

## **Appendix 5: Services Contract**

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An Garda Síochána

and

Tetra Ireland Communications Ltd

### **AGREEMENT**

Relating to the provision of Services pursuant to

Request for Tenders for the Provision of A Proof of Concept for a Body Worn Camera system with associated software and Services, for An Garda Síochána.

**The Commissioner of An Garda Síochána of Garda Headquarters, Phoenix Park, Dublin 08, D08HN3X (the "Client");**

And

**Tetra Ireland Communications Ltd, of Park West Business Park, Block 43A, 2<sup>nd</sup> Floor, Yeats Way, Dublin 12, D12P5V6 (the "Contractor")**

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

WHEREAS:

- A. By Request for Tender entitled "*A Proof of Concept for a Body Worn Camera system with associated software and Services, for An Garda Síochána.*" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number OJ S 28 of 2024 dated 08/02/2024 ("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](http://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 26<sup>th</sup> February 2024 ("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.
- C. After an evaluation of all tenders, the Tender was selected as being the most economically advantageous tender subject to a contract being entered into between the Client and the Contractor.
- D. The Parties agree to contract with each other in accordance with the terms and conditions hereafter set out.

**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 the Schedules listed in clause 30 and attached hereto;
  - ii. The RFT;
  - iii. The Submission
2. The Contractor agrees to provide the Services (defined below) to the Client in accordance with this Agreement ("Agreement"). Schedule B details the nature, quality, quantity and functional specifications of the Services to be delivered 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 Tim Willoughby, Garda HQ, Dublin 8. The Contractor's Contact is [REDACTED] Tetra Ireland Communications Ltd.
5. This Agreement shall take effect on the date of this Agreement (the "Effective Date") and shall expire on the first anniversary thereof, 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").

The Contracting Authority reserves the right, at its discretion, to extend the Term for a period or periods of up to six (6) months each with a maximum of two (2) such extensions on the

- same terms and conditions, subject to the Contracting Authority's obligations at law. The Term will not exceed years (2) years in the aggregate.
6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT. In this Agreement each capitalised term will have the meaning set out below:
- "Acceptance"** means acceptance by the Client of a Deliverable or a Phase in accordance with the acceptance procedures set out in Schedule E;
- "Authorised User"** means any person or other User specified in the RFT that requires access to or use of the Solution, subject to the subscription cost set out in Schedule C;
- "Body Worn Cameras"** shall have the meaning ascribed to it the RFT Appendix 1 – 3.0 – Body Worn Camera.
- "Customised Software"** means and comprises all modifications, enhancements, and customisations to the Proprietary Software, and all related materials in eye readable form including the user instructions, technical literature to be created and developed by the Contractor or a third party specifically and exclusively for the Client in accordance with the Specifications together with the media on which such Software and materials are recorded and printed but excludes the Proprietary Software;
- "Data"** means all information, whether in oral or written or electronic form, created by or in any way generated in the provision of the services including all information that is recorded by the Body Worn Cameras and all information that is the output of any computer processing, or other electronic manipulation of information recorded by the Body Worn Cameras, or, in the course of using and configuring the Services provided under this Agreement and includes any Personal Data, metadata, derived data and traffic data;
- "Data Centre"** means the primary and secondary data centres in the EEA which shall be used to provide the Services;
- "Data Compromise"** means any actual or reasonably suspected unauthorised access to or compromise to the security or confidentiality or integrity of the Data or the ability of the Client to access the 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 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;
- "Deliverables"** means such products, work, or services to be delivered by the Contractor under this Agreement and as may be more particularly set out in the Detailed Project Plan appended at Schedule G to this Agreement;
- "Detailed Project Plan"** means the plan submitted by the Contractor for the fulfilment of its responsibilities under this Agreement for the design, configuration, migration, testing, training, and implementation of the Services to meet the requirements of the RFT including the Deliverables and Key Milestones as approved by the Client and appended at Schedule G to this Agreement;
- "Digital Evidence Management System"** shall have the meaning ascribed to it in Appendix 1 – 2.0 – Digital Evidence Management System;
- "EEA"** means European Economic Area;
- "Exit Assistance Period"** means the period commencing on the Exit Assistance Start Date up

to and including the date specified by the Client as being the date upon which the Exit Management Services shall finish. The Exit Assistance Period shall not, without the Contractor's prior written consent, be greater than 6 Months;

**"Exit Assistance Start Date"** means: (i) where either Party serves notice on the other Party to terminate this Agreement, the date specified by the Client upon which the Exit Assistance Period shall commence; or (ii) where the Initial Term or Renewal Term (as applicable) will expire, the day which is 6 Months prior to the final day of the Initial Term or Renewal Term (as applicable), unless the Client has notified to the Contractor that an alternative date is to be treated as such;

**"Exit Management Plan"** means an integrated plan developed by the Parties to effect an orderly transition of the Services from the Contractor to the Client and/or to the Replacement Contractor(s) in the event of expiry or termination of this Agreement (in full or in part) meeting the requirements set out in paragraph 2 of Schedule L (Exit Management);

**"Exit Management Services"** means the obligations and services set out in Schedule L (Exit Management) and in any Exit Management Plan to be performed by the Contractor in support of any transition of the Services from the Contractor to the Client and/or to the Replacement Contractor(s);

**"Good Industry Practice"** means at any time, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced operator engaged in the same type of undertaking as the Contractor in complying with its contractual obligations, all applicable laws and standards;

**"Key Personnel"** means all the Contractor's Personnel listed in Schedule F to this Agreement;

**"Key Milestones"** or **"Milestones"** means the dates and deadlines by which particular Deliverables or obligations of the Contractor are scheduled to be completed as set out in the Detailed Project Plan appended at Schedule G to this Agreement;

**"Malicious Software"** means any software program or code intended to destroy, interfere with, corrupt, or enable unauthorised access to, or cause other undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

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

**"Pricing Schedule"** means the Pricing Schedule at Appendix 2 of the RFT;

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

**"Proprietary Software"** shall mean and comprise all or any part of generic developed software and generic applications which do not have any feature or functionality which is specifically and exclusively applicable to the Client and all other related documents and other materials including the user instructions and the technical literature in eye readable form together with the media on which the Proprietary Software, user instructions, technical literature and documentation are recorded and / or printed which are supplied or to be supplied by the Contractor or a third party software vendor to the Client as part of the provision of the Services, but excludes the Customised Software;

**"Replacement Contractor"** means any third party service provider appointed by the Client to supply any services which are substantially similar to any of the Services and which the Client procures in substitution for any of the Services following the expiry, termination or partial termination of this Agreement;

**"Replacement Services"** means the provision of any services which are substantially similar to any of the Services and which the Client carries out itself or procures in substitution for any of the Services following the expiry, termination or partial termination of this Agreement;



**"Services"** means the provision of the Solution and all customisation, configuration, upgrades, data migration, testing, implementation, hosting, support, training, development, integration and other services (including post-implementation services) necessary for the



purpose of providing, supporting and enhancing the Solution as described in the RFT (including but not limited to Appendix 1 of the RFT) and the Service Level Agreement at Schedule D and any other products, deliverables, and services to be provided by the Contractor to the Client, (i) described in the Submission, (ii) identified in this Agreement, or (iii) otherwise necessary to comply with this Agreement;

**"Solution"** means the electronic information system(s) comprising any one or more of the Digital Evidence Management System – as referenced in Appendix 1 – 2.0, the Body Worn Cameras, hardware, equipment, software, peripherals, and communications networks owned, controlled, operated and/or used by the Contractor to supply the Services as more particularly described 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	SIGNED for and on behalf of the Contractor
<hr/> (Being a duly authorised officer)	
Witness	Witness 

## Schedule A: Terms and Conditions

### 1. CONTRACTOR'S OBLIGATIONS

- A. The Contractor undertakes to act with due care, skill, and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill, and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
  2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
  3. comply with all local security and health and safety arrangements as notified to it by the Client; and
  4. provide the 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 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.
- C. 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 Submission 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 1B (4) above, to the extent that it or they are retained by the Contractor. Subject to clause 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.
- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to any Subcontractor, the Client 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 subcontract a right for the Contractor to terminate the subcontract 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 subcontract which it awards.
- E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. 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 Client for any purposes whatsoever.

- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client 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 10.
- G. The Contractor agrees that any information relating to this Agreement and/or the performance of this Agreement may be used in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. 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 Client indemnified from and against any claim arising, liability, loss, or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.
- I. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:
  - i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
  - ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
  - iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;
  - iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to a point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

## 2. KEY PERSONNEL

- A. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client.
- B. The Contractor shall, to the extent permitted by law, ensure that all Key Personnel assigned by it to provide the Services shall be available for the Term of this Agreement, or in respect of certain Key Personnel for such other period(s) (including the Exit Assistance Period) as specified in Schedule F.



- C. In the event that any of the Key Personnel assigned by the Contractor to provide the Services (or any part thereof) under this Agreement becomes unavailable to provide the Services, or does not obtain security clearance in accordance with Clause D below, then the Contractor shall immediately notify the Client in writing explaining the reason for the unavailability and proposing a replacement for that person with a person of at least equivalent experience and expertise ("Replacement Personnel"). The Client may accept or reject such proposed replacement at its discretion.
- D. If requested by the Client, the Contractor shall provide security clearance from An Garda Síochána or other agencies nominated by the Client in respect of all or any personnel of the Contractor or of its agents or Subcontractors and the Contractor shall comply with all reasonable directions of the Client arising therefrom.
- E. The Contractor shall ensure that the employees, agents and Subcontractors of the Contractor pursuant to this Agreement shall remain under the full control and authority of the Contractor and shall not be regarded as employees or agents of the Client for any purpose.
- F. The Contractor will be required to successfully complete a Garda Vetting Process in respect of all personnel engaged in the provision of the Services, including personnel engaged by any subcontractors or servants or agents of the Contractor:
  - (i) This requirement will apply on an on-going basis to reflect changes in the status of personnel performing duties (as specified from time to time by the Client) under any contract awarded.
  - (ii) The Client shall reserve the right to carry out at any time a full Garda security review in respect of any or all personnel allocated to provide the services.
  - (iii) The Client reserves the right to refuse entry by any person, in the employment of the Contractor (or subcontractor), to any, or all of its sites, without explanation and to require removal of any personnel from the provision of services. In the event that any person (or subcontractor) fails to achieve such security clearance or security clearance status alters (which matter will be determined by the Client), the contractor shall propose alternative employees or agents of equal or higher ability.

### 3. PAYMENT

- A. Subject to the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
  - 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to the Acceptance and Approval Procedure set out in Schedule E, and/or the Milestones set out in Schedule G, and/or any compliance schedules or operational protocols in place pursuant to clause 10A;
  - 2. The furnishing by the Contractor of a valid invoice and such supporting documentation

as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;

3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement;
  4. The Client 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; and
  5. The deduction of Service Credits to which the Client may be entitled under the Service Level Agreement in Schedule D.
- C. 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.
- D. 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 Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. 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.
- E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants, and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

#### 4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- A. The Contractor acknowledges, warrants, represents, and undertakes that:
1. it has the capacity, authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
  2. the Services will be performed with all due skill, care and diligence in a timely and professional manner using appropriately qualified and experienced personnel and in



- accordance with good industry practice;
3. it shall comply with Data Protection Laws;
  4. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated 26<sup>th</sup> February 2024, which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
  5. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
  6. it retains and shall maintain for the Term insurances for the nature and amount specified in Schedule J. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4 A.6;
  7. 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;
  8. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance, or practices as may affect the provision of the Services as they apply to the Contractor;
  9. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
  10. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes. Breach of this warranty shall result in the application of the Indemnity contained at Clause 6;
  11. shall ensure that the Solution:
    - (i) shall for the Term of this Agreement, perform in accordance with the Specification, the RFT and the Submission
    - (ii) will not interfere with or adversely impact on the integrity of the Client's ICT environment;
    - (iii) shall be designed to be secure and adequately protected from unauthorised access;
  12. As an enduring obligation throughout the Term, it shall use all reasonable endeavours to prevent Malicious Software from being introduced into the Solution and Client's and each Authorised User's ICT environment. This shall include an obligation to promptly deploy latest versions of anti-virus software (including the latest versions of available anti-virus definitions from an industry accepted anti-virus software vendor) to check for, contain the spread and minimise the impact of, and delete, Malicious Software and to prevent Malicious Software from adversely impacting provision of

the Services or operation of the Solution and Client's and each Authorised User's ICT environment (except to the extent otherwise agreed by the Parties). If the Contractor becomes aware that there is a virus in its Solution, it shall immediately give notice to the Client and disconnect any interface with the Client until the Client is satisfied that the Virus does not create a danger to the Client's system;

13. notwithstanding clause 4.A.12, if Malicious Software is found, the Parties shall co-operate expeditiously to reduce, mitigate and resolve the effect of the Malicious Software and, particularly if Malicious Software causes an adverse impact on the operational efficiency of the Solution, the Services or Client's or any Authorised User's activities, or loss or corruption of Client Data, assist each other expeditiously to mitigate any losses and to restore the Solution and/or the Services (as applicable) to their desired operating efficiency at the earliest possible timeframe. In addition to any Client's rights set out in Schedule D (Service Levels), the Client shall be entitled to designate any instance of Malicious Software which it reasonably believes has, or may reasonably be expected to have, a material adverse impact on the Services and/or the Solution as a material event requiring fast-track resolution and escalate the matter to senior management of the Contractor, in which circumstances the Contractor shall prioritise resolution of the relevant matter in accordance with this clause as a matter of urgency;
  14. the Client shall be under no obligation to purchase any minimum number or value of Services; and
  15. each software maintenance release, software upgrades and software enhancement will be backwards compatible and will not result in any reduction of functionality set out in the Specification, the RFT and the Submission.
- B. The Contractor undertakes to notify the Client 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 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

## 5. REMEDIES

- A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages, costs or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the 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 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver the Services (including but not limited to any failure to remedy any defect in the Solution in compliance with Schedule D), the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

- C. 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.
- D. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death, or in respect of the Contractor's indemnity under clause 6 or in respect of a breach by the Contractor of clause 27 (Data Protection and Security), 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.
- E. Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6 (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed:-
  - (i) the relevant insurance indemnity limits specified in Schedule J; or
  - (ii) where no relevant insurance indemnity applies, one hundred per cent (100%) of the Charges paid or projected to be paid (whichever is higher) under this Agreement.

For the avoidance of doubt, where in clause 2.21.1, an insurance "Indemnity Limit" is stated to apply "for any one claim or series of claims arising out of a single occurrence," the limit on liability created by this clause shall apply to the Contractor's liability to the Client in respect of each occurrence and not to the Contractor's aggregate liability to the Client.

To the extent a Party elects to cure any failure by it to comply with its obligations under the Agreement, all costs and expenses associated with such cure will be borne solely by the curing Party and will in no event count toward satisfaction of the applicable Liability Cap.

- F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due ("the Retention Amount") calculated as follows:

€150,000 "The Retention Amount" which Retention Amount shall not at any given time exceed 20% of the Charges. In such event the Client shall identify the particular 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 said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.
- G. Upon notification to the Contractor by the Client of its dissatisfaction with the performance of the Contractor, the Contractor shall take action in accordance with Good Industry Practice to remedy any such performance failure(s) including:
  - (i) allocating such resources as may be necessary to remedy the failure and any consequences of the failure;
  - (ii) performing a root-cause analysis to seek to identify the cause of the failure and report to Client on its findings;



- (iii) taking all action necessary to mitigate the impact on Client and Client's business of the failure;
  - (iv) taking all reasonable action required by Client to remedy the failure; and
  - (v) taking all action necessary to prevent a repeat of the failure.
- H. Without prejudice to any general right to damages under this Agreement, where the Contractor does not meet the Milestones as set out in the Detailed Project Plan appended at Schedule G to this Agreement, the Client may, at its discretion, deduct the sum of 1% of the relevant Milestone payment, per day or part thereof, for each day of late delivery, as liquidated damages up to a maximum amount of 20% of the payment in respect of that Milestone (the "Liquidated Damages Threshold").

Where the Liquidated Damages Threshold is met or exceeded, the Client shall be entitled to claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period and/or the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

## **6. INTELLECTUAL PROPERTY AND LICENSING**

- A. Intellectual Property Rights ("IPR") means all patents and patents 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 in the Data, 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 copy rights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B. 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 Client independently of this Agreement, and any IPR in the Contractor's standard hardware and software products or modifications or updates to such products.
- C. All IPR title and interest in all Data, reports, data manuals and/or other materials (other than the Proprietary Software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams, or information inputted, loaded, placed onto or generated by the Solution in any manner, and of all Data, reports, outputs and end-products generated by or from the Solution) provided for the purposes of this Agreement (collectively "the Information") (or any part or parts thereof) shall vest in the Client 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 Information (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 Information to the Client absolutely. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Information generated up to and including the end of the Exit Assistance Period.
- D. The Client grants to the Contractor a royalty-free, revocable, non-exclusive license to use the Client's Pre-existing IPR and IPR in the Customised Software and/or the Information 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 6 all Pre-Existing IPR shall remain the sole property of the

party who owned, acquired, or developed such intellectual property.

- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the 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 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 Services.
- G. The Contractor hereby indemnifies the Client, its employees, agents, directors, officers, legal representatives, successors, assigns and customers from and against any and all losses, expenses, demands or claims asserted by third parties, and in respect of any actual or alleged infringement, misappropriation or violation of any intellectual property rights relating to the Solution or its use and shall keep and hold the Client, its employees, agents, directors, officers, legal representatives, successors, assigns and customers harmless from and in respect of all and any liability, loss or damages (whether direct, indirect or consequential), 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.

At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

- (i) procure the necessary rights for the Client to continue use;
  - (ii) replace the relevant Deliverable with a non-infringing equivalent;
  - (iii) replace the relevant Deliverable to make it non-infringing while giving equivalent performance; or
  - (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the Deliverable and refund to the Client the Charges paid for such Deliverable less a reasonable amount for the Client'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 Client as a result of the breach.
- H. The Contractor hereby grants to the Client and all Authorised Users a non-exclusive, royalty free, irrevocable worldwide license to access all elements of the Solution including all necessary software during the Term. The Contractor shall continue to grant licenses to any additional Authorised Users identified by the Client and provide the Services to the Client in accordance with the terms of this Agreement during the Term of this Agreement.
  - I. To the extent that Contractor is required to obtain rights, licenses, permissions, clearances, approvals and/or attribution information necessary for the Contractor to license or use the Solution in any manner, the Contractor undertakes that it has done and will continue to do so. The Contractor has made and will continue to make all payments to third parties necessary to obtain the right to license or use the Solution. Upon the Client's request, the Contractor shall deliver to the Client all evidence necessary to show that the Contractor has properly obtained the rights to license or use the Solution.



- J. The Contractor shall provide the Client and each Authorised User with access to the Solution. For the avoidance of doubt, all licences may be reallocated at the Client's discretion among the Authorised Users.
- K. The Client shall not, and shall take reasonable steps to ensure that no Authorised User shall:
- (i) sell, license, assign, or transfer any part of the Solution licensed to it in accordance with this clause 6; or
  - (ii) decompile, disassemble, or reverse engineer any part of the Solution (except to the extent permitted by law or otherwise expressly permitted and provided for under this Agreement).
- L. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

## 7. CONFIDENTIALITY

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided, or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to: -
- 1. its professional advisers subject to the provisions of this clause 7; or
  - 2. as may be required by law; or
  - 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
  - 4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT ("the Confidentiality Agreement"). If requested by the Client, the Contractor shall procure that its employees or subcontractors who have access to Confidential Information shall sign the Confidentiality Agreement.

The obligations in this clause 7 will not apply to any Confidential Information:

- 1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
  - 2. which is or becomes public knowledge other than by breach of this clause; or
  - 3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
  - 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly, the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement (including any details required by the Official Secrets Act 1963). 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 Client arising therefrom.

- D. In circumstances where the Client 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 2018, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before deciding on any request received under the above legislation. The Client 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.
- E. The terms of this clause 7 shall survive expiry, completion, or termination for whatever reason of this Agreement.

## **8. FORCE MAJEURE**

- A. 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 8B 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 (excluding COVID 19 or any related variants), government regulations, embargoes, explosions, fires, floods, tempests. For the avoidance of doubt, insurrection, riot, civil disturbance, rebellion and acts of terrorism shall not constitute Force Majeure Events for the purpose of this Contract. Further, a Force Majeure Event does not exempt the Contractor from compliance with its obligations under Clause 28 (Disaster Recovery & Business Continuity) and Clause 29 (Exit Management).
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations resulting from any Force Majeure Event, the Affected Party shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
  2. the anticipated delay in the performance of obligations;
  3. 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.
- C. If the Force Majeure Event continues for thirty (30) calendar days either Party may terminate this Agreement by providing not less than fourteen (14) days written notice to the other Party.
- D. In circumstances where the Contractor is the Affected Party, the Client 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.



## 9. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving no less than two (2) months written notice to the Contractor.
- B. Either Party shall have the right (in addition to the Client's rights under clause 9(A) and any other rights which each Party has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:
  - 1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement (including the Service Level agreement) and fails to remedy such breach(es) within thirty (30) days after receipt of a request in writing from the other Party;
  - 2. 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. The Client shall have the right, in addition to any other rights which it has at law to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor.
- D. 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.
- E. If requested by the Client, and subject to complying with Data Protection Laws, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.
- F. On completion or termination of this Agreement, howsoever arising, the Contractor must promptly return all documents and Data that is stored by the Contractor in any format or on any part of the Solution (including its production, configuration, test, training and development environments) to the Client in a non-proprietary, machine readable form. The Contractor shall not delete any Data including production and backup copies until such time as the Data returned has been validated by the Client. Once the Data returned has been validated by the Client and upon the instruction of the Client, the Contractor shall delete all production and backup copies of the Data and certify in writing or otherwise warrant that they have been permanently removed from the Contractor's facilities.
- G. On completion or termination of this Agreement, the Parties shall comply with the provisions of Clause 29 (Exit Management) and Schedule L (Exit Management).

## 10. CONTRACT MANAGEMENT

- A. The Client'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 Client from time to time. If requested in writing by the Client, the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

- B. The Client 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 Client thereby arising. The cost of inspection shall be borne by the Client.
- C. The Contractor agrees to:
  - 1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
  - 2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
  - 3. comply with all reasonable directions of the Client; and
  - 4. comply with any service levels and performance indicators set out in Schedule D.

## 11. DISPUTES

- A. 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.
- B. The Dispute shall be referred as soon as practicable to [REDACTED] Tetra Ireland Communications Ltd within the Contractor and to Mr. Andrew O'Sullivan, Garda Headquarters, Dublin 8, within the Client respectively.
- C. 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 nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D. 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 Mediators' Institute of Ireland to appoint a mediator.
- E. 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.
- F. 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.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.



- H. If, and to the extent that, any Dispute has not been settled pursuant to the mediation within thirty (30) days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

## **12. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION**

- A. 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.
- B. This Agreement shall be executed in duplicate, and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

## **13. NOTICES**

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B. All notices shall be deemed to have been served as follows:
1. if personally delivered, at the time of delivery;
  2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
  3. if communicated by email, on the next calendar day following transmission.

## **14. ASSIGNMENT, NOVATION AND TRANSFER**

- A. The Client may, at any time, assign, or otherwise transfer the whole or any part of this Agreement to any Minister or public sector body, entity, or office. Any such assignment, novation or transfer will be done at no additional cost to the Client.
- B. Any assignment, novation, or transfer to a third party of the Contractors rights or obligations under this Agreement (the "Transfer") requires the prior written consent of the Client. Prior to any such Transfer, the transferee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Transfer not complied with in the manner prescribed herein shall be null and void.
- C. Subject to a party's obligations at law, any subcontract of the Contractors rights or obligations under this agreement requires the prior written consent of the Client, 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.

## **15. ENTIRE AGREEMENT**

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. For the avoidance of doubt, no contractor or third party terms and conditions shall apply to the provision of the services and any click through terms and conditions shall be disabled.



## **16. SEVERABILITY**

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

## **17. WAIVER**

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.

## **18. NON-EXCLUSIVITY**

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

## **19. MEDIA**

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

## **20. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS**

- A. 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 Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.
- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.
- C. 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 20C or the commission of any offence by the Contractor, any Subcontractor, agent, or employee under the Prevention of Corruption Acts, 1889 to 2010 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration, or commission.

## **21. ACCESS TO PREMISES**

Any of the Client's premises made available from time to time to the Contractor by the Client 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.

## **22. EQUIPMENT**

- A. The Contractor shall provide all Body Worn Cameras, mountings, docking stations, docking brackets and fixtures and any other equipment and materials necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client 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 Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C. The Contractor shall maintain all items of Equipment in a safe, serviceable, and clean condition.
- D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
  - (i) remove from the Client's premises, any Equipment which in the reasonable opinion of the Client is either hazardous, noxious, or not in accordance with this Agreement; and
  - (ii) replace such item with a suitable substitute item of Equipment.
- E. On completion of the Exit Assistance Period the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe, and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

## **23. NON-SOLICITATION**

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

## **24. CHANGE CONTROL PROCEDURE**

- A. 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.
- B. The change control procedures set out in this clause will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. 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 Services (where known), the delivery dates, the price or any other impact on this Agreement, and an estimate of the effort and cost required to prepare an impact



assessment ("Impact Assessment")

- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and / or Impact Assessment within a reasonable timeframe of its completion, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G. 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.
- H. The Contractor and the Client 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 Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the 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.

## 25. PROJECT PLAN

- A. The Contractor shall, within one month of the Effective Date, submit the Detailed Project Plan for the design, configuration, migration, testing, training, and implementation of the Services to meet the requirements of the RFT and which shall be appended at Schedule G to this Agreement;
- B. The Detailed Project Plan shall align with the Requirements of the RFT and with the Contractor's Submission and shall be subject to approval by the Client.
- C. The Detailed Project Plan shall include details of all Deliverables and Key Milestones as approved by the Client.
- D. Any proposed changes to the Detailed Project Plan shall be made in accordance with the Change Control Procedure set out in Clause 24.
- E. The Acceptance and Approval Procedure set out in Schedule E shall apply in respect of all Deliverables and Milestones set out in the Detailed Project Plan.

## 26. SECURITY AND LOCATION OF DATA

- A. The Contractor shall develop a Cyber Security Plan ("Cyber Security Plan"), which shall align with the requirements of the RFT and with the Contractor's Submission and which shall be prepared in accordance with Good Industry Practice, and appended at Schedule H to this Agreement.
- B. The Cyber Security Plan shall specify the security policies, procedures and controls in place in order to protect against cyber threats and risk. The Cyber Security Plan shall also outline the specific steps to be taken in response to a breach. The Services will at all times be performed by the Contractor in accordance with the Cyber Security Plan.
- C. The initial Cyber Security Plan shall be delivered to and approved by the Client within one

(1) month of the Effective Date, or within such time as may otherwise be agreed between the Parties.

- D. The Contractor shall:
- (i) ensure that the Cyber Security Plan is kept up to date in accordance with Good Industry Practice;
  - (ii) submit an updated Cyber Security Plan to the Client for approval on request from the Client;
  - (iii) carry out regular security audits, at least once per calendar year, or as may otherwise be directed by the Client. The Contractor shall provide the Client with copies of all security audit reports and shall ensure that any failures, deficiencies or other vulnerabilities identified in the audit report are remedied without delay.
  - (iv) complete any Third Party Risk Management (TPRM) survey as required by the Client in relation to the provision of ICT Services to An Garda Síochána.
- E. All Data (both live and backup copies) shall be stored, hosted, and processed only in Data Centres located within the EEA. The Contractor shall not permit Data to be viewed, accessed, processed, transmitted or stored in any country outside of the EEA without prior notice to and approval from the Client.
- F. The Contractor shall ensure all Data is encrypted when transmitted across networks to protect against eavesdropping of network traffic by unauthorized users and is protected at all times from theft, interference and loss. In cases where source and target endpoint devices are within the same protected subnet, Data transmission must still be encrypted due to the potential for high negative impact of a Data Breach. The types of transmission may include client-to-server, server-to-server communication, as well as any data transfer between core systems and third party systems.
- G. The provisions of this clause 26 shall survive termination and or expiry of this Agreement for any reason.

## 27. DATA PROTECTION

- A. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- B. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is a Data Controller, and the Contractor is a Data Processor in respect of Data which is Personal Data. Schedule K 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.
- C. Without prejudice to the generality of clause 27A, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement: -
- 1. process that Personal Data only on the written instructions of the Client;
  - 2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, 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 and are aware of and comply with this clause 27; The Contractor shall provide appropriate training to its personnel in relation to:
    - (i) the correct handling of Personal Data so as to minimise the risk of security breaches; and
    - (ii) the requirements of Data Protection Laws;
  4. not process or otherwise transfer any Personal Data outside of the EEA without the Client's prior written consent and unless 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 Client with respect to the processing of the Personal Data;
  5. maintain, keep up to date and fully implement, an adequate data protection policy to ensure that it fully complies with its obligations under this Clause and will keep the Client apprised of all relevant matters in this regard and will suggest appropriate changes to the Client's data protection practices and procedures which are relevant to the Processing of the Personal Data by the Contractor where this will facilitate compliance by the Client and / or the Contractor with Data Protection Laws;
  6. to the extent permitted by law, notify the Client of all communications it receives from third parties relating to the Personal Data and shall not do anything or enter into any communication with such third party unless expressly authorised by the Client in writing;
  7. without undue delay, inform the Client if any Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Contractor shall implement an appropriate disaster recovery programme to ensure that the Data may be restored in such circumstances and the Contractor shall restore such Data at the Contractor's sole cost and expense;
  8. provide access to the Client's Data only to those Contractor's employees and/or approved subcontractors who need to access the Data to fulfil the Contractor's obligations under this Agreement. The Client reserves the right to request that any of the Contractor's employees or subcontractors who have access to Data be subject to Garda vetting (See Vetting Template in Appendix 1).
- D. The Contractor shall promptly notify the Client 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 Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without



limitation, by allowing Data Subjects to have access to their data).

- E. The Contractor shall without undue delay report in writing to the Client any Data Compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- F. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- G. The Contractor shall at the written direction of the Client, amend, delete, or return Personal Data and copies thereof to the Client on termination of this Agreement unless otherwise required by law.
- H. The Contractor shall permit the Client and / or any third party appointed by the Client for this purpose, the Data Protection Commission or other supervisory authority, 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 Client arising out of any such inspection, audit, or review. Any finding by any such audit that the Solution does not comply with any aspect of the Specification and / or the provisions of this Agreement shall be resolved by the Contractor to the satisfaction of the Client, at no cost to the Client, within a timescale to be specified by the Client.
- I. The Contractor shall fully comply with and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- J. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 27 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- K. 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 at the frequency set out in the DRBC Plan, 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 Subcontractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party;
- L. The Client consents to the Contractor appointing the third party processors listed in Schedule K as third-party processors 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 no less onerous than to those set out in this clause 27 as between the Client 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 27.
- M. The Contractor shall promptly notify the Client if the Contractor becomes aware of any

legislative change applicable to the Contractor which may prevent it from complying with its obligations under this Clause 27, in which case the Client reserves the right to terminate this agreement immediately and without liability for compensation or damages.

- N. Save for clauses 27A, 27B and 25D, all the obligations on the Contractor in this clause 27 relating to the processing of Personal Data shall apply to the processing of all Data.
- O. The provisions of this clause 27 shall survive termination and or expiry of this Agreement for any reason.

## **28. DISASTER RECOVERY & BUSINESS CONTINUITY**

- A. The Contractor shall ensure that it has in place and complies with at all times a Disaster Recovery and Business Continuity Plan ("DRBC Plan"), which shall align with the requirements of the RFT and which shall be prepared in accordance with Good Industry Practice, and appended at Schedule I to this Agreement.
- B. The DRBC Plan shall detail the steps, actions and procedures to be implemented to ensure that the Client and Authorised Users continue to receive the Services in accordance with this Agreement, and any adverse effect on the Client and/or Authorised Users is minimised, if any situation occurs (whether or not as a result of any act or omission of the Contractor) that materially impacts on the Contractor's ability to supply the Services.
- C. The DRBC Plan shall include full details in respect of the back-up procedures with regard to the Client's Data, including details of the frequency with which back-ups will be carried out and the media to be used in respect of back-ups. The DRBC Plan shall at all times align with the provisions of the Cyber Security Plan set out at Schedule H.
- D. The initial DRBC Plan shall be delivered to and approved by the Client within one (1) month of the Effective Date, or within such time as may otherwise be agreed between the Parties.
- E. The Contractor shall:
  - (i) ensure that the DRBC Plans are kept up to date in accordance with Good Industry Practice;
  - (ii) submit an updated DRBC Plan to the Client for approval every twelve on request from the Client;
  - (iii) carry out regular tests, of the DRBC Plans then in force. The Contractor shall ensure that the DRBC Plan is promptly amended if such tests identify any failures, deficiencies or other vulnerabilities in the DRBC Plan.

## **29. EXIT MANAGEMENT**

- A. Upon termination of this Agreement, for any reason, the Contractor shall comply with its exit management obligations in accordance with Schedule L (Exit Management)
- B. Without prejudice to the provisions of Schedule L, the Contractor shall, upon termination of this Agreement for any reason:
  - (i) continue to provide the Services and the Solution in accordance with this Agreement and to the required Service Levels until the end of the Exit Assistance Period;
  - (ii) ensure that there is no degradation in the performance of the Services and the Solution until the Termination Date and/or date of handover to the Client and/or to a

- Replacement Contractor; comply with its exit management obligations in accordance with Schedule L (Exit Management) and shall provide the Exit Management Services;
- (iii) provide to the Client, or a third party nominated by the Client, all Client Data, in a format reasonably designated by Client, together with any other information that Client reasonably requires in order to use the Client Data or convert the Client Data for use on another system;
  - (iv) co-operate with and provide such assistance as the Client may require to affect a full, smooth and orderly transfer of Client Data and/or knowledge; and
  - (v) otherwise co-operate with and provide such assistance as is reasonably requested by the Client to ensure an efficient, timely and orderly transfer of any Services and/or Deliverables (including the transfer of any knowledge, information, know-how and ideas relating to the Services obtained during the performance of the Services) to the Client and/or to a Replacement Contractor, whilst preserving business continuity for Client.
- C. The provisions of this Clause 29 shall survive the expiration or termination of this Agreement for any reason.

### 30. ADDITIONAL CONDITION(S)

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

This is a free text area to allow the Client to include any additional conditions to the Contract, for example a price review clause. Such additional conditions can be set out here by the Client]

### 31. LIST OF SCHEDULES TO THE AGREEMENT

Schedule A:	Terms and Conditions
Schedule B:	The Specification
Schedule C:	Charges
Schedule D:	Service Level Agreement
Schedule E:	Acceptance and Approval Procedure
Schedule F:	Key Personnel
Schedule G:	Detailed Project Plan
Schedule H:	Cyber Security Plan
Schedule I:	Disaster Recovery and Business Continuity
Schedule J:	Insurance
Schedule K:	Data Protection
Schedule L:	Exit Management



## Schedule B: Services: The Specification

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See also requirements contained in published SOR for completion.

### Appendix 1: Requirements and Specifications

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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.

#### 1.0 AGS Requirements

##### Current Environment

At present An Garda Síochána does not have a Digital Evidence Management System (DEMS) or any Body Worn Cameras (BWC) in operation. The Proof of Concept (POC), which is the subject of and will be established arising from this Request for Tender, will be operated for a defined period only and will ultimately be replaced by a further and separate procurement process which is designed to provide BWC and DEMS across the organisation to all Garda members. This further procurement process will be informed by the learnings which have been achieved from the POC. It is envisaged that the POC will be undertaken for a period of approximately 12 months or until such time as the solution arising from the subsequent replacement procurement process is ready to be implemented.

##### Anticipated Environment

As part of the Proof of Concept (POC), AGS intends to deploy BWC to Garda members in 3 divisions. In carrying out the POC AGS wishes to learn about the policing outcomes and best practice to inform future national procurement exercises for DEMS and Body Worn Cameras. It is proposed to select three suppliers for the POC with each supplier being assigned to one of the three specific divisions. In other words, a supplier's solution will only operate in one of the three divisions with the other supplier's solutions operating in another one of the divisions.

All data will be stored and transmitted securely using 256-bit encryption. All data must reside within the EU / Ireland and must meet GDPR compliance and ISO standards. The tenderer's attention is drawn to the attached Third Party Risk Management Information Security Lite Questionnaire that must be filled in.

For each of the divisions AGS will require a managed service in relation to maintenance and support in terms of each of the solutions, associated BWC devices, Docking Stations, Cloud Infrastructure, all underwritten by a comprehensive Service Level Agreement (SLA) that must include all elements of that solution e.g. Data storage, DEMS, connectivity, application life cycle management etc. The solution must also provide for a flexible training programme which will run solely/partly with/without the Garda College and must include courses such as induction, refresher & advanced courses; to be delivered via multiple mediums (e.g. 'on site', 'on line', on Mobile).

From a mounting perspective the expectation is that cameras are designed to be worn at various locations on the body or even head-mounted. An Garda Síochána currently uses the Klickfast mounting system for Tetra Radio and Mobile Data Stations (Smart Phone) on the member's uniform and are interested in

understanding variations and suggestions from respondents for head and chest mounting and connectivity options for our consideration.

## **2.0 Digital Evidence Management System (DEMS)**

The DEMS is a software solution that shall enable Gardai to upload, review, tag, catalogue, manage, and store the digital evidence. The DEMS will facilitate the collation, preservation, analysis and presentation of digital evidence while always maintaining its integrity and authenticity. Every digital asset will be individually referenced in an Audit Log, with every action logged and system encrypted until archived or deleted.

As part of the POC, AGS intends that the successful tenderers will each their DEMS software in conjunction with their BWCs. AGS wishes to learn about the capabilities and best practice applying to the use of this technology during the POC and prior to undertaking and to inform a future procurement exercise.

The DEMS must use open standards based data formats for all digital assets, where possible. This includes codecs, hashes, metadata for information management, security and geocoding purposes.

Given that AGS is a national organisation and the geographical boundaries and current infrastructure challenges, including bandwidth limitations in remote locations, it is anticipated that the POC will inform AGS in terms of how the BWC / DEMS work in both a highly distributed storage of digital assets and the ability to completely centralise storage, if required.

As part of the disclosure process to fulfil prosecution, defence and court requirements, the files must be accessible for secure access including audit trails and redaction as required. AGS is planning to use the POC to understand how the DEMS / BWC solutions can be used across the full Justice ecosystem, where suitable a Portal, or secure links (or otherwise) can be shared with the Courts Service, the Director of Public Prosecutions (DPP) and Legal Counsel whilst maintaining the integrity of the system, the files and the legal process.

As part of the POC, AGS is interested in understanding Information Management (IM) capability, including the capacity to capture, index, search, manage, cross-reference and link through metadata, sequester, extract, delete and transfer information according to legislation and policy. Audit, archival and deletion functions must also be supported

## **3.0 Body Worn Camera**

A Body Worn Camera is a relatively small camera device, that will be visibly attached to members of An Garda Síochána uniform. BWCs are capable of recording both video & audio. The purpose of body-worn cameras is to capture interactions between members of An Garda Síochána and members of the public. The footage captured will be uploaded into a Digital Evidence Management System (DEMS). This combination will be an invaluable tool for members of An Garda Síochána, Director of Public Prosecutions, and others in processing evidence and in the ability to provide a level of transparency with outside parties that was previously unachievable.

## **4.0 Hosting**

Aligning to the Irish Government “Cloud-First” strategy<sup>1</sup>, AGS is interested in understanding the implications of a cloud-first approach to deliver the DEMS / BWC solutions.

As part of the Costs in Appendix 2, respondents will be asked to outline all cost cloud capabilities across their product(s) where some / all data could be maintained by the DEMS with different security statuses on different storage systems. Respondents will also be asked to also outline any cloud redundancy solutions they have in relation to managing multiple copies of evidence in geographically diverse locations.

Depending on the cloud hosting model, there is a need for multifactor authentication to control access, which will have to be linked to the AGS Authentication models.

As part of your response to the costs, respondents are asked to provide all cost details in terms of the long term storage of Evidential Data, its retrieval, viewing, uploading, viewing by third parties, and potential cost models that you have per GB of data per Month.

In terms of moving from one DEMS to another where contracts have ended, AGS is interested as part of the POC to understand the implications of moving evidence from your system to another vendor’s system and have questions in Appendix 1 in terms of examples of tenderers who have “on-boarded” evidence from another vendor and any additional costs that may be association with exiting or entering.

As part of the POC, AGS is interested to understand the clarity of data ownership of any Cloud data – where An Garda Síochána has uploaded video and added Tagging metadata, and where the DEMS may also add Metadata – (UserID, Date, Time, location, and all other metadata).

## **5.0 Facial Recognition Technology**

This POC RFT procurement processes is being run under the legislative basis of the Garda Síochána (Recording Devices) Act 2023 which does not include a provision for the use of Facial Recognition Technology (FRT). However, Government policy is to provide a legal basis for the retrospective use of FRT in defined circumstances with appropriate safeguards as part of separate legislation which is currently planned, namely the Garda Síochána (Digital Management and Facial Recognition Technology) Bill 2023. In the event that this legislation comes into effect during the period of the POC then its use may be explored, again as valuable learning to inform future procurement processes.

An Garda Síochána has no plans to use live facial recognition on BWCs. While BWC footage is expected to be relatively small in volume and not a significant source for retrospective FRT, other DEMS managed digital evidence could be more significant in size.

## **6.0 Mobile App Integration**

An Garda Síochána has a Mobility project running where almost 15,000 frontline members have Android Devices with custom Apps to aid them in their different policing roles. AGS are interested in looking at any Mobile Apps supplier as part of the POC in the interest of streamlining the categorising of data.

## **7.0 Security**

During the POC, all data will be stored & transmitted securely using 256-bit encryption and all data must

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<sup>1</sup> [Cloud Computing Advice Note - ogcio.gov.ie](https://ogcio.gov.ie)



reside within the EEA and must meet GDPR compliance & ISO standards.

## 8.0 Project Scope

As part of the learning outcomes An Garda Síochána wishes to achieve from the POC, we wish to ascertain the implications of having sound on / off for the buffer period. We also wish to learn whether a pooled or personal issue deployment model suits AGS best. Therefore, deployment and scope of 3 POC sites, with 600 Body Worn Cameras across 3 Divisions / 5 stations is as follows: -

- **POC 1 - Dublin North Central Division – Store St. Garda Station - 100 Cameras**
  - Personal / Pooled Cameras
  - Potential for 30 Second Buffer with Sound
  - Initial use: Core Regular Unit, Operation Citizen, Community Policing.
- **POC 1 - Dublin South Central Division – Pearse St. and Kevin St. Garda Stations - 100 Cameras**
  - Personal / Pooled Cameras
  - Potential for 30 Second Buffer with Sound
  - Initial use: Core Regular Unit, Operation Citizen, Community Policing.
- **POC 2 - Limerick City – Henry St. Garda Station - 200 Cameras**
  - Personal / Pooled Cameras
  - Potential for 30 Second Buffer
  - Initial use: Roads Policing, Regular Units, Community Policing
- **POC 3 - Waterford City - Patrick Street Station - 200 Cameras**
  - Personal / Pooled Cameras
  - Potential for 30 Second Buffer
  - Initial use: Roads Policing, Regular Units, Community Policing
  - Potential for Plain Clothes trial
- **Training environment– Garda HQ – 10 Cameras per Tenderer**
  - Test / Training Environment per tenderer

## 9.0 Mandatory Requirements

Mandatory requirements are in the attached spreadsheet in Appendix 1 and must be filled in for all items.

## 10.0 Outline of Requirements

The successful tenderers will be tasked with the provision of a Digital Evidence Management System (DEMS) and associated products & services, including Body Worn Cameras (BMC) devices.

The following is an outline of our requirements:

### A – BWC

- A1 Features & Configuration
- A2 POC Implementation
- A3 Docking, Mounting and Usability
- A4 Data, Mobile App and Integration with DEMS
- A5 Relevant Case Studies

## **B - Digital Evidence Management System (DEMS)**

Provision of a Digital Evidence Management Solution (DEMS), to be delivered via a Cloud delivery model and architecture, and must include ongoing support, management, and maintenance. It shall be compatible with your proposed Body Worn Video (BMC) devices and support provided must meet the minimum Service Levels stated within the SLA Requirements. It is expected that the total solution will be delivered and managed by the supplier and that all software provided under this agreement is expected to be 'off the shelf' and not bespoke and therefore not require any acceptance testing procedures.

- B1 Features & Configuration
- B2 Design, Delivery and Implementation
- B3 Security Questionnaire (TPRM)
- B4 Audit Log
- B5 Exit Strategy

## **C - Associated products & services**

Provision of associated products & services, related to the proposed Digital Evidence Management Solution (DEMS), focusing on proposed Body Worn Video (BMV) devices and the support services for the complete solution.

- C1 Local Support Services including Break Fix
- C2 Delivery & Project Management Methodology
- C3 Provision of Training and Training Materials
- C4 Provision of Test / Training Environment

## **D - Cost**

Provision of a full cost breakdown for the maximum possible duration of the contract (i.e. 1 year minimum). This shall include all direct & indirect costs and any applicable discounts.

## **11.0 Docking Solution**

Due to the nature of the Proof of Concept, An Garda Síochána is looking for the tenderers to supply Docking Infrastructure (Rack system, Desk furniture or wall) to hold the required number of Body Cameras preferably in batches of 60 (negotiable). As a customer we want to limit our logistics around this POC and to that end the Supplier is asked to provide all aspects of infrastructure to house and hold Body cameras and Docking stations. For this POC no allocated wall space may not be available so as a customer our vision is as follows:

### **OPTION 1 - 19 Inch Rack mounting of Body Camera Equipment**

The Body Cameras can be provided on a 19-inch Rack deployment in the required location. This would entail all Body Camera Docking stations and associated equipment (Smart Boxes and cabling) are mounted in the 19-inch rack. The 19 Inch rack should be located in the locations where the body cameras are required by the users and should be accessible from either two or three side of the rack to the Body camera user. The following are required:

- All Body cameras are mounted and accessible to user at body height so users do not have to bend down to acquire a camera
- The maximum number of cameras in the rack should facilitate reasonable access to all users without large queues developing so this may limit the number of cameras deployed in a rack.

- It is envisaged that users will not have access to all four sides as one side will be up against a wall and no floor sockets will be available.
- All Spaces between the Docking Stations are blanked so the user cannot insert a hand into the electronics.
- All Docking Stations are electrically plugged into a high quality Multi socket rail installed in the in the Racking station.
- All Electrical installs meet Electrical Health and Safety requirements and will not over-load individual sockets which will be made available on the nearby wall.
- All Wiring is strapped and neat and tidy
- Racks may need to be earthed.
- The Rack will include the RFID card reader in a location accessible to all users
- A low noise fan if required to ensure no over-heating will be installed on top of the Rack
- A door is required to access the equipment that should be accessible if the door faces the wall then the rack should be on lockable wheels or capable of being pulled out.
- The door may be to the front or side if only two sides of the Rack are used for Body Cameras.
- All ancillary equipment required must be secured in and not accessible to the user a good quality lock is required for the 19" rack.
- 19" rack must not impede walkways.

#### **Option 2 - Table Top or Shelf Deployment**

If the suitable space available allows for desktop (or Shelf) deployment, then the tenderer is asked to provide the Desk and all associated fittings. For desk top deployment the following is required:

- All Body cameras are mounted and accessible to user at waist height so users do not have to bend down to acquire a camera
- The maximum number of cameras on the desk should facilitate reasonable access to all users without large queues developing so this may limit the number of cameras deployed per desk.
- Wall sockets may be limited so the tenderer is asked to manage the power requirement and ensure that it is physically fixed to the table.
- All Electrical installs should be certified by the supplier
- All Wiring is strapped and neat and tidy
- The Table will include the RFID card reader in a location accessible to all users.
- All ancillary equipment required must be Covered and locked away and not accessible to the user ensuring a tamper free installation.
- The table must not impede walkways

#### **Option 3 - If Wall space is available**

If wall space is made available, the installation is the responsibility of the supplier. This is our least preferred option at present as it may have other logistical concerns and permissions required. If the Supplier is going to mount the Body Cameras on a wall the following is required:

- Professional attachment of docks and associated equipment to the walls
- All Docking stations are at body Height to ensure no bending for the user when collecting the Body Cameras.
- All Electrical installs to meet Health and Safety requirements and be compliant with all Electrical Regulations.
- All associated wires and ancillary equipment (Smart boxes etc.) must be covered and tamper proof and not accessible to the user.



## Scoring Schedule.

CRITERION		%	MAXIMUM POSSIBLE SCORE	MINIMUM QUALIFYING THRESHOLD
<b>A</b>	<b>A - Body Worn Cameras (BWC)</b>	<b>23</b>	<b>2300</b>	<b>1380</b>
	A1 Features & Configuration		1200	
	A2 POC Implementation		400	
	A3 Docking, Mounting and Usability		800	
	A4 Data, Mobile App and Integration with DEMS		100	
<b>B</b>	<b>B - Digital Evidence Management System (DEMS)</b>	<b>32</b>	<b>3200</b>	<b>1920</b>
	B1 Features & Configuration		1400	
	B2 Design, Delivery and Implementation		700	
	B3 Security Questionnaire (TPRM)		600	
	B4 Audit Log		100	
	B5 Exit Strategy		400	
<b>C</b>	<b>C – Support Services</b>	<b>20</b>	<b>2000</b>	<b>1200</b>
<b>D</b>	C1 Local Support Services including Break Fix		600	
	C2 Delivery & Project Management Methodology		500	
	C3 Provision of Training and Training Materials		500	
	C4 Provision of Test / Training Environment		400	
	<b>Costs</b>	<b>25</b>	<b>2500</b>	<b>n/a</b>
	D1 Overall Cost		2500	
			<b>10000</b>	

### Project Management

An Garda Síochána ICT has initiated a Project Management Framework. The Framework consists of five phases (phase -1 to phase 4 outlined in the graphic below). Each phase has required project documentation and approval processes in order to progress the project.

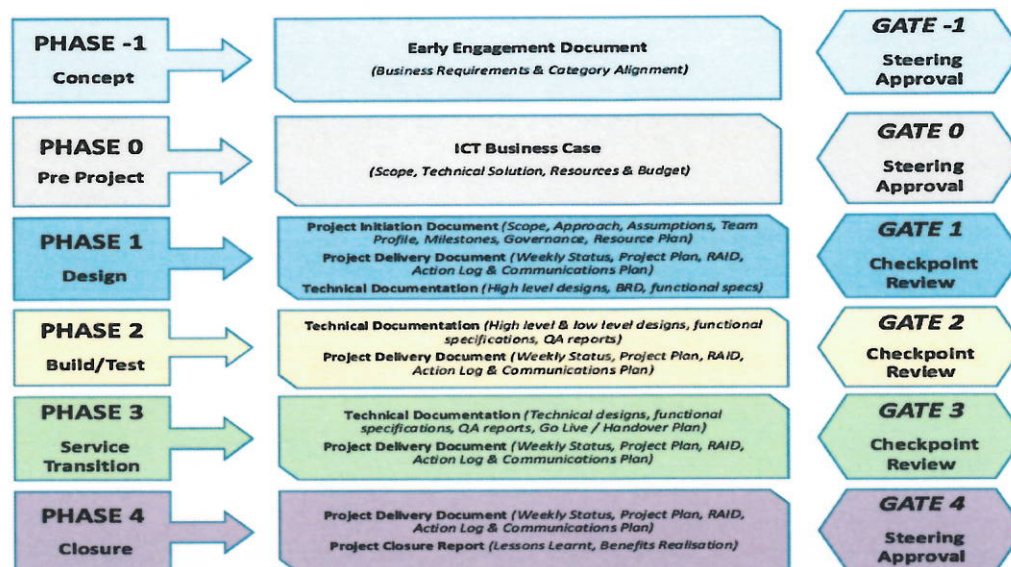
The required project documentation will be supplemented by required technical documentation, including but not limited to technical architecture standards, infrastructure requirements and operations technical documentation for testing and release schedules and security standards and associated approval processes to progress through each phase of the project.

The Successful Tenderer will be required to comply with the framework standards and work in conjunction

with An Garda Síochána's ICT Department to produce all required project and technical documentation. An Garda Síochána will retain ownership of all documentation produced during the course of the project.

The Successful Tenderer will be required to appoint a single point of contact to liaise with the ICT project manager during the course of the project and may on occasion be required to report to the project board and steering committee. The single point of contact will be required to produce reports to aid the ICT Project Manager in their reporting.

## PMO Framework Summary



## Schedule C: Charges

	Type	Item	Unit Cost	Number of Units	Cost (€) Excl VAT
A	Fixed	Item			
		Body Worn Cameras			
		Camera Mounting for Klickfast (if not included as part of the BWC)			
		Camera configuration (if required)			
		Docking Station (How many do you need for 200 cameras)			
		Upload Controller Hardware (if not included with Docking Station)			
		Implementation and configuration of Docking Station as Per Section A3			
		Proposed Local Support including Device Break / Fix			
		Physical Recording Sign - (warning of Body Camera Recording in progress for the entrance / exit of the POC stations)			
		Total			
B	Fixed	Digital Evidence Management System (DEMS) for 200 Cameras			
		Annual Licensing costs			
		Annual Hosting costs			
		Proposed Support Services for DEMS			
		Network Access Costs for 2.5PB			
		Storage Costs for 2.5 PB			
		Redundancy Cloud Solution Costs			
		Data, Mobile App and Integration with DEMS			
		Total			
C	Fixed	Associated products & services			
		Implementation of BWC and DEMS			
		Local Support Services			
		Provision of Training to 200 members on BWC and DEMS			
		Provision of Training on DEMS			
		Provision of Training For Admins			
		Delivery & Project Management			
		Post go Live local support (Per Day)			
		10 BWC (Test/Training Enviro)			
		Docking stations for Test/Training Enviro			
		Upload/Controller Hardware for Test/training Enviro			
		Digital Evidence Management System (DEMS) for 10 Cameras (Test/Training Enviro)			
		Total			
D	Variable	Additional Costs			
		Exit Costs - Engage, Determine, Extract Data			
		Any Additional Hardware or Software not listed above that is required for the successful implementation of your solution.			
		Total			
E	Miscellaneous	In Vehicle Solution (Interior / Exterior / ANPR)			
		Cost for connectivity to your cloud solution where its dimensioned to cater for concurrent end of 12 hr shift streaming of 100 cameras.			
		Storage Options – Hot Storage (1.25PB)			
		Storage Option – Cold Storage (1.25PB)			
Overall Total					€1,548,544.34

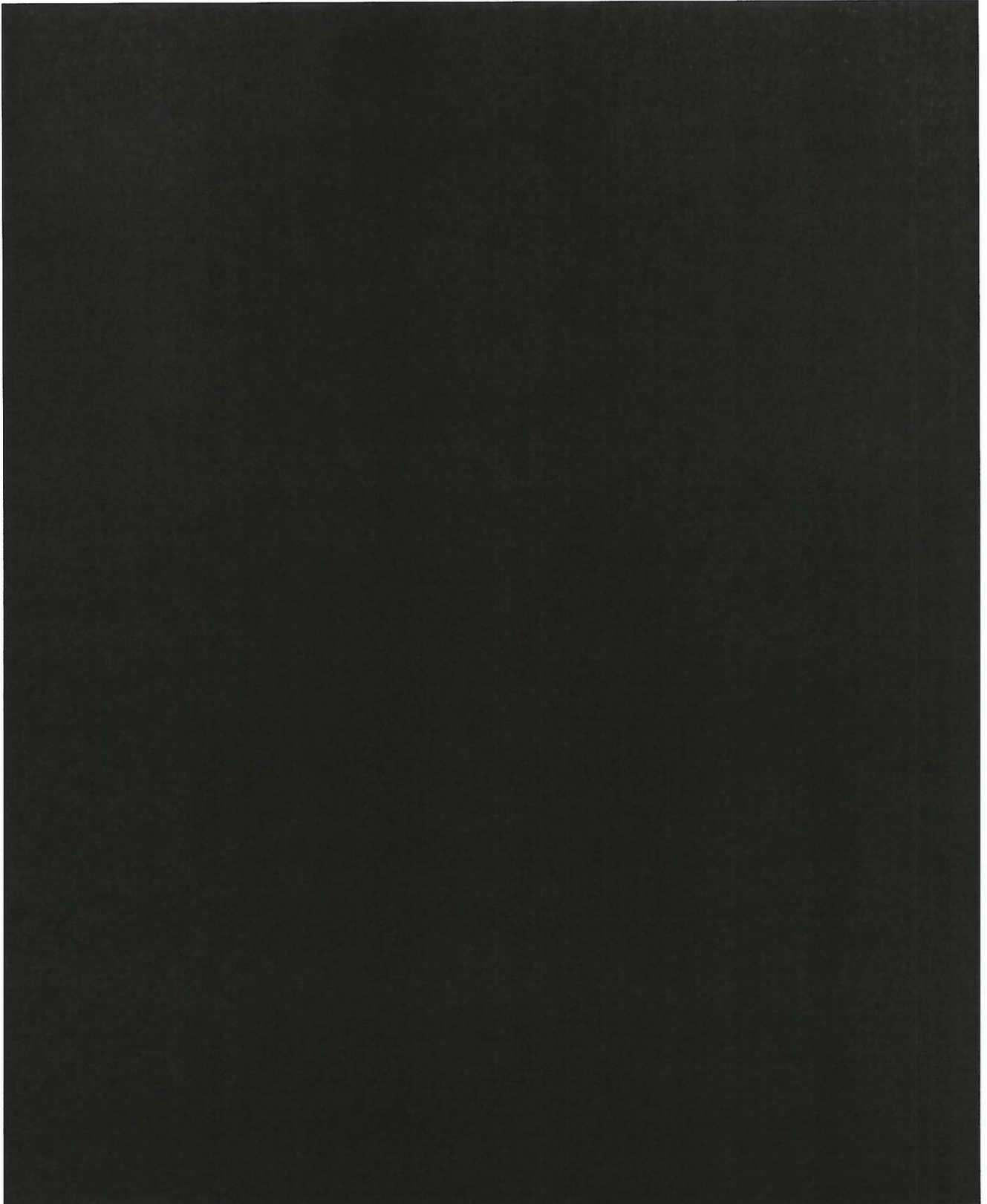


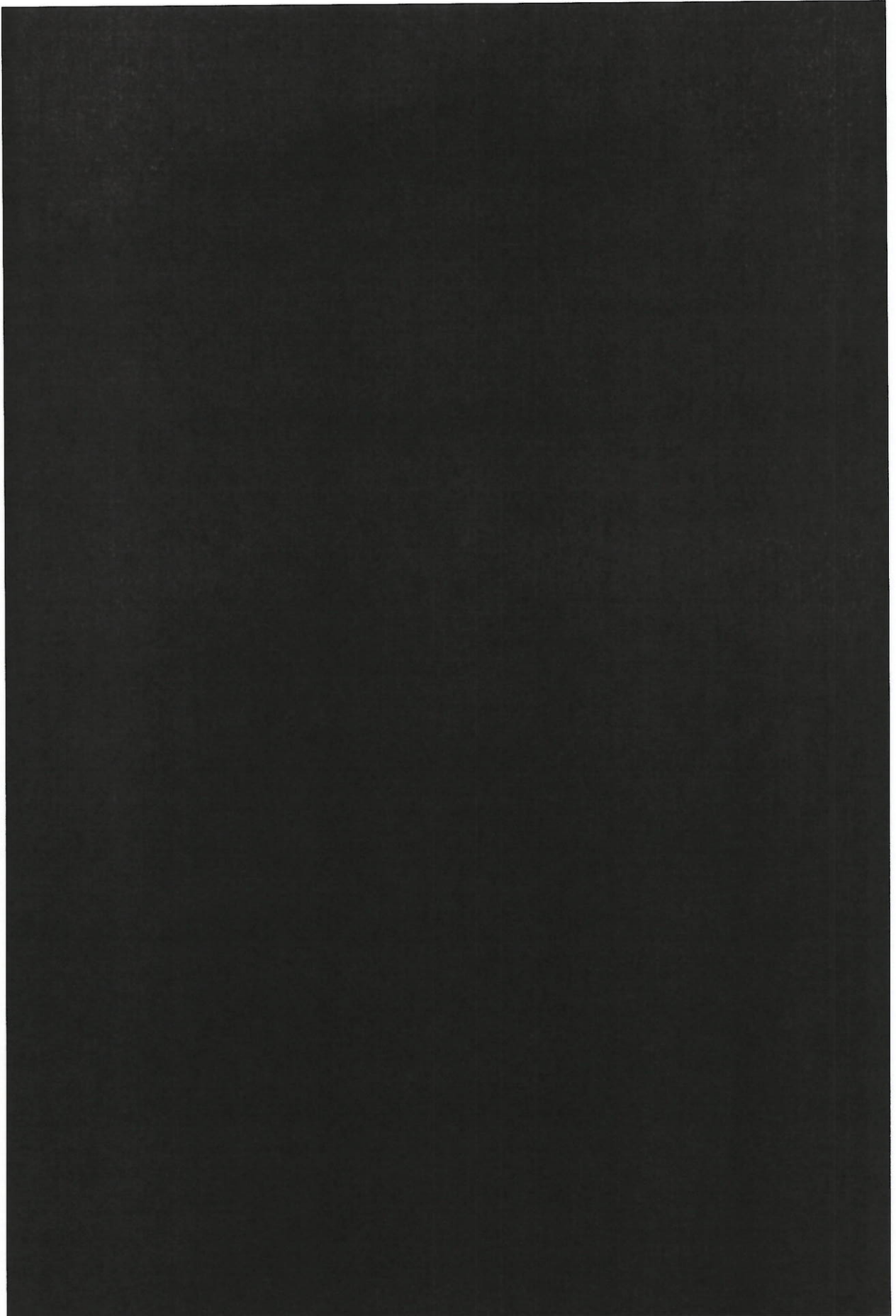
## **Schedule D: Service Level Agreement**

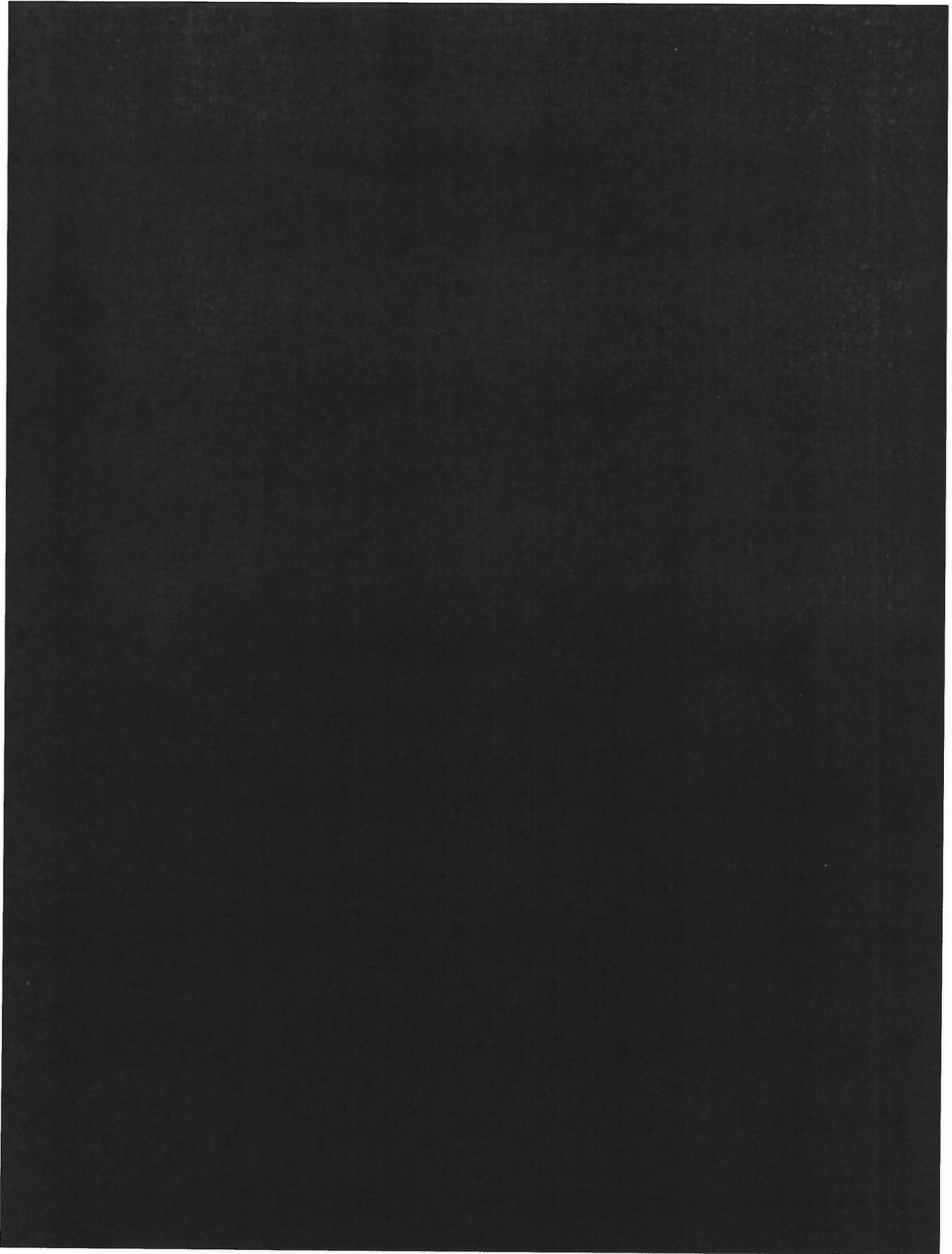
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### **1. BWV POC Managed Service Description**

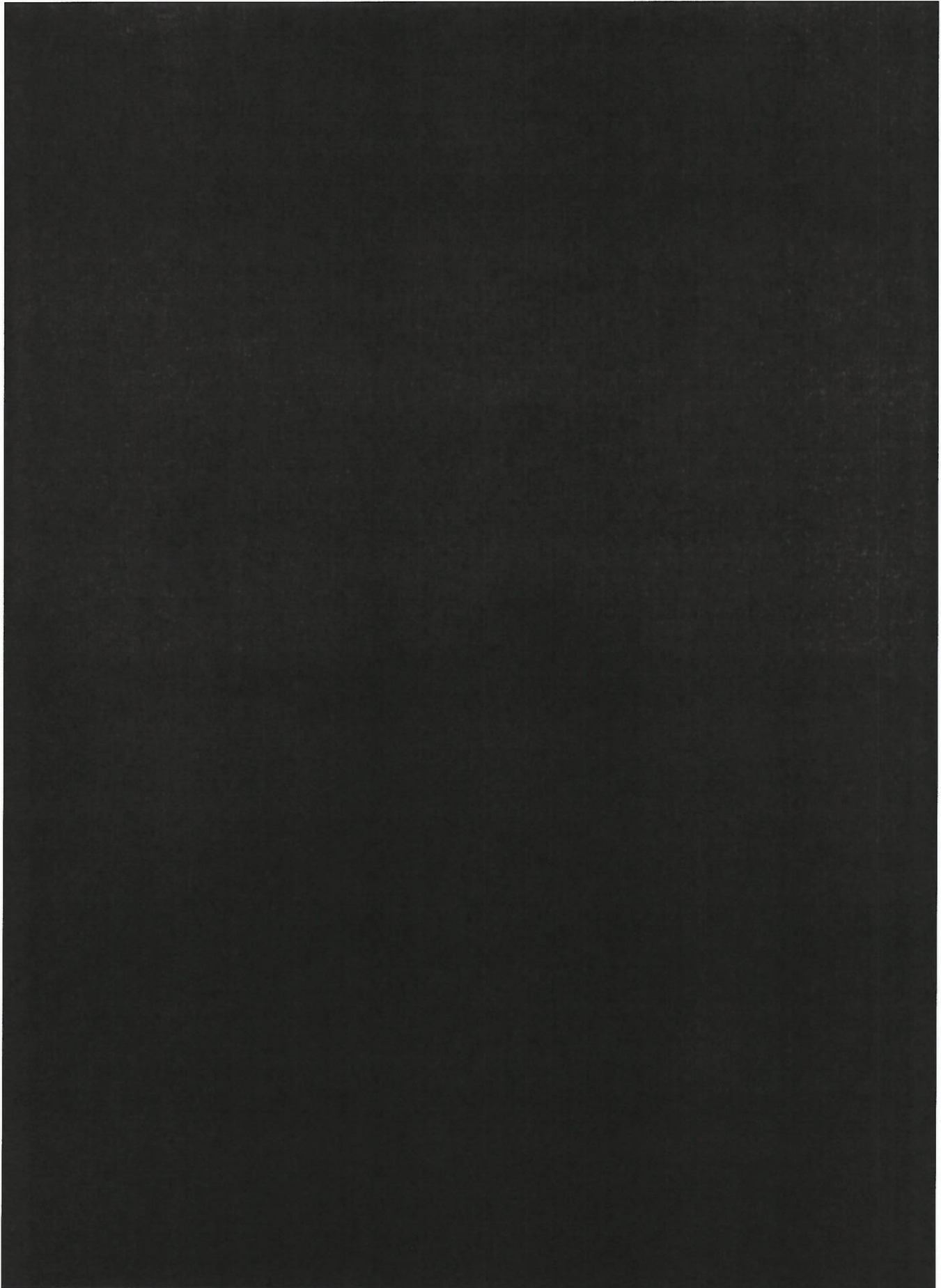
The following section provides an overview of the Service Level Agreement for the Body Worn Video Proof of Concept RFT for An Garda Siochana (AGS):

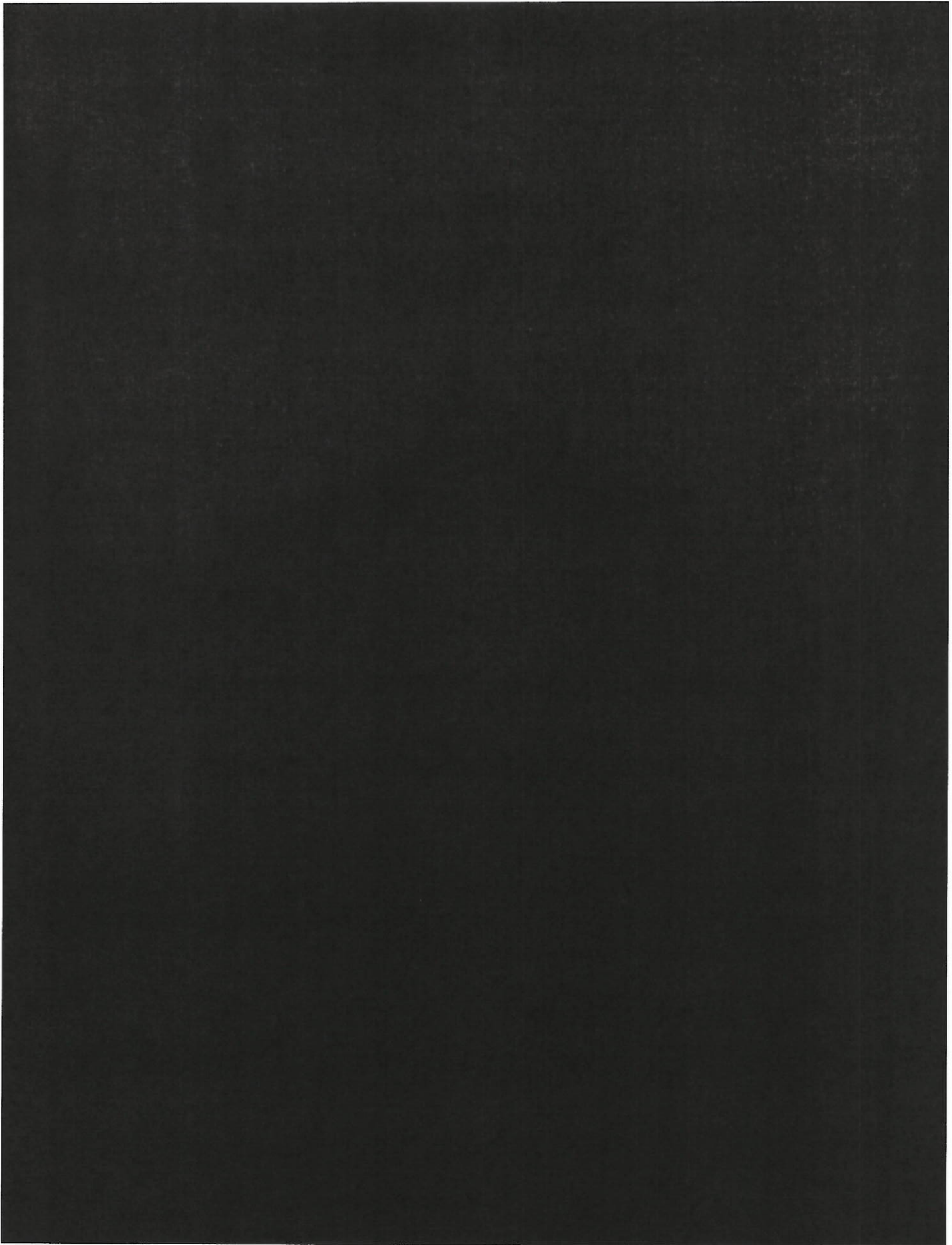


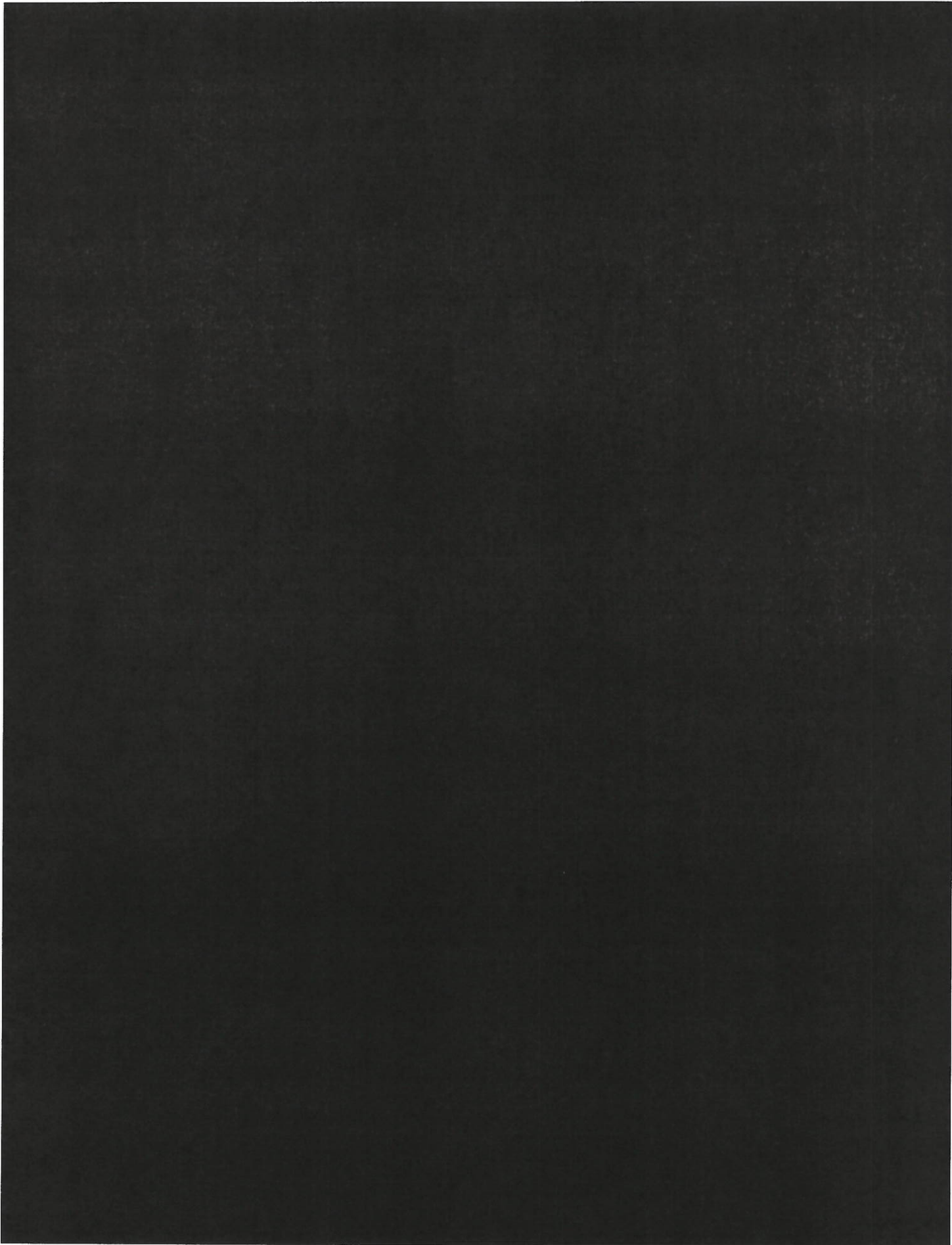




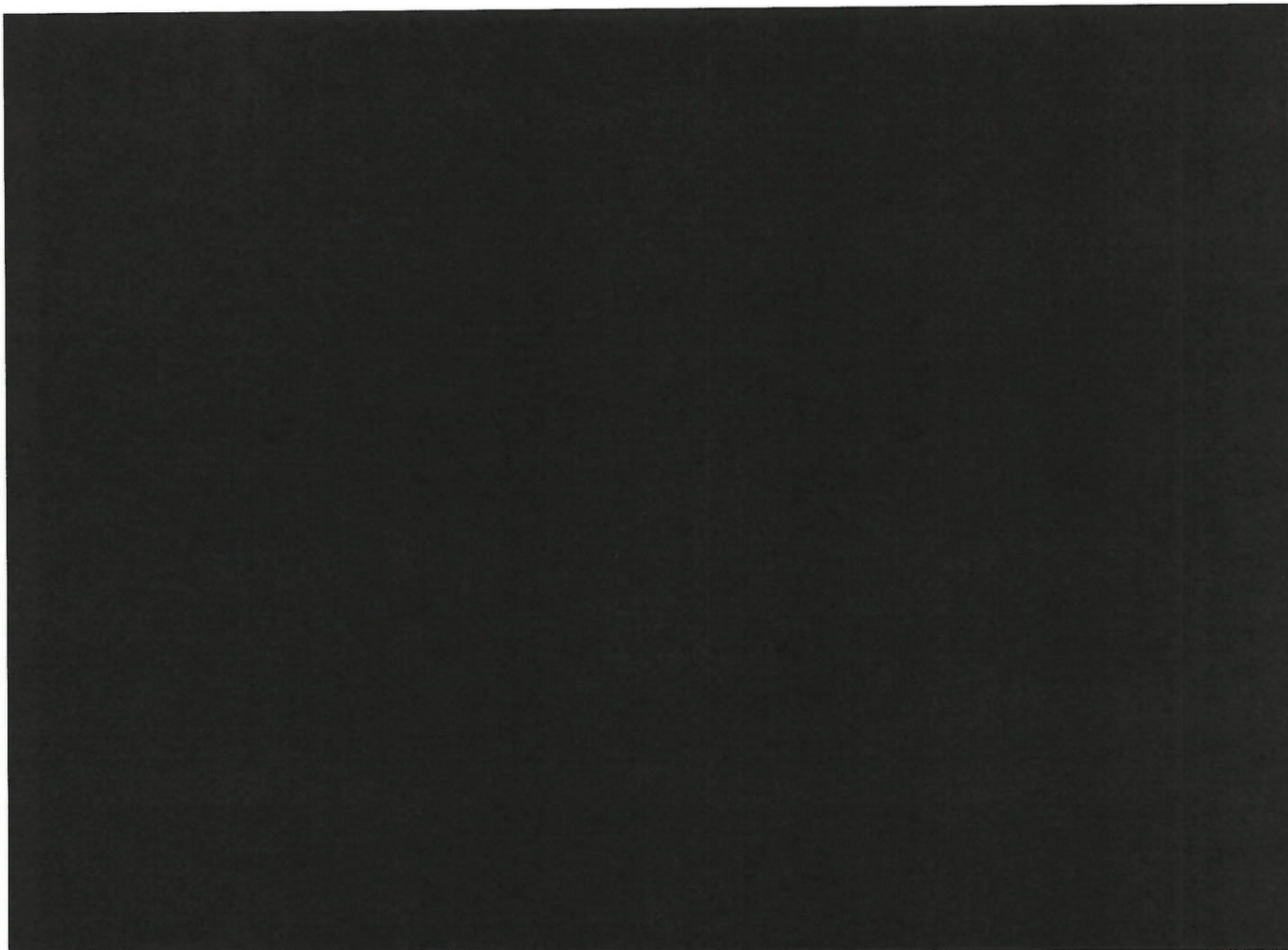






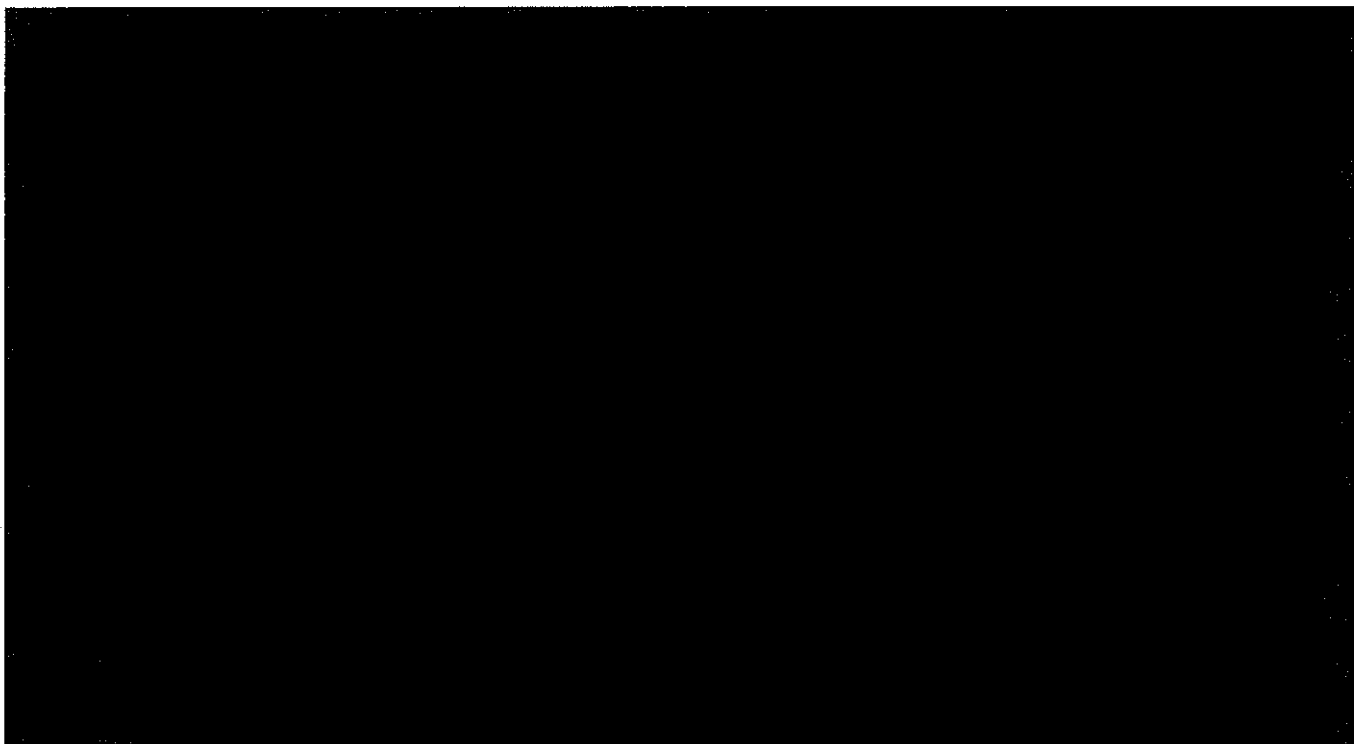




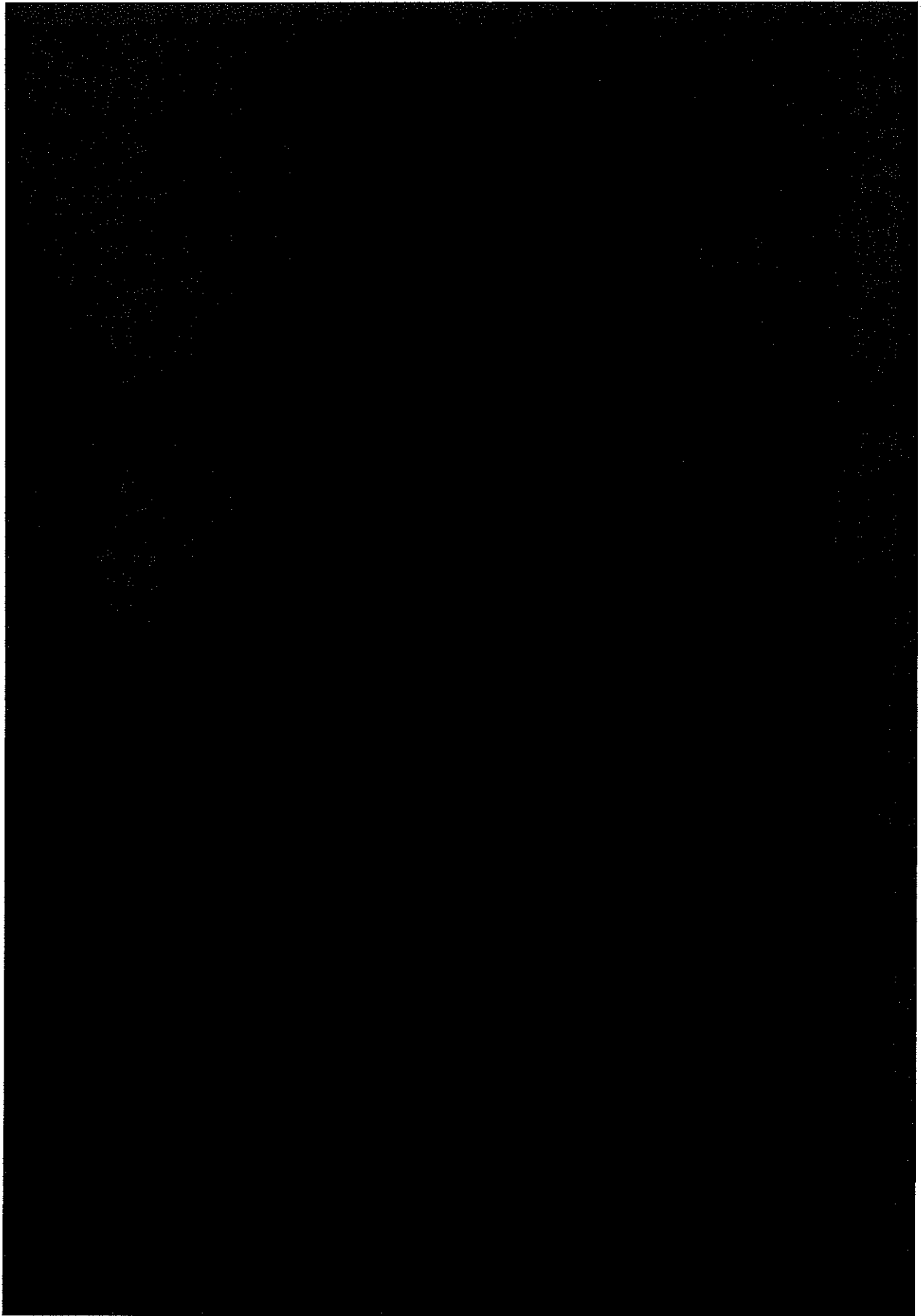


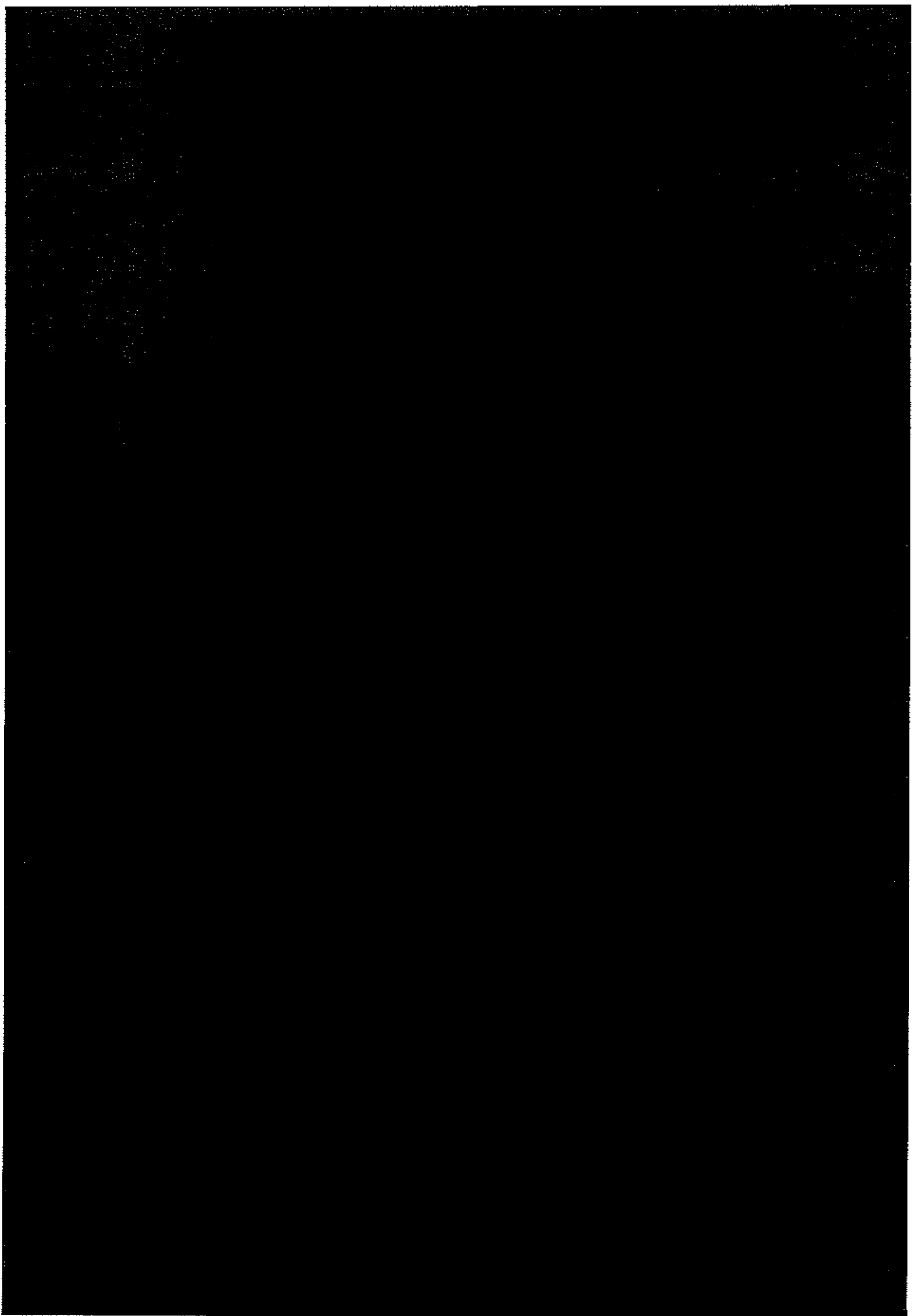
Fault Type	Failure Type	Definition	Scenario	Resilience	On Site Response	Resolution
[REDACTED]						

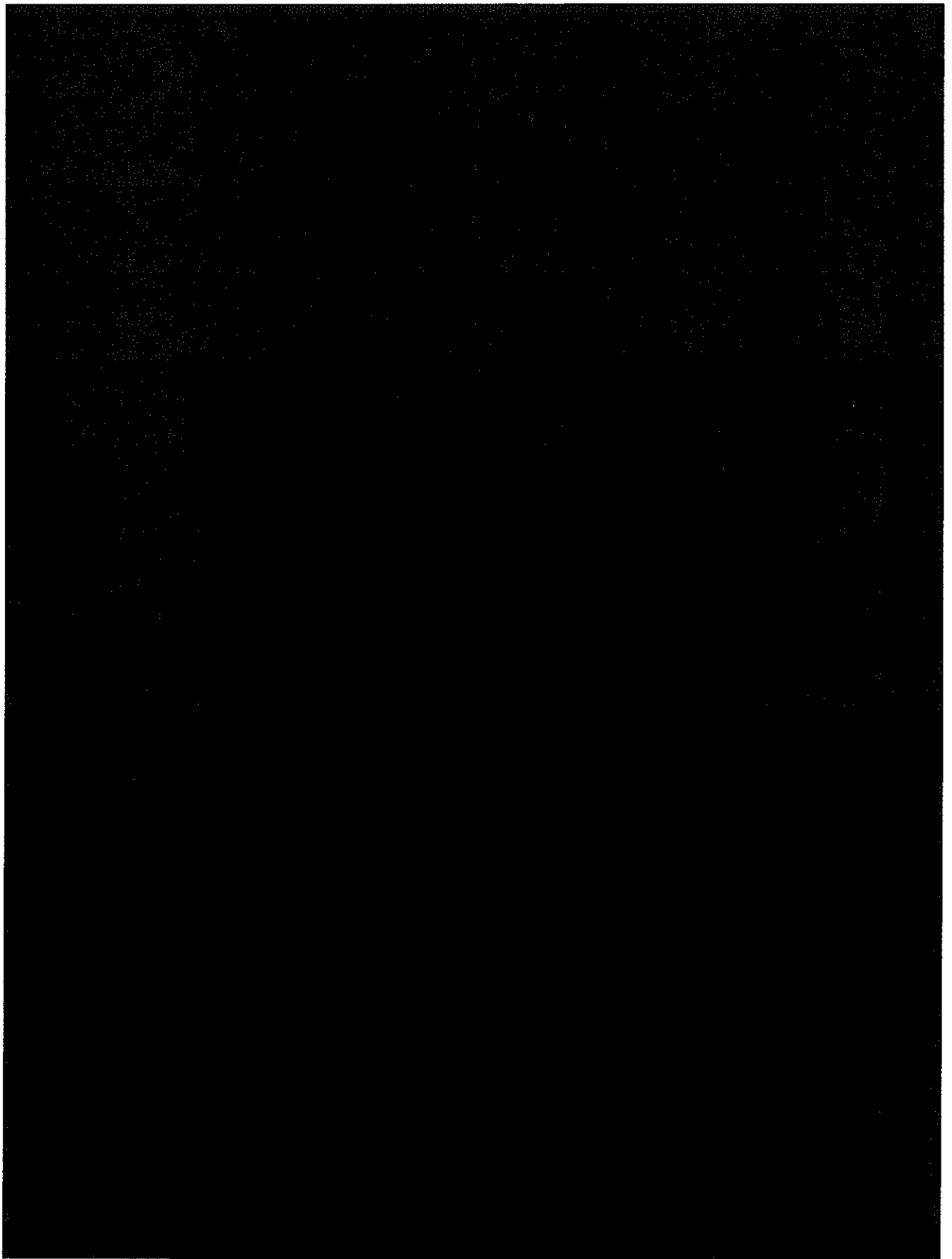
**Table 4 - SLA Response and Repair Time Summary**



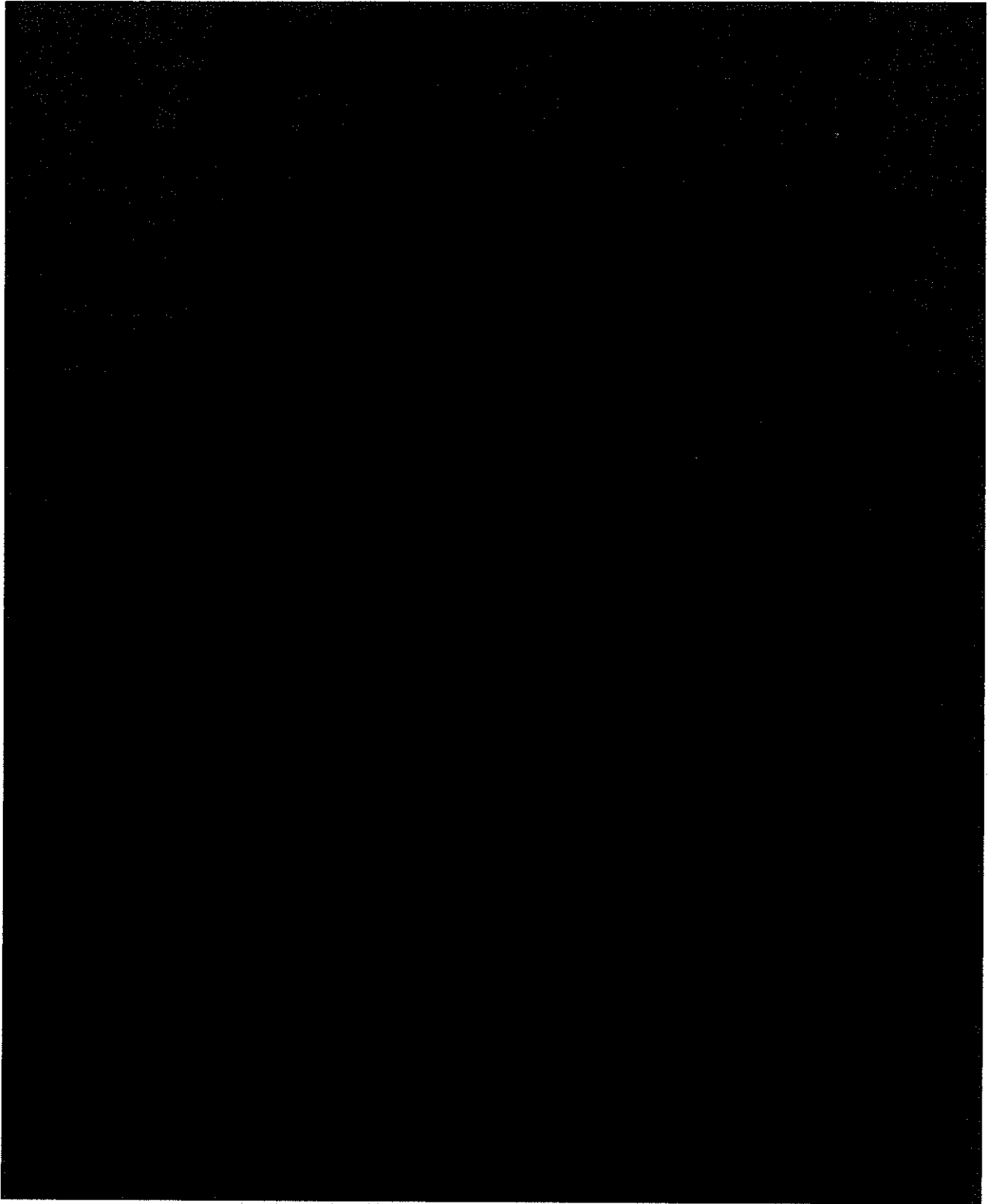


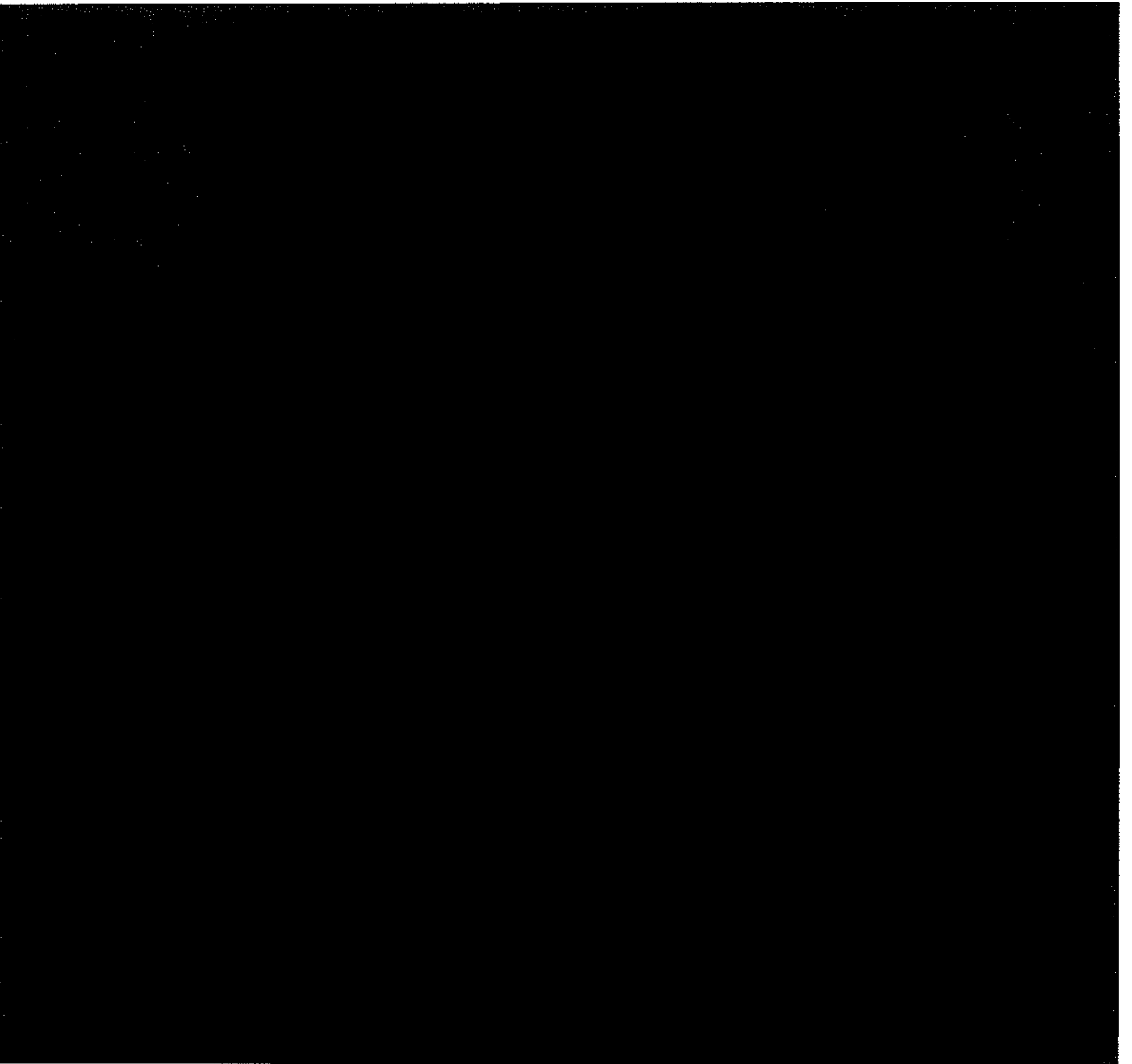


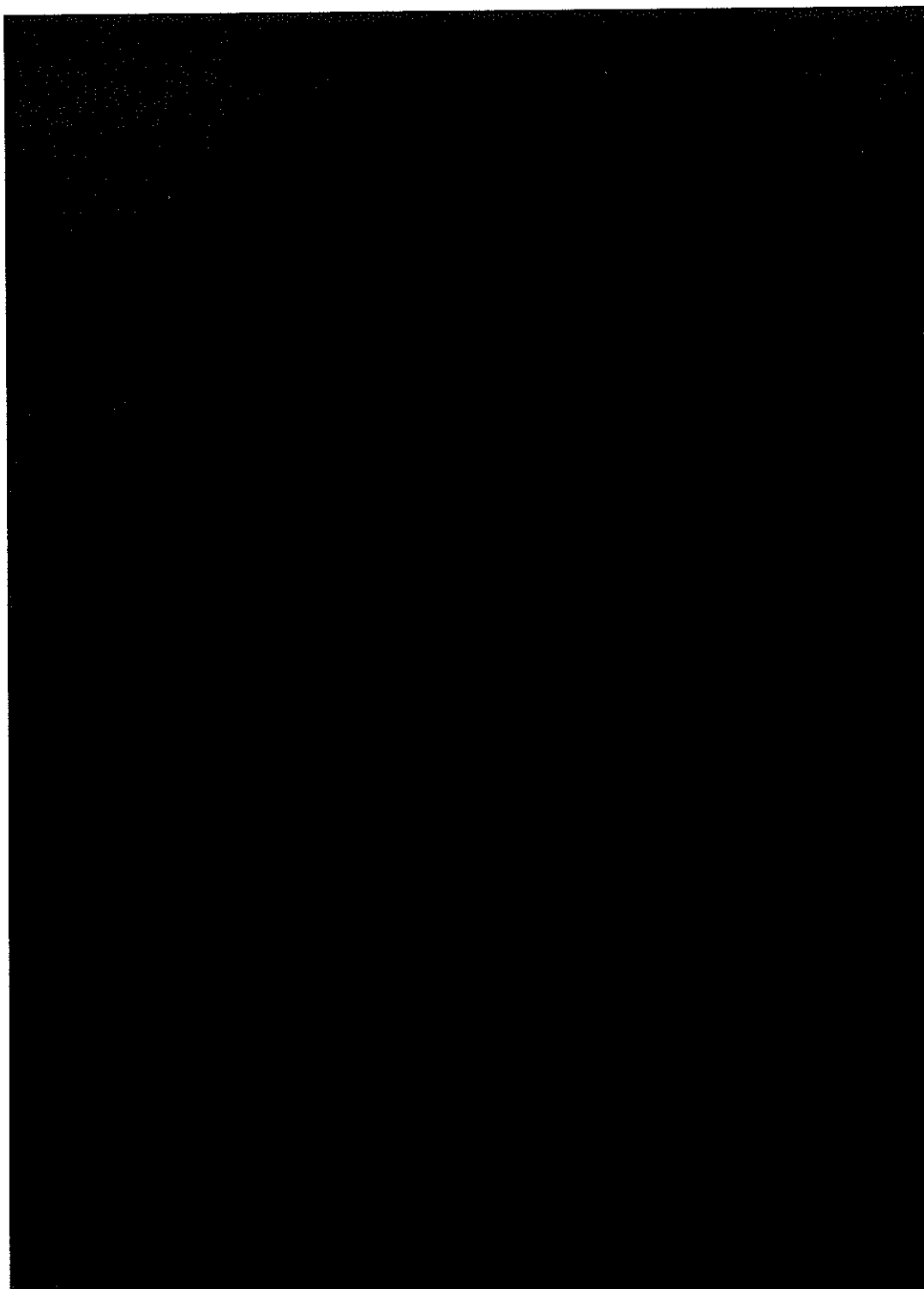




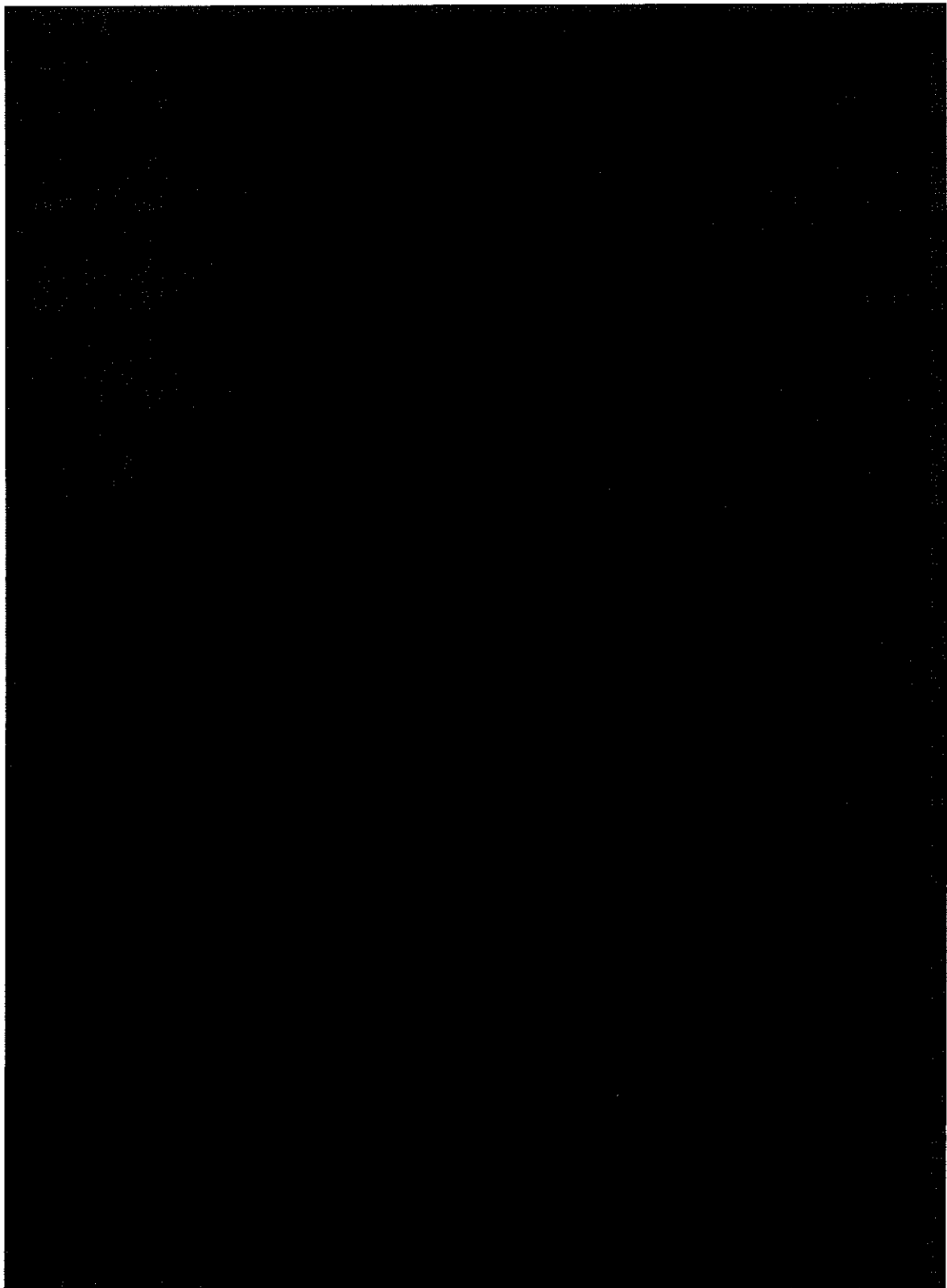












## **Schedule E: Acceptance and Approval Procedure**

**References to "in writing" and "written" in this Schedule E include communication by email**

### **ACHIEVEMENT OF KEY MILESTONES**

The Parties agree the following approach for the achievement of Key Milestones.

1. A schedule of Deliverables for each Key Milestone is included within the Detailed Project Plan.
2. On completion of each Deliverable, the Contractor shall submit the Deliverable to the Client for approval within fourteen (14) calendar days. If the Client does not respond to the Contractor within thirty (30) calendar days of submission of the Deliverable by the Contractor, then the Deliverable shall be deemed to have been achieved.
3. If the Client expressly approves the Deliverable in writing, then it shall be deemed to have been achieved.
4. If the Client rejects the Deliverable in writing, then it shall be deemed not to have been achieved and the Client shall provide a comprehensive and detailed list of issues to be remedied by the Contractor within 30 days of the written rejection.
5. When the Contractor has completed the required remedies to address the list of issues, then it shall re-submit the Deliverable for approval in accordance with steps 2, 3 and 4 above, following which the Client shall review only the resolution of the issues identified (provided that all other aspects of the Deliverable remain unchanged). The Client reserves the right to determine for itself that no other aspects of the Deliverable have been affected and may review the entire Deliverable if it deems this to be necessary.
6. If the Client expressly approves in writing the satisfactory resolution of the issue(s) identified from its initial review, then the Deliverable shall be deemed to have been achieved. If the Client rejects in writing the satisfactory resolution of the issue(s) identified in its initial review, then the Deliverable will be deemed not to have been achieved, and step 5 shall be repeated.
7. If the Deliverable has not been accepted after the third attempt, then the Client shall be entitled to accept such Deliverable subject to a proportionate abatement of any Charges relating to such Deliverable, such abatement to be an amount as agreed in writing between the Parties, or alternatively Step 6 above shall be repeated.
8. The Contractor may submit an invoice for a Key Milestone based payment where all Deliverables relating to the relevant Key Milestone have been achieved in accordance with the provisions of this Schedule E and a Key Milestone Achievement Report (and, where applicable, a Testing Achievement Report) has/have been issued by the Client showing no outstanding issues for remedy.

**Key Milestone Achievement Report to be sent, for ALL achieved and unachieved Milestones, via**

email from the Client representative to the Contractor representative as set out under  
"ACHIEVEMENT OF KEY MILESTONES" above.

KEY MILESTONE ACHIEVEMENT REPORT	
Contract Reference and Name	
Milestone Reference	
Milestone Description	
Details of Deliverables Achieved	1. Deliverable 1 2. Deliverable 2
Details of Deliverable NOT Achieved	1. Deliverable 3 2. Deliverable 4
Details of Issues Requiring Remedy	1. Issue 1 2. Issue 2
Milestone is Achieved?	Yes/No
Date	

## TESTING

1. Testing shall be carried out in accordance with the Client's testing strategy and the test plan ("Test Plan") will be agreed between the Contractor and the Client 1 months in advance of commencing the required test cycle, unless otherwise agreed between the Parties.
2. This Schedule E shall be updated to include the Test Plan once it is agreed by the Parties.
3. The procedure for acceptance testing by the Client ("Acceptance Testing") is as follows;
  - i) The Contractor shall give the Client not less than seven (7) days' notice that a Deliverable is ready for Acceptance Testing and shall submit the Deliverable for Acceptance Testing in accordance with the time frames set out in the Test Plan.
  - ii) If a Deliverable has, in the opinion of the Client met the entry and exit test criteria the Client shall issue an end of test cycle completion report ("Testing Achievement Report") in respect of that Deliverable to the Contractor.
  - iii) If any Deliverable has, in the opinion of the Client, failed to meet the test criteria applicable to that Deliverable then the Contractor shall, without prejudice to any other rights or remedies available to the Client, forthwith rectify free of charge such defects in the Deliverable and in sufficient time to make possible the repetition of the tests within **fourteen (14)** calendar days of the date of failure (or such later date as the Parties may agree) (the "First Repeat Tests").
  - iv) If any Deliverable fails the First Repeat Tests, the Client may, without prejudice to any other rights or remedies available to the Client, at its option:
    - (a) require the Contractor by written notice to rectify forthwith free of charge such defects in the Deliverable to enable the Deliverable to pass repeat tests ("Second Repeat Tests"). The Second Repeat Tests shall be carried out within **fourteen (14)** calendar days of the date of failure of the First Repeat Test.
    - (b) If the Contractor has not remedied the Defect by the fourteenth (14th) calendar day after the First Repeat Tests or if the Deliverable fails the Second Repeat Tests, the Client shall be entitled to exercise any of the following.
      - fix a new date for carrying out further repeat tests on the same terms and conditions as the Second Repeat Tests; and/or
      - accept such tests subject to a proportionate abatement of any Charges relating to such Deliverable such abatement to be agreed in writing between the Parties; and/or
      - terminate this Agreement with immediate effect by written notice and receive a full refund of all and any Charges paid under this Agreement.
4. The Parties hereby agree:
  - i) that the time frames for the completion of the successful tests may be amended by the Client where it deems it appropriate having regards to the complexity of testing and / or defects in the Deliverables (or any of them); and



- ii) to provide each other with all such assistance and advice as is reasonable in connection with the tests to be carried out pursuant to this Schedule E with a view to ensuring that the Deliverables pass the tests.

Testing Achievement Report to be sent, for ALL tests meeting and NOT meeting the relevant entry and/or exit criteria, via email from the Client representative to the Contractor representative as set out under "TESTING" above.

TESTING ACHIEVEMENT REPORT	
Contract Reference and Name	
Test Event Reference	
Test event Description	
Details of Deliverables Meeting Test Criteria	3. Deliverable 1 4. Deliverable 2
Details of Deliverable NOT Meeting Test Criteria	3. Deliverable 3 4. Deliverable 4
Details of Defects Requiring Remedy	3. Defect 1 4. Defect 2
Test Criteria are Met?	Yes/No
Date	

## Schedule F: Key Personnel

[Drafting note: Key Personnel to be added after a preferred bidder has been selected.]

### Key Personnel

In accordance with Schedule A, Clause 2, the table below lists the Key Personnel. This Schedule may be updated from time to time, as mutually agreed by the Parties in writing. The Contractor shall be responsible for ensuring that the list of Key Personnel is kept up-to-date and is promptly re-issued to the Client upon any mutually agreed changes being made to the list.

Role	Responsibilities	Duration of Role	Name	Appointment Date
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## **Schedule G: Detailed Project Plan**

[Detailed Project Plan to be agreed between the Parties based on the successful tenderer's response to requirement PG01 in Annex 1 of the RFT and inserted here within 1 month of contract award]

See C2.1.1. Plan – specific dates to be confirmed when implementation dates set

## Schedule H: Cyber Security Plan

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[Cyber Security Plan to be agreed between the Parties based on the Successful Tenderer's response to Criterion 3.7 in Annex 1 of the RFT and inserted here within 1 month of contract award]



## **Schedule I: Disaster Recovery and Business Continuity**

[DRBC Plan to be agreed between the Parties based on the Successful Tenderer's response to requirement SP03 in Annex 1 of the RFT and inserted here within 1 month of contract award]

## **Schedule J: Insurance and Insurance Certificates**

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[To be inserted by the Client when completing the contract]

## **Schedule K: Data Protection**

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***[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**
- 4. Approved third party processors**

## Schedule L: Exit Management

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### **1 Introduction**

- 1.1 This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve an orderly transition without any undue disruption to the Services and which shall form the basis of the Exit Management Plan.
- 1.2 The Contractor shall be responsible for the overall management of the exit and service transfer arrangements and shall cooperate with the Client and/or with any Replacement Contractor(s) to facilitate the orderly transfer of the Services (in whole or in part).

### **2 Exit Management Plan**

- 2.1 Within 1 Month of the Effective Date, the Contractor shall deliver to the Client a first draft of the Exit Management Plan which sets out the Contractor's proposed methodology for an exit (including generic details of the Exit Management Services to be provided by the Contractor), with the objective of achieving an orderly transition of the Services from the Contractor to the Client and/or to a Replacement Contractor(s) (if any), on termination of this Agreement (in whole or in part) and which includes:
- (a) the details set out in the Annex to this Schedule;
  - (b) details to address all of the issues set out in this Schedule; and
  - (c) a timetable for the transition of the Services in alignment with the proposed take on of the Services by the Client and/or Replacement Contractor(s), project milestones, generic timings, process, the responsibilities of each of the Parties and a list of any critical controls for providing the Exit Management Services.
- 2.2 The Exit Management Services to be performed by the Contractor shall include, as a minimum:
- (a) converting Client Data to a form acceptable to the Client;
  - (b) where required by the Client, providing parallel services until transition to a new system, including providing on-site technical support;
  - (c) where required by the Client, cooperating with the Client and/or Replacement Contractor(s) in developing required interfaces; and
  - (d) such other services as shall be necessary or appropriate to facilitate, without material or extended interruption to the Services, the orderly transition of the Services to the Client and/or any Replacement Contractor(s) in accordance with the Contractor's best practices;
- and the Contractor shall include these activities within the Exit Management Plan.
- 2.3 After the submission of the first draft of the Exit Management Plan, each Party will use its reasonable endeavours to agree the contents of the draft Exit Management Plan. Once the Exit Management Plan is agreed by Client it shall be included in the Detailed Project Plan.
- 2.4 Contractor shall review and (if appropriate) update the Exit Management Plan:



- (a) in the first Month of each Year ("**Draft Exit Management Plans**"); and
- (b) within ten (10) Business Days of a notice by either Party to terminate this Agreement ("**Final Exit Management Plan**"),

and following any update, Contractor shall submit the revised Exit Management Plan to Client for review. Following submission of the revised Exit Management Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Management Plan.

- 2.5 If the Parties are unable to agree the contents of any Exit Management Plan (including the Draft Exit Management Plan and the Final Exit Management Plan) then that Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.6 If no Exit Management Plan has yet been agreed to or such plan requires updating at the time of the Exit Assistance Start Date, then the Parties shall work together in good faith to agree and/or update the Exit Management Plan as soon as practicable, setting out the timing and scope of Exit Management Services required by the Client and in accordance with the timescale set out in paragraph 2.4(b) (or such longer period as may be agreed between the Parties).
- 2.7 The Final Exit Management Plan produced by the Contractor must contain sufficient information and detail of all activities required to enable the orderly transfer of the Services to the Client and/or to the Replacement Contractor(s).
- 2.8 Upon the commencement of the Exit Assistance Period the Parties will implement the Exit Management Plan.
- 2.9 In the event of any conflict or inconsistency between this Schedule and the applicable Exit Management Plan, then this Schedule shall govern unless both Parties agree in writing to proceed in accordance with the conflicting or inconsistent part of the Exit Management Plan.

### **3 Exit Management Services**

#### **Appointment of an Exit Manager**

- 3.1 Upon commencement of the Exit Assistance Period, each Party shall appoint a member of staff who is appropriately skilled, knowledgeable and experienced to handle the respective obligations under this Schedule and in any Exit Management Plan ("**Exit Manager**") and promptly provide written notification of such appointment to the other Party. The notification provided by the Contractor pursuant to this paragraph shall include details of the relevant background and skills of the Contractor's Exit Manager. The Contractor's Exit Manager shall be responsible for ensuring that the Personnel comply with the provisions of this Schedule and any Exit Management Plan.
- 3.2 The Contractor shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in this Schedule.

- 3.3 The Parties' Exit Managers shall:
- (a) liaise with one another in relation to all issues relevant to the termination of this Agreement, and all matters connected with this Schedule and each Party's compliance with it; and
  - (b) meet on a regular basis and as directed by Client to discuss each Parties' performance of its obligations under this Schedule and the Exit Management Plan.

**Exit support**

- 3.4 The Contractor shall, as soon as reasonably practical, and in any event no later than ten (10) Business Days after a request by the Client, provide information and instruction to the Personnel which could reasonably be expected to enable the Client, the Replacement Contractor(s) (if any) and/or any third parties as the Client may, at its absolute discretion, appoint, to fully understand the scope of and the methodologies used by the Contractor to provide the Services under this Agreement and to enable them to provide the Replacement Services with minimal disruption to the Client. This instruction includes the Contractor assigning relevant members of Personnel to work with the Client and/or the personnel of the Replacement Contractor(s) (if any) to facilitate necessary knowledge transfer from the Contractor to the Client and/or to the Replacement Contractor(s), as set out in paragraph 3.7.
- 3.5 No later than ten (10) Business Days following the Client's written request, the Contractor shall promptly provide the Client and/or the Replacement Contractor(s) with all necessary information to construct the Exit Management Plan any other items reasonably requested by the Client relating to the Services, as necessary for the Client and/or Replacement Contractor(s) to provide the Replacement Services or undertake their relevant obligations in any Exit Management Plan regarding the Services being terminated.
- 3.6 The obligation on the Contractor in paragraph 3.5 shall include providing (in the format reasonably requested by the Client) any Confidential Information or other material contained in a Contractor proprietary tool which relate to the Services.

**Knowledge Transfer**

- 3.7 The Contractor shall transfer all necessary knowledge reasonably required for the supply of the Services to the Client and/or to any Replacement Contractor(s), which may, as appropriate, include:
- (a) permitting the Client and/or Replacement Contractor(s) (if any) to participate in workshops, meetings, and "hands-on" activities, where requested by the Client;
  - (b) providing the Client and/or Replacement Contractor(s) (if any) with information about the Services that are necessary to implement the Exit Management Plan;
  - (c) providing the Client and/or Replacement Contractor(s) (if any) with information about the Services as necessary for the client and/or Replacement Contractor(s) to assume responsibility for the Replacement Services in an orderly manner so as to minimise disruption to the operations of the Client;

- (d) permitting the Client and/or Replacement Contractor(s) (if any) to bring laptops and recording devices to, and use other equipment and connectivity at the Contractor premises to facilitate knowledge transfer;
- (e) providing training to any Client and/or Replacement Contractor(s) personnel in the performance of those Services that are to be transferred, where requested by the Client;
- (f) permitting the Client and/or Replacement Contractor(s) (if any) to assign Personnel to work with appropriate members of Personnel to facilitate knowledge transfer from the Contractor to the Client and/or to the Replacement Contractor(s);
- (g) providing access to Personnel who have worked or are working on the Client' account (even if they are not dedicated to the Client' account); and
- (h) explaining any relevant standards and procedures to the Client and/or to any Replacement Contractor(s).

#### **Continued Provision of Services**

3.8 Unless specified otherwise by the Client, in addition to providing the Exit Management Services, throughout the Exit Assistance Period, the Contractor shall continue to provide the Services up until the date of their actual transfer to the Client and/or to the Replacement Contractor(s) in accordance with the Performance Standard and Service Levels required under this Agreement (except where any Change is expressly agreed under the Final Exit Management Plan). The Client shall continue to pay the relevant Charges in respect of such Services which the Contractor continues to deliver to the Client, and the Contractor shall refund to the Client any amount which it may have been paid in advance in respect of those Services that the Client has not requested the Contractor to continue to provide during the Exit Assistance Period (if any).

3.9 The Contractor shall have no right to withhold or limit any of the Services or Exit Management Services on the basis of any alleged breach of this Agreement by the Client.

#### **Cooperation**

3.10 The Contractor and the Client acknowledge and agree that their mutual cooperation is important to an effective transition of the Services provided by the Contractor to the Client and/or to a Replacement Contractor(s). Subject to the Client and/or any Replacement Contractor(s) entering into reasonable written confidentiality undertakings with the Contractor, the Contractor shall:

- (a) provide all reasonable assistance to the Client and any Replacement Contractor(s);
- (b) meet with the Client as soon as practicable after a notice of termination or notice of a decision not to extend this Agreement has been given to discuss any required modifications to the then current Exit Management Plan;
- (c) use all reasonable endeavours to assist the Client and/or the Replacement Contractor(s) in effecting a transition of the Services, in accordance with Good Industry Practice, ITIL standards for service transition and the Contractor's best practices, to the Client and/or the Replacement Contractor(s), including:

- (i) enabling access to any information held by the Contractor regarding the Services; and
- (ii) permitting the Client and/or the Replacement Contractor(s) to have reasonable access to the Contractor premises, as may be required for the purpose of conducting reasonable due diligence in relation to the scoping of the Replacement Services; and
- (iii) providing the number and types of resources necessary to complete the transition in accordance with the Exit Management Plan and/or this Schedule.

- 3.11 The Client shall ensure that the Client and/or any Replacement Contractor(s) complies with the Contractor's reasonable directions and rules if granted access to the Contractor's premises in order to carry out any activities in connection with the transition of the Services. In no event shall the Replacement Contractor(s) be entitled to access records, data, secure areas of the Contractor's premises, or other materials that are not related to the Services.

**Transferring Contracts**

- 3.12 The Contractor must seek the Client's consent prior to entering into any contract for the procurement of any goods or services (including in relation to any software as a service) which are wholly or substantially used in the supply of the Services from any third party ("**Dedicated Third Party Contracts**") and whose contractual terms do not permit novation or assignment to a Replacement Contractor(s) upon termination of any Services.
- 3.13 The Client shall have the option to require the novation of each Dedicated Third Party Contract (whose terms permit its novation) ("**Transferring Contract**") to a Replacement Contractor(s). As one of the activities to be undertaken pursuant to the Exit Management Plan, the Contractor shall promptly provide the Client with a list of potential Transferring Contracts, together with such accompanying information as may be relevant or as the Client may reasonably require. If the Client elects to request the novation of any Transferring Contracts, it may serve notice(s) upon the Contractor, identifying which Transferring Contracts it wishes to have novated to a Replacement Contractor and the Contractor shall promptly do all such things as may be reasonably required to novate such Transferring Contracts at no additional cost to the Client.
- 3.14 The Contractor shall indemnify and hold harmless the Client and any other Replacement Contractor(s) against all liabilities, losses, damages, claims, demands, actions, costs, regulatory fines, penalties or awards and expenses (including legal expenses) which the Client and/or any other Replacement Contractor(s) suffers or incurs as a result of any claim under any Transferring Contract, arising, or alleged to arise, from any act or omission made prior to the effective date of the assignment of such Transferring Contract.



- 3.15 In respect of any Dedicated Third Party Contracts which the Client chooses not to novate pursuant to paragraph 3.13 or which do not permit novation under paragraph 3.13 but which the Client continues to require the benefit of until the end of the Exit Assistance Period, the Contractor shall continue to provide such goods or services under this Agreement and the Client shall pay an equitable portion of the Charges related to such goods or services being continued.

**Other provisions**

- 3.16 Save as expressly stated otherwise, the Contractor shall perform its obligations set out in this Schedule and the Exit Management Plan at no cost to the Client.

**4 Annex 1 – Details of Exit Management Plan**

The Exit Management Plan shall (subject to any limitations imposed by Applicable Laws), include the following details at a minimum:

No.	Activity Description
<b>1</b>	<b>GENERAL</b>
1.1	Contractor's management structure during the Exit Assistance Period and to support the Exit Management Services.
1.2	Confirmation of activities to be conducted during the handover period including the provision of other services or information requested by Client.
1.3	Confirmation of activities to be conducted after the Termination Notice, including the provision of other services or information requested by Client.
1.4	Any contingency measures in respect of delay or the inability of Replacement Contractor(s) to fulfil its obligations;
1.5	Confirmation of the proposed plans to return or dispose of Client property, as required under this Agreement.
1.6	Any other matters agreed between the Parties in respect of the migration of the Services to the Client and/or to a Replacement Contractor(s).
1.7	A definition of the acceptance criteria to be met by the Contractor in providing the Exit Management Services.
1.8	An agreed time line for the Exit Assistance Period during which the delivery and acceptance of the Exit Management Services must be completed.
<b>2</b>	<b>TECHNICAL</b>
2.1	Confirmation of technical details necessary to enable transfer of the Services to the Client and/or to a Replacement Contractor(s), including details of:

	<ul style="list-style-type: none"> <li>• consumption and utilisation of resources (such as people, software and equipment);</li> <li>• confirmation of sufficient bandwidth to be made available for the duration of the Exit Management Services by the Contractor to enable the timely migration of all data;</li> <li>• all software and hardware used by the Contractor to provide the Services;</li> <li>• any interfaces with or assistance required from the Client or third party suppliers of the Client;</li> <li>• any IT and telephony requirements (including, where appropriate, the decommissioning of any hardware, software and infrastructure used in the provision of the Services);</li> <li>• technical performance histories over the Term.</li> </ul>
2.2	Arrangements for work shadowing and mirroring of the Contractor and training of the Client and/or Replacement Contractor(s).
<b>3</b>	<b>FINANCIAL</b>
3.1	Details of any relevant financial implications of termination of this Agreement, including details of any sums payable by the Client in respect of Exit Management Services.
<b>4</b>	<b>SOFTWARE LICENCES AND SUPPORT CONTRACTS</b>
4.1	Confirmation of licensing and support arrangements for contracts to be transferred/extended.
<b>5</b>	<b>DATA, CONFIDENTIAL INFORMATION, DELIVERABLES AND OTHER DOCUMENTATION/MATERIALS</b>
5.1	Identification of all Data and Confidential Information of the Client held by or on behalf of the Contractor and, as applicable, transfer (to the Client and/or to the Replacement Contractor(s)) or destruction dates.
5.2	Identification of Deliverables held by or on behalf of the Contractor and the transfer (to the Client and/or to the Replacement Contractor(s)) dates.
5.3	Identification of documentation and any other materials held by the Contractor and, as applicable, transfer (to the Client and/or to the Replacement Contractor(s)) or destruction dates.
5.4	Knowledge transfer and hand over requirements, including any applicable timetable.
5.5	Data gathering and migration requirements and timetable.
5.6	Deletion of all data after the completion of the Exit Management Services, within a period to be agreed between the Parties when agreeing this Exit Management Plan. Such deletion to be certified and/or evidenced by the Contractor.
<b>6</b>	<b>COMMUNICATIONS</b>

6.1	Communications plan for staff, trade unions and external public relations where applicable.
<b>7</b>	<b>SUPPLIER PREMISES</b>
7.1	Identification of use and location of Contractor premises.
<b>8</b>	<b>KEY PERSONNEL</b>
8.1	Identification and availability of the Key Contractor Personnel to perform the Exit Management Services

## Appendix 6: Confidentiality Agreement

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THIS AGREEMENT is made on the 29<sup>th</sup> day of April 2024 BETWEEN:

The Commissioner of An Garda Síochána, of Garda Headquarters, Phoenix Park, Dublin 8  
(hereinafter "the Contracting Authority") of the one part;

and

Tetra Ireland Communications Ltd, of Park West Business Park, Block 43A, 2<sup>nd</sup> Floor, Yeats Way, Dublin 12,  
D12P5V6(the "Contractor")

(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 (See Appendix 1 Vetting Template) 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 Contracting 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 Contracting 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.
- M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.
- 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)

Witness

SIGNED for and on behalf of the Contractor

\_\_\_\_\_

Witness

\_\_\_\_\_

## Schedule A to the Confidentiality Agreement: Data Protection

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*[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**