
TRUSTED PARTNER AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 2021 (the "**Effective Date**")

BETWEEN

- (1) The **Sustainable Energy Authority of Ireland**, a statutory corporation registered in Ireland with company registration number 338522 and located at 3 Park Place, Hatch Street Upper, Dublin 2 ("**SEAI**") (which expression shall include where the context so admits or requires its assigns and legal successors in title under any restructuring by the Government of Ireland); and

- (2) _____, a private company limited by shares registered in Ireland with company number _____ and located at _____ ("**Trusted Partner**")

each a "Party" and together being the "Parties".

WHEREAS

- (A) SEAI maintains the national BER register. SEAI wishes to engage the Trusted Partner to undertake a trial for the Trial Period which will enable the Trusted Partner to use certain BER data to provide energy advice to homeowners in order to encourage home energy upgrades and/or retrofits in order to enable the market to achieve the government objectives of retrofitting approximately 500,000 homes to a B2 BER rating before 2030 (the "**Trial**").

- (B) As part of the Trial, SEAI is providing a data service to allow the Trusted Partner restricted access to certain BER datafiles and the DEAP methodology via an API, where the relevant property owner(s), or its agent (such as an occupier), has consented to share such BER datafiles with the Trusted Partner acting as its agent, and where such BER data files are made available to the Trusted Partner via a BER Assessor.

- (C) The Trusted Partner is an external stakeholder that has demonstrated they are eligible to meet the requirements of being a Trusted Partner, as set out in the Eligibility Criteria, in order to be provided access to the Service for the Trial Period.

- (D) The Parties wish to establish terms and conditions for legitimising sharing of Personal Data between them in a manner that ensures compliance with applicable Data Protection Laws for the purpose of creating end-to-end services to homeowners to advise and carry out home energy upgrades and/or retrofits.

- (E) This Agreement sets out those terms and conditions and governs such sharing.

NOW IT IS HEREBY AGREED by and between the Parties as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement each of the following words and expressions shall have the following meanings:

"API"	means an application programming interface, more specifically web service application programming interface;
"API Key"	means the unique trusted partner token that must be included as a parameter by the Trusted Partner when calling the service;
"Application"	means a program or piece of software designed and written to fulfil a particular purpose that will be using the data returned from the API;
"Applicable Law"	means all applicable laws, enactments, regulations, regulatory policies, guidelines, codes, regulatory permits and licences applicable under law which are in force from time to time during the term of this Agreement, including the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any regulatory authority or body (including a Regulator) to which a Party is subject from time to time;
"BER"	refers to the Building Energy Rating of a domestic property;
"BER Assessor"	means a person registered with the Sustainable Energy Authority of Ireland, for a designated class or class of buildings, for the purpose of BER assessment of such buildings;
"Breach Event"	means a material breach of any of the provisions of this Agreement by a Party, and in the case of a breach capable of remedy, where a Party fails to remedy the same within seven (7) Business Days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied. A breach of Clause 4.2.2 shall constitute a material breach;
"Business Day"	means any day other than a Saturday or Sunday or a public or bank holiday in Ireland;
"Confidential Information"	means information (however stored) relating to or connected with the business, contractual arrangements or financial or other affairs of SEAI details of which are not in the public domain including, without limitation, information concerning or relating to: <ul style="list-style-type: none"> (a) the operation of the Service and NAS; or (b) any technical processes, future projects, business development or planning, commercial relationships and negotiations.
"Controller Data Protection Particulars"	means the details set out at Schedule 1 ;
"Data Controller"	has the meaning set out in the Data Protection Laws;

"Data Processor"	has the meaning set out in the Data Protection Laws;
"Data Protection Impact Assessment"	means an assessment of the impact of the envisaged Processing operations on the protection of Personal Data, as required by the Data Protection Laws;
"Data Protection Laws"	means any law (including legislative enactment as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including the Data Protection Acts 1988 to 2018 and the GDPR, and any applicable code of practice or guidance published by the Regulator from time to time;
"Data Subject"	has the meaning set out in the Data Protection Laws;
"Data Subject Request"	means an actual or purported request or notice or complaint from (or on behalf of) a Data Subject exercising his/her rights under the Data Protection Laws;
"DEAP"	refers to the Dwelling Energy Assessment Procedure software and manual which calculates energy consumption and carbon dioxide emissions;
"Disclosure"	means the disclosure of any Personal Data from one Party to another Party;
"Eligibility Criteria"	means the criteria set out in Schedule 2 which enables an external stakeholder to be considered eligible to become a trusted partner and to be eligible to participate in the Service;
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation);
"Individual Agreement"	means an agreement between the Parties which includes a requirement to share Personal Data for the performance of either Party's obligations thereunder;
"NAS"	refers to the National Administration System hosted by SEAI that stores the BER datafiles;
"One Stop Shop"	refers to a range of support services delivered to homeowners to retrofit their homes;
"Party"	means a party to this Agreement and " Parties " shall be construed accordingly;
"Permitted Purpose"	means the Processing of Personal Data as set out in more detail in the Data Protection Particulars at Schedule 1 ;
"Personal Data"	has the meaning set out in the Data Protection Laws;

"Personal Data Breach"	has the meaning set out in the Data Protection Laws;
"Personnel"	means, in relation to a Party, all persons engaged or employed by that Party in connection with Processing of Relevant Data, including employees, consultants, contractors, sub-contractors and permitted agents from time to time;
"Process"	has the meaning set out in the Data Protection Laws and "Processes" , "Processed" and "Processing" shall be construed accordingly;
"Regulator"	means any independent public authority including any regulator or supervisory authority responsible for the monitoring and application of the Data Protection Laws, in order to protect the fundamental rights and freedoms of natural persons in relation to Processing, including the Irish Data Protection Commission;
"Service"	refers to the API that gives access to NAS datafiles and the SEAI DEAP calculation engine;
"Term"	has the meaning set out in Clause 2;
"Trial Period"	means the period commencing on the Effective Date and ending on the date being twelve months from the Effective Date.

1.2 In this Agreement, except where the context otherwise requires:

- 1.2.1 any reference to this Agreement includes the Schedules, each of which forms part of this Agreement for all purposes;
- 1.2.2 a reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced;
- 1.2.3 words in the singular shall include the plural and vice versa;
- 1.2.4 a reference to a person shall include a reference to a firm, a body corporate, an unincorporated association, a partnership or to an individual's executors or administrators;
- 1.2.5 references to writing shall include any modes of reproducing words in any legible form;
- 1.2.6 a reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation";
- 1.2.7 the contents page and headings in this Agreement are for convenience only and shall not affect its interpretation;
- 1.2.8 references to this Agreement include this Agreement as amended or supplemented in accordance with its terms from time to time;
- 1.2.9 The Schedules comprising the Agreement should be read and construed as one. In the event of any ambiguity or conflict between the Schedules comprising this Agreement (including the clauses and paragraphs), it will be resolved by the Authority in the manner which gives rise to the greatest standard of performance for the Authority or which is otherwise considered by the Authority to be most favourable to it: and

1.2.10 references in this Agreement to any agreement or other instrument (other than an enactment or statutory provision) shall be deemed to be references to that agreement or instrument as from time to time amended, varied, supplemented and/or substituted.

2. **EFFECTIVE DATE, TERM AND ELIGIBILITY**

2.1 This Agreement shall take effect on the Effective Date and shall expire on the expiry of the Trial Period, unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties in writing (the “**Term**”).

2.2 In order to participate in the Trial, the Trusted Partner must meet the Eligibility Criteria as set out in **Schedule 2** and as determined by SEAI from time to time and continue to meet the Eligibility Criteria throughout the Term.

2.3 If the Trusted Partner meets the Eligibility Criteria and is deemed eligible by SEAI to participate in the Trial, it shall be bound by the terms and conditions of usage of the Trial as set in **Schedule 3** and as same may be amended or updated from time to time on the SEAI website (the “**Terms and Conditions of Usage**”). In the event of any conflict between the terms and conditions in Schedule 3 and those on the SEAI website, the terms and conditions on the SEAI website shall prevail.

3. **DISCLOSURES OF PERSONAL DATA**

3.1 Both Parties affirm that neither Party is a Data Processor acting on the instructions of the other Party and that each process any Personal Data derived from the Service as independent data controllers and not as joint controllers within the meaning of Article 26 of the GDPR.

3.2 The Trusted Partner shall comply with its obligations under all Applicable Laws and Data Protection Laws at all times during the Term of this Agreement.

3.3 The Trusted Partner shall ensure that it Processes Personal Data fairly and lawfully in accordance with clause 3.5 of this Agreement.

3.4 The Trusted Partner shall ensure that it has legitimate grounds under Data Protection Laws for the Processing of Personal Data.

3.5 The Trusted Partner shall, in respect of Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with Data Protection Laws, of the purposes for which it will Process their Personal Data, the legal basis for such Processing and such other information as is required by Article 13 of the GDPR including the fact that the Personal Data will be transferred to SEAI and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer.

3.6 Personal Data received from the Trusted Partner will be Processed by SEAI in accordance with the provisions of Data Protection Laws.

3.7 The Parties each agree to provide such assistance as is reasonably required to enable the other Party to comply with requests from Data Subjects to exercise their rights under Data Protection Laws within the time limits imposed by the Data Protection Laws.

3.8 In the event of a dispute or claim brought by a Data Subject or a Regulator concerning the processing of Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

- 3.9 The Trusted Partner warrants and undertakes that it is entitled to provide the Personal Data to SEAL, and it will ensure that the Personal Data are accurate.
- 3.10 If, during the Term of this Agreement, Data Protection Laws change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree that they will negotiate in good faith to review the Agreement in light of the new legislation.
- 3.11 Details of the Personal Data to be shared between the Parties pursuant to this Agreement is set out at Schedule 1.

4. **WARRANTIES**

- 4.1 The warranties are as expressly set out in this Agreement and all warranties, conditions, terms, undertakings and obligations implied by statute, custom, trade usage and course of dealing are excluded to the fullest extent permitted by law.
- 4.2 Each Party hereby warrants that:
- 4.2.1 it has full power and authority to enter into this Agreement; and
 - 4.2.2 it shall not make any Disclosure other than in accordance with this Agreement and the applicable Individual Agreement.
- 4.3 The Trusted Partner hereby warrants to:
- 4.3.1 obtain and at all times, maintain during the term of this Agreement, all necessary licences and consents and comply with all Applicable Laws;
 - 4.3.2 co-operate with SEAL in all matters relating to its participation in the Trial; and
 - 4.3.3 comply with all Applicable Laws in connection with its participation in the Trial.

5. **CONFIDENTIALITY**

- 5.1 The Trusted Partner agrees not to disclose or cause to be disclosed to any person or use for any purpose any Confidential Information, other than as permitted or required for the purposes of performing its obligations under this Agreement.
- 5.2 The Trusted Partner undertakes that it shall keep confidential the terms of this Agreement.
- 5.3 Clauses 5.1 and 5.2 shall not apply to:
- 5.3.1 disclosure of any Confidential Information to employees, agents, subcontractors or advisers of the Trusted Partner whose province it is to know about the Confidential Information;
 - 5.3.2 disclosure of any Confidential Information required by law, regulation, governmental authority, or any taxation authority;
 - 5.3.3 disclosure of any Confidential Information for the purposes, and in the course, of legal proceedings;
 - 5.3.4 disclosure of any Confidential Information to any adviser for the purpose of advising the Trusted Partner; or
 - 5.3.5 any Confidential Information which comes into the public domain otherwise than by breach of this clause 5 by any of the Parties.

5.4 The provisions of this Clause 5 shall survive termination of this Agreement.

6. **TERMINATION**

6.1 SEAI shall be entitled to terminate this Agreement if the Trusted Partner does not comply with the Terms and Conditions of Usage. SEAI shall also be entitled to terminate this Agreement at any other time by giving thirty (30) day's written notice to the Trusted Partner.

6.2 Any termination of this Agreement shall be without prejudice to any other rights or remedies of a Party under this Agreement or at law and will not affect any accrued rights or liabilities of a Party at the date of termination nor shall termination affect any rights or obligations of the Parties which are to be observed or performed after such termination.

6.3 SEAI may terminate this Agreement immediately by notice in writing to the Trusted Partner in circumstances where:

- i. there is a Breach Event by the Trusted Partner;
- ii. the Trusted Partner breaches its confidentiality obligations under Clause 5; or
- iii. the Trusted Partner breaches its obligations under any Applicable Laws or the provisions of Clause 3.

7. **VARIATION AND WAIVER**

Waiver

7.1 The rights and remedies of the Parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any Party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the Parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

Variation

7.2 Save as provided for in Clause 7, no variation of this Agreement shall be valid unless it is in writing (which, for this purpose, does not include email) and signed by or on behalf of each of the Parties. The expression "variation" includes any variation, supplement, deletion or replacement however effected.

Severance

7.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain unaffected and in force.

8. **NOTICES**

8.1 Notices under this Agreement will be in writing and sent to the respective Parties at the following address or to the email address set out as follows:

Trusted Partner: [•]

Attention: [*]

Telephone: [•]

Email: [•]

SEAI: 3 Park Place, Hatch Street Upper, Dublin 2

Attention: Head of Development

Telephone: 01 808 2100

Email: nastpapi@seai.ie

8.2 Notices or other communications given pursuant to this Agreement shall be sufficiently given:

8.2.1 if delivered by hand or sent by post to the address and for the attention of the person set forth in this clause 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

8.2.2 if sent by email to the correct email address of the party to which it is being sent.

8.3 Any notice, or communication, given or sent by post under this clause, shall be sent by ordinary post and each person giving a notice or communication by email in accordance with this clause shall promptly post the original copy to the person to whom the notice or communication was given but the absence of such posting shall not affect the validity of the notice or communication.

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

Means of Dispatch	Deemed Received
Delivered by hand:	the day of delivery;
Post:	2 Business Days after posting; and
Email:	at the time of transmission

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.

8.5 A party shall notify the other of a change to its contact details for the purposes of this clause 8. Such notification shall only be effective on:

8.5.1 the date specified in the notification as the date on which the change is to take place; or

8.5.2 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.

8.6 This Clause does not apply to notice given in legal proceedings, arbitration or other dispute resolution proceedings.

9. ENTIRE AGREEMENT

9.1 This Agreement contains the entire agreement between the Parties in relation to its subject matter and supersedes any prior arrangement, understanding, written or oral agreements between the Parties in relation to such subject matter.

9.2 The Parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either Party been given, any warranty, statement, promise or

representation by the other or on its behalf other than as expressly set out in this Agreement.

- 9.3 Each Party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies, including any right to rescind this Agreement which it might otherwise have had in relation to them.

10. **FURTHER ASSURANCE**

- 10.1 Each Party undertakes to, at no cost and expense of the other Party, sign all documents and to do all other acts which may be necessary to give full effect to this Agreement.

11. **ASSIGNMENT**

No Party is entitled to assign any of its rights or obligations arising under this Agreement without the prior written consent of the other Party.

12. **FORCE MAJEURE**

- 12.1 No Party shall be liable for any failure or delay in performance of this Agreement which is caused by any event beyond the reasonable control of a Party.
- 12.2 No Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from any event beyond the reasonable control of that Party. The Party affected by such an event shall promptly notify the other Party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If such an event continues for a continuous period of more than eight (8) weeks, SEAI may terminate this Agreement by written notice to the other Party.

13. **COUNTERPARTS**

- 13.1 This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 13.2 This Agreement shall be effective between the Parties that have executed this Agreement once the relevant Party has executed at least one counterpart (notwithstanding that the other Party has not executed at least one counterpart).

14. **DISPUTE RESOLUTION**

- 14.1 Should there be any dispute between the Parties arising out of or in connection with this Agreement, the following mechanism shall apply:
- 14.1.1 in the first instance, the Parties shall submit the dispute to the nominated representative of SEAI and the Trusted Partner's nominated representative who will seek, in good faith, to amicably and promptly resolve the dispute within twenty one (21) calendar days of the dispute being referred to them;
- 14.1.2 if the dispute cannot be resolved pursuant to the mechanism set out at Clause 14.1.1 above, or if SEAI otherwise directs and, provided the dispute is a 'complaint' or an 'appeal' within the meaning of SEAI's Customer Charter and Customer Action Plan as set out on the SEAI website (which may be updated from time to time), the complaint or appeal must be submitted and dealt with in accordance with the said Customer Charter and Customer Action Plan.

- 14.2 During any dispute, it is mutually agreed between the Parties that they will continue their performance of the provisions of this Agreement.

For the avoidance of doubt, the commencement of a complaint or appeal shall not prevent either Party from commencing or continuing court proceedings and neither Party will be prevented from or delayed in seeking orders for specific performance or interlocutory or other injunctive relief on an ex parte basis or otherwise as a result of the operation of this Clause and this Clause does not apply in respect of circumstances where such remedies are sought.

15. **GOVERNING LAW AND JURISDICTION**

- 15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland. Any dispute or claim arising under or relating to this Agreement shall be subject to the exclusive jurisdiction of the Irish courts.

16. **SUPPORT**

- 16.1 SEAI will provide reasonable support to the Trusted Partner with the initial set up to the Service but will not provide a high level of technical support during the Trial Period unless there are technical issues arising from changes to the Service during the Trial Period (e.g. change to the underlying DEAP calculation engine or change to the format of the BER datafiles) in which case SEAI will provide reasonable support.
- 16.2 SEAI will endeavour to inform Trusted Partners of upcoming change to the Service with as much advance notice where reasonably possible to allow the application developers to make the appropriate changes to the applications using the Service but SEAI shall not be liable for any loss or otherwise arising as a result of any delay in providing such notice or any failure to provide such notice.
- 16.3 SEAI will not provide error handling or error messaging for malformed files or out of bound data submitted to the Service.
- 16.4 The Trusted Partner application developers must ensure data submitted to the Service is within expected parameters for DEAP4.

IN WITNESS whereof the Parties hereto have entered into this Agreement the day and year first above written:-

SIGNED for and on behalf of
SUSTAINABLE ENERGY AUTHORITY OF IRELAND
Being a duly authorised officer

Name: _____

Signature: _____

Dated: _____

SIGNED for and on behalf of
[Trusted Partner]
Being a duly authorised officer

Name: _____

Signature: _____

Dated: _____

In its capacity as Data Controller:

SIGNED for and on behalf of
[Data Controller]
Being a duly authorised officer

Name: _____

Signature: _____

Dated: _____

SCHEDULE 1

DATA PROTECTION PARTICULARS

Data to be transferred from SEAI to the Trusted Partner

<p>The subject matter and duration of the Processing</p>	<p>Subject Matter: DEAP 4 Building Energy Rating (BER) datafile</p> <p>Duration: The processing time is for the duration of the electronic transfer of the BER datafile from the SEAI Servers to the Trusted Partner application (between 1 and 3 seconds).</p> <p>Any further processing of the datafiles by the Trusted Partner will require the appropriate consent from the Data Subject. This consent must be separate from the consent for SEAI to release the datafile to the Trusted Partner.</p>
<p>The nature and purpose of the Processing</p>	<p>The nature of the processing is to transfer electronic copies of BER datafiles in JSON format to Applications of Trusted Partner.</p> <p>In addition, SEAI provide access to the SEAI DEAP calculation engine and return energy assessments of valid DEAP 4 formatted JSON files.</p> <p>The purpose of the processing is to provide near real time BER datafile to qualifying Home Upgrade service providers in the domestic retrofit market to support the government’s commitments for climate change and to advance specific tasks in the government’s Climate Action Plan (CAP):</p> <p>CAP actions:</p> <ul style="list-style-type: none"> ○ Action 45 “to maximise the potential for BER and DEC data to help households and businesses to decarbonise their building”. ○ Action 47 “to establish a One-Stop-Shop model for energy efficiency upgrades”.
<p>The type of Personal Data being Processed</p>	<ol style="list-style-type: none"> 1) MPRN 2) Technical building <ol style="list-style-type: none"> a. Structural details, b. Ventilation details, c. Roof Types, d. Wall Types, e. Door Types, f. Windows, g. Water heating, h. Space heating, i. Lighting, j. Energy efficiency details <p>The property address, client details, and BER Assessor details will not be returned to the Trusted Partner.</p>
<p>The categories of Data Subjects</p>	<p>Homeowner / Occupiers</p>

Data to be transferred from Trusted Partner to SEAI

<p>The subject matter and duration of the Processing</p>	<p>Subject Matter: MPRN and evidence of consent (e.g. Utility Bill with the MPRN listed, a consent declaration form)</p> <p>Duration: The MPRN and evidence of consent shall be retained by SEAI for the duration of the Trial Period.</p>
<p>The nature and purpose of the Processing</p>	<p>The nature of the processing is to transfer the MPRN and evidence of consent to SEAI.</p> <p>The purpose of the processing is to provide the identifier of the BER datafile to be returned and evidence of consent for SEAI consent management process.</p>
<p>The type of Personal Data being Processed</p>	<ol style="list-style-type: none"> 1. MPRN 2. Evidence of Consent <ul style="list-style-type: none"> • Declaration of consent • Utility bills • Other (to be agreed with Trusted Partner) 3. BER Assessor details
<p>The categories of Data Subjects</p>	<p>Homeowner / Occupiers</p> <p>BER Assessors</p>

SCHEDULE 2

ELIGIBILITY CRITERIA FOR TRUSTED PARTNERS

This Trial is open to any entities or partnerships that can demonstrate compliance with the following criteria:

1. The Trusted Partner will use the Service to help develop the One-Stop-Shop service delivery model in the domestic retrofit market to reduce the burden for homeowners to project manage improvements in their home energy performance.
 1. The Trusted Partners shall outline their business use and application, which clearly describes the current level of engagement with homeowners and their planned development over the Agreement timeframe:
 2. Trusted Partners need to demonstrate at a minimum their involvement in Stages 1 and 2 of the home upgrade customer journey as outlined below, and to describe any involvement in Stages 3, 4 and 5, if applicable.

Stage 1 - Engagement: capturing consumer attention, promoting the retrofit concept, and presenting a route to engagement.

Stage 2 - Assessments and quotations: providing tailored consumer advice using the Service and organising quotes for recommended works.

Stage 3 - Sourcing Finance: provide access to or information on low cost finance.

Stage 4 - Installation: project managing the works, including scheduling contractors to do works, managing the installation process, quality assuring the works and assisting with SEAI grant management process.

Stage 5 - Completion: project sign off, arranging contractor invoicing and payment, drawing down any grants or other incentives, and providing project documentation.
2. The Trusted Partner acknowledges its new responsibility under the GDPR as data controller of received data.
 1. SEAI relies on consent management as the legal basis for release of data.
 2. The Trusted Party shall accept the validation process(es) that SEAI implements as its ongoing responsibility in this respect.
 3. The Trusted Partner shall demonstrate their status as a data controller for the relevant data.
 4. The Trusted Partner shall confirm in writing that they have conducted a Data Protection Impact Assessment for the processing of the relevant data.
 5. The Trusted Partner shall demonstrate that they have the appropriate privacy notices in place that detail how the data will be processed.
3. The Trusted Partner is required to have a consent management process to collect and verify consent at point of capture before sending the request for a datafile to the Service.
 1. The Trusted Partner shall demonstrate how they will capture consent from the owner of the dwelling and/or its agent in compliance with [GDPR Article 6\(1\)](#) and Regulation 27(4)(c) of SI 243/2012 European Union (Energy Performance of Buildings Regulations 2012).
 2. The Trusted Partner shall demonstrate that they have the appropriate wording at point of capture for both the SEAI consent and the Trusted Partner consent to

further process the relevant data, and for the Trusted Partner to act as agent for the owner of the dwelling.

3. The Trusted Partner shall demonstrate how they will respond to requests from SEAI for evidence of valid consent.
 4. The Trusted Party shall upload evidence of ownership and/or occupancy when submitting a request to the Service (e.g. utility bill with MPRN, details of the relevant BER Assessor involved in the request, and, where relevant, confirmation that the agent of the homeowner (such as an occupier) has (i) the homeowner's consent to act on its behalf and (ii) authority to appoint the Trusted Partner as agent of the homeowner).
 5. The Trusted Partner shall agree the format of the uploaded file prior to acceptance to the trial.
 6. The uploaded file must contain a clearly printed MPRN that is legible to an Optical Character Recognition ("OCR") engine. The Service will not return a BER datafile if the MPRN in the uploaded file does not match the MPRN in the service request.
 7. It is the responsibility of the Trusted Partner to ensure that they are requesting and capturing the appropriate evidence.
 8. SEAI will retain the uploaded files on their internal secure SharePoint site for the duration of the Trial and audit the files as part of their consent management process.
 9. If the evidence is deemed insufficient by SEAI, the Service for that Trusted Partner may be temporarily disabled until the issue can be resolved. SEAI will not be held accountable for any loss of business incurred by the Trusted Partner in such scenarios.
4. A BER Assessor will be involved in the design of the platform designed for the request to the Service to ensure that:
1. The application utilises the data output from the Service in a way that aligns to DEAP 4 methodology (e.g. any advice on energy upgrades should be closely aligned to advice from the SEAI DEAP Advisory Report);
 2. The application has validation rules that conform to the DEAP 4 data element upper and lower boundary tolerance; and
 3. The application submits correctly formatted DEAP files to the Service.
5. A BER Assessor will also be involved in the provision of the data output from the Service to the Trusted Partner, following each successful request to the Service, in line with the requirements of Regulation 27(4)(c) of SI 243/2012 European Union (Energy Performance of Buildings Regulations 2012).
6. In respect of each request to the Service, the Trusted Partner shall provide to SEAI full details of the relevant BER Assessor involved (including but not limited to the BER Assessor's name and registration number and any other details as may be requested by SEAI from time to time).
7. In the event that the BER Assessor notified to SEAI as involved in a request to the Service ceases to be so involved, for whatever reason, the Trusted Partner shall immediately inform SEAI and ensure that a new BER Assessor is immediately appointed for the purposes of the request. The Trusted Partner shall provide the new BER Assessor details to SEAI as soon as possible thereafter and in any event within five (5) business days of the said appointment.

SCHEDULE 3
TERMS AND CONDITIONS OF USAGE

1. These Terms and Conditions govern the relationship between Sustainable Energy Authority of Ireland ("SEAI", "we", "us" or "our") and any person registered in its own name or in the name and on behalf of another entity ("you" or "your").
2. Your access and use of the National Administration System hosted by SEAI (that stores the BER datafiles) ("NAS") Application Programming Interface ("API") to transfer or exchange data (the "Service"), provided by us, as well as data transmitted over such API web services ("Data") are governed by these Terms and Conditions. You represent that you have full authority to accept, and agree to be bound by, these Terms and Conditions, either in your own name or if you are accepting on behalf of another entity, you are binding said entity.
3. By accepting these Terms and Conditions, we grant you access to the NAS API and to other APIs for which you have been invited to use through existing partnerships or agreements. In order to be granted access to the NAS API you must have entered into a trusted partner agreement in the form specified by SEAI ("**Trusted Partner Agreement**").
4. In order to gain access to and use the NAS API, you agree to provide all of the required information, including but not limited to:
 - Organisation Name of the Trusted Partner and partners
 - First and Last Name of the nominated contacts of the Trusted Partner and relevant partners
 - Email of the nominated contact of the Trusted Partner and partners
 - Mobile telephone number or telephone number of the nominated contact of the Trusted Partner
5. In order to request a subscription to an API, you agree to provide all of the required information pertaining to the Application that will calling the service:
 - Application Name
 - Description of Application and Use
 - By making a request to subscribe to an API, you attest that you are the owner of the Application or have access and authority to use that Application for the purpose of consuming APIs.
6. You confirm that any information you provide to us is true, accurate, and complete to the best of your knowledge.
7. You understand and accept that you are responsible for your access information (i.e. API Key). You agree to keep this confidential at all times and not to share it with or disclose it to others.
8. If your API Key is revealed or if you suspect that someone else has learned or obtained it, you are responsible for taking all necessary measures to ensure compliance with the Terms and Conditions and requesting a new API Key from SEAI.
9. You agree not to use the Service and Data in a manner that will have the potential to disrupt, undermine, corrupt, diminish or otherwise threaten or jeopardize the reputation of SEAI.
10. You agree not to use the Service and Data:
 - In a way that could or does negatively impact the performance of the system or network for us or other users (for example, bulk calls to the Service);

- Download or transit any viruses, Trojan horses or any other programs that are designed to, or reasonably could be expected to, interfere or damage the Service and Data; and
 - For any commercial purposes other than as set out in these Terms and Conditions.
11. The SEAI project team will monitor access to the Service to ensure it is being used responsibly and in accordance with these Terms and Conditions. You understand and accept that we can suspend or revoke your access to the Service without notice under the following circumstances:
- we suspect unauthorized use of your API Key;
 - you fail to comply with any of the Terms and Conditions of use of this Service or any associated agreements in place with SEAI related to this Service;
 - as a security measure
 - for operational reasons; or
 - for administrative reasons.

Access to the Service

12. SEAI will provide access to the Service. However, SEAI also reserve the right, without notice or compensation, to temporarily or permanently suspend or close the Service for maintenance operations or otherwise. SEAI cannot and will not be held responsible for any suspension of the Service or permanent closure.
13. SEAI is not responsible for the failure of, or any loss or damage as a result of the failure of,:
- the availability or unavailability, for any reason, of the Internet, login services or other infrastructure systems; and/or
 - any restriction, delay, malfunction, or unavailability of the Service due to unforeseen circumstances.

Application Process

14. Requests to the Service will require the use of an API key. Your API Key will be assigned by SEAI upon signing a Trusted Partner Agreement and you demonstrating readiness to utilise the Service to SEAI's satisfaction.
15. SEAI will review API Key requests to ensure that you have agreed to the Terms and Conditions of the Service prior to issuing an API Key.
16. Access privileges to Service and Data are granted at the sole discretion of SEAI and it reserves the right, at SEAI's sole discretion, to restrict or terminate access at any time.

Policies and Requirements Regarding Use of the Service

18. The usage of the Service may be limited by SEAI and will be monitored. If you plan to make use of the API beyond the definition of your Application description, you must notify SEAI prior to such use and seek SEAI's consent for such use.
19. We reserve the right to track and publish statistics on usage per API.
20. We do not endorse or recommend for public use any specific Application developed for the use of its APIs, and any statements implying or claiming that we have made such an endorsement are strictly prohibited.
21. Any practice whereby information that is intended to be transmitted directly between you and SEAI, edited, redacted or otherwise processed by the Application, such that the content or meaning of the information or data is altered, must be disclosed to the user in a clear and conspicuous manner.
22. You are prohibited from sharing, distributing, or disclosing (intentionally or unintentionally) any API Keys to any other individual or entity, and any such sharing, distribution or disclosure constitutes a violation of these Terms and Conditions.

23. You agree to comply with, and use all means available to assist us in complying with all laws applicable to the Service and Data.
24. Any activity that exceeds your authorized access privileges to the Service and Data is strictly prohibited.

Consequences of Violating the Terms and Conditions

24. You have a continuing obligation to comply with the Terms and Conditions. If you violate any of the Terms and Conditions, we may, in our sole and absolute discretion, in addition to any available remedies we have at law, immediately invalidate your API Key(s), terminate your access to and privileges to use the Service and Data.

Exclusion of Warranties

25. We do not guarantee the accuracy, completeness or availability of the Service and Data. You understand and agree that you are accessing and using the Service and Data at your sole risk and discretion. The Service and Data are made available on an "as is" and "as available" basis without any representations or warranties of any kind, whether expressed or implied, including without limitation implied warranties or warranties regarding fitness of use or purpose. You agree that we shall not be held liable for any error, inaccuracy, or unavailability, or other defect in the Service and Data. Any errors, inaccuracies or unavailability or other defect in the Service and Data must be reported to SEAI for investigation.

Limitation of Liability and Indemnity

26. You agree that, to the extent permitted by applicable law, in no event shall we, nor our employees or agents, be liable for any direct, indirect, incidental, consequential or special damages (including without limitation, loss of use, time or data, inconvenience, commercial loss, lost profits or savings, cost of computer equipment and software, or solicitor fees) that you incur in relation to your accessing or use of the Service and Data, or for any of your obligations, to the full extent that such may be disclaimed by law, or for any claim against you by any third party. In no event shall we be liable for any claim, including claims by third parties, for loss or damages arising from your use of the Service and Data.
27. You shall indemnify and keep us and our employees and agents harmless from and against any and all claims, losses, damages, costs, expenditures, actions, injuries or liabilities of any kind, nature and description (including, without limitation, incidental and consequential and special damages, court costs, legal fees and costs of investigation), that arise directly or indirectly, in whole or in part, from your use of the Service and Data.

General Provisions

28. We retain the right to modify these Terms and Conditions at any time in our sole and absolute discretion, by posting modified Terms and Conditions on the SEAI website. Any such modification is effective upon posting, unless otherwise indicated. We will attempt to provide notice to you of any such changes at the current email address provided by you at time of your subscription request. For this reason, you are required to provide current contact information to SEAI and to update said information should it change. You agree that by continuing to access and use the Service and Data that you are bound by any modified Terms and Conditions that are posted after the effective date of the new Terms and Conditions.
29. These Terms and Conditions shall be governed by and interpreted under the laws of Ireland. Any dispute arising out of these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Ireland.
30. No modifications of these Terms and Conditions, other than as described in paragraph 28 above nor any waiver of any rights, shall be effective except by an instrument in writing signed by you and us, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder for any subsequent breach or default.
31. These Terms and Conditions, in conjunction with the Trusted Partner Agreement, contain the entire agreement and understanding between you and us with respect to

the subject matter hereof and completely replace and supersede all prior agreements, understanding and representations.

32. If any provision of these Terms and Conditions is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions hereof, and the remaining provisions will nevertheless remain in full force and effect.
33. You agree that, if we do not exercise or enforce any legal right or remedy contained in these Terms and Conditions (or that we have the benefit of under any applicable law), this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us. Any waiver of any provision of these Terms and Conditions will be effective only if we expressly waive compliance with a provision in writing.

Trademark Notice

34. The official symbols of SEAI may not be reproduced, whether for commercial or non-commercial purposes, without the prior written authorization of SEAI.

Data protection

35. We are committed to providing measures that respect and value your privacy and security. This section summarizes the privacy policy and practices that apply to your Trusted Partner credentials.
36. We collect the following personal data from you when you subscribe to the Service: name, email, organisation. The purpose for collecting and using details such as name and email is to issue, manage and validate credentials of individuals accessing and/or communicating with our systems and applications, in order to provide the Service.
37. Should you refuse to provide the necessary personal data to subscribe to the NAS API Service, you will not be able to use the Service and Data.