

DATED

2024

National Roads Authority
operating under the name
Transport Infrastructure Ireland
and
[Candidate EETS Provider]

ACCREDITATION AGREEMENT

IN RESPECT OF [M50/DUBLIN TUNNEL] EETS DOMAIN

McCann FitzGerald
Riverside One
Sir John Rogerson’s Quay
Dublin 2
REMH\66528242.6

THIS AGREEMENT is made the of 20XX (the “Commencement Date”)

BETWEEN

- (1) **NATIONAL ROADS AUTHORITY** operating under the name Transport Infrastructure Ireland and having its main headquarters at Parkgate Business Centre, Parkgate Street, Dublin 8, D08 DK10 (the “**Authority**”); and
- (2) [Insert name of candidate EETS provider], a [limited liability company] established under the laws of [X] and having its principal office at [insert address] (the “**Candidate EETS Provider**”)

(each a “**Party**” and together, the “**Parties**”).

RECITALS

- (A) The Parties note that there are currently ten toll roads on the national road network in Ireland. The Authority is the Toll Charger for the M50 toll road and the Dublin Tunnel.
- (B) Pursuant to an interoperability management services agreement between the Authority and Indra Sistemas S.A (the “**IMP Provider**”) dated 18 November 2021, the Authority (in its capacity as IMP Procuring Authority) engaged the IMP Provider to provide certain information exchange and other services to Toll Chargers and Non-EETS Toll Service Providers in connection with facilitating inter-operability between the Toll Chargers and Non-EETS Toll Service Providers. Such interoperability means that toll users are able to effect the discharge of relevant tolls through having an On Board Unit installed in their vehicles, which is able to avail of the electronic toll collection facilities.
- (C) Pursuant to an interoperability framework agreement dated 27 March 2014, as amended and restated on 1 July 2015, and as further amended or supplemented from time to time including by a data protection addendum (the “**IFA**”), the Authority (in its capacity as IMP Procuring Authority, Toll Charger and Non-EETS Toll Service Provider), the IMP Provider and other Toll Chargers and Non-EETS Toll Service Providers entered into the interoperability arrangements contemplated by the IFA.
- (D) The EETS Directive sets out the conditions necessary for, *inter alia*, ensuring the interoperability of electronic road toll systems on the entire European Union road network, urban and interurban motorways, major and minor roads, and various structures, such as tunnels or bridges and ferries. The EETS Directive has been transposed into Irish law by the EETS Regulations.
- (E) Under the EETS Directive and EETS Regulations, an EETS provider must undergo an accreditation process which is defined and managed by the relevant Toll Charger before it is authorised to provide the EETS in the EETS domain of such Toll Charger.
- (F) The Candidate EETS Provider wishes to be accredited as an EETS provider for [the M50/Dublin Tunnel EETS domain(s) in respect of which the Authority is the Toll Charger]. This Agreement sets out the terms and conditions which apply to the Candidate EETS Provider’s application to provide EETS on such EETS domain(s).

1. Definitions

- 1.1 In this Agreement, unless the context requires otherwise, the following terms shall have the meaning set out below:

“Accreditation Certificate” means the certificate to be issued by the Authority to the Candidate EETS Provider in circumstances where the Candidate EETS Provider has successfully completed the Technical Accreditation Procedure;

“Accreditation Fee” means the accreditation fee payable by the Candidate EETS Provider to the Authority in accordance with Schedule 2 (Payments);

“Accreditation Requirements” means the technical requirements for the Candidate EETS Provider to be accredited to provide EETS in the Relevant EETS domain, as set out in further detail in the Technical Accreditation Procedure;

“Applicable Law” means any law applicable in Ireland (without further enactment) or any other applicable jurisdiction and shall include without limitation, common law, statute, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, instruments or delegated or subordinate legislation having force of law;

“Authority’s Representative” means *[insert title of Authority’s representative for this Agreement]*;

“Business Day” means a day other than a Saturday or Sunday on which banks are generally open for business in Ireland;

“Candidate EETS Provider’s Representative” means *[insert title of Candidate EETS Provider’s representative for this Agreement]*;

“EETS Directive” means Directive (EU) 2019/520 of the European Parliament and of the Council of 19 March 2019 on the interoperability of electronic road toll systems and facilitating cross-border exchange of information on the failure to pay road fees in the Union;

“EETS domain” means a road, a road network, a structure, such as a bridge or a tunnel, or a ferry, where tolls are collected using an electronic road toll system;

“EETS provider” means an entity which, under a separate contract, grants access to EETS to an EETS user, transfers the tolls to the relevant Toll Charger, and which is registered as an EETS Provider in the Member State in which it is established;

“EETS Regulations” means the European Union (Interoperability of Electronic Road Toll Systems) Regulations 2023 (S.I. No. 178 of 2023);

“EETS TCA” means a toll collection agreement to be entered into between the Candidate EETS Provider and the Authority in accordance with clause 3.2(b);

“EETS user” means a natural or legal person who has a contract with an EETS provider in order to have access to the EETS;

“European Electronic Toll Service” or **“EETS”** means the toll service provided under a contract on one or more EETS domains by an EETS provider to an EETS user;

“IMP Procuring Authority” means the Authority as the person which has procured or procures the provision by the IMP Provider of certain information exchange and other services to Toll Chargers and Non-EETS Toll Service Providers;

“Intellectual Property Rights” means all intellectual and/or industrial property rights including copyrights, patents, design rights, trade secrets, rights in confidential information, trademarks, trade names, domain names, service marks, utility models, moral rights,

topography rights, rights in databases and know-how in all cases whether or not registered or registerable and including registrations and applications for registration of any of these rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

“Non-EETS Toll Service Provider” means a legal entity incorporated in a Member State of the European Union which is a party to the IFA and which has entered into a toll collection agreement with a Toll Charger so as to allow a toll user to use electronic toll collection to discharge its obligation to pay tolls that are payable to such Toll Charger, but which is not currently an EETS Provider;

“On Board Unit” means a unit installed in a vehicle for the purpose of electronic toll collection (ETC) that is accepted by Roadside Equipment as a valid unit for the purpose of ETC transactions;

“Relevant EETS domain” means the [M50 Toll Road and Dublin Tunnel];

“Re-Test Fee” means the re-test fee payable by the Candidate EETS Provider to the Authority in accordance with Schedule 2 (Payments);

“Technical Accreditation Procedure” means the technical process and tests for the Candidate EETS Provider to be accredited to provide EETS in the relevant EETS domain, a copy of which is attached at Schedule 1;

“Term” has the meaning given to the term in clause 2.1; and

“Toll Charger” means each operator of an EETS domain in the State.

1.2 Any capitalised terms used in clause 1.1 which are not defined shall have the meaning given to such terms in the IFA.

1.3 In this Agreement, unless the context requires otherwise:

- (a) words importing the singular number shall include the plural number and vice versa;
- (b) words importing a particular gender includes all genders;
- (c) any reference to a “person” shall be construed as a reference to any individual, partnership, firm, trust, body corporate, government, governmental body, authority, emanation, agency or instrumentality, unincorporated body of persons or associations;
- (d) save as otherwise provided herein any reference to a section, clause, paragraph or sub-paragraph shall be a reference to a section, clause, paragraph or sub-paragraph (as the case may be) of this Agreement and any reference in a clause or paragraph shall be a reference to the clause or paragraph in which the reference is contained unless it appears from the context that a reference to some other provision is intended;
- (e) the provisions of any Schedules and appendices to this Agreement shall form an integral part of this Agreement and shall have as full effect as if they were incorporated in the body of this Agreement and the expressions “this Agreement” and “the Agreement” shall be deemed to include any Schedules and appendices to this Agreement;
- (f) any reference in this Agreement and/or in the Schedules to any statute or statutory provision shall be deemed to include any statute or statutory provision which amends,

extends, consolidates, re-enacts or replaces same, or which has been amended, extended, consolidated, re-enacted or replaced (whether before or after the date of this Agreement) by same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;

- (g) any reference to an Irish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Ireland, be deemed to include a reference to what most nearly approximates in that jurisdiction to the Irish legal term;
- (h) any words following the terms “including”, “include”, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (i) any reference to “the Authority” in this Agreement shall be deemed, where the context so requires, to include a reference to the Authority’s Representative, the Authority’s advisers, consultants, servants, contractors, service providers and/or agents;
- (j) any reference to “day” shall, unless otherwise stated, mean the period of time which begins with one midnight and ends with the next;
- (k) any reference to a “month” or “Month” shall, unless otherwise stated, be defined as follows:
 - (i) the start point for each month shall be 00:00 hours on the first day of the month; and
 - (ii) the end point for each month shall be 23:59 and 59 seconds on the last day of the month;and any reference to “monthly” or “Monthly”, shall be construed accordingly;
- (l) any reference to a “year” or “Year” shall, unless otherwise stated, be defined as a calendar year and any reference to “yearly” or “Yearly”, shall be construed accordingly; and
- (m) all references to time of day shall be a reference to whatever time of day shall be in force in Ireland.

1.4 The section headings and captions to the clauses in this Agreement are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement.

2. Term

2.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with its terms, shall continue in force until such time as the Candidate EETS Provider has:

- (a) become a party to the IFA; and
- (b) entered into an EETS TCA with the Authority.

2.2 This Agreement may be terminated by either Party at any time on one (1) months’ written notice.

- 2.3 This Agreement may be terminated by the Authority at any time where mandated by Applicable Law. The Authority shall endeavour to give the Candidate EETS Provider prior written notice of any such termination where permitted under Applicable Law and provided the Authority itself has prior notice of the changes which mandate termination of this Agreement.
- 2.4 This Agreement may be terminated forthwith by either Party on written notice to the other Party if the other Party is in material breach of the terms of this Agreement and, in the event of a material breach capable of being remedied, fails to remedy the breach within twenty (20) Business Days of receipt of notice in writing of such breach (the “**Breach Remediation Period**”).
- 2.5 Either Party may terminate this Agreement forthwith on written notice if a receiver, examiner or administrator is appointed of the whole or any part of the other Party’s assets or the other party is struck off the Register of Companies in the jurisdiction where it was incorporated or an order is made or a resolution passed for winding up the other party (unless such order or resolution is part of a voluntary scheme for the reconstruction or amalgamation of the party as a solvent corporation and the resulting corporation, if a different legal person, undertakes to be bound by this Agreement) or if anything analogous to the foregoing occurs in any applicable jurisdiction.

3. **Candidate EETS Provider Obligations**

3.1 The Candidate EETS Provider shall:

- (a) comply with the Technical Accreditation Procedure, a copy of which is attached at Schedule 1;
- (b) provide the Authority with such information and documentation as is required by the Authority for the Technical Accreditation Procedure;
- (c) comply with the Accreditation Requirements; and
- (d) co-operate with the IMP Provider and the Authority in respect of any testing provisions relevant to the Technical Accreditation Procedure and the Accreditation Requirements.

3.2 In the event that the Candidate EETS Provider successfully completes the Technical Accreditation Procedure and is issued an Accreditation Certificate by the Authority, the Candidate EETS Provider shall promptly take such steps as are required to:

- (a) become a party to the IFA; and
- (b) enter into an EETS TCA with the Authority substantially in the form set out in Schedule 3;

and in any event within two (2) months of the issue of the Accreditation Certificate.

4. **Authority Obligations**

4.1 The Authority shall:

- (a) comply with the obligations allocated to the Authority in respect of the Technical Accreditation Procedure; and

- (b) in circumstances where the Candidate EETS Provider successfully completes the Technical Accreditation Procedure, issue an Accreditation Certificate to the Candidate EETS Provider.
- 4.2 The Parties acknowledge and agree that in circumstances where an Accreditation Certificate is issued to the Candidate EETS Provider, the Candidate EETS Provider shall also be deemed to have satisfied the following requirements of the IFA:
 - (a) The Candidate EETS Provider shall be deemed to have complied with the IMP Provider's testing and certification requirements, as per clause 30.2 of the IFA; and
 - (b) Subject to execution of the IFA and an EETS TCA with the Authority in respect of its role as a Toll Charger in respect of the Relevant EETS domain, the Candidate EETS Provider shall constitute an Exchanging TSP vis-à-vis the Authority.

5. Warranties, Indemnities and Representations

- 5.1 The Candidate EETS Provider acknowledges that the Authority has entered into this Agreement in reliance on the representations and warranties contained in this Agreement.
- 5.2 The Candidate EETS Provider warrants that:
 - (a) it is an entity which is either (i) registered to be an EETS provider under Regulation 9 of the EETS Regulations or (ii) registered to be an EETS provider under the laws of another Member State giving effect to Article 4 of the EETS Directive;
 - (b) it has the authority to enter into this Agreement and to perform its obligations under this Agreement and is not a party to any other agreement or subject to any obligation under legislation or otherwise howsoever that would prohibit, restrict or limit in any way its performance of its obligations in accordance with this Agreement;
 - (c) it has no direct or indirect conflict of interest with respect to this Agreement and, insofar as it is aware as of the Commencement Date, no such conflict of interest will arise during the Term. In the event of any such conflict of interest arising during the Term, the Candidate EETS Provider shall notify the Authority immediately;
 - (d) it shall observe and comply with all Applicable Law to the extent that such laws are relevant to the performance of its obligations under this Agreement;
 - (e) it shall obtain at its own risk and expense from the appropriate authorities or any third parties all permits and licences necessary for the proper performance of its obligations under this Agreement;
 - (f) it is a company duly incorporated and validly existing under the laws of [insert country] and has the power and authority to own its assets and to conduct the business which it conducts or proposes to conduct;
 - (g) it shall uphold the good name, reputation and image of the Authority and shall not commit any act or omission which could be materially detrimental to or inconsistent with the name, reputation or image of the Authority; and
 - (h) this Agreement is executed by a duly authorised representative of the Candidate EETS Provider and this Agreement constitutes valid and legally binding obligations of the Candidate EETS Provider enforceable in accordance with the terms hereof, except as

enforcement may be limited by any relevant bankruptcy, insolvency, administration or similar laws affecting creditors' rights generally.

5.3 The Candidate EETS Provider represents and warrants to the Authority that as of the Commencement Date:

- (a) except to the extent previously disclosed to the Authority by or on behalf of the Candidate EETS Provider, no action, suit, proceeding, litigation or dispute against the Candidate EETS Provider is currently taking place or pending or, to the Candidate EETS Provider's knowledge, threatened nor is there subsisting any judgment or award given against the Candidate EETS Provider before any court, arbitrator or other body which, in any case, would be reasonably likely to result in any material adverse change in the business or condition (financial or otherwise) of the Candidate EETS Provider and/or to materially adversely affect its ability to perform its obligations under this Agreement;
- (b) except to the extent previously disclosed to the Authority by the Candidate EETS Provider, all necessary returns have been delivered by or on behalf of the Candidate EETS Provider to the relevant taxation authorities and the Candidate EETS Provider is not in default in the payment of any taxes, and no claim, demand or proceeding is being asserted against the Candidate EETS Provider with respect to taxes which has not been disclosed to the Authority;
- (c) except to the extent previously disclosed to the Authority by the Candidate EETS Provider, there has been no material adverse change in the financial condition of the Candidate EETS Provider, since the date of its latest audited consolidated accounts, that would have a material adverse effect on the Candidate EETS Provider's ability to perform its obligations under this Agreement; and
- (d) the Candidate EETS Provider is not aware of any material facts or circumstances that have not been disclosed to the Authority and which if disclosed would reasonably be expected to materially adversely affect the decision of a prudent person considering whether or not to enter into this Agreement with the Candidate EETS Provider.

5.4 Except as expressly set out in this Agreement, all warranties, conditions, representations, statements, terms and provisions express or implied by statute, common law or otherwise are hereby excluded to the greatest extent permitted by law.

6. **Payments**

6.1 Details of the payment mechanism which applies under this Agreement, including details of the Accreditation Fee and the Re-Test Fee are set out in Schedule 2.

6.2 The Candidate EETS Provider acknowledges that additional payments will also be due to the Authority and/or to the IMP Provider under:

- (a) the IFA; and
- (b) the EETS TCA to be entered into by the Candidate EETS Provider and the Authority in accordance with clause 3.2(b).

Such payments include, but shall not be limited to, the payments set out in Schedule 2.

7. Intellectual Property Rights

- 7.1 It is acknowledged and agreed that all Intellectual Property Rights in and to any materials provided by the Candidate EETS Provider to the Authority in connection with the Technical Accreditation Procedure (the “**Candidate EETS Provider Materials**”) vest in and shall be the absolute property of the Candidate EETS Provider. The Candidate EETS Provider hereby grants to the Authority a non-exclusive, transferable, sublicensable, royalty free licence for the Term to use the Candidate EETS Provider Materials as required by the Authority in connection with the Technical Accreditation Procedure.

8. Limitation on Liability

- 8.1 Save as expressly provided otherwise in this Agreement, neither Party shall be liable to the other Party for any indirect or consequential losses (including but not limited to any loss of business, profits or contracts) arising from the default of such Party pursuant to or in connection with this Agreement.
- 8.2 Save in respect of: (i) death or personal injury caused by negligence; or (ii) fraud or wilful default, neither party’s liability whether in contract, tort (including negligence) or otherwise, arising out of or in connection with this Agreement, shall in no case exceed five million euro (€5,000,000).

9. Confidentiality

- 9.1 Each party (the “**Receiving Party**”) recognises that, under or in connection with this Agreement, it may receive or become apprised of information belonging or relating to the other party (the “**Disclosing Party**”) including information concerning business and marketing plans, end users, customers, suppliers, terms of business, services, Intellectual Property Rights (owned or licensed), financial results, contractual arrangements or other dealings, transactions and affairs, reports and/or recommendations. All such information in any form, and whether or not designated as confidential, shall constitute “**Confidential Information**” for the purposes of this Agreement.

- 9.2 The Receiving Party agrees:

- (a) only to use the other party’s Confidential Information for the purposes of performing its obligations under this Agreement or for the purpose of enforcing its rights pursuant to or defending a claim in respect of this Agreement (the “**Permitted Purposes**”); and
- (b) subject to clause 9.4, not to divulge the Disclosing Party’s Confidential Information to any third party except to the extent reasonably necessary for the Permitted Purposes,

unless, in either case, the Disclosing Party has given its prior written consent to such other uses or disclosures.

- 9.3 The provisions of this clause 9 shall not apply to:

- (a) any information in the public domain otherwise than by breach of this Agreement;
- (b) information in the possession of the Receiving Party before disclosure by the Disclosing Party as aforesaid;
- (c) information obtained from a third party who is free to divulge the same; or

- (d) information which is properly disclosed pursuant to an obligation under Applicable Law (including, without limitation, under the Freedom of Information Act 2014), the order of a court of competent jurisdiction or that of a competent regulatory authority provided that the Receiving Party gives the Disclosing Party prior written notice of such disclosure provided such notice is not prohibited under Applicable Law or the terms of the relevant order.
- 9.4 The Receiving Party may disclose the Disclosing Party's Confidential Information to any of its directors, officers, employees, agents, service providers and professional advisors (and, where relevant, to its parent or group company directors or officers) (each a "**Recipient**") to the extent that disclosure is reasonably necessary for the purposes of this Agreement. The Receiving Party shall ensure that each Recipient is made aware of and agrees to comply with the Receiving Party's confidentiality obligations under this Agreement as if the Recipient was a party to this Agreement. Notwithstanding the foregoing, the Receiving Party shall be liable for any breach by a Recipient of the confidentiality obligations set out in this Agreement as if the breach had been committed by the Receiving Party itself.
- 9.5 The obligations of both parties as to disclosure and confidentiality in this clause 9 shall continue in force notwithstanding the termination of this Agreement.
10. **Dispute Resolution**
- 10.1 The Parties shall use all reasonable endeavours to promptly settle any dispute that may arise in connection with this Agreement.
- 10.2 Without prejudice to clause 13.4, if any dispute cannot be settled amicably by the Authority's Representative and the Candidate EETS Provider's Representative within ten (10) Business Days, the dispute may be referred to the Authority's [insert title] and the Candidate EETS Provider's [insert title]. The Authority's [insert title] and the Candidate EETS Provider's [insert title] will use all reasonable endeavours to resolve the dispute. If the dispute is not resolved by the Authority's [insert title] and the Candidate EETS Provider's [insert title] within ten (10) Business Days of the matter being referred to them, the Parties will refer the dispute to mediation in accordance with the International Centre for Effective Dispute Resolution ("CEDR") procedures then in force before resorting to litigation. The mediation process will be commenced by service by one Party on the other of a written notice that the issue is to be referred to mediation (the "**Mediation Notice**"). The Parties shall agree on a choice of mediator with sufficient knowledge and experience in the industry sufficient to comprehend the contractual and commercial issues raised. In the event that the Parties are unable to agree on a choice of mediator within ten (10) Business Days of the date of service of the Mediation Notice, the Parties shall accept a mediator nominated by CEDR. The costs of the mediation shall be shared equally between the Parties.
- 10.3 Nothing contained in this clause 10 shall restrict either party's freedom to commence legal proceedings where the relevant party is not satisfied with the outcome of the mediation process referred to in clause 10.2 above or where such proceedings are required urgently to preserve any legal right or remedy, to protect any Intellectual Property Rights or rights in Confidential Information or to otherwise prevent irreparable harm.
- 10.4 For the avoidance of doubt, the Candidate EETS Provider and the Authority shall be entitled to refer any dispute relating to their contractual relations or negotiations to the conciliation body (the National Transport Authority) in accordance with Regulation 36 of the EETS Regulations.

11. Notices

11.1 Notices or other communications given pursuant to this Agreement shall be in writing and shall be sufficiently given:

- (a) if delivered by hand or sent by post to the address and for the attention of the person set forth in this clause 11 of the Party to which the notice or communication is being given or to such other address and for the attention of such other person as such Party shall communicate to the party giving the notice or communication; or
- (b) if sent by e-mail to the correct e-mail address of the Party to which it is being sent.

11.2 Any notice, or communication, given or sent by post under this clause 11, shall be sent by ordinary post.

11.3 Every notice or communication given in accordance with this clause 11 shall be deemed to have been received as follows:

Means of Dispatch	Deemed Received
Delivered by hand:	the day of delivery;
Post:	two (2) Business Days after posting; and
E-mail:	when it enters the information system of the intended recipient.

Provided that if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to be given or made outside working hours (being 9 a.m. to 5 p.m. on a Business Day) such notice or other communication shall be deemed to be given or made at the start of working hours on the next Business Day.

11.4 The relevant addressee, address and e-mail address of each party for the purposes of this Agreement, subject to clause 11.5 are:

Name of Party	Address/E-mail
National Roads Authority operating under the name Transport Infrastructure Ireland	Parkgate Business Centre, Parkgate Street, Dublin 8, D08 DK10 E-mail: [insert email address]
[Candidate EETS Provider]	[insert address] E-mail: [insert email address]

11.5 Each party shall notify the other of a change to its name, relevant addressee, address or e-mail address for the purposes of clause 11.2. Such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is given, the date falling five (5) Business Days after notice of any such change has been given.

12. Assignment and Sub-contracting**12.1** The Candidate EETS Provider agrees that:

- (a) the Authority shall be entitled at any time, at its absolute discretion, to transfer, assign or novate its rights and obligations under this Agreement in whole or in part to any public body; and
- (b) the Authority may transfer, assign or novate its rights and obligations under this Agreement in whole or in part to any third party which is not a public body provided that the Authority can reasonably demonstrate that such third party has, or has access to, financial resources sufficient to enable it to fulfil the obligations of the Authority under this Agreement.

The Authority shall use reasonable endeavours to provide the Candidate EETS Provider with thirty (30) days' written notice of any transfer, novation or assignment under this clause 12.1. The Operator shall execute any document reasonably required to give effect to any transfer, novation or assignment by the Authority under this clause 12.1. The Authority shall notify the Operator in the event that any transfer, novation or assignment under this clause 12.1 is effected and of any documents reasonably required to be executed by the Operator as aforesaid.

12.2 The Candidate EETS Provider shall not be entitled to transfer, assign or novate its rights and obligations under this Agreement in whole or in part without the prior written consent of the Authority.**13. Counterparts and Electronic Execution****13.1** This Agreement may be executed in any number of counterparts, each of which when executed will constitute an original but all of which together shall constitute the same instrument.**13.2** The parties agree that this Agreement may be executed electronically. Transmission of an executed counterpart of this Agreement (but not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.**14. Entire Agreement****14.1** This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous drafts, arrangements, understandings or agreements between them relating to the subject matter they cover and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedies in respect of, any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.**15. Waiver****15.1** A failure or delay by any party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

16. **No Partnership, Agency etc.**

- 16.1 Except as expressly provided otherwise in this Agreement, nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties or their respective personnel.

17. **Remedies Cumulative**

- 17.1 Save as expressly provided otherwise in this Agreement, the rights, powers and remedies contained in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law or otherwise.

18. **Severability**

- 18.1 In the event that any provision of this Agreement (in whole or in part) shall be determined to be illegal, void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be illegal, void or unenforceable to that extent only and no further and the legality, validity and enforceability of any of the other provisions of this Agreement shall not be affected.

19. **Governing Law**

- 19.1 This Agreement shall be governed by and construed in accordance with the laws of Ireland. Subject to the provisions of clause 10, the Parties agree to submit to the exclusive jurisdiction of the Irish courts for the resolution of disputes hereunder.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorised representatives the day and date first written above.

SIGNED for and on behalf of
NATIONAL ROADS AUTHORITY by

Name:

Title:

Date:

SIGNED for and on behalf of
[CANDIDATE EETS PROVIDER] by

Name:

Title:

Date:

SCHEDULE 1 - Technical Accreditation Procedure

[Copy of Technical Accreditation Procedure to be included]

SCHEDULE 2 – Payments

1. An Accreditation Fee of €30,000 shall be paid by the Candidate EETS Provider to the Authority no less than one week following execution of the Accreditation Agreement. No testing shall commence until such time as the Accreditation Fee has been paid. Details of how this payment shall be made shall be communicated to the Candidate EETS Provider by the Authority prior to execution of the Accreditation Agreement.
2. A Re-Test Fee of €20,000 shall be paid by the Candidate EETS Provider to the Authority prior to commencement of the Re-certification process that is set out in Paragraph 6 of Schedule 1 – Technical Accreditation Procedure.
3. The following additional payments relating to interoperability are also payable under the terms of the Interoperability Framework Agreement (IFA) and the Toll Collection Agreements (TCAs).

Payment	Payment Due To	When due	Relevant Agreement
IMSP Fees – Integration Payment	TII as IMP Procuring Authority	On signature of Deed of Adherence to IFA and subsequently when achieving transaction volume milestones during the Contract Period	Schedule 7 of IFA
IMSP Fees - Fixed Operational Payment	TII as IMP Procuring Authority	Monthly during operations	Schedule 7 of IFA
IMSP Fees – Variable Operational Payment	TII as IMP Procuring Authority	Monthly during operations	Schedule 7 of IFA
Toll fees	TII as Toll Charger	Monthly during operations against invoice from Toll Charger	EETS TCA

Schedule 3

Form of EETS TCA