NOTIFICATION TO ACTIVATE GOODS AND SERVICES FORM (NAGSF)

This is a notice for the purposes of Clause 26 of the Agreement for the provision of Personal and Notebook Computers and associated services made between the Client, and the Contractor, dated 12 January 2022 by way of Supplementary Request for Tenders (eTenders reference no. 200163, Lot number 1) dated 6 October 2021 ("the SRFT")**.**

The INSERT FRAMEWORK CLIENT DETAILS is a Framework Client as set out at clause 26A of the Agreement and in accordance with clause 26 **HEREBY NOTIFIES** the Contractor that the Framework Client wishes to activate the purchase of Goods and associated services and shall issue a purchase order form to the Contractor on each occasion that it has a requirement for Goods and associated services. The purchase order will contain (at a minimum) the following detail:

- Framework Client Name:
- Framework Client Address (including Eircode):
- Framework Client Contact name:
- Framework Client Telephone number:
- Framework Client E-mail address:
- Purchase Order Number:
- Delivery Address:
- Delivery Date and Time:
- Date of Order:
- Item part No:
- Item Description:
- Quantity:
- Net Item cost in Euro:
- Vat Rate Percentage:
- Gross Item Cost in Euro:

The Contractor and the Framework Client hereby acknowledge, agree and confirm that the terms and conditions of the Agreement and the Confidentiality Agreement are hereby adopted to govern the provision of the Goods and Services by the Contractor to the Framework Client as if references to "the Client" in the Agreement and the Confidentiality Agreement were references to the Framework Client.

Pursuant to clause 6.2 of the Confidentiality Agreement the Contractor is required to provide evidence of having the appropriate clearance to operate within environments where they will be providing services to, or around, vulnerable members of society (e.g. children, people with disabilities, older people).

DATA PROTECTION

 [The Parties agree that Clause 8E of the Agreement shall be replaced with the Data Protection clause set out in the Appendix to this NAGSF]
[-DELETE ABOVE STATEMENT IF NOT APPLCIABLE-]

FRAMEWORK CLIENT AND CONTRACTOR TO COMPLETE

Dated: _____

Signed for and on behalf of the Framework Client: _____

Framework Client email address (PRINT CLEARLY) _____@_____

Dated: _____

Signed for and on behalf of the Contractor: _____

Appendix to NAGSF -Data Protection Clause

PART A

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

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

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

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

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

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

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

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

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

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

ii. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Schedule E 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.

iii. Without prejudice to the generality of iii above, 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;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client 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 Client with respect to the processing of the Personal Data;

iv.   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).

v.   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.

vi. 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.

vii. 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 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.

viii. The Contractor shall permit the Client, the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the 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.

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

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

xi. 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 Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

xii. **(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE)**

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

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

The Client consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms

which are substantially similar to those set out in this clause 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.

xiii.   Save for clauses ii, iii, iv (4) and v, all the obligations on the Contractor in this clause relating to the processing of Personal Data shall apply to the processing of all Data.

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

PART B

[Framework Client to Complete]

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**

Categories of data subject