in Clause 13.1;

"Goods and Services" means the goods and or services and or software that the Contractor may be required and selected to perform, undertake and deliver from time to time as particularly described in this Agreement at Schedule A: The Specification, and / or the PO.

"**Good Industry Practice"** means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

"Impact Assessment" has the meaning assigned to it in Clause 30.3;

"Incoterms" means the version of the international rules for the interpretation of trade terms of the International Chamber of Commerce as specified in the RFT and or the PO or if not so stated then the version which is in force at the date of Establishment of this Agreement. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in this Agreement, but if there is any conflict between the provisions of Incoterms and the Agreement, then the latter shall prevail.

"Intellectual Property Rights" has the meaning assigned to it in Clause 10;

"Key Personnel" has the meaning assigned to it in Clause 31.1;

"Purchase Order (PO)" means a PO by which the Contracting Authority directs the Contractor to provide the Goods and Services which shall contain a description of the relevant Goods and Services, and the Charges for same; and may further outline the agreed timing or schedule for provision of the Goods and Services, details of the Key Personnel for delivery of the Goods and Services and such other terms and conditions that the parties may have agreed in respect of the relevant Goods and Services;

"Personal Data" has the meaning given under Data Protection Laws;

"Processing" has the meaning given under the Data Protection Laws;

"Regulations" means the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016)

"Replacement Personnel" has the meaning assigned to it in Clause 31.1;

"**Relevant Personal Data**" is the Personal Data as agreed between the parties and described in the Award Letter

"Specification" means the Goods and Services described in Schedule A: The Specification.

2 APPLICATION OF TERMS & CONDITIONS

2.1 Unless the context requires otherwise, words in the singular may include the plural and vice versa.

2.2 References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.

2.3 To the extent that any specific term or condition in the PO is inconsistent or conflicts with any term or condition of this Agreement, the relevant term or condition of this Agreement shall prevail.

2.4 The Terms and Conditions of this Agreement shall apply to the purchase by the Contracting Authority from the Contractor of the Goods and Services, to the exclusion of all/any other terms and conditions contained or referred to in the Submission or any acknowledgement or acceptance of the PO, letter, invoice or other communication sent by the Contractor to the Contracting Authority.

3 CONTRACTOR'S OBLIGATIONS

3.1 The Contractor undertakes to act with due care, skill and diligence in the supply of the Goods and Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its staff and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the supply of the Goods and Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.

3.2 In consideration of the payment of the Charges and subject to clause 7 (Payment) the Contractor shall: (a) supply the Goods and Services in accordance with the Specification, the PO, the Contracting Authority's directions and the terms of this Agreement; (b) comply with and implement any policies, guidelines and/or any project governance protocols issued by the Contracting Authority from time to time and notified to the Contractor in writing; (c) comply with all local security and health and safety arrangements as notified to it by the Contracting Authority; and (d) supply the Goods and Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Goods and 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 Contractor 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.

3.3 The Contractor is deemed to be the prime contractor under this Agreement and the Contractor 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 Contractor as prime contractor under the Agreement hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 3.2(d) above, to the extent that it or they are retained by the Contractor. Subject to clause 20 (Assignment and Subcontract), the Contractor shall notify the Contracting Authority as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

3.4 Without prejudice to clause 3.2(c), where the Contracting Authority becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Contracting Authority reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

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

3.6 The Contracting Authority acknowledges that the Contractor may from time to time be dependent on the Contracting Authority to facilitate the Contractor in the carrying out of its duties under this Agreement. the Contracting Authority agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 15 (Contract Management).

3.7 The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Contracting Authority indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

4 PROVISION OF GOODS & SERVICES

4.1 The Contractor shall deliver the Goods and Services at the time(s), to the location(s) and on the date(s) specified in the PO or otherwise agreed in writing between the Parties.

4.2 Unless otherwise stated in the Specification: (a) Where Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the address on the PO or otherwise agreed in writing between the Parties. Where the Goods are collected by the Contracting Authority, the point of delivery shall be when the Goods are loaded on the Contracting Authority's vehicle. (b) Delivery shall include the unloading, stacking or installation of the Goods by the Contractor's staff, agents or carriers at such place as the Contracting Authority or a duly authorised person shall reasonably direct. (c) The Goods shall be packed and marked in a proper manner and in accordance with the Contracting Authority's instructions and any statutory requirements and any requirements of the carriers and manufacturers. In particular the Goods shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights. The name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings. (d) Unless expressly agreed to the contrary, the Contracting Authority shall not be obliged to accept delivery by instalments. If, however, the Contracting Authority does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to other rights or remedies of the Contracting Authority, entitle the Contracting Authority to terminate the whole of any unfulfilled part of the Agreement without further liability to the Contracting Authority. (e) the Contracting Authority shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. The risk in any over-delivered Goods shall remain with the Contractor. (f) the Contracting Authority shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.

4.3 Any Contractor pre-printed terms and conditions produced, signed or stamped by either Party and for whatever purpose prior to or during the term of this Agreement are hereby disallowed.

5 INSPECTION OF GOODS AND SERVICES

5.1 The Contracting Authority or its authorised representative may inspect (to include a call for advance samples) or test the Goods and Services either completed or in the process of manufacture, during normal business hours on reasonable notice at the Contractor's premises (including the premises of any subcontractor or agent) and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge. A failure to make a complaint at the time of any such inspection or test and / or the approval given during or after such inspection or test shall not constitute a waiver by the Contracting Authority of any rights or

remedies in respect of the Goods and Services and the Contracting Authority reserves the right to reject the Goods and Services in accordance with clause 5.2.

5.2 The Contracting Authority may by written notice to the Contractor reject any of the Goods and Services which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Contracting Authority of such Goods and Services. If the Contracting Authority rejects any of the Goods and Services pursuant to this clause the Contracting Authority may (without prejudice to other rights and remedies) either: (a) treat the Agreement as discharged by the Contractor's breach and obtain a refund (if payment for the Goods and Services has already been made) from the Contractor in respect of the Goods and Services concerned together with payment of any additional expenditure reasonably incurred by the Contracting Authority in obtaining other Goods and Services in replacement provided that the Contracting Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods and Services; or (b) have such Goods and services promptly, and in any event within 14 calendar days, either repaired by the Contractor or replaced by the Contractor with Goods and Services which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred.

5.3 Rejected Goods shall be removed by the Contractor from the Contracting Authority within 14 calendar days from the date of the notification to the Contractor of their rejection. In the event of failure by the Contractor to remove Goods within 28 calendar days of such notification, the Contracting Authority may dispose of such Goods as it sees fit and pending such removal, the Goods will remain with the Contracting Authority at the risk of the Contractor. Any costs incurred by the Contracting Authority relating to such disposal shall at the option of the Contracting Authority be borne by the Contractor.

5.4 For the avoidance of doubt, the Contracting Authority will be deemed to have accepted the Goods and Services if it expressly states the same in writing or fails to reject the Goods and Services in accordance with clause 5.2.

5.5 The issue by the Contracting Authority of a receipt note for the Goods and Services shall not constitute any acknowledgement of the condition, quantity or nature of those Goods and Services, or the Contracting Authority's acceptance of them.

5.6 The Contractor hereby guarantees the Goods for the warranty period specified in the Specification, or, as per the manufacturer's warranty period, whichever is the longest, commencing from the date of delivery, or the date of first installation and commissioning of the Goods where applicable (the "Guarantee Period") thus ensuring the Goods are guaranteed to be free from all defects, and, guaranteed against faulty or poor-quality materials and workmanship. the Contracting Authority shall within such Guarantee Period, or within 14 calendar days thereafter, give notice in writing to the Contractor of any defect in any of the Goods and Services as may have arisen during such Guarantee Period under proper and normal use. The Contractor shall (without prejudice to any other rights and remedies which the Contracting Authority may have) promptly remedy such defects (whether by repair or replacement as the Contracting Authority shall elect) free of charge, which replaced or repaired Goods shall also have the benefit of this clause for the Guarantee Period.

6 RISK AND TITLE

6.1 The Goods and Services ordered under this Agreement shall be delivered to any location specified by the Contracting Authority, in Ireland, without limit to the number of locations, in the quantities and by the dates specified in the PO, unless otherwise stated in the Specification or agreed in writing. Any extension of the delivery time shall not constitute a general waiver or acquiescence on the part of the Contracting Authority. All such Goods and Services shall be

delivered or provided free of encumbrances or retention of title clauses or similar provision. The Charges quoted shall be based on the understanding that the Goods are to be delivered carriage paid to the various locations as specified, along with the necessary delivery documentation. Pending such delivery, the Goods shall remain at the risk of the Contractor.

6.2 Title shall pass to the Contracting Authority on payment of the Goods.

7 PAYMENT

7.1 Subject to the provisions of this clause 7, the Contracting Authority shall pay and discharge the Charges (plus any applicable VAT), in the manner specified in the PO. Invoicing arrangements shall be on such terms as directed by the Contracting Authority on the PO.

7.2 Discharge of the Charges is subject to: (a) Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 15 (Contract Management); (b) The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Contracting Authority from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed; (c) PDF Invoices being submitted to SupplierInvoices@universityofgalway.ie (as set out in this Agreement). the Contracting Authority requires the seller to generate a single invoice per Purchase Order. Invoicing will only occur once the complete order has been filled, invoicing will not be accepted for part-shipments. Where part shipments take place, the invoice must be held until the Purchase Order is fulfilled i.e. all Goods and Services are delivered. An invoice must quote a valid the Contracting Authority Purchase Order number or otherwise will not be paid.

7.3 All and any queries relating to the invoice for the Goods and Services for any billing period (including whether or not Goods and Services have been accepted, rejected, satisfactorily repaired and/or re-performed as the case may be) must be raised by the Contracting Authority within 30 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 30-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Contracting Authority or upon such deemed acceptance the invoice shall be payable by the Contracting Authority. Payment is subject to any rights reserved by the Contracting Authority under any other provision of this Agreement; and (d) the Contracting Authority being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable EU and domestic taxation law and requirements.

7.4 The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

7.5 Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Contracting Authority 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 Contractor under the Agreement or under any other agreement or contract with the Contracting Authority. Any overpayment by either Party, whether of the Charges 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.

7.6 Unless otherwise clearly agreed in writing by both parties the Charges must be in accordance with Incoterms.

7.7 Unless otherwise stated in the applicable Incoterms, the Charges shall include any and all costs, expenses, taxes and duties incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.

7.8 Unless otherwise stated or agreed, the Charges for Goods and Services from outside the European Union will be on an Incoterms 2020 'Delivered at Place' basis. Unless otherwise stated or agreed, the Charges for Goods and Services from inside the European Union will be on an Incoterms 2020 'Delivered Duty Paid' basis.

7.9 The Charges shall be discharged as provided for in this clause subject to the retention by the Contracting Authority in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the supply of the Goods and Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

8 WARRANTIES, REPRESENTATIONS & UNDERTAKINGS

8.1 The Contractor acknowledges, warrants, represents and undertakes that: (a) it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to supply the Goods and Services hereunder; (b) it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks; (c) 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; (d) it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the supply of the Goods and Services (to include manufacture and distribution process) as they apply to the Contractor; (e) it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement; (f) Where applicable as determined by the Contracting Authority, it has inspected the Contracting Authority's premises, lands and facilities before submitting the 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; (g) The Contractor confirms that none of the excluding circumstances listed in Clause 57 of S.I. No. 284/2016 - European Union (Award of Public Authority Contracts) apply to the Contractor, and shall not apply throughout the duration of this Agreement; and (h) the Contracting Authority shall be under no obligation to purchase any minimum number or value of Goods and Services.

8.2 Where the Agreement relates to the supply and/or delivery of Goods, the Contractor shall be and undertakes to be responsible for and to take due precautions for the safe custody of any Goods on its premises which are the property of the Contracting Authority and shall insure the same against any form of loss or damage and the Contractor so acknowledges and confirms.

8.3 Where the Contract relates to the supply and/or delivery of Goods, the Contractor confirms and undertakes that the Goods supplied will, at the time of delivery (and for the Guarantee Period), correspond to the description given by the Contractor in accordance with the Specification (to include any samples furnished thereunder) and the PO and that the manufacture, distribution and processes employed will comply in all material respects with the Specification and PO. None of the provisions of the Sale of Goods and Supply of Services Acts 1893 and 1980 shall be excluded or limited under this Agreement.

8.4 The Contractor undertakes to ensure that all and any necessary consents and/or licences are obtained and in place for the purposes of this Agreement. The Contractor hereby indemnifies the Contracting Authority and shall keep and hold the Contracting Authority harmless from and in respect of all and any losses (whether direct, indirect or consequential), liability, damages, claims, costs or expenses which arise by reason of any breach of third party intellectual property rights in so far as any such rights are used for the purposes of this Agreement.

8.5 The Contractor undertakes to notify the Contracting Authority forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 8.1 and to comply with all reasonable directions of the Contracting Authority with regard thereto which may include termination of this Agreement.

9 REMEDIES

9.1 The Contractor shall be liable for and shall indemnify the Contracting Authority for and in respect of all and any losses, claims, demands, damages or expenses which the Contracting Authority 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 Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 3. The terms of this clause 9.1 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 Contractor's indemnity under clause 8.4, 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 Contracting Authority find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver the Goods and Services, the Contracting Authority shall be entitled to recover from the Contractor any excess prices which may be paid by the Contracting Authority.

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 Save in respect of fraud, gross negligence, personal injury or death or in respect of the Contractor's indemnity under clause 8.4 (for which no limit applies), or breach of Data Protection Laws, the limit of the Contractor's aggregate liability to the Contracting Authority under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 150% of the Charges paid or projected to be paid (whichever is higher) under this agreement regardless of the number of claims.

9.6 If for any reason the Contracting Authority is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due ("the Retention Amount"). In such event the Contracting Authority shall identify the particular Goods and Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the effected Goods and Services as identified by the Contracting Authority or resolution of outstanding queries. the Contracting Authority shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 9.6 shall be without prejudice to and not be in substitution for any remedy of the Contracting Authority under this Agreement.

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

10 INTELLECTUAL PROPERTY

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

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

10.3 All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Contracting Authority and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Contracting Authority absolutely.

10.4 The Contracting Authority grants to the Contractor a royalty-free non-exclusive licence to use the Contracting Authority's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 10, all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

10.5 The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.

10.6 Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Goods and Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Goods and Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Goods and Services.

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

10.8 At the request of the Contracting Authority for and in respect of any such breach, the Contractor shall at its expense and option: (a) procure the necessary rights for the Contracting Authority to

continue use; (b) replace the relevant Deliverable with a non-infringing equivalent; (c) replace the relevant Deliverable to make it non-infringing while giving equivalent performance; or (d) if the Contractor cannot obtain the remedies in (a), (b) or (c) above, it may direct the return of the Deliverable and refund to the Contracting Authority Charges paid for such Deliverable less a reasonable amount for the Contracting Authority's use of the Deliverable up to the time of return, provided such reasonable amount is due to the owner of the said Deliverable, together with all losses (whether direct, indirect or consequential) thereby accruing to the Contracting Authority as a result of the breach.

10.9 Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Contracting Authority all the Materials prepared up to the date of termination. The provisions of this clause 10 will survive the expiration or termination of this Agreement for any reason.

11 CONFIDENTIALITY

11.1 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:- (a) If its professional advisers are subject to the provisions of this clause 11; or (b) as may be required by law; or (c) as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 11; or (d) in the case of the Contracting Authority by request of any person or body or authority whose request the Contracting Authority or persons associated with the Contracting Authority (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

11.2 The Contractor undertakes to comply with all reasonable directions of the Contracting Authority with regard to the use and application of all and any of its Confidential Information.

11.3 The obligations in this clause 11 will not apply to any Confidential Information: (a) in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or (b) which is or becomes public knowledge other than by breach of this clause; or (c) is independently developed by the disclosing Party without access to or use of the Confidential Information; or (d) is lawfully received by the disclosing Party from a third party (with full right to disclose).

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

11.5 In circumstances where the Contracting Authority is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Contracting Authority receiving a request for information related to this Agreement, the Contracting Authority may, but is not obliged to, consult with the Contractor in respect of the request. The Contractor shall be required to identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity within the Submission, or on commencement of the Agreement. The Contracting Authority may consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

11.6 The terms of this clause 11 shall survive expiry, completion or termination for whatever reason of this Agreement.

12 DATA PROTECTION & SECURITY

12.1 The Contractor shall comply with all applicable requirements of the Data Protection Laws.

12.2 The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. The Letter of Intent sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Relevant Personal Data and categories of Data Subject.

12.3 Without prejudice to the generality of clause 12.1, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement: (a) process that Personal Data only on the written instructions of the Contracting Authority; (b) ensure that it has in place appropriate technical and organisational measures, as may be reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it); (d) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; (e) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled; (i) appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation); (ii) the data subject has enforceable rights and effective legal remedies; (iii) The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and (iv) The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;

12.4 The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

12.5 The Contractor shall report any Personal Data Breach relating to University of Galway Personal Data without undue delay, and in any event within 24 hours of becoming aware such incident, in accordance with the requirements of Articles 33 and 34 of the GDPR.

12.6 The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, Impact Assessments and consultations with supervisory authorities and regulators.

12.7 The Contractor shall amend, delete (and provide confirmation thereof) or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the

Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

12.8 The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Goods and Services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.

12.9 The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.

12.10 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 12 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.

12.11 The Contractor shall:- (a) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data; (b) ensure that a back-up copy of any and all such Personal Data is made at least daily and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and (c) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

12.12 The Contracting Authority consents to the Contractor appointing third-party processor(s) of Personal Data under this Agreement if written permission is sought from and provided by the Contracting Authority in advance of such engagement. The Contractor confirms that it has entered or (as the case may be) shall enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 12 as between the Contracting Authority and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 12.

12.13 Save for clauses 12.1, 12.2, 12.3 (d), and 12.4, all the obligations on the Contractor in this clause 12 relating to the processing of Personal Data shall apply to the processing of all Data.

12.14 The provisions of this clause 12 shall survive termination and or expiry of this Agreement for any reason.

13 FORCE MAJEURE

13.1 A Force Majeure Event means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 13.2 below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.

13.2 In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying: (a) the nature of the Force Majeure Event; (b) the anticipated delay in the performance of obligations; (c) the action proposed to minimise the impact of the Force Majeure Event; and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

13.3 If the Force Majeure Event continues for 28 calendar days either Party may terminate at 14 days' notice.

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

14 TERMINATION

14.1 This Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving one month's written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving six months' written notice to the Contracting Authority.

14.2 Either Party shall have the right (in addition to its rights under clause 14.1 and 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: (a) 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; (b) if the other Party becomes insolvent, becomes bankrupt, enters into examinership, 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; (c) in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Contracting Authority, be removed by other means; and (d) in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Contractor.

14.3 the Contracting Authority 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 Contracting Authority becomes aware that any of the exclusion grounds set out in Clause 57 of S.I. No. 284/2016 - European Union (Award of Public Authority Contracts).

14.4 If requested by the Contracting Authority, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Goods and Services as may be required by the Contracting Authority ("Employment Information"). The Contractor agrees that the Contracting Authority may release the Employment Information to third parties for the purposes of any procurement competition which relates to the provision of the goods, services, or software the subject matter of this Agreement upon expiry of the term or earlier termination of this Agreement for whatever cause.

14.5 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.

14.6 Transfer of Undertakings Information: It is acknowledged and agreed that if, on the termination or expiry of all or part of this Agreement, the provision of some or all of the Goods and Services are transferred to a new Contractor and such transfer constitutes a transfer of a business or undertaking within the meaning of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (as may be amended), then the Contractor shall comply with its obligations under the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003, including but not limited to its information and consultation obligations under Regulation 8, and it shall immediately once notified in writing by the Contracting Authority to do so, provide the necessary information including all employee information and assistance to a new Contractor and/or the Contracting Authority to allow the new Contractor to comply with its obligations (including providing a list of persons considered to be Retransferring Employees).

15 CONTRACT MANAGMENT

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

15.2 The Contractor agrees to: (a) liaise with and keep the Contracting Authority's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement; (b) maintain such records and comply with such reporting arrangements and protocols as required by the Contracting Authority from time to time and: (c) comply with all reasonable directions of the Contracting Authority.

15.3 The Contracting Authority or its Authorised Representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Contracting Authority thereby arising.

16 BUSINESS CONTINUITY

16.1 The Contractor shall ensure it is able to implement the Business Continuity Plan at all times in accordance with its terms which would enable the maintenance or prompt restoration of all business-critical functions upon the occurrence of any Disruptive Incident in order to enable it to continue to supply of the Goods and/or perform the Services to the Contracting Authority.

16.2 The Contractor warrants, represents and undertakes that it shall implement the Business Continuity Plan if notified to do so by the Contracting Authority and/or in the event of a Disruptive Incident and that it will promptly notify the Contracting Authority within 24 hours if it experiences a Disruptive Incident.

16.3

(a) The Contracting Authority reserves the right to request a copy of the Contractor's Business Continuity Plan at any and all times and to assess the Contractor's Business Continuity Plan against the Contracting Authority's business continuity requirements.

(b) The Contractor shall test the Business Continuity Plan on a regular basis, and in any event at least once every 12 months. The Contractor shall give the Contracting Authority at least 5 calendar days' notice of each test and allow the Contracting Authority, if it so elects, to participate in such tests. Following each test, the Contractor shall: (a) send to the Contracting Authority a written report summarising the results of the test; and (b) promptly implement any actions or remedial measures which the Contracting Authority considers to be necessary as a result of those tests.

16.4 Following a Force Majeure Event, the Contractor shall still be obliged to implement the Business Continuity Plan; and in circumstances where the Contractor suffers a Force Majeure Event that prevents or hinders the Contractor's performance of its obligations in connection with the Business Continuity Plan for a continuous period of more than 28 calendar days, the Contracting Authority may terminate the agreement on written notice to the Contractor".

17 DISPUTES

16.1 In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.

16.2 The Dispute shall be referred as soon as practicable to one or more of the following persons, within the Contractor: (a) the Contractor's Business Manager, Account Manager (or similar titled position); (b) the Contractor's senior management representative / director; (c) the Contractor's Contact; AND, within the Contracting Authority: to the Contracting Authority's Contact and to the Head of Procurement and Contracts at the Contracting Authority;

16.3 Each Party shall advise the other Party within 10 days of any alterations to their primary contacts (the Contractor's Contact, and the Contracting Authority's Contact).

16.4 If the Dispute has not been resolved within fifteen (15) business days (or such longer period as may be agreed in writing by the Parties) of being referred to the relevant persons outlined in Clause 17.2, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

16.5 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Centre for Effective Dispute Resolution (CEDR) in Ireland to appoint a mediator.

16.6 Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) business days of his/her appointment.

16.7 The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

16.8 For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, be suspended or be delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

18 GOVERNING LAW AND JURISDICTION

18.1 This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

19 NOTICES

18.1 Any notice or other written communication to be given to the Contractor under this Agreement shall either be delivered personally, or sent by registered post or email, to one or more of the following persons, within the Contractor: (a) the Contractor's Business Manager, Account Manager (or similar titled position); (b) the Contractor's senior management representative / director; (c) the Contractor's Contact;

18.2 Any notice or other written communication to be given to the Contracting Authority, other than those relating to disputes (which must be delivered both to the Contracting Authority's Contact and to the Head of Procurement and Contracts at the Contracting Authority), under this Agreement must either be delivered personally, or sent by registered post or email, to the Contracting Authority's Contact;

18.3 All notices shall be deemed to have been served as follows: (a) if personally delivered, at the time of delivery; or (b) if posted by registered post, at the time of delivery confirmed by the relevant postal service; or (c) if communicated by email, on the next working day following transmission.

19 ASSIGNMENT AND SUBCONTRACTING

19.1 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. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.

19.2 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 ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

22 SEVERABILITY

22.1 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.

23 WAIVER

2223.1 No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

24 NON-EXCLUSIVITY

24.1 Nothing in this Agreement shall preclude the Contracting Authority from purchasing Goods and Services from a third party at any time during the term of the Agreement.

25 MEDIA

25.1 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 Contractor without the prior written consent of the Contracting Authority.

26 CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

26.1 The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Goods and Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Contracting Authority immediately should any conflict or potential conflict of interest come to its attention during the term of this Agreement and to comply with the Contracting Authority's directions in respect thereof. In the event of such notification, the Contracting Authority 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.

26.2 Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Contracting Authority, 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 Contracting Authority immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Contracting Authority's directions in respect thereof, to the satisfaction of the Contracting Authority. In the event of such disclosure, the Contracting Authority 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.

26.3 The Contractor 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 26.3 or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Contracting Authority 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 Contractor of the amount or value of any such gift, consideration or commission.

27 ACCESS TO PREMISES

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

27.2 The Contractor shall upon reasonable notice by the Contracting Authority, and within a maximum of five working days, allow the Contracting Authority access to its premises (including the premises of any Subcontractor or agent) where the Goods and Services are being performed for the Contracting Authority under this Agreement.

28 EQUIPMENT

28.1 The Contractor shall provide all equipment and materials necessary for the provision of the Goods and Services ("Equipment").

28.2 All Equipment brought onto the Contracting Authority's premises shall be at the Contractor's own risk and the Contracting Authority shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Contracting Authority'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 Contractor.

28.3 The Contractor shall maintain and store all items of Equipment within the Contracting Authority's premises in a safe, serviceable and clean condition.

28.4 The Contractor shall, at the Contracting Authority's written request, at its own expense and as soon as reasonably practicable, within a maximum of five working days: (a) remove from the Contracting Authority's premises any Equipment which in the reasonable opinion of the Contracting Authority is either hazardous, noxious or not in accordance with this Agreement; and (b) replace such item with a suitable substitute item of Equipment.

28.5 On completion of the supply of the Goods and Services the Contractor shall remove the Equipment used by the Contractor to supply the Goods and Services and shall leave the Contracting Authority's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Contracting Authority's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

29 NON-SOLICITATION

29.1 For the term of this Agreement and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Contracting Authority nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

30 CHANGE CONTROL PROCEDURE

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

30.2 The change control procedures set out in this clause 30 will apply to all changes irrespective of whether the Contractor or the Contracting Authority proposes the change.

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

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

30.5 The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.

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

30.7 The Contractor and the Contracting Authority will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Contracting Authority's request for any variation is subsequently withdrawn but results in a delay in the supply of the Goods and Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

31 KEY PERSONNEL

31.1 The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel, (including employees, agents, independent consultants, etc. used by the Contractor for the supply and performance of the Goods and Services) as agreed with the Contracting Authority or otherwise proposed or assigned by it to supply the Goods and Services (the "Key Personnel") shall be available for the term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the supply of the Goods and Services to the Contracting Authority. In the event that any of the Key Personnel assigned by the Contractor to supply the Goods and Services under this Agreement becomes unable to provide the Goods and Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Contracting Authority in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Contracting Authority such details as the Contracting Authority may reasonably require in writing regarding any Replacement Personnel. The Contracting Authority shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

32 INSURANCE

32.1 The Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property and the Contractor shall maintain such insurance policies as will protect the Contracting Authority from said risks, including but not limited to the types and amounts of cover stated in the RFT.

32.2 In addition, if accessing or using a mechanically propelled vehicle on campus, then the Contractor shall have Motor Insurance with third party cover with a property damage limit of €6.5 million per claim or series of claims arising from one event and unlimited in the aggregate.

32.3 In addition, from the date of the PO until completion of delivery, the Contractor is obliged to insure the Goods.

32.4 In addition, where professional indemnity insurance is specified in the RFT, the Contractor is obliged to maintain this cover for a period of 6 years following completion of the Agreement.

33 ORDER OF PRECEDENCE FOR ANY ADDITIONAL CLAUSE(S)

33.1 Any additional clauses added to the Agreement shall not in any way be read, interpreted or construed to overrule these Terms and Conditions or any other aspect of the Agreement.

33.2 In the event that any additional terms or conditions do conflict with the Agreement and these Terms and Conditions of clause 1 to clause 33 inclusive, then the terms and conditions of the Agreement and clause 1 to clause 33 inclusive shall take precedence.

Schedule B: The Specification

The Specification shall be as per the goods and services specifications provided by the Contracting Authority in the RFT and the solution to meet the Contracting Authority's requirements proposed by the Contractor in the Submission.

Schedule C: Prices, Rates and Charges

Save for any requirements which have not specifically been priced as part of the Tender process the Prices, Rates and Charges for delivery of the Specification shall be as outlined by the Contractor in the Submission, subject to the terms outlined in the RFT.

Schedule D: Service Levels

The Service Levels shall be as per the Specification provided by the Contracting Authority in the RFT and the solution to meet the Contracting Authority's requirements proposed by the Contractor in the Submission.

Schedule E: Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

    1.1 Subject matter of processing

    1.2 Nature of processing

    1.3 Purpose of processing

    1.4 Duration of the processing

2. Types of personal data

3. Categories of data subject

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The [insert name of Contracting Authority], of [insert address] (hereinafter "the Contracting Authority") of the one part;
and

[Contractor's legal name: to be completed on signing.], of [address: to be completed on signing.] (hereinafter called "the Contractor") of the other part.

WHEREAS

A. By Request for Tenders dated [insert date] entitled [insert title] (the "RFT") the Contracting Authority invited tenders ("Tenders") for the provision of the Goods/Services described in Appendix 1 to the RFT (the "Goods" "Services") ("the Competition"). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor has been identified as the preferred bidder in the Competition.

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

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority 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 Contracting Authority 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 Contracting Authority, the supply of Goods/Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and

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

3. For the purposes of this Agreement "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any

guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

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

4.2 not, without the prior written consent of the Contracting Authority, 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 Contractor'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 Contractor

PROVIDED ALWAYS that the Contractor 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 Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

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

i in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; 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).

6. The Contractor undertakes:

6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

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

6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) 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 Contracting Authority so request in writing. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.

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

9. The Contractor 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.

10. The Contractor 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.

11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

"Data Subject" has the meaning given under the Data Protection Laws;

"Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

"Personal Data" has the meaning given under Data Protection Laws;

"Processing" has the meaning given under the Data Protection Laws;

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

(1) process that Personal Data only on the written instructions of the Contracting Authority;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to,

Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
ii. the data subject has enforceable rights and effective legal remedies;
iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Contacting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contacting Authority or the Contracting Authority's designated auditor.

L. The Contractor shall:-

1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.

(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.

(OR IF USING A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

The Contracting Authority consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 as between the Contracting Authority and the Contractor. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority _____ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor _____
Witness	Witness

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

   1.1 Subject matter of processing

   1.2 Nature of processing

   1.3 Purpose of processing

   1.4 Duration of the processing

2. Types of personal data

3. Categories of data subject

End of Document