Comhairle Cathrach Bhaile Átha Cliath
Dublin City Council

Single-Operator Framework Agreement

Terms and Conditions

for the Provision of:	
Consultancy Services Framework for the Preparation of Strategic Noise Mapping and Noise Action Plans for Round 5 of the Environmental Noise Regulations 2018–2021 to a CNOSSOS-EU Methodology	
PARTIES	
Contracting Authority:	Dublin City Council
Framework Operator:	
Date:	TBC

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Subject to contract / contract denied

Framework Agreement with a Framework Member in a Single-Operator Framework for the Provision of Consultancy Services Framework for the Preparation of Strategic Noise Mapping and Noise Action Plans for Round 5 of the Environmental Noise Regulations 2018–2021 to a CNOSSOS-EU Methodology.

The Framework will be available for use by the Noise Mapping Bodies (NMBs) and Action Planning Authorities (APAs) designated under the Regulations that are responsible for road and rail noise sources only and/or the LGMA. In accordance with the Regulations, and for the avoidance of doubt, the authorities that may use this Framework are set out below.

- Carlow County Council
- Cavan County Council
- Clare County Council
- Cork City Council
- Cork County Council
- Donegal County Council
- Dublin City Council
- Dún Laoghaire-Rathdown County Council
- Fingal County Council
- Galway City Council
- Galway County Council
- Iarnród Éireann (Heavy Rail)
- Kerry County Council
- Kildare County Council
- Kilkenny County Council
- Laois County Council
- Leitrim County Council
- Local Government Management Agency (LGMA)
- Limerick City and County Council
- Longford County Council
- Louth County Council
- Mayo County Council
- Meath County Council
- Monaghan County Council
- Offaly County Council
- Roscommon County Council
- Sligo County Council
- South Dublin County Council
- Tipperary County Council
- Transport Infrastructure Ireland (National Roads & Light Rail)
- Waterford City and County Council
- Westmeath County Council

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- Wexford County Council
- Wicklow County Council

Initial Contract and Framework Operation

This Framework will be established through the award of an initial contract, which will relate solely to the Dublin Agglomeration, and which will include the following NMBs and APAs;

- Dublin City Council (DCC)
- Dún Laoghaire Rathdown County Council (DLRCC)
- Wicklow County Council (WCC) (Part included within the agglomeration boundary)
- South Dublin County Council (SDCC)
- Kildare County Council (KCC) (Part included within the agglomeration boundary)
- Fingal County Council (FCC).

Dublin City Council will act as the Contracting Authority for the initial contract and will be responsible for the establishment and overall administration of the Framework Agreement.

Following the establishment of the Framework, participating NMBs and APAs or the LGMA may conduct their own Supplementary Request for Tender in accordance with the terms of the Framework Agreement. Any such Supplementary Request for Tender will be managed by the authority conducting that competition (i.e. NMB or APA or the LGMA), and the resulting service contract shall be entered into directly between the successful tenderer and the relevant authority, as appropriate (and they will be the Contracting Authority responsible for that contract).

Scope of Services for Framework

The scope of services covered by this Framework and contracts includes, but is not necessarily limited to, the following;

Phase 1 – Noise Modelling and Mapping

- Data Review, Collection and Processing for the Noise Model
- Processing of Road Traffic Data Sets and Preparation of Road Traffic Model for reference year 2026.
- Noise Modelling and Preparation of Strategic Noise Maps for the following noise sources to a CNOSSOS-EU Methodology;
    - Road Traffic
    - Rail Traffic
    - Industry

- Population Exposure and Harmful Effects Assessment.
- Preparation of Relevant Project Reports
- Stakeholder Engagement.
- Publish Strategic Noise Maps and Support Contracting Authority with Public Engagement.
- Reporting to EPA in line with EEA reporting requirements.

Phase 2 – Noise Action Plan

- Identification and review of Important Areas (IAs), Most Important Areas (MIAs) and Priority Important Areas (PIAs), in line with EPA Guidance.
- Identification and Review of Potential Candidate Quiet Areas (PCQAs) and Candidate Quiet Areas (CQAs), in line with EPA guidance, including consideration of soundscape issues and assessment.
- Noise Action Plan Preparation including;
    - Review of national policy and planning legislation & documents.
    - Noise reduction measures.
- Collaboration with NMBs and Stakeholders.
- Screening for Strategic Environmental Assessment (SEA) and SEA (if required).
- Screening for Appropriate Assessment (AA) and Natura Impact Report (if required).
- Public and Stakeholder Consultation.
- Reporting to the EPA in line with EEA reporting requirements.

General – Phases 1 & 2

- Project Meetings.
- Deliverables and Documentation.
- Project Management.

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Parties

Dublin City Council of Civic Offices, Wood Quay, Dublin 8

(Hereinafter referred to as the 'Contracting Authority)

AND

[insert legal name of Framework Member] of [insert address of Framework Member]

(Hereinafter referred to as the "Framework Member" or "Member")

Background

The Contracting Authority has conducted a tender competition advertised on the Irish Government procurement website www.etenders.gov.ie under the open procedure. Following evaluation of its tender against the published award criteria, the Framework Member is now appointed as the sole economic operator under this Framework Agreement.

Definitions

"Call Off Contract" means any contract awarded on foot of this framework agreement.

"Call Off Request" means the request issued by the Contracting Authority to a Framework Member instructing that Framework Member, under the Supplementary Request for Tender, to provide the required Services.

"Commencement Date" means after [insert date].

"Competitive Procedure" means the process leading to the establishment of this Framework Agreement and/or award of a Contract on foot of this Framework Agreement.

"Contract" means a contract which falls within the scope of this Framework Agreement and for which the Contracting Authority conducts a Competitive Procedure under the terms of this Agreement;

"Framework Agreement" means these terms and conditions, including any Schedules hereto;

"Framework Member" means the supplier or service provider formally appointed to the Framework Agreement on foot of a Competitive Procedure.

"Framework Period" means the period in years set out in Clause 3.1;

"Request for Tender" means the document issued by the Contracting Authority on [insert date], with the aim of establishing the framework agreement.

"Other Conditions" means for example Contract Terms and Conditions, Special Terms and Conditions and/or Service Level Agreement as may be appropriate;

"Supplementary Request for Tender" means an invitation from the Contracting Authority for the Framework Member to respond to a specific requirement which was not specifically covered under the original Request to Tender, but does fall within the Scope of the Framework Agreement

"Supplementary Tender" means the submission of the Framework Member in response to a Supplementary Request for Tender.

1. Appointment of Framework Member

1.1 The Framework Member accepts its appointment as the sole economic operator to provide the Services, if instructed to do so from time to time by the Contracting Authority, under the terms and conditions of this Framework Agreement.

1.2 This Framework Agreement sets out, amongst others, the award procedure for the Services which may be required by the Contracting Authority, the main terms and conditions for any Call-Off Contract, and the obligations of the Framework Member during and after the Framework Period.

1.3 Membership of this Framework does not entitle the Member to be consulted in respect of, or awarded any contract during, the Framework Period. The Contracting Authority may at its sole discretion choose not to enter any contracts falling within the scope of this Framework Agreement, or to terminate the Agreement in accordance with Section 9.

1.4 While this Framework Agreement will in general form the basis for the award of contracts during the Framework Period, the Contracting Authority reserves the right to operate outside the terms of the Framework Agreement, for example if it considers that it is not achieving value-for-money or the nature of the contract would benefit from a separate competitive process.

2. Period of Framework Agreement

2.1 The Framework Agreement shall take effect on the Commencement Date.

2.2 The Framework Agreement will be for a period of [two (2)] years [with the option to extend it for two separate one-year periods, subject to agreement with the Framework's Economic Operator].

For the avoidance of doubt, the Contracting Authority confirms that the period of any Contracts awarded under this Framework Agreement may extend beyond the date of expiry of the agreement.

3. Scope of Framework Agreement

3.1 This Framework Agreement relates to the provision of [Consultancy Services Framework for the Preparation of Strategic Noise Mapping and Noise Action Plans for Round 5 of the Environmental Noise Regulations 2018–2021 to a CNOSSOS-EU Methodology.

The Framework will be available for use by the Noise Mapping Bodies (NMBs) and Action Planning Authorities (APAs) designated under the Regulations that are responsible for road and rail noise sources only and/or the LGMA. The full list of authorities that may avail of the framework is listed under Section "Subject to contract / contract denied".

Scope of Services for Framework and Initial Contract for the Dublin Agglomeration

The scope of services covered by this Framework and the contracts includes, but is not necessarily limited to, the following;

Phase 1 – Noise Modelling and Mapping

- Data Review, Collection and Processing for the Noise Model.
- Processing of Road Traffic Data Sets and Preparation of Road Traffic Model for reference year 2026.
- Noise Modelling and Preparation of Strategic Noise Maps for the following noise sources to a CNOSSOS-EU Methodology;
    - Road Traffic
    - Rail Traffic
    - Industry
- Population Exposure and Harmful Effects Assessment.
- Preparation of Relevant Project Reports
- Stakeholder Engagement.
- Publish Strategic Noise Maps and Support Contracting Authority with Public Engagement.
- Reporting to EPA in line with EEA reporting requirements.

Phase 2 – Noise Action Plan

- Identification and review of Important Areas (IAs), Most Important Areas (MIAs) and Priority Important Areas (PIAs), in line with EPA Guidance.
- Identification and Review of Potential Candidate Quiet Areas (PCQAs) and Candidate Quiet Areas (CQAs), in line with EPA guidance, including consideration of soundscape issues and assessment.
- Noise Action Plan Preparation including;
    - Review of national policy and planning legislation & documents.
    - Noise reduction measures.
- Collaboration with NMBs and Stakeholders.
- Screening for Strategic Environmental Assessment (SEA) and SEA (if required).
- Screening for Appropriate Assessment (AA) and Natura Impact Report (if required).
- Public and Stakeholder Consultation.
- Reporting to the EPA in line with EEA reporting requirements.

General – Phases 1 & 2

- Project Meetings
- Deliverables and Documentation
- Project Management

3.2 The maximum value of the framework over the life of the framework is

- Three Million Euro (€3,000,000) excluding VAT.

It should be emphasized that this value is not a guarantee of any spend over the life of the Framework Agreement.

4. Procedure for the award of Call-Off Contracts

4.1 Contracts awarded under the framework may be by direct appointment to the Framework Member.

4.2 Where the terms of the original tender competition did not specifically address the needs relating to a specific contract which falls within the scope of the framework the Contracting Authority will invite a Supplementary Tender from the Framework Member.

4.3 On each occasion that a Contract is awarded to a Framework Member pursuant to this Clause, the resulting Call-Off Contract shall be entered into using the applicable Terms and Conditions, Services Agreement, and any Special Terms and Conditions specified by the Contracting Authority issuing the invitation to provide a Supplementary Tender. The Contracting Authority reserves the right to utilise its own standard form of services agreement and/or terms and conditions for the provision of the Services, subject to the requirements of this Framework Agreement.

5. Notification of the award of a Call-Off Contract

5.1 When the Contracting Authority has made an award decision pursuant to Clause 4, the Contracting Authority will issue a notification in writing to the Framework Member.

6. Fixed Conditions for Contracts

6.1 Prices

The maximum price chargeable by the Framework Member during the initial [two] years of the Framework Agreement is as set out in Schedule 1, Form of Tender. Price changes, if applicable, will be in line with the Consumer Price Index or by any method agreed between the various parties.

6.2 Contract Manager

The Framework Member must nominate a contract manager to liaise with the Contracting Authority to ensure the successful operation of this Framework Agreement.

6.3 Personnel

The resources nominated by the Framework Member must be those used in the award of any contract under the framework and as detailed in Schedule 2 and any tender submitted in response to a Supplementary Request for Tender under the Framework.

Regarding personnel assigned to deliver services under the framework, where the successful Framework Member proposes to replace a nominated person, the proposed replacement person must be of equal or better qualifications and expertise than that of the original nominated person(s). Any replacements must be notified in writing to the Contracting Authority and must be agreed by the Contracting Authority prior to their commencement of any work under the Framework Agreement.

As part of any tender submitted following a Supplementary Request for Tender, the Framework Member will be required to demonstrate that they have sufficient resource capacity to deliver the contracts being tendered under the framework without negatively impacting on the delivery of any ongoing existing contracts that have already been awarded. Where the Contracting Authority is not satisfied that the framework member has demonstrated this resource capacity, they reserve the right to complete those contracts through a separate competitive process.

7. Obligations of Framework Member

7.1 Conflict of Interest

The Framework Member is required to inform the Contracting Authority of any conflict of interest of which it becomes aware during the period of the Framework Agreement. Any registrable interest involving the Framework Member and the Contracting Authority or employees of the Contracting Authority or their relatives must be communicated to the Contracting Authority immediately. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 and the Second Schedule of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify the Framework Member from tendering for a Contract or invalidate an award of Contract, depending on when the conflict becomes apparent.

7.2 Insurances

The Framework Member is required to maintain, at a minimum, the levels and forms of insurance set out in the tender documents and as detailed in Schedule 3 of this Framework Agreement.

7.3 Tax Clearance

The Framework Member shall maintain a tax clearance status as declared by the Irish Revenue Commissioners throughout the Framework Period and the period of any Contract being executed under the Framework Agreement (whichever is longer).

7.4 Assignment

The Framework Member shall not assign the benefit of its appointment under this Framework Agreement, or under any Contract, or any part thereof, unless with the prior written agreement of the Contracting Authority.

7.5 Data Protection

The Framework Member must operate fully in compliance with all relevant Data Protection legislation and accept the following terms and conditions:

7.5.1 In this Agreement the following terms shall have the meanings respectively ascribed to them:

"Data" means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Contracting Authority (including but not limited to his or her 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 Commissioner 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;

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

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

7.5.2 The Framework Member shall comply with all applicable requirements of the Data Protection Laws.

7.5.3 The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Framework Member is the Data Processor in respect of Data which is Personal Data. **Schedule 5** sets out the scope, nature and purpose of Processing by the Framework Member, the duration of the Processing and the types of Personal Data and categories of Data Subject.

7.5.4 The Framework Member shall, in relation to any Personal Data processed in connection with the performance by the Framework Member of its obligations under this Agreement:

(1) process that Personal Data only on or in accordance with 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 Framework Member 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 Framework Member complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;

7.5.5 The Framework Member 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).

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

7.5.7 The Framework Member 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.

7.5.8 The Framework Member 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 Framework Member is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Framework Member to store the Personal Data.

7.5.9 The Framework Member shall permit the Contracting Authority, the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Framework Member'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 Framework Member in any way for the provision of the Services. The Framework Member shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.

7.5.10 The Framework Member shall fully comply with and implement policies which are communicated or notified to the Framework Member by the Contracting Authority from time to time.

7.5.11 The Framework Member shall maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.

7.5.12 The Framework Member 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 Framework Member 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.

7.5.13 The Contracting Authority does not consent to the Framework Member appointing a third party processor of Personal Date under this Agreement.

7.5.14 Save for clauses 7.5.2, 7.5.3, 7.5.4(4) and 7.5.5, all the obligations on the Framework Member in this clause 7 relating to the processing of Personal Data shall apply to the processing of all Data.

7.5.15 The provisions of this clause 7 shall survive termination and or expiry of this Agreement for any reason.

8. Termination of Appointment

8.1 This Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving three (3) months written notice to the Framework Member. This Agreement may be terminated by the Framework Member, without liability for compensation or damages, by serving three (3) months written notice to the Contracting Authority.

8.2 The Contracting Authority also reserves the right to terminate the framework agreement in the following circumstances:

8.2.1 Where improved value for money in terms of cost and/or quality is available through an alternative public procurement process established by the sector or at Government level.

8.2.2 Where the business needs of the organisation have changed and the framework no longer meets those needs and/or where the budget available for the requirements defined by the framework agreement has substantially altered (increased or decreased).

8.3 Without prejudice to any other rights or remedies to which it may be entitled, the Contracting Authority shall be entitled to terminate the appointment of the Framework Member forthwith and without liability by giving notice at any time if:

8.3.1 The Member commits a material breach of any term or condition of this Framework Agreement, or a Contract concluded under the Framework Agreement;

8.3.2 The Member fails to perform any obligation or responsibility under this Agreement or a Contract concluded under the Framework Agreement, and, if such breach is capable of being remedied, fails to remedy the breach within fourteen (14) days of notice given by the Contracting Authority requiring the Member to do so;

8.3.3 The Member convenes a meeting for the purposes of, or proposes to enter into any arrangement or composition for the benefit of its creditors;

8.3.4 The Member is unable to pay its debts within the meaning of Section 570 of the Companies Act, 2014 or any analogous provision of law;

8.3.5 An order is made, or an effective resolution is passed for the winding up of the Member's company other than for the purpose of restructuring the terms of which have been agreed by the Contracting Authority;

8.3.6 A petition is presented, or an order is made, or a resolution passed, or any analogous proceedings or action is taken for the appointment of an examiner, administrator, receiver, trustee or any similar officer over the Members company;

8.3.7 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Member;

8.3.8 The Contracting Authority reasonably believes that any of the events mentioned above is about to occur in relation to the Member and notifies the Member;

8.3.9 The Member has committed any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this agreement or the relevant Contract;

8.3.10 Any representation made by the Member in connection with this Agreement or a Contract shall in the opinion of the Contracting Authority prove to be untrue or incorrect in a material respect as of the date when made.

9. Termination of Framework Agreement

9.1 In circumstances outlined in Section 8.1 and 8.2, the Contracting Authority reserves the right to terminate this Agreement by providing three (3) months' notice in writing to the Framework Member. The Framework Member shall have no claim for damages or otherwise against the Contracting Authority as a result of the Contracting Authority terminating this Framework Agreement in accordance with this Clause.

9.2 In circumstances outlined in Section 8.3, the Contracting Authority reserves the right to terminate this Agreement by providing fourteen (14) days' notice in writing to the Framework Member. The Framework Member shall have no claim for damages or otherwise against the Contracting Authority as a result of the Contracting Authority terminating this Framework Agreement in accordance with this Clause.

9.3 Termination of the Framework Agreement pursuant to Clause 9.1 and Clause 9.2 shall not relieve or discharge the Framework Member from any obligations which may have accrued prior to such termination.

9.4 For the avoidance of doubt, termination of this Framework Agreement shall not affect the validity of any Contract entered into by the Contracting Authority and any provider of the service pursuant to that Framework Agreement.

9.5 It shall be the sole responsibility of the tenderer to fulfil its obligations under the Framework Agreement and any and all Contracts awarded thereunder, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

Failure to comply with this requirement may result in the termination of the Framework Agreement and / or any Contract associated with the Framework Agreement, at the absolute discretion of the Contracting Authority.

10. Notices

10.1 The address, email and telephone numbers of the parties for the purpose of the giving of notices under this Agreement are as follows:

The Contracting Authority

[Owen McManus

Technical Support Division

Floor 5, Block 2

Civic Offices,

Wood Quay

Dublin 8

D08 RF3F]

E-mail address: [owen.mcmanus@dublincity.ie]

Tel: [01 2222582]

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The Framework Member

[Name of contact for notices]

[Address Line 1]

[Address Line 2]

[Address Line 3]

E-mail address: [insert email]

Tel: [insert number]

Fax: [insert number]

10.2 Any notice or other communication whether required or permitted to be given by one party hereto to the other shall be in writing and shall be deemed to have been duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and:

10.2.1 If delivered, at the time of delivery to the addressee or its duly authorised agent;

10.2.2 If sent by pre-paid post, four (4) days after posting if addressed to the party to whom such notice is to be given at the address set forth for such party in this Agreement (or such other address as is from time to time notified to the other party hereto);

10.2.3 If transmitted electronically on receipt of 'read receipt' or equivalent.

10.3 All notices to the Contracting Authority or the Framework Member from the other party under this Agreement or the relevant Contract shall be in writing and sent to the appropriate address set out above.

10.4 All notices, documents and communications provided under this Agreement or the relevant Contract shall be in the English language.

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SIGNED:

On behalf of the CONTRACTING AUTHORITY

Name:

(Block letters)

Position:

Signature:

Date:

Witnessed by:

(signature)

Witness name:

(Block letters)

On behalf of the Framework Member

Name:

(Block letters)

Position:

Signature:

Date:

Witnessed by:

(signature)

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Witness name:

(Block letters)

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Schedules to this agreement:

Schedule 1: Form of Tender – from the Framework Members' tender response

Schedule 2: Resources – from the Framework Members' tender response

Schedule 3: Insurances – evidence of insurances in place as per levels required for the framework

Schedule 4: Proposed Contract Terms and Conditions

Schedule 5: Data Protection

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Schedule 1: Form of Tender – from the Framework Members' tender response

As per [Tender's name] response under the Form of Tender – Services - Ultimate Cost Criterion D Section of the Tender Response Document (TRD).

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Schedule 2: Resources – from the Framework Members' tender response

As per [Tender's name] response under the Manpower Levels and Technical Resources Sections of the Tender Response Document (TRD) and/or any tender submitted in response to a Supplementary Request for Tender under the Framework.

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Schedule 3: Insurances – evidence of insurances in place as per levels required for the framework

As per [Tender's Name] response under the Financial Information Section of the Tender Response Document (TRD).

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Schedule 4: Proposed Contract Terms and Conditions

In accordance with the Single-Operator Framework Agreement Terms and Conditions and the General Terms and Conditions for the Purchase of Services signed by [Tender's name].

Tenderers should note that, in accordance with section 4.3 of the Framework Agreement, where additional contracts are awarded under this Framework Agreement, the resulting Contract shall be entered into using the applicable Terms and Conditions and Services Agreement of the authority (NMB, APA or the LGMA) issuing the tender. Each authority reserves the right to utilise its own standard form of services agreement and/or terms and conditions for the provision of the Services, subject to the requirements of this Framework Agreement.

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Schedule 5: Data Protection

Processing, Personal Data and Data Subjects

Processing by the Contractor

1.1 Subject matter of processing

No processing of personal data is envisaged under this Framework Agreement. The Services relate to noise modelling/mapping, noise assessment and environmental analysis using environmental, transport, and population exposure data.

1.2 Nature of processing

Not applicable. The Contractor is not expected to collect, access, store, transmit, analyse, or otherwise process personal data in carrying out the Services.

1.3 Purpose of processing

Not applicable. The purpose of the Services under the first Contract is the assessment and management of environmental noise and associated population exposure statistics and others, rather than the processing of personal data.

1.4 Duration of the processing

The Services are expected to be provided for a period of twenty-five (25) months, or for such period as may be necessary to complete all works required under the Scope of Works. However, as stated above, no personal data will be processed under this Framework Agreement.

2. Types of personal data

No personal data is expected to be processed under this Framework Agreement. The data used in the performance of the Services will consist of aggregated statistics, including the estimated number of persons exposed to specified noise levels, and will not identify any individual natural person.

3. Categories of data subject

Not applicable. No personal data will be processed under this Framework Agreement and, therefore, there are no categories of data subjects.

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