FRAMEWORK AGREEMENT

for the provision of

DOMESTIC ENERGY UPGRADE SERVICES

for the

North West Energy Agency

North West Energy Agency
Targeting net zero energy emissions by 2045

Co-funded by the European Union

LEAP Local Energy Agencies for Peripheral Regions

Comhairle Contae Dhún na nGall
Donegal County Council

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Agreement

This Agreement is entered into on [insert date] by and between the following Parties:

Client:

North West Energy Agency (*North West Regional Energy Agency CLG, Registration Number 719967*), with Registered Office C/o Donegal County Council, County House, Lifford, Co Donegal, Ireland, hereinafter called "the Client"

Contractor:

[insert company name] with registration number [insert CRO/Company number], with Registered Office at [insert Registered Address], hereinafter called "the Contractor"

It is hereby agreed that the Contractor shall provide home energy upgrade works, hereinafter called "the Works", to the Client in accordance with 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:

   a. This **Agreement** including any Schedules attached hereto;

   b. The Request for Tenders for the Establishment of a Multiparty Framework for the provision of Domestic Energy Retrofitting Works to support area-based home retrofitting projects issued by the Client ("**the RFT**")

   c. The response submitted by the Contractor to the RFT dated [xx/xx/xxxx] ("**the Submission**")

2. The Contractor agrees to provide the Works described in the RFT to the Client in accordance with this Agreement ("Agreement") for the Lots listed below:

Lot (delete as required)	**Description**
Lot 1	**Full Retrofit**: All measures for deep home retrofit
Lot 2	**Full Retrofit – Islands:** All measures for deep retrofit Donegal islands

3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in the Submission.

4. The term of this Agreement (the "Term) will begin on the date of this Agreement and will remain in

effect for 1 years. The Term shall be subject to earlier termination as provided in this Agreement. The Client reserves the right to extend the Term for a period or periods of up to 12 months with a maximum of 2 such extensions permitted subject to its obligations at law.

For CONTRACTOR

Signed by Contractor : .....

Date: .....

Contractor Name (Block Capitals): .....

For 'Client' / NORTH WEST ENERGY AGENCY (NWEA)

(1) Signed on behalf of NWEA: .....

Position: .....

Date: .....

(2) Endorsed on behalf of NWEA: .....

Position: .....

Date: .....

Add NWEA Company Seal

Terms and Conditions

1. The Works

1.1. The Works shall include services related to the energy upgrade of homes including the installation of energy efficiency and renewable energy measures.

1.2. The Works may relate to a single home or multiple homes and the specific details will be agreed between the parties prior to commencement as set out in Annex 1.

2. Contractor's Obligations

The Contractor shall:

2.1. Complete the Works with all due skill, care and diligence, and in accordance with these Terms and relevant law and regulation, including, without limitation, health and safety law and regulation and in accordance with any applicable manufacturer's guidelines and instructions.

2.2. Only use appropriately qualified, experienced, skilled and trained personnel, and who are also either registered with SEAI as a registered contractor or as nominated personnel, in supervising and signing off on the satisfactory completion of the Works.

2.3. Only install such measure as is appropriate having regard to the Client's requirements and the optimal energy efficiency of the home on which the Works are being carried out.

2.4. Ensure that, after the installation of measures is completed, the home is in the same state of repair, condition and cleanliness as it was before installation began.

2.5. Provide the Client with a signed and legible Scheme "Declaration of Works" on completion of the installation.

2.6. Provide the Client with a soft copy, by single file transfer (e.g. emailed zip file), of all relevant Works documentation for Homeowner's Handover Pack.

2.7. Warrants and represents to the Client and agrees that the Works corresponds in all respects with any appropriate technical documentation or specifications including, but not limited to, the Sustainable Energy Authority of Ireland (SEAI) Domestic Technical Standards and Specifications available on the SEAI website and any other prescribed specifications and standards guidance from SEAI pertaining to the Better Energy Homes scheme, is of merchantable quality, fit to effectively improve the energy efficiency of the home, free from defects and compliant with all relevant statutory requirements and regulations relating to such measure (the "Contractor's Warranty").

2.8. In the event of a breach of the Contractor's Warranty within a period of two (2) years from completion of the Works, then the Contractor shall, at the discretion of the Client but at the Contractor's cost and expense, repair or replace the Works or remedy its installation within a period of fourteen days from being notified by the Client of the breach. If the Contractor does not repair or replace the Works or remedy its installation within this fourteen day period, then the Client shall have the right to purchase replacement works of a similar or equivalent specification to the Works from another source and/or organise the remedy of

any defective installation and the Contractor shall refund to the Client all monies paid by the Client to purchase such replacement works and services. These remedies do not affect the Client's statutory rights and remedies.

2.9. Assign and pass through to the Client the benefit of all warranties that it has received from third parties in relation to the Works.

2.10. Fully indemnify and keep the Client indemnified from and against any losses, liabilities, demands, damages, costs, claims and expenses (including, without limitation, legal costs and expenses) awarded against or suffered, incurred or paid by the Client which arise out of, or are consequential upon or connected with the Contractor's performance (or non-performance) of its obligations under these Terms and/or any breach of the Contractor's Warranty.

2.11. Maintain for the term of this Agreement the following insurances as a minimum:

Type of Insurance	**Indemnity Limit**
Employer's Liability	€13,000,000
Public and Products Liability	€6,500,000

2.12. Not assign these Terms or subcontract any part of the Works without the Client's consent.

3. Client's Obligations

The Client shall:

3.1. Act as the sole agent of the owner of the home(s) on which the Works are being carried out.

3.2. Shall pay or allow to the Contractor the amount certified for the Works in accordance with the agreed payment terms.

4. Safety, Health and Welfare at Work (Construction) Regulations 2013

4.1. The roles required to be fulfilled for Construction work in accordance with the Safety, Health and Welfare at Work (Construction) Regulations 2013, are agreed as set out in the following table.

Role	**Provided by**
Property Client	Owner of the property on which the Works are carried out
Project Supervisor for the Design Process (PSDP)	The 'Client' as named in this Agreement
Project Supervisor for the Construction Stage (PSCS)	The 'Contractor' as named in this Agreement
Contractor	The 'Contractor' as named in this Agreement

5. Call-off Contracts

5.1. When the Client decides to offer works under this Agreement, a Call-off Contract will be used.

5.2. Each Call-off Contract will include the No. of homes, locations, a quantified Works Order for each home, and a required timeframe for starting and completion.

5.3. Call-off Contract offers will be sent via the e-tenders platform, with notifications issued to the Framework members.

5.4. The Call-off Contract value will be based on the rates submitted by the Contractor to the RFT. The Contractor may submit reduced rates within the Call-off Contract if they wish.

5.5. Where measures are requested which were not listed in the RFT, a quotation will be sought from the Contractor in the Call-off Contract offer.

6. Payment

6.1. The Contractor will invoice the Client in accordance payment terms in the Call-off Contract.

6.2. The Client will make payment of the invoices within 30 days of receipt subject to satisfactory provision of the Works and supporting documentation by the Contractor.

6.3. Unless otherwise agreed, payments for each home will be sequenced as follows:

Stage	**Maximum % of total payment**
Works complete	100%

7. Price adjustment

7.1. The rates submitted by the Contractor to the RFT shall be subject to adjustment for price fluctuations in the cost of materials and other costs (labour etc.) for any extension of the Agreement in line with SCSI Tender Price Index.

8. Confidentiality

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 as required by law or as may be necessary to give effect to the terms of this Agreement.

9. Capacity/independent contractor

It is hereby agreed that the Contractor is acting as an independent contractor and not as an employee. The Parties acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for works.

10. Notice

All notices, request, demands or other communications required or permitted by the term of this Agreement will be given in writing by email to these Parties.

11. Amendment of the Agreement

11.1. Any modification to this Agreement shall only be binding if evidenced in writing and signed by an authorised representative of each Party.

12. Dispute resolution and governing law

12.1. Should there be any dispute arising out of this Agreement, including the interpretation or fulfilment of any of its provisions, all such disputes shall in the first instance be promptly discussed in good faith by the Parties in an effort to arrive at a mutually agreeable solution. Failing the resolution of the matter within a 3-week period from the date of written notice by either Party that discussions in respect of the dispute are required, the dispute may be referred by either Party to mediation by notice in writing to the other Party, with the terms and conditions of the mediation to be agreed by the Parties.

12.2. If the matter is not resolved by mediation (including failure to agree on the identity of the mediator and/or failure to agree the terms and conditions of the mediation) within a further 4-week period of the date of the written notice of referral to mediation, such Dispute shall be and is hereby referred to arbitration and the final decision of such person as the Parties hereunto may agree to appoint as arbitrator or, failing agreement between the Parties within ten (10) Business Days of the aforementioned written notice having been served, as may be appointed on the request of either Party by the President for the time being of Engineers Ireland, (who shall have due regard to any qualifications required of the arbitrator by the agreement of the Parties taking into account the nature of the Dispute involved).

12.3. The arbitrator shall have power to open up, review and revise any opinion, decision, requisition or notice under this Agreement, and to determine all matters in dispute which shall be submitted to him/her, and of which notice shall have been given as aforesaid, in the same manner as if no such opinion, decision requisition or notice had been given (and appoint any experts necessary to assist in either technical or legal matters, as the case may be, in consultation with the Parties to the Dispute). Every or any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2010.

12.4. Unless the Parties expressly agree in writing to the contrary, the Parties undertake as a general principal to keep confidential, the referral to arbitration, all awards together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right, to take legal

advice or to enforce or challenge an award in bona fide legal proceedings before a court or other judicial authority.

12.5. In the event that any dispute or difference of any kind whatsoever shall arise between either one of the Parties to this Agreement and any third party, which is substantially the same or connected with issues in any Dispute, either Party to this Agreement shall be entitled to require that such third party shall be joined as a party or parties to any arbitration pursuant hereto and the Parties shall permit and co-operate in such joinder. In such a case the arbitrator appointed under this Agreement shall have power to make such directions and all necessary awards (in the same manner as a High Court Judge) as to joining one or more defendants or joining co-defendants or third parties as parties to the arbitration.

12.6. In the event that any Dispute which arises under this Agreement shall be substantially the same as or connected with any issues in a related dispute between either one of the Parties to this Agreement and any third party, and if the related dispute has already been referred for determination to an arbitrator, the Parties hereby agree that the Dispute arising under this Agreement shall (if required by either Party) be referred to the arbitrator appointed in respect of the related dispute. In such a case the Party requiring joinder shall be entitled to require that any other third party or parties may also be joined as a party or parties to such arbitration and the Parties shall co-operate in such joinder and the arbitrator shall have the same powers set out in Clause 12.3 above.

12.7. This Agreement shall be governed by and construed in accordance with the laws of Ireland and the Parties each submit to the exclusive jurisdiction of the Irish Courts.

Appendix 1: Call-off Contract offer (example for 1 home – not to be filled out)

The Works Specified below are to be completed in accordance with the Framework Agreement for the provision of Domestic Energy Retrofitting Works to support area-based home retrofitting projects.

Site location

Eircode of home	
Address of home	

Works Order

Measure (add lines as needed)	**Quantity**	**Unit**	**Rate per unit (as tendered)**	**Total (ex VAT)**
Total cost of works				

(Attach any relevant drawings/documents)

Required timeframe

Works element	**Latest acceptable date**	**% payment upon completion**
Site mobilisation		
(interim works elements if required)		
Final QA and Handover		

Safety File

Risk Assessment/Preliminary Safety & Health Plan attached or provided on acceptance of the Call-off Contract.