

## IARNDÓD ÉIREANN STANDARD TERMS AND CONDITIONS OF PURCHASE FOR GOODS AND SERVICES

### 1 APPLICABILITY

1.1 Save where IE has executed a specific contract with the Contractor for the supply of goods or provision of services, in which case such contract shall supersede these Terms and Conditions:

1.1.1 these Terms and Conditions shall govern this Purchase Order for the supply of the Goods and/or provision of the Services by the Contractor to IE;

1.1.2 the supply of the Goods and/or provision of the Services shall constitute acceptance by the Contractor of these Terms and Conditions, until such time as the Contractor receives any revised terms and conditions from IE;

1.1.3 all Purchase Orders are placed and executed on the basis that the Contractor is bound by these Terms and Conditions; and

1.1.4 these Terms and Conditions shall override any terms proposed or sought to be applied by the Contractor which are at variance with these Terms and Conditions (and, in particular, notwithstanding anything to the contrary in any tender document, proposal, submission, invoice, estimate or other document presented at any time by the Contractor).

### 2 DEFINITIONS

2.1 In these Terms and Conditions, the following words and expressions shall have the meanings herein assigned to them:

**“Brexit”** means the departure of the United Kingdom of Great Britain and Northern Ireland from the European Union pursuant to the operation of Article 50 of the Treaty on the Functioning of the European Union;

**“Contractor”** means the person (whose name and address is on the front of this Purchase Order) supplying the Goods and/or providing the Services;

**“Contract Price”** shall mean the fixed price agreed between the Contractor and IE for the supply of the Goods and/or provision of the Services;

**“Data Protection Legislation”** means all applicable data protection laws, including, but not limited to, the Data Protection Acts 1988 to 2018, the European Communities (Electronic Communication Network and Services) (Privacy and Electronic Communications) Regulations 2011, the General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR”), as amended or replaced from time to time, and any other legislation, codes of practice, guidance and/or opinions regarding data protection;

**“Delivery Period”** means the agreed period within which the Goods are to be delivered to the Point(s) of Delivery;

**“Force Majeure”** means, in relation to any party to a Purchase Order, any circumstances beyond the reasonable control of that party;

**“Goods”** means the goods to be supplied under a Purchase Order;

**“IE”** means Iarnród Éireann - Irish Rail, having its registered office at Connolly Station, Amiens Street, Dublin 1, Ireland and includes its successors and assigns

**“IE Code of Conduct for Suppliers & Business Partners”** means IE’s Code of Conduct for Suppliers & Business Partners, as the same may IE amended from time to time by and at the absolute discretion of IE;

**“IE Drug and Alcohol Policy”** means IE’s Drug and Alcohol Policy, as the same may IE amended from time to time by and at the absolute discretion of IE;

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**"IE Standards"** means IE's standards as the same may be amended from time to time by and at the absolute discretion of IE;

**"Inspecting Officer"** means any person (including any third party) appointed from time to time by IE as Inspecting Officer for the purpose of these Terms and Conditions;

**"Month"** means calendar month;

**"Point(s) of Delivery"** means such location(s) as IE may nominate to the Contractor for delivery of the Goods and/or provision of the Services;

**"Purchase Order"** means any order by IE for the supply of Goods and/or provision of Services, by the Contractor, the parties' agreement in respect of which shall be constituted by:

- (a) these Terms and Conditions;
- (b) the terms contained in any document(s) issued with the Purchase Order by IE to particularise and/or confirm the order; and
- (c) any Specification referenced by or attached to any document as referred to at (b) above;

**"Services"** means the services to be provided under a Purchase Order; and

**"Specification"** means the document (if any) issued to the Contractor by IE which identifies or specifies the quantities, type, performance criteria, standards or other quantitative or qualitative requirement of the Goods to be supplied and/or Services to be provided pursuant to a Purchase Order.

### 3 SUPPLY

- 3.1 The Contractor shall supply the Goods and/or provide the Services (as the case may be) on a non-exclusive basis in compliance with the Specification, at the Contract Price, as specified in this Purchase Order.

- 3.2 IE shall be entitled to reject any Goods or any Services which are not in compliance with the Specification.

### 4 ASSIGNMENT AND SUB-CONTRACTING

- 4.1 The Contractor may not, without the prior written consent of IE, assign, sub-contract, mortgage, charge, create an interest in any trust over, or dispose of any of its rights or obligations under this Purchase Order.

### 5 WARRANTIES AND LIABILITIES

- 5.1 The Contractor represents and warrants that the Goods will:
- (a) correspond with their description;
  - (b) be of the best materials and workmanship;
  - (c) be equal in all respects to samples, patterns, drawings or specifications provided (to include the Specification);
  - (d) be capable of any standard of performance specified by IE;
  - (e) be new, be fit for any particular purpose made known to the Contractor by IE either expressly or by implication and free from all defects in design and workmanship; and
  - (f) be compatible with existing equipment in operational use by IE.

- 5.2 The Contractor represents and warrants to IE that it is experienced in providing services comparable in type, scope, complexity and purpose to the Services and that the Contractor has exercised and will continue to exercise in the performance of the Services, that standard of skill, care and diligence reasonably to be expected of a properly qualified contractor experienced in providing

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services comparable in type, scope, complexity and purpose to the Services.

- 5.3 Neither the facility for inspection and testing before delivery (whether or not availed of) nor acceptance of the Goods or Services, nor any payment made by IE shall relieve the Contractor of his obligation to comply with this Clause 5.

### 6 INSPECTION

- 6.1 The Inspecting Officer may, at any time, inspect and test the Goods (including materials and other components) during manufacture, assembly, processing or delivery and inspect and review the performance by the Contractor of the Services.

- 6.2 The Contractor shall provide access for the Inspecting Officer at all reasonable times to all places where the Goods or any components are being made or kept, and shall procure the provision of all facilities as may be reasonably required for this purpose.

- 6.3 Following an inspection, the Inspecting Officer may inform the Contractor in writing of any areas in respect of which the Inspecting Officer is of the opinion that the Goods do not comply or the Services are not being performed in accordance with the Purchase Order and the Contractor shall take all necessary steps to ensure such compliance.

- 6.4 Any notification under this Clause 6 shall not constitute a waiver and shall be without prejudice to any of IE's other rights under these Terms and Conditions.

### 7 EXPORT LICENCE AND OTHER DOCUMENTS

- 7.1 The Contractor shall, at its own expense, procure any export licence or other authorisation necessary for the exportation and delivery of the Goods to the Point(s) of Delivery or to secure their transit through any country, and shall provide the certificate of origin and any other documents which IE may require for the purpose of taking delivery of the Goods.

### 8 PACKING

- 8.1 The Contractor shall at its own expense provide suitable preparation and packaging of the Goods having due regard to their nature and in compliance with all relevant laws and regulations.

### 9 DELIVERY

- 9.1 The Contractor shall deliver the Goods to IE within the relevant Delivery Period to the specified Point(s) of Delivery. Partial delivery of Goods shall not be made without the prior written consent of IE

- 9.2 The Contractor shall provide all equipment and materials necessary for the supply of the Goods and/or provision of the Services necessary or appropriate for the safe, full and proper performance of the Purchase Order.

- 9.3 Title and risk in the Goods shall pass to IE on delivery, without prejudice, and subject to Clause 17 and any right of rejection IE has under the Purchase Order. Until delivery, Goods shall be at the risk of the Contractor

- 9.4 Time of delivery shall be of the essence of the Purchase Order.

### 10 PAYMENT

- 10.1 The Contractor shall raise an invoice in respect of any order for Goods supplied or Services provided hereunder, following delivery of the Goods and/or provision of the Services. Such invoice must quote the IE purchase order number and must be addressed to Accounts Payable, Iarnród Éireann-Irish Rail, Inchicore Works, Inchicore, Dublin 8, Ireland.

- 10.2 Payment in respect of amounts due under this Purchase Order shall be made within 60 days of an invoice being received by IE, correctly completed, save to the extent that any dispute arises

- 10.3 The Contract Price is fully inclusive of any costs, taxes, duties, expenses, customs tariffs, levies or similar charges in connection with the

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performance of this Purchase Order, including the supply of the Goods and/or the provision of the Services and Brexit shall not give rise to any right or entitlement on the part of the Contractor to vary or amend the Contract Price (including, but not limited to, where such departure gives rise to the imposition of any of the items listed in this Clause 10.3 in connection with the performance of this Purchase Order, including the supply of the Goods and/or provision of the Services under this Purchase Order, or compliance by the Contractor with its obligations under this Purchase Order).

10.4 IE shall be entitled to withhold and set-off against any amount payable to the Contractor pursuant to a Purchase Order, any amount otherwise due to IE from the Contractor.

### 11 INTELLECTUAL PROPERTY

11.1 All intellectual property rights relating to and/or subsisting in any know how created by the Contractor in connection with this Purchase Order shall be the exclusive property of IE provided that upon termination or expiry of this Purchase Order, IE shall grant to the Contractor a non-exclusive, irrevocable, royalty-free licence to use, copy, alter, make available to the public, adapt, translate, modify, have modified, maintain and have maintained such know how.

11.2 The Contractor as legal and beneficial owner hereby grants to IE a non-exclusive, perpetual, irrevocable, royalty-free licence to use, copy, alter, make available to the public, adapt, translate, modify, have modified, maintain and have maintained the intellectual property of the Contractor (whether existing at the date of this Purchase Order or developed or created by the Contractor in connection with this Purchase Order) which is required for the receipt and proper enjoyment of the Goods and the Services and any deliverables delivered by the Contractor to IE (as the case may be), together with the right to sub-license the foregoing.

11.3 The Contractor shall defend, indemnify, keep indemnified and hold harmless IE against all costs, claims, expenses and liabilities of whatsoever nature arising directly out of or in connection with any claim, demand or action arising from or incurred by reason of any infringement or any alleged infringement of any intellectual property rights of a third party by the use of, or the provision of the Goods or Services, or any deliverables, or any part of them (including without limitation any software and documentation).

11.4 Patented articles supplied under this Purchase Order must be marked in accordance with the provisions of the Patents Acts 1964 - 2006.

### 12 DATA PROTECTION

12.1 The Contractor acknowledges that in supplying the Goods and/or providing the Services under this Purchase Order, the Contractor may process personal data (within the meaning set out in Data Protection Legislation) on behalf of IE. In such circumstances, the Contractor acknowledges that IE is the controller and the Contractor is the processor as each such term is defined in Data Protection Legislation and the Contractor shall comply with the Annex.

### 13 CONTRACTOR'S STAFF

13.1 The Contractor shall ensure that all staff engaged to supply the Goods and/or provide the Services, pursuant to a Purchase Order, shall be appropriately qualified, experienced and appropriately supervised.

13.2 For the purposes of this Purchase Order, the Contractor acknowledges and agrees that the Contractor is acting solely as an independent contractor, and neither the Contractor nor any of its employees, associated consultants, sub-contractors or employees of said consultants or sub-contractors shall be deemed to be employees of IE for any purpose.

13.3 The Contractor shall, and shall ensure that all of the Contractor's sub-contractors, fully observe and comply with the provisions of all

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applicable employment legislation and regulations in force from time to time in Ireland.

### 14 TAX CLEARANCE

14.1 This Purchase Order is conditional on the production by the Contractor to IE of a current tax clearance certificate from the Revenue Commissioners and any payment under this Purchase Order is conditional on IE having in its possession at the time of payment a current tax clearance certificate.

### 15 COMPLIANCE WITH LAWS AND SAFETY STATEMENT

15.1 The Contractor shall comply with all applicable laws, and regulations, including, without limitation, all obligations in the fields of environmental, social and labour law that apply at the place where the Goods and/or 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 Annex XIV of Directive 2014/25/EU, in performing its obligations under this Purchase Order.

15.2 The Contractor shall, if requested by IE, produce to IE a copy of its safety statement relevant to the performance by the Contractor of this Purchase Order, and shall ensure that it, its officers, employees, servants, agents and sub-contractors abide by the terms of such safety statement.

15.3 The Contractor shall comply with all safety requirements and security requirements of IE notified from time to time to the Contractor including but not limited to:

15.3.1 the IE Standards, including the CME Safety Management Standard "Contractors and Permit-to-Work System";

15.3.2 the IE Code of Conduct for Suppliers & Business Partners; and

15.3.3 the IE Drug and Alcohol Policy,

and the Contractor shall ensure that all such requirements are complied with in all respects by its officers, employees, servants, agents and sub-contractors.

### 16 DANGEROUS SUBSTANCES

16.1 If the Goods or any part thereof consist of any dangerous substance or preparation, the Contractor shall include one copy of the appropriate "Material Safety Data Sheet" and other relevant documents, in the smallest packing unit in which the Goods are delivered.

### 17 CONTRACTOR'S DEFAULT AND DELAY

17.1 If, during or after delivery of the Goods or any portion thereof, they are found not to conform to the Purchase Order or to be in excess of the Purchase Order, IE may reject such Goods by written notice to the Contractor.

17.2 If IE rejects any Goods, or the Contractor fails to deliver any Goods within the relevant Delivery Period due to the negligence, omission, default, breach of contract or breach of duty or breach of statutory duty or applicable laws by the Contractor, IE may require the Contractor by notice in writing, within the period stipulated in the notice, to replace the rejected Goods with Goods conforming to the Purchase Order or to deliver the undelivered Goods (as the case may be), or may at its sole discretion purchase substitute Goods elsewhere without notice to the Contractor.

17.3 Rejected Goods shall be at the risk of the Contractor as soon as rejection is notified to the Contractor notwithstanding that the said Goods are in IE's possession.

17.4 If delivery of the Goods or any portion thereof fails to take place within seven (7) days of the Delivery Period and such delay is caused by the negligence, omission, default, breach of contract or breach of duty or breach of statutory duty or applicable laws by the Contractor, then without prejudice to any

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other rights of IE, the Contractor shall be liable to pay IE all reasonable costs, expenses and charges incurred by IE arising out of or relating to such delay and shall indemnify and keep indemnified IE against any such costs, expenses and charges.

### 18 TRAINING, SPARE PARTS AND INFORMATION

18.1 The Contractor shall, where agreed with IE in writing, provide IE personnel with training in the use and maintenance of the Goods.

18.2 The Contractor shall supply to IE spare parts necessary for the Goods at reasonable cost, not exceeding that charged under like circumstances to other customers of the Contractor. The Contractor authorises IE to negotiate with and purchase spare parts for the Goods directly from suppliers to the Contractor, free of any restrictions or impediments which may exist between the Contractor and suppliers to the Contractor.

18.3 If requested by IE the Contractor shall supply to IE free of charge all technical drawings, service manuals and maintenance specifications together with all relevant updating documents which relate to the Goods.

### 19 TERMINATION

19.1 If the Contractor:

19.1.1 commits a material or persistent breach of a Purchase Order; or

19.1.2 becomes bankrupt, makes any composition or arrangement with, or any conveyance or assignment for the benefit of, its creditors, or any application is made under any bankruptcy act for the time being in force for a sequestration of the Contractor's estate, or a trustee is granted by the Contractor on behalf of the Contractor's creditors, or if the Contractor being a company enters into voluntary or compulsory

liquidation (except for the purpose of reconstruction or amalgamation), or if a receiver or examiner of any of its assets is appointed,

IE may, without prejudice to any other right or remedy it might have, terminate the Purchase Order in whole or in part forthwith by giving the Contractor written notice to take effect on the day of its service on the Contractor or such other day as such notice may specify.

19.2 Notwithstanding any other provision of this Purchase Order, IE may terminate this Purchase Order at any time upon 10 days' written notice to the Contractor.

19.3 In the event of termination of this Purchase Order for any reason, the Contractor shall only be entitled to payment of such Contract Price directly attributable to the proportion of the Goods and/or Services properly supplied in accordance with this Purchase Order, prior to such termination of this Purchase Order. Any prepaid Contract Price for Goods and/or Services to be completed after such termination shall forthwith, upon termination, be refunded to IE.

### 20 WAIVER

20.1 No waiver by IE of any breach of this Purchase Order by the Contractor shall be considered as a waiver of any subsequent breach of the same or any other provision.

### 21 INDEMNITY

21.1 The Contractor shall indemnify and hold harmless IE and IE's officers, employees, servants, agents and sub-contractors against all losses, damages, costs (including legal costs) and professional and other expenses of any nature whatsoever suffered or incurred by IE arising out of the Contractor's breach of contract, non-performance, breach of duty, breach of statutory duty or negligence in connection with the performance of this Purchase Order, including the supply of the Goods and the provision of the Services.

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21.2 Without limiting Clause 21.1, the Contractor shall indemnify, keep indemnified and hold harmless IE and its respective officers, employees, servants, agents and sub-contractors from and against all proceedings, actions, costs (including legal costs), charges, claims, expenses, losses, damages, liability and demands in respect of:

- (i) any loss of or damage to property of IE; and
- (ii) any disease or injury to, or or the death of any person whatsoever,

caused by or arising from any act, neglect, default or omission of the Contractor, its officers, employees, servants, agents, or sub-contractors in connection with the performance of this Purchase Order, including the supply of the Goods or the provision of the Services or while present on IE's premises or at the Point(s) of Delivery.

### 22 INSURANCE

22.1 The Contractor shall effect a policy or policies of insurance with a company or companies approved by IE insuring the Contractor in respect of its liabilities on foot of this Purchase Order, and shall submit a certificate of insurance to IE giving evidence of the required coverage before commencement of the supply of Goods and/or the provision of Services in connection with this Purchase Order.

### 23 FORCE MAJEURE

23.1 Neither party shall be deemed to be in breach of this Purchase Order, or otherwise be liable to the other party, for any delay in performance or the non-performance of any of its obligations under this Purchase Order, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party in writing, and the time for performance of the affected obligations shall be extended accordingly.

23.2 If the Force Majeure resulting in the delay in performance or non-performance by a party of any obligations under this Purchase Order continues in excess of 28 days after the date on which the Force Majeure begins, either party may terminate this Purchase Order forthwith upon written notice to the other.

23.3 If because of an event of Force Majeure, the Contractor is unable to meet orders for Goods or provide Services in whole or in part, IE shall have the right, without any liability to the Contractor, to make alternative arrangements to obtain such Goods or Services.

### 24 SEVERANCE

24.1 If any provision of this Purchase Order is held by any court or other competent authority to be illegal, void or unenforceable, in whole or in part, the validity, legality or enforceability of the remaining provisions of this Purchase Order shall not in any way be affected or impaired thereby.

### 25 NOTICES

25.1 Notices to be given hereunder may be served by IE, by sending same by hand, post or email, to the Contractor at the address or email address (if any) on the front of this Purchase Order.

### 26 CONFIDENTIALITY

26.1 The Contractor shall treat as confidential any information provided by IE to the Contractor and shall not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to IE's operations, processes, plans or intentions, know-how, design rights, trade secrets or business affairs of IE.

### 27 CONSTRUCTION OF CONTRACT AND JURISDICTION

27.1 This Purchase Order shall be governed and construed in accordance with the laws of the Ireland and IE and the Contractor submit to

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the exclusive jurisdiction of the courts of Ireland.

- 27.2 Nothing in these Terms and Conditions or any other term of a Purchase Order shall be construed as excluding any condition, warranty or term as to quality suitability or fitness of goods, materials, equipment supplied or rendered pursuant to the Purchase Order, implied into the terms of the Purchase Order under or by virtue of the Sales of Goods Act 1893-1980 or any other relevant statutory provision or at common law or otherwise howsoever.

### **28 ENTIRE AGREEMENT**

- 28.1 This Purchase Order constitutes the entire agreement between the Contractor and IE and contains all the terms which the parties have agreed with respect to its subject matter and this Purchase Order supersedes and extinguishes all previous drafts, agreements, contracts and undertakings between the parties.
- 28.2 A variation of this Purchase Order is valid only if it is agreed in writing between the authorised representatives of each party.



## ANNEX

### DATA PROTECTION

- 1.1 The Contractor agrees that:
- 1.1.1 the Contractor shall comply with the data protection principles specified in Data Protection Legislation that are applicable to the Contractor in connection with the supply of the Goods and/or the provision of the Services;
  - 1.1.2 the Contractor shall have access to and process certain personal data relating to the data categories (as specified in writing by IE) belonging to the categories of data subjects (as specified in writing by IE) in order and for as long as is necessary to supply the Goods and/or provide the Services and perform its obligations under the Purchase Order. The obligations and rights of IE shall be as set out in this Purchase Order;
  - 1.1.3 the Contractor shall only process such personal data in accordance with the documented instructions of IE, including with regard to transfers of personal data to a third country or an international organisation, and only to the extent and in such a manner as is strictly necessary for the provision of the Goods and/or the provision of Services under this Purchase Order unless otherwise required to do so by European Union (EU) or EU Member State law to which the Contractor is subject and in such a case, the Contractor shall inform IE of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
  - 1.1.4 the Contractor shall ensure that it has appropriate security, technical and organisational measures (the "Security Measures"), including as set forth in this Purchase Order, to ensure a level of security appropriate to the then current risk and to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed. The Security Measures shall include as appropriate:
    - (a) the pseudonymisation and encryption of personal data;
    - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of the Contractor's systems used for such processing;
    - (c) the ability to restore the availability and access to personal data in the event of a physical or technical incident; and
    - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

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- 1.1.5 any material changes to the Security Measures shall be agreed in writing by the parties;
- 1.1.6 the Contractor shall assist IE in ensuring compliance with IE's obligations in respect of security of personal data under Data Protection Legislation;
- 1.1.7 the Contractor shall make available to IE all information necessary to demonstrate compliance with its obligations set out in this Clause 1.1 and allow for and contribute to audits, including inspections, conducted by IE or another auditor mandated by IE to ensure compliance with the obligations laid down in this Clause 1.1, including the Contractor's data security obligations under Data Protection Legislation provided however that IE shall be entitled, at IE's discretion, to accept adherence by the Contractor to an approved code of conduct or an approved certification mechanism to aid demonstration by the Contractor that the Contractor is compliant with the provisions of this Clause 1.1;
- 1.1.8 the Contractor shall, in accordance with Article 28(3) of the GDPR, immediately inform IE if, in its opinion, an instruction infringes Data Protection Legislation;
- 1.1.9 the Contractor shall promptly (and in any event within 48 hours) inform IE in the event of receiving a request from a data subject to exercise their data subject rights under Data Protection Legislation and provide such co-operation and assistance in relation to such a request, without responding to that request unless otherwise authorised by IE to do so;
- 1.1.10 the Contractor shall assist IE, including by implementing appropriate technical and organisational measures, to allow IE to comply with requests from data subjects to exercise their rights under Data Protection Legislation;
- 1.1.11 the Contractor shall ensure that access to IE's personal data is limited to (i) those persons who need access to IE's personal data to meet the Contractor's obligations under the Purchase Order, (ii) in the case of any access by such persons, such part or parts of the personal data as is strictly necessary for that person to perform its duties; and (iii) such persons authorised to process such personal data have committed themselves to binding and enforceable confidentiality obligations or are under an appropriate statutory obligation of confidentiality;
- 1.1.12 the Contractor shall not use any sub-contractor in the supply of the Goods and/or the provision of the Services or the performance of its obligations under this Purchase Order that will have access to such personal data without the prior written consent of IE and where IE has consented to the appointment of a sub-contractor, the Contractor shall not replace or engage other sub-contractors without the prior written consent of IE;
- 1.1.13 where any sub-contractor of the Contractor will be processing such personal data on behalf of IE, the Contractor shall ensure that a written contract exists between the Contractor and the sub-contractor containing clauses that impose at least the equivalent obligations to those imposed on the Contractor in this Clause 1.1. In the event that any sub-contractor fails to meet its data protection obligations, the Contractor shall remain fully liable to IE for the performance of the sub-contractor's obligations;

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- 1.1.14 the Contractor shall ensure compliance with this Clause 1.1 by any sub-contractor and any other person acting under the Contractor's authority who has access to such personal data;
  - 1.1.15 the Contractor shall without undue delay, and in any event within 24 hours, notify IE (i) of any suspected or actual breaches of the Contractor's or any of its sub-contractor's systems which may put the personal data at risk of disclosure, unauthorised processing or accidental or unlawful destruction, loss, alteration, or access to personal data, including without limitation ransomware or denial of service attacks and (ii) if any personal data is otherwise lost, stolen, misappropriated, destroyed or becomes damaged, corrupted or unusable, and the Contractor shall provide IE with such co-operation and assistance as may be required to mitigate against the effects of , and comply with any reporting obligations which may apply in respect of, any such breach;
  - 1.1.16 the Contractor shall, at IE's request, cooperate with and assist IE to enable IE to comply, in accordance with Data Protection Legislation, with any assessment, enquiry, notice, investigation, audit or consultation under Data Protection Legislation, which shall include the provision of all data requested by IE within the timescale specified by IE;
  - 1.1.17 the Contractor shall keep accurate and up-to-date records of its processing of the personal data processed pursuant to this Purchase Order and share such records with IE immediately upon request;
  - 1.1.18 the Contractor shall, at the choice of IE, delete or return all such personal data to IE when the Contractor ceases to provide services relating to data processing under this Purchase Order and delete all existing copies and extracts of such personal data unless applicable EU law or the laws of an EU Member State require storage of the personal data;
  - 1.1.19 if the Contractor receives any complaint, notice or communication in respect of the Goods and/or the Services and which relates directly or indirectly to the processing of personal data and/or to compliance with Data Protection Legislation, the Contractor shall immediately notify IE and shall provide IE with full co-operation and assistance in relation to any such complaint, notice or communication;
  - 1.1.20 no such personal data shall be transferred outside of the European Economic Area by the Contractor or any of its agents or sub-contractors without the prior written consent of IE which consent may be subject to terms and conditions (including, without limitation, that the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding sub-processors contained in such model contracts in respect of any sub-processors). The Contractor shall comply with the requirements of Data Protection Legislation in respect of transfers of such personal data outside of the European Economic Area, to the extent that IE consents to any such transfer; and
  - 1.1.21 nothing contained in this Purchase Order shall relieve the Contractor of its direct responsibilities and liabilities under Data Protection Legislation.
- 1.2 In the event that transfers of data outside of the EEA have been permitted by IE under Clause 1.1.20, and the mechanism that is used to facilitate those transfers under Data

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Protection Legislation expires or is declared invalid by any relevant authority, the Contractor shall cease such transfers and work with IE to put in place an alternative mechanism which complies with Data Protection Legislation.

1.3 If either Party anticipates any change to the Contractor's performance of this Purchase Order which would require the Contractor to process personal data not identified in Clause 1.1.2, the Parties will negotiate in good faith to incorporate any additional data protection provisions that may be required in respect of such personal data.

1.4 The Contractor shall indemnify IE and IE's officers, employees, servants, agents and sub-contractors against any and all losses, expenses (including reasonable legal fees), damages, costs, penalties and regulatory fines ("Loss") incurred by IE or for which IE may become liable including:

1.4.1 civil claims where a final award of damages has been granted (including in relation to a court approved settlement) in favour of a data subject; and/or

1.4.2 administrative fines imposed by a supervisory authority and approved by a court of competent jurisdiction,

in each case, to the extent that such Loss arises from or in connection with the Contractor acting outside or contrary to the lawful instructions of IE and/or any other breach by the Contractor of its data protection obligations under this Purchase Order or Data Protection Legislation.