

ONE STOP SHOP AGREEMENT

between

SUSTAINABLE ENERGY AUTHORITY OF IRELAND

and

[INSERT]

RELATING TO THE APPOINTMENT AS A ONE STOP SHOP

THIS AGREEMENT IS MADE AS OF THIS [INSERT] DAY OF [INSERT] BY AND BETWEEN

SUSTAINABLE ENERGY AUTHORITY OF IRELAND, a statutory corporation established pursuant to Section 4 of the Sustainable Energy Act 2002, with a place of business at St Kevin's, 3 Park Place, Hatch Street Upper, Dublin 2 ("SEAI");

and

[insert] a limited company incorporated in [insert] with company number [insert] whose registered office is at [insert] ("OSS"); and

(each, a "Party" and collectively, the "Parties").

RECITALS

Whereas:

- A. In furtherance of the Climate Action Plan goal to reduce greenhouse gas emissions from buildings, including homes, with targets to retrofit 500,000 homes to a Building Energy Rating of B2 and to install 400,000 heat pumps in existing buildings by 2030.
- B. The Government envisages organisations acting as one stop shop providers as critical actors in making retrofit easier and more attractive to homeowners by facilitating larger, more efficient aggregated projects that will bring benefits both for homeowners and to the supply side, combining each of the components associated with retrofit projects, including demand generation, home assessments, grant application, contractor engagement, project management, quality assurance and finance provision.
- C. SEAI has been tasked with establishing the systems and processes (the "OSS Registration Programme") to oversee and manage the appointment of one stop shop providers who will offer and deliver end-to-end services to advise upon and carry out all aspects of a home energy upgrade/retrofit, including to have a contract in place with the home owners to carry out energy efficiency upgrades for their homes and dealing with the submission of grant applications to SEAI on behalf of the home owner relating to such upgrades.
- D. OSS has applied to participate in the OSS Registration Programme and has been assessed by SEAI as meeting the Eligibility Criteria and all other SEAI requirements for such participation.

Now, therefore, in consideration of the mutual promises and covenants contained herein, SEAI and OSS hereby agree as follows:

1 DEFINITIONS

- 1.1 In this Agreement, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

"Administrative Tasks" means the administrative tasks of the OSS as set out in the OSS Registration Guidelines, which include OSS making applications for Funding on behalf of OSS Customers, OSS overseeing the Funding application in all respects and receiving such Funding in accordance with the OSS Scheme Terms and this Agreement, and all of OSS's interactions with SEAI on behalf of OSS Customers in relation to these activities.

“Agreement” means this agreement including its Schedules and any documentation incorporated by reference as may be amended from time to time in accordance with its terms.

“Applicable Laws” means any:

- (a) statute, statutory instrument, by-law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal);
- (b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; or
- (c) any binding industry code of conduct or guideline that relates to OSS’ participation in the OSS Registration Programme.

“Application Form Policies and Procedures” means the policies and procedures contained in the application form submitted by OSS as part of the process for it to be appointed as a one stop shop provider, which includes its risk management policies and procedures, its service delivery and project management policies and procedures, QMS including Technical Quality policies and procedures and its data security, data storage and disaster recovery policies and procedures, and in all cases as such are amended and updated by agreement with SEAI.

“Change of Control” means the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of the OSS by another entity in a single transaction or a series of transactions.

“Confidential Information” means all information designated as such by the disclosing party, in writing, together with (i) the terms of this Agreement and all information which relates to the business, affairs, services, developments, marketing plans, suppliers, terms of business, trade secrets, Intellectual Property (owned or licensed), know-how, financial results, contractual arrangements or other dealings, transactions, reports, recommendations, personnel, contractors grantees or customers of the disclosing party or its group companies (ii) information and/or Relevant Records accessed by an SEAI Auditor pursuant to an audit conducted in accordance with Clause 19 and (iii) any other information which may reasonably be regarded as the confidential information of the disclosing party.

“Data Protection Legislation” means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) the Data Protection Acts 1988 - 2018 and the EU ePrivacy Directive 2002/58/EC as amended by Directive 2009/136/EC, and any implementing, derivative or related legislation, rule, regulation and binding regulatory guidance, in each case as any of them are amended, revised or replaced from time to time;

“Default” means any breach of the obligations of any Party set out in this Agreement (including, but not limited to fundamental breach, or breach of a fundamental term) or any negligence of either Party, its employees, agents, contractors in relation to, the subject matter of this Agreement, which causes loss or damage to another Party.

“Dispute Resolution Procedure” means the procedure set out in Clause 18.

“Effective Date” means the date on which this Agreement is executed by other Parties.

“Eligibility Criteria” means the pre-qualification eligibility criteria which form part of the appointment process as a one stop shop provider as set out in the OSS Registration Guidelines.

“Force Majeure” means any cause affecting the performance by a Party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, civil commotion, material damage, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to OSS or OSS’ Personnel.

“Funding” means the funding which SEAI offers in accordance with the OSS Schemes.

“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 similar to the OSS seeking in good faith to comply with contractual obligations similar to those set out in this Agreement and complying with Applicable Laws.

“ICT Security Requirements” means the security and access requirements set out in **Schedule 1**.

“Intellectual Property” means any and all discoveries, inventions, concepts, ideas, patents, trade marks, service marks, registered designs, drawings, utility models, design rights, copyright (including the copyright in software in any code), database rights, trade secrets and other confidential information, technical information, technology, know-how, business ideas, methods, techniques, concepts, business or trade names, goodwill and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not, or capable of registration or not, and including all applications and the right to apply for any of the foregoing rights.

“Liabilities” means proceedings, actions, costs (including legal costs), charges, claims, expenses, damages, liabilities, awards, losses and demands.

“Office Opening Hours” means 9.00 a.m. to 5.30 p.m. on a day on which OSS offices are open for business.

“OSS Contractor” means the contractors and assessors engaged by OSS under an OSS Scheme to carry out the OSS Scheme Services.

“OSS Customer” means a home owner that appoints OSS for the purposes (amongst other purposes) of applying for Funding to get a home energy upgrade, and, receiving such Funding pursuant to the OSS Customer Agreement.

“OSS Customer Agreement” means the written contract between OSS and OSS, whereby the OSS Customer appoints OSS for the purposes of applying for Funding, overseeing the Funding application, pursuing and receiving payment of such Funding and engaging and managing OSS Personnel to carry out the relevant OSS Scheme Services and any other agreed works.

“OSS Intellectual Property” means all Intellectual Property belonging to OSS.

“OSS Personnel” means: (i) all employees, servants, agents, contractors of OSS, including all OSS Contractors; and (ii) all employees, servants, agents, contractors of OSS Contractors (and all employees of any such agents and contractors), in each case who are involved in providing the OSS Scheme Services from time to time.

“OSS Registration Guidelines” means the guidelines of that name published by SEAI from time to time on its website www.seai.ie (as such may be updated from time to time).

“OSS Registration Programme” has the meaning given in Recital C.

“OSS Scheme” means an SEAI scheme which is designated from time to time by SEAI as open to one stop shop providers.

“OSS Scheme Services” means the services which an OSS is obliged to provide to OSS Customers under an OSS Scheme, in accordance with the OSS Scheme Terms and the OSS Customer Agreement.

“OSS Scheme Terms” means the terms and conditions, guidelines documents, policies and any other documentation or standards applicable to an OSS Scheme.

“Quality Management Systems” has the meaning given to it in Clause 5.13.

“Relevant Records” means any information, documentation or records reasonably related to the performance of OSS’ obligations under this Agreement.

“Remedial Plan Process” means the process provided for in Clause 11 (Remediation).

“SEAI Auditor” means a suitably qualified and independent auditor of reasonable repute nominated by SEAI or a member of SEAI appointed by SEAI to conduct an audit for the purposes of Clause 19 of this Agreement.

“SEAI Data” means all data, information, documents, text, registers, lists, drawings, diagrams, images or sounds embodied in any electronic or tangible medium which are inputted, made available or provided by SEAI to OSS in the course of participation in the OSS Registration Programme.

“SEAI Intellectual Property” means SEAI Data and all Intellectual Property belonging to SEAI.

“SEAI Personnel” means all employees, servants, agents, contractors and sub-contractors of SEAI (and all employees of any such agents, contractors and sub-contractors).

“SEAI Policies” means all policies and procedures published by SEAI from time to time on its website www.seai.ie in relation to an OSS Schemes (as such may be updated from time to time), including the Domestic Technical Standards and Specifications and all relevant Codes of Practices.

“SEAI Quality Standards” means the document entitled “OSS Operational and Quality Requirements Guide” which is made available to OSS by SEAI from time to time, including as such document may be updated from time to time.

“SEAI Systems” means the SEAI ICT and other systems used to operate and manage the OSS Registration Programme, to which OSS will be provided access in accordance with this Agreement.

“Shared Personal Data” the personal data provided to SEAI by OSS arising from this Agreement. This shall include the following: (A) As part of its registration with SEAI OSS will provide the following personal data relating to it, its contractors, its technical advisors and their relevant contacts: (i) First Name / Last Name; (ii) Email; (ii) Address; (iv) Phone/Mobile number; and (v) Certifications / Credentials / Licenses / Insurance; (B) As part of the reporting and audit requirements under this Agreement OSS will be required to provide SEAI with certain personal data relating to OSS Personnel and OSS Customers in order to allow SEAI to monitor OSS’s compliance with this Agreement and the relevant Scheme Terms; (C) OSS may be required to provide certain personal data relating to OSS Personnel and OSS Customers in order to allow SEAI to carryout its statutory functions, including in relation to SEAI’s oversight and monitoring of OSS Scheme Works; and (D) any personal data OSS is required to share with SEAI arising from obligations in the OSS Registration Guidelines and/or the OSS Scheme Terms.

“Strategic Plan” means the strategic plan submitted by OSS and approved by SEAI as part of the application process to be appointed pursuant to this Agreement, as set out in **Schedule 2**.

“Term” has the meaning given to it in Clause 3.1.

“Updated Strategic Plan” has the meaning given to it in Clause 3.2.

“Working Day” means a day when the offices of SEAI are open for business and which shall not include Irish bank or public holidays.

- 1.2 Except as otherwise provided, any references in this Agreement to clauses, paragraphs, schedules and/or parties are references to the clauses, paragraphs, schedules and/or parties to this Agreement.
- 1.3 Where applicable references to the singular shall include the plural and vice versa and reference to any gender shall include other genders.
- 1.4 The division of this Agreement into Clauses and sub-Clauses, and the headings used in this Agreement, are for convenience only, and shall not affect the interpretation of this Agreement.
- 1.5 Save as expressly provided for in this Agreement, no modification of this Agreement (or any document entered into pursuant to or in connection with this Agreement) shall be valid unless it is in writing, signed by or on behalf of SEAI and OSS. Unless expressly so agreed, no such modification or variation shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.
- 1.6 In this Agreement, unless otherwise specified, any reference to a document is a reference to the document as from time to time supplemented, modified or amended by agreement between SEAI and OSS or by SEAI where SEAI has reserved the right to make modifications itself.

- 1.7 In this Agreement, unless otherwise specified, any reference to writing includes email.
- 1.8 A waiver by any party of any breach by any other party of any other terms, provisions or conditions of this Agreement or the acquiescence of such party and any act (whether by commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term, provision or condition or of any subsequent act contrary thereto.
- 1.9 This Agreement (including its schedules and all documents referred to herein) represent the entire of the understanding of the Parties concerning the subject matter hereof and overrides and supersedes all prior promises, representations, undertakings, understandings, arrangements, agreements, side letters or heads of agreement concerning the same which are hereby revoked by mutual consent of the Parties.
- 1.10 The Agreement shall become effective only upon the same being executed by or on behalf of all Parties hereto.
- 1.11 In this Agreement, any phrase introduced by the words *include*, *including*, *includes* and *such as* are to be construed as illustrative, and shall not limit the sense of the words preceding those words.
- 1.12 In this Agreement, unless otherwise specified, any reference to a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted, or both, from time to time, and to any subordinate legislation made under it.
- 1.13 Any reference to a person shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- 1.14 OSS shall, and shall use its reasonable endeavours to procure that any necessary third party shall, execute and deliver to SEAI such other instruments and documents and take such other action as may reasonably be required for the purpose of giving full effect to this Agreement.
- 1.15 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid. The Parties agree, in the circumstances referred to in this Clause 1.14 to attempt in good faith to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.
- 1.16 OSS shall be liable for the acts and/or omissions of OSS Contractors as if such acts and/or omissions were its own.
- 1.17 The terms “**controller**”, “**data subject**”, “**personal data**”, “**personal data breach**”, “**processing**” and “**appropriate technical and organisational measures**” shall have the meanings as set out in the Data Protection Legislation.

1.18 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any schedule or in any document referred to in this Agreement, the provision in the body of this Agreement shall take precedence.

2 APPOINTMENT

2.1 In consideration of the obligations assumed by OSS pursuant to this Agreement and subject to the OSS's continued compliance with Eligibility Criteria and the Application Form Policies and Procedures, SEAI hereby appoints the OSS as a party who is able to make applications to OSS Schemes.

2.2 OSS shall undertake the Administrative Tasks on behalf of OSS Customers and is hereby granted access to the SEAI Systems for the purposes of performing the Administrative Tasks. SEAI agrees to reasonably co-operate with the OSS in provision of the Administrative Tasks to the extent applicable.

2.3 OSS' appointment under the terms of this Agreement is not exclusive and nothing in this Agreement shall be construed as restricting SEAI from entering into arrangements similar to those described between OSS and SEAI in this Agreement with other third parties. For the avoidance of doubt, SEAI acknowledges that when agreeing the terms of any such arrangements with third parties SEAI will observe the principle of non-discrimination.

2.4 OSS's appointment shall commence on the Effective Date and, subject to the terms of this Agreement, shall continue for the Term.

2.5 OSS warrants, represents and undertakes to SEAI that:

- (a) it has full capacity and authority and all necessary consents to enter into and to perform this Agreement, and this Agreement is executed by a duly authorised representative of OSS; and
- (b) it shall discharge its obligations under this Agreement with reasonable skill, care and diligence, and in line with Good Industry Practice.

2.6 SEAI warrants, represents and undertakes to OSS that:

- (a) it has full capacity and authority and all necessary consents to enter into and to perform this Agreement, and this Agreement is executed by a duly authorised representative of SEAI; and
- (b) in performing this Agreement and operating the OSS Schemes it will comply with Applicable Laws.

3 TERM

3.1 This Agreement shall commence on the Effective Date and, unless extended in accordance with the provisions of Clause 3.2 below or otherwise terminated in accordance with law or the provisions of this Agreement, shall continue in force for a period of two (2) years from the Effective Date (the "Term").

3.2 Before the expiry of the Term the Parties shall meet to discuss a new Strategic Plan ("Updated Strategic Plan"). If an Updated Strategic Plan is agreed by the Parties and

OSS is in compliance with the then current Eligibility Criteria and Application Form Policies and Procedures, then SEAI may issue a notice to extend the term of this Agreement by a period which aligns with the duration of the Updated Strategic Plan.

4 CONFIDENTIALITY

- 4.1 Each Party hereby undertakes that:
- (a) it shall not use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement;
 - (b) it shall keep the other Party's Confidential Information confidential and shall not, subject to Clause 4.2, at any time disclose such Confidential Information to any third party without the prior written consent of the other party; and
 - (c) it shall take all necessary precautions to ensure that the other Party's Confidential Information is treated as confidential and not disclosed (save as aforesaid) other than for the purposes of this Agreement.
- 4.2 Each party may disclose the other party's Confidential Information to its employees, officers, contractors, sub-contractors or advisers (together its "**Representatives**", which in the case of SEAI shall include SEAI Auditors) who need to know such information for the purposes of carrying out the party's obligations or availing of that Party's rights under this Agreement. Each party shall ensure that its Representatives to whom the other Party's Confidential Information is disclosed pursuant to or in connection with this Agreement, comply with this Clause 4.
- 4.3 The provisions of Clauses 4.1, 4.2 and 4.3 shall not apply to any information which:
- (a) is or becomes public knowledge, other than by breach of this Clause 4;
 - (b) is in the possession of the receiving party without restriction in relation to disclosure, before the date of receipt from the disclosing party;
 - (c) is independently developed, without access to the Confidential Information;
 - (d) is received from a third party which has received it without restriction and who is under no obligation restricting its disclosure;
 - (e) is required to be disclosed by law (including by the Sustainable Energy Act 2002 (as amended) and the European Union (Energy Performance of Buildings) Regulations 2012 (S.I. No 243 of 2012) or order of a court or other competent authority, including, but not limited to, the Department of the Environment, Climate and Communications, the Commission for Regulation of Utilities, relevant committees of the Oireachtas, the Controller and Auditor General, responses to Dail or Seanad parliamentary questions save that the Party making the disclosure shall give the other Party reasonable advance notice of the proposed disclosure to allow the other Party to take such protective measures as may be reasonably necessary in the context;
 - (f) is required to be disclosed to the Parties' professional advisors, provided that such disclosure is to the extent necessary for such advisors to carry out their professional duties and upon conditions of confidentiality, no less onerous than set out in this Clause 4;

(g) is released from the provisions of this Clause 4, by the prior written consent of the party to which it relates.

5 OSS OBLIGATIONS AND UNDERTAKINGS

- 5.1 OSS shall at all times comply, and procure that any OSS Personnel complies, with the OSS Registration Guidelines, the SEAI Policies and the ICT Security Requirements.
- 5.2 OSS shall use all reasonable endeavours to successfully implement the Strategic Plan and, to the extent applicable, any Updated Strategic Plan.
- 5.3 OSS shall continue to meet the Eligibility Criteria at all times during the Term.
- 5.4 OSS shall ensure that the Application Form Policies and Procedures shall be implemented and complied with for the duration of this Agreement.
- 5.5 OSS shall comply with, and shall procure that any OSS Personnel complies with, all OSS Scheme Terms.
- 5.6 OSS shall fully co-operate with SEAI in relation to any issues which arise in relation to this Agreement.
- 5.7 OSS shall ensure that it has an OSS Customer Agreement in place with all OSS Customers. SEAI may issue either a template OSS customer agreement or minimum requirements for what OSS Customer Agreements should include from time to time. If SEAI does issue such a template agreement or minimum requirements, OSS shall ensure they are implemented in its OSS Customer Agreements entered into following the date of issue of such by SEAI.
- 5.8 OSS shall procure that the OSS Customer Agreement requires OSS Customers to comply at all times with the OSS Scheme Documents, including granting appropriate access and co-operation to any inspectors which SEAI may send to OSS Customers' homes in relation to an OSS Scheme.
- 5.9 Subject to the terms of the applicable OSS Scheme Terms, OSS shall ensure that the amount paid by the OSS Customers to OSS for works undertaken by OSS and/or OSS Personnel will equate to the cost of such works less any Funding.
- 5.10 OSS shall not, in carrying out the OSS Scheme Services or dealing with the public and/or OSS Customers describe or represent itself as a partner, representative or agent of SEAI.
- 5.11 OSS shall ensure to have appropriate procedures in place to provide OSS Customer care and deal with complaints from OSS Customers in relation to OSS Scheme Services carried out by OSS and OSS Personnel.
- 5.12 OSS shall not, and shall ensure the OSS Contractors shall not, through their actions, communications or omissions cause OSS Customers or other potentially eligible OSS Scheme grantees to consider or believe that they must use or deal with only with OSS in order to secure Funding pursuant to any OSS Scheme. OSS Customers and other potentially eligible OSS Scheme grantees can use any one stop shop provider, including several different one stop shop providers, for works which attract Funding.

- 5.13 OSS agrees to set up, implement and oversee (independent to any SEAI systems) a system of quality management in respect of the OSS Schemes which, at a minimum, meets the SEAI Quality Standards (“**Quality Management Systems**”).
- 5.14 OSS shall notify SEAI and keep SEAI notified of the methodology of its Quality Management Systems and shall provide SEAI with information in respect of and copies of the results of its Quality Management Systems on request.
- 5.15 OSS agrees to set up and administer a programme for all OSS Personnel which shall ensure that all such personnel are adequately trained to administer and perform the OSS Scheme Services and discharge their obligations in relation to this Agreement and OSS shall modify its training programme from time to time to take account of guidance issued from the SEAI in relation to such programme.
- 5.16 OSS warrants, represents and undertakes to ensure that its data security practices in relation to the processes described in this Agreement, including the processes described in the OSS Registration Guidelines, shall comply with Good Industry Practice.
- 5.17 OSS shall provide the OSS Scheme Services using reasonable skill, care and diligence, in line with Good Industry Practice and in accordance with Applicable Laws.

6 OBLIGATIONS OF SEAI

- 6.1 In order to facilitate OSS in providing the OSS Scheme Services and meeting the applicable requirements of the OSS Registration Guidelines, SEAI agrees to provide OSS and required OSS Personnel with personalised access to the OSS System subject always to compliance by OSS with the terms of this agreement and all SEAI Policies (including, in particular, the ICT Security Requirements) and any other written guidelines provided by SEAI in good time in relation to the access to and use of such OSS System.
- 6.2 SEAI shall, where possible, provide OSS with reasonable prior notice of any changes to the OSS Registration Guidelines, where such changes will impact on OSS's provision of the OSS Scheme Services PROVIDED THAT such notification would not constitute discrimination by SEAI in favour of OSS or the unlawful conferral of a competitive advantage on OSS.

7 INTELLECTUAL PROPERTY

- 7.1 All Intellectual Property in any artwork, designs, computer programs, systems, scheme plans, sketches, drawings, data, or any other work developed by, drawn by or created or adapted by OSS which is derived from SEAI Intellectual Property, shall be the property of SEAI.
- 7.2 Subject to Clause 7.3 and Clause 4, SEAI hereby grants to OSS a limited, non-exclusive right and licence to copy, distribute, transmit, display, perform, create derivative works, and otherwise use SEAI Intellectual Property and Confidential Information solely for the purposes of, and to the extent necessary for participating in the OSS Registration Programme and the performance by OSS of its obligations under this Agreement, the OSS Scheme Terms, and OSS Customer Agreements and for no other purposes whatsoever.
- 7.3 OSS may use any SEAI trademarks, services marks or logos in its publicity or advertising campaigns (including its website) provided it complies with OSS

Registration Guidelines and any other requirements of SEAI issued from time to time when doing so.

- 7.4 SEAI may use any OSS trademarks, services marks or logos in any of its publicity or advertising campaigns (including its website) relating to the OSS Registration Programme without OSS approving such proposed use in writing in advance.
- 7.5 OSS warrants that OSS owns all worldwide rights, title and interest in, or otherwise has the right to use, the Intellectual Property provided by OSS and employed by OSS in the delivery of the OSS Scheme Services other than SEAI Intellectual Property ("OSS Intellectual Property"). All Intellectual Property in any artwork, designs, computer programs, systems, scheme plans, sketches, drawings, data, or any other work developed by, drawn by or created or adapted by OSS or by SEAI which is derived from OSS Intellectual Property whether in the course of performing their respective obligations under this Agreement or otherwise, shall be the property of OSS.
- 7.6 No Party shall cause or permit anything which may damage or endanger the Intellectual Property or other property of the other Party, or such other Party's title to it or assist or allow others to do so.

8 DATA PROTECTION AND PRIVACY

- 8.1 For the purposes of Data Protection Legislation, the Parties agree and acknowledge that they will be independent controllers of the Shared Personal Data.
- 8.2 Each Party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
- 8.3 In the relation to the Shared Personal Data OSS shall:
 - (a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to SEAI;
 - (b) give full information to any data subject whose personal data may be processed arising from this Agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to SEAI;
 - (c) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - (d) provide SEAI with reasonable assistance in complying with any data subject rights request;
 - (e) assist SEAI in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Data Protection Commissioner or other regulators; and
 - (f) notify SEAI without undue delay on becoming aware of any breach of the Data Protection Legislation.

- 8.4 The OSS Registration Guidelines and/or OSS Scheme Terms may include provisions dealing with the processing of personal data by SEAI. To the extent required OSS shall ensure that such provisions are reflected in its notices and/or consents made available to OSS Customers.
- 8.5 SEAI may from time to time issue a notice or consent arising from Data Protection Legislation to OSS which is for the benefit of third parties, including OSS Customers. OSS shall provide such notices and consents to such third parties as required by SEAI.

9 INDEMNIFICATION

- 9.1 OSS shall on demand indemnify and keep fully and effectively indemnified SEAI from and against Liabilities suffered or incurred by SEAI arising from or relating to any Default by OSS or OSS Personnel.

10 INSURANCE

- 10.1 OSS shall maintain for the Term the insurance policies it has in place as of the date of this Agreement in order to meet the Eligibility Criteria.
- 10.2 OSS shall produce for examination to SEAI, its servants or agents, evidence of the existence of such insurance policies and their currency, within 5 Working Days of being required to do so by SEAI.

11 REMEDIATION

- 11.1 If OSS breaches this Agreement or any OSS Scheme Terms, or otherwise as SEAI deems it appropriate at its discretion, SEAI may instigate the Remedial Plan Process.
- 11.2 If SEAI wishes to follow the Remedial Plan Process, SEAI will serve a notice of such (a "**Remedial Notice**") on OSS which will specify the reason(s) for initiating the Remedial Plan Process (the "**Issue(s)**") in outline, together with reasonable supporting detail, and require OSS to remedy the Issue(s) and/or to take steps to prevent similar Issues in the future.
- 11.3 On receipt of a Remedial Notice, OSS will either:
- (a) submit a draft remedial plan to SEAI; or
 - (b) inform SEAI that it does not intend to submit a remedial plan, in which event SEAI is entitled to suspend or terminate this Agreement by serving a notice of such.

SEAI may specify in the Remedial Notice the time period within which OSS is required to take one of the options set out in this Clause.

- 11.4 If OSS submits a draft remedial plan (which shall include proposed milestone and completion dates), SEAI will either approve the draft remedial plan within a reasonable period of its receipt pursuant to Clause 11.3, or it will inform OSS that it does not accept the draft remedial plan and will give the reasons why it cannot accept the draft remedial plan. In the latter case, OSS will submit a revised remedial plan to SEAI which addresses all SEAI's concerns and comments. SEAI shall be entitled to require OSS to submit a revised remedial plan by a specified deadline and OSS will comply with any such requirement.

- 11.5 If a remedial plan is agreed, OSS will immediately start work on the actions set out in the remedial plan and fully implement the remedial plan at OSS's own cost and expense within the timescales set out in the remedial plan.
- 11.6 If a remedial plan cannot be agreed within a reasonable period (to be determined by SEAI acting reasonably) then SEAI may elect to end the Remedial Plan Process and suspend or terminate this Agreement by serving a notice of such.
- 11.7 If a remedial plan is agreed between the Parties, but OSS fails to implement or successfully complete the remedial plan by the required remedial plan completion date, SEAI, at its discretion, may:
 - (a) give OSS a further opportunity to resume and complete full implementation of the remedial plan by a deadline specified by SEAI; or
 - (b) suspend or terminate this Agreement by serving a notice of such.
- 11.8 SEAI is not obliged to follow the Remedial Plan Process if it has a right to suspend or terminate this Agreement in accordance with its terms. Utilisation of the Remedial Plan Process is at SEAI's discretion.
- 11.9 The rights of SEAI under the Remedial Plan Process are without prejudice to any other right or remedy of SEAI.

12 SUSPENSION

- 12.1 This Agreement may be suspended by SEAI on notice ("**Suspension Notice**") to OSS in the following circumstances:
 - (a) SEAI has a right to terminate the Agreement;
 - (b) as provided for in the Remedial Plan Process;
 - (c) OSS is in breach of any OSS Scheme Terms; and/or
 - (d) in SEAI's opinion there are material failures or issues with any OSS Scheme Services.
- 12.2 The Suspension Notice will be effective from its date of issue and will specify the duration of the suspension and/or the circumstances in which SEAI may lift the suspension. SEAI may, at its discretion, initiate the Remedial Plan Process during a period of suspension. At the end of a period of suspension SEAI may, at its discretion, reinstate OSS or terminate this Agreement on notice.
- 12.3 During a period of suspension:
 - (a) OSS shall cease to hold itself out and/or describe itself as a one stop shop provider;
 - (b) At SEAI's discretion, OSS shall cease to have the right to participate in some or all OSS Schemes;
 - (c) OSS cannot make any further applications for Funding;

- (d) at SEAI's discretion, all applications for Funding which have been made at the date of suspension but not paid may be paused or terminated by SEAI; and
- (e) SEAI may inform OSS Customers who may be affected by the suspension that OSS has been suspended and advise such OSS Customers of their rights and options in relation to such suspension, including in relation to Funding or associated applications for Funding which may be affected by the suspension.

13 TERMINATION

- 13.1 This Agreement shall continue for the Term unless terminated earlier in accordance with its terms.
- 13.2 This Agreement may be terminated on notice in the following circumstances:
 - (a) by either SEAI or OSS with immediate effect if the other Party is in breach of any material obligation under this Agreement and, if the breach is capable of remedy, that Party has failed to remedy such breach within 15 days of receipt of written notice so to do;
 - (b) by SEAI where OSS repeatedly breaches any of the OSS Scheme Terms in such a manner as to reasonably justify the opinion that OSS's conduct is inconsistent with OSS having the intention or ability to give effect to the applicable OSS Scheme Terms;
 - (c) by SEAI where OSS ceases to meet any of the Eligibility Criteria;
 - (d) by SEAI in accordance with the Remedial Plan Process;
 - (e) by SEAI where OSS has breached Applicable Law, including where OSS has committed any acts or fraud or criminality or where OSS has failed to comply with the applicable health and safety legislation;
 - (f) by SEAI where OSS has been terminated, barred or deregistered from any OSS Scheme;
 - (g) by SEAI at the end of period of suspension if the reason for the suspension have not been addressed to SEAI's reasonable satisfaction;
 - (h) by SEAI where an audit or other similar exercise demonstrates material failings in OSS's Quality Management Systems;
 - (i) by SEAI where SEAI is of the opinion, acting reasonably, that the OSS has caused or may cause a reputational risk to SEAI and/or the OSS Registration Programme and/or an OSS Scheme;
 - (j) by either SEAI or OSS with immediate effect if the other Party is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due or insolvent;
 - (k) by SEAI where the OSS Registration Programme terminates or significantly changes (including as a result of a reduction in funding availability from Government);

- (l) by either SEAI or OSS on sixty (60) days written notice to the other Party;
 - (m) by SEAI where OSS undergoes a Change of Control.
- 13.3 Any notice of termination issued pursuant to Clause 13.2 shall be effective from the date stated in the notice.
- 13.4 On termination or expiry of this Agreement for any reason all rights and obligations of the Parties under this Agreement automatically terminate except that termination or expiry does not affect any accrued rights or remedies of either Party.
- 13.5 Any indemnity or any obligation of confidence under this Agreement is independent of, and survives termination or expiry of this Agreement. Any other term that by its nature is intended to survive termination or expiry of this Agreement survives termination or expiry of this Agreement.
- 13.6 On termination of this Agreement:
- (a) OSS shall cease to hold itself out and/or describe itself as a one stop shop provider;
 - (b) OSS shall cease to have the right to participate in OSS Schemes;
 - (c) OSS shall immediately return to SEAI (or, if SEAI so requests by notice in writing, destroy) all of SEAI's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information;
 - (d) OSS cannot make any further applications for Funding;
 - (e) at SEAI's discretion, all applications for Funding which have been made at the date of termination but not paid may be paused or terminated by SEAI;
 - (f) SEAI may inform OSS Customers who may be affected by the termination that OSS has been terminated and advise such OSS Customers of their rights and options in relation to such termination, including in relation to Funding or associated applications for Funding which may be affected by the termination;
 - (g) If directed by SEAI OSS shall complete those OSS Scheme Services which are ongoing at the date of termination, or such part of such OSS Scheme Services as SEAI may direct; and
 - (h) OSS shall provide all information requested by SEAI relating to OSS Scheme Services which are ongoing as of the date of termination of this Agreement, and shall provide all reasonable assistance to SEAI and/or any replacement one stop shop provider in relation to such ongoing OSS Scheme Services.
- 13.7 Subject to the rights granted in Clause 7.2 and 7.5, in the event of termination, each Party shall return to the other all property and Intellectual Property of the other in its possession or control.

14 FORCE MAJEURE

14.1 Neither Party will be liable for any failure or delay in its performance under this Agreement caused by any event of Force Majeure.

15 ASSIGNMENT

15.1 Neither Party may assign or transfer this Agreement or any rights under this Agreement without the prior written consent of the other Party.

16 NOTICES

16.1 Any notice or communication required or permitted to be given hereunder must be in writing and may be delivered personally, by overnight courier, or by email to the correct e-mail address without any error message. The case of overnight courier the notice or communication should be sent to the address of the receiving Party indicated below its signature, or at such other address as either Party may provide to the other by written notice. In the case email it should be sent to the email addresses given below. An email will deemed received at 9.00am on the first Working Day after sending. Written notice by overnight courier or sent personally will be deemed received on the day of actual delivery of such notice.

SEAI	OSS
[DRAFTING NOTE: Insert email address for notices]	[DRAFTING NOTE: Insert email address for notices]

17 RELATIONSHIP OF PARTIES

17.1 OSS accepts and acknowledges that in providing the OSS Scheme Services it is acting as an independent party vis a vis SEAI, that nothing in this Agreement shall constitute a partnership or joint venture nor establish a relationship of agency or employment between the Parties.

18 DISPUTE RESOLUTION PROCEDURE

18.1 The Parties shall use reasonable endeavours at all times to resolve any disputes at an operational level before escalating the dispute in accordance with this Clause.

18.2 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it, then:

(a) either Party may call a meeting of the Parties by giving not less than 15 Working Days' written notice to the other, and each Party shall procure that an authorised representative attends all such meetings;

(b) those attending the relevant meeting shall use all reasonable endeavours to resolve the dispute. If the meeting fails to resolve the dispute within 10 Working Days of its being referred to it, either Party may refer the dispute

- to the relevant head of department of SEAI and a similar office holder of OSS by notice in writing, who shall co-operate in good faith to resolve the dispute as amicably as possible within 10 Working Days of the dispute being referred to them. If that meeting fails to resolve the dispute within 10 Working Days of its being referred to it, either Party may refer the dispute to the Managing Director or Chief Executive (or such other similar senior office holder) of the Parties (as applicable) by notice in writing, who shall co-operate in good faith to resolve the dispute as amicably as possible within 10 Working Days of the dispute being referred to them;
- (c) if the Managing Director or Chief Executive (or such other similar senior office holder) fail to resolve the dispute in the allotted time, the Parties may within that period agree in writing to enter into an alternative dispute resolution procedure such as mediation; and
 - (d) if the Parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the parties, shall be and remain binding on the Parties.
- 18.3 Notwithstanding the provisions of this Clause 18, either party may take proceedings or seek remedies before the courts or any competent authority of any country for interim or interlocutory remedies in relation to any breach of this Agreement or infringement by the other Party of that Party's Intellectual Property right.
- 18.4 The SEAI Customer Charter and Customer Action Plan (which can be found here - <https://www.seai.ie/customer-charter/>), including the appeal process provided for therein, will apply to OSS. If OSS has any concerns with the actions of SEAI relating to this Agreement it may avail of the process provided for therein.
- 19 ACCESS AND AUDIT RIGHTS**
- 19.1 OSS shall during Office Opening Hours and subject to having received reasonable prior notice:
- (a) allow an SEAI Auditor to access such specific parts of OSS' systems (including IT systems), premises, facilities, and OSS Personnel, and procure that the SEAI Auditor may access those of any OSS Contractor, as may be reasonably required in order to enable the SEAI Auditor to audit OSS' performance of this Agreement;
 - (b) allow, and procure that any OSS Contractor allows, the SEAI Auditor to take copies of Relevant Records.
- 19.2 In the event that any Relevant Records are not immediately available, OSS shall provide, and shall procure that OSS Contractors provide, such Relevant Records promptly and in any event within five (5) Working Days.
- 19.3 OSS shall, and shall procure that OSS Contractors, assist and comply with all reasonable requests made by the SEAI Auditor for the purposes of Clause 19.1.
- 19.4 Only the SEAI Auditor referred to in Clause 19.1 shall have the right to examine the Relevant Records solely for the purposes of determining OSS' compliance with this Agreement.
- 19.5 Without prejudice to Clauses 19.1 to 19.5, an SEAI Auditor may, at any time, request that OSS provide any information and/or documentation reasonably required to

assess OSS' compliance with this Agreement, and OSS shall provide, and where such information is held by an OSS Contractor, procure that the OSS Contractor provides, such information and/or documentation promptly and in any event within 5 Working Days of such request.

- 19.6 OSS shall retain all Relevant Records for the duration of this Agreement and for seven years after the termination or expiry of this Agreement.
- 19.7 The provisions of this Clause 19 are in addition to, and are without prejudice to, any rights which SEAI may have under the OSS Registration Guidelines and/or any OSS Scheme Terms.

20 CONSIDERATION

- 20.1 The Parties agree to comply with the terms of this Agreement in consideration of the payment by each Party to the other of the sum of one Euro (€1), the receipt and sufficiency of which is acknowledged by each Party.

21 COUNTERPARTS

- 21.1 This Agreement may be executed in multiple counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

22 CHOICE OF LAW

- 22.1 This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by and construed in accordance with the laws of Ireland and each of the Parties to this Agreement hereby submits to the exclusive jurisdiction of the Irish courts.

Schedule 1

ICT SECURITY REQUIREMENTS

Access to Grant Portal and System

- SEAI provides access to a portal for creating grant applications and submitting request for grant payment. OSS shall ensure that its systems can communicate with this system.
- OSS shall ensure that it safely manages the usernames and passwords provided for access to the SEAI online portal and keeps them secure at all times.
- SEAI utilises online meetings and remote desktop review. OSS shall ensure that its systems support and fully participate in such meetings.

OSS ICT Systems

- OSS shall ensure that its ICT systems implement appropriate security controls and are protected from malware and unauthorised access.
- OSS shall provide evidence of its approach to ICT security on request, including its compliance with this schedule. Certification to security standards such as ISO27001 or Cyber Essentials Scheme (CES) or similar can demonstrate that an organisation is protected against a wide range of online threats and will therefore be considered by SEAI. It is not a requirement for OSS to hold one of these certifications at the date of this Agreement but SEAI may make it a requirement in the future by issuing a notice of such to the OSS.
- OSS shall ensure that its ICT systems are configured in line with best practice with a certification or that OSS is conducting regular independent testing and assurance.
- In addition to the SEAI's right elsewhere in this Agreement, SEAI has the right to audit OSS's ICT systems from time to time, and as part of this OSS shall provide independent assurance of the security posture of the application on request.
- OSS shall ensure that all Relevant Records are held within the EU or UK.
- OSS must design appropriate technical and organisational measures to ensure the confidentiality, integrity, and security of its assets, information, data and services and implement such measures on an ongoing basis during the term of this Agreement.
- OSS shall provide evidence of its personnel security controls on request.

Schedule 2

STRATEGIC PLAN

[Note: Document to be included prior to execution]

IN WITNESS WHEREOF, the Parties have caused their duly authorised representatives to execute and deliver this Agreement.

[insert]

**SUSTAINABLE ENERGY AUTHORITY OF
IRELAND**

By: _____

By: _____

Name:

Name:

Title:

Title:

Address:

Address: SEAI

St Kevin's

3 Park Place

Hatch Street Upper

Dublin 2