

**EIGHTH SCHEDULE  
LICENSOR EIRCODE PRODUCTS LICENCE  
AGREEMENT**

**THIS AGREEMENT** is made the [ ] day of [ ] 20[ ][ ]

**BETWEEN**

**CAPITA BUSINESS SUPPORT SERVICES IRELAND LIMITED** whose registered office is at 2 Grand Canal Square, Grand Canal Harbour, Dublin 2 (the "**Licensor**" or "**Capita**").

[ ] whose registered office is at [ ]  
[ ]  
(the "**Licensee**").

**WHEREAS:**

- A. Capita has developed products known as the EIRCODE Products (as defined below) which contain Capita Data and Irish State Bodies Data;
- B. The Capita Data in the EIRCODE Products constitutes the intellectual creation of Capita and the Irish State Data in the EIRCODE Products constitutes the intellectual creation of the Irish State Bodies and are therefore protected under the Database Directive;
- C. Capita has been granted a licence to exploit the Irish State Bodies Data in relation to the development, maintenance and commercialisation of the EIRCODE Products; and
- D. The Licensor is empowered and has agreed to licence the Licensee with the EIRCODE Products and their associated Documentation for use by such Licensee in the Territory on the terms and conditions hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH** that, in consideration of the mutual covenants provided for, the parties hereto respectively covenant with each other as follows:-

**1 Interpretation**

**1.1 Definitions**

In this Agreement unless the context otherwise requires:

**"Capita Data"** means all data contained in the EIRCODE Products other than Irish State Bodies Data.

**"Capita Policies"** means Capita's Code of Practice as well as Acceptable Use Policy annexed thereto (as may be amended from time to time) which is accessible from the website indicated in the Sixth Schedule hereto.

**"Designated Equipment"** means the equipment identified in Part 1 of the First Schedule hereto.

**"Documentation"** means the technical manuals, user guides and other information (identified by title and reference number in Part 3 of the First Schedule hereto) which is being made available by the Licensor to the Licensee in either printed or machine readable form;

**"ECAD"** means all or those parts of the EIRCODE Address Database as specified as comprising the "ECAD" which is accessible from the website indicated in Part 2 of the First Schedule hereto;

**"ECAF"** means all or those parts of the EIRCODE Address File as specified as comprising the "ECAF" which is accessible from the website indicated in Part 2 of the First Schedule hereto;

**"EP"** or **"EIRCODE Products"** means the EIRCODE address databases developed by Capita comprising of the ECAD and/or for the ECAF;

**"GeoDirectory"** means a database which contains all known postal addresses and geocodes in the Republic of Ireland, and which is formatted and stored according to an approved standard agreed by the Irish State Bodies. Each postal address on the database contains a unique Irish national grid reference in the form of "X" and "Y" co-ordinates approved by the Irish State Bodies. The GeoDirectory constitutes a collection of independent data and other materials which is arranged in a systematic or methodical way, which is individually accessible by electronic or other means, and the selection or arrangements of its contents constitutes the intellectual creation of the Irish State Bodies and is therefore protected by copyright pursuant to the provisions of the Database Directive. There has been and will continue to be both qualitatively and quantitatively a substantial investment by the Irish State Bodies in obtaining, verifying and presenting the contents of the "GeoDirectory" such that it qualifies for the Sui Generis Rights provided for in the Database Directive;

**"Irish State Bodies"** means An Post, Ordnance Survey Ireland and An Post GeoDirectory Limited;

**"Irish State Bodies Data"** means (1) such content of the Documentation as appropriate to the Irish State Bodies, (2) the GeoDirectory and (3) the specific data and information contained within the GeoDirectory which is contained within the EIRCODE Products;

**"New Release"** means any improved, modified, updated or corrected version of the EIRCODE Products from time to time issued by Licensor as set out in the Second Schedule hereto;

**"Number of Users"** shall mean the number of Users specified in Part 1 of the First Schedule hereto;

**"Security Policy"** means the policy contained in the Fourth Schedule hereto (as may be amended from time to time);

**"Territory"** shall mean any country which is a member of the Organisation for Economic Co-operation and Development (OECD);

**"Use"** shall mean the right of the Licensee for its own internal business purposes only, and not for the benefit of any other party, to:-

- Copy or transmit the EP and (where in machine readable form) any Documentation on to the Designated Equipment;

- Permit the Number of Users to access the EP on the Designated Equipment and to query, display and manipulate the data contained therein;
- Produce hard copy printed output of data from the EP for reports and notes which are to be used only for reference purposes in connection with its own internal business, and which may not be published or supplied to any third party;
- Combine data from the EP with other data held by the Licensee; and
- Make one back up copy of the EP;

“**Users**” shall mean the number of work stations or terminals within the Licensee’s organisation and specified in the First Schedule which has access to any part of the EP either directly or indirectly.

## **2. Grant of licence**

2.1 In consideration of the further covenants herein undertaken by the Licensee, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable limited licence to Use such of the EP as the reseller provides to the Licensee in the Territory.

## **3. Property and confidentiality in the EP**

3.1 The EP and the Documentation contain confidential information of the Licensor, the Irish State Bodies and third parties, and all copyright, trademarks and other intellectual property rights including all rights provided for by the Database Directive in the EP and the Documentation are, and shall remain, the exclusive property of the Licensor, the Irish State Bodies and third parties.

3.2 Nothing in this Agreement shall confer any rights in any trademark of Licensor or the Irish State Bodies on the Licensee. The provisions of this clause shall continue to operate after the termination of this Agreement.

3.3 Save as otherwise expressly set out herein or as otherwise expressly permitted by law, the Licensee shall not,

3.3.1 Make any temporary or permanent reproduction by any means and in any form, in whole or in part, of the EP or the Documentation;

3.3.2 Make any translation, adaptation, arrangement and any other alteration of the EP or the Documentation;

3.3.3 Make any form of distribution to the public of the EP or the Documentation, in whole or in part, or of copies thereof;

3.3.4 Make any communication, display or performance to the public of the EP or the Documentation;

3.3.5 Make any reproduction, distribution, communication, display or performance to the public of the results of the acts referred to in 3.3.2;

3.3.6 Make any extraction (i.e. the permanent or temporary transfer of all or any of the content of the EP to another medium by any means or in any form) or reutilisation (i.e. any form of making available to the public all or any of the

content of the EP by the distribution of copies, by renting, by on-line or other forms of transmission) of the EP or any part thereof or of the Documentation;

- 3.3.7 Disseminate, sell, give away, hire, lease, offer or expose for sale, distribute or disseminate the data comprised in the EP or any sub-set of data comprised in the EP, or another product wholly or partially derived from any of the foregoing;
- 3.3.8 Copy, adapt or reverse compile the whole or any part of the EP or the Documentation;
- 3.3.9 Assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the EP or the Documentation or Use the EP or the Documentation on behalf of any third party, or make available the same to any third party without the prior written consent of the Licensor; and/or
- 3.3.10 Remove or alter any copyright or other proprietary notice from the EP or the Documentation.

3.4 The Licensee shall:-

- 3.4.1 Keep confidential the EP and the Documentation and limit access to the same to those of its employees, agents and sub-contractors who either have a need to know or who are engaged in the Use of the EP, including where appropriate the Documentation;
- 3.4.2 Reproduce in any copy (whether in machine readable or human readable form) of the EP the copyright and trade mark notices of the Licensor and/or the Irish State Bodies;
- 3.4.3 Not by itself or with others participate in any illegal, deceptive, misleading or unethical practices including, but not limited to, disparagement of the EP or the Licensor or the Irish State Bodies or other practices which may be detrimental to the EP, the Licensor or the Irish State Bodies;
- 3.4.4 Notify the Licensor immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the EP or the Documentation by any third party;
- 3.4.5 Without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the confidential information and intellectual property rights of the Licensor and the Irish State Bodies in the EP or the Documentation including but not limited to complying with the Security Policy;
- 3.4.6 Grant the Licensor, An Post GeoDirectory Limited (“**APG**”) or their agents reasonable access during normal business hours to its premises and to those of its accounts and records relevant to this Agreement for the purpose of monitoring the Licensee’s performance of its obligations under this Agreement and shall produce such information and data relevant to this Agreement whenever reasonably required to do so by the Licensor and/or APG. In the event that such a review reveals that the Licensee is not in compliance with its obligations under this Agreement, the Licensor and/or APG shall have the right to conduct a further review, such review being at the expense of the Licensee

or alternatively, in its sole discretion, the Licensor may forthwith terminate this Agreement. The Licensee shall retain all such records for a period of not less than six (6) years (or such other periods as may be required by law or by statute) after the expiration or termination of this Agreement;

3.4.7 Comply with the requirements of all data protection legislation as well as any legislation or regulation which are applicable or relevant to its use of the EP and shall ensure its use of the EP complies with such legislation or regulation; and

3.4.8 Comply with the Capita Policies.

3.5 The Licensor will indemnify and hold harmless the Licensee against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of the EP or the Documentation by the Licensee infringes the patent, copyright, registered design, trade mark or other intellectual property rights of said third party (an "**Intellectual Property Infringement**") provided that the Licensee:-

3.5.1 Gives notice to the Licensor of any Intellectual Property Infringement forthwith on becoming aware of the same;

3.5.2 Gives the Licensor the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement, and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of the Licensor; and

3.5.3 Acts in accordance with the reasonable instructions of the Licensor and gives to the Licensor such assistance as it shall reasonably require in respect of the conduct of the said defence, including without prejudice to the generality of the foregoing the filing of all pleadings and other court process, and the provision of all relevant documents.

3.6 The Licensor shall have no liability to the Licensee in respect of an Intellectual Property Infringement if the same results from:

3.6.1 any use of the EP or the Documentation by the Licensee other than in accordance with the terms of this Agreement;

3.6.2 the use of the EP for a purpose for which it was not designed;

3.6.3 the failure by the Licensee to implement recommendations in respect of or solutions to faults previously advised by the Licensor;

3.6.4 the Licensee's failure to install and use (in substitution for the previous release) any New Release of the EP within fifteen (15) days of receipt of the same;

3.6.5 any breach of the Licensee's obligations under this Agreement

3.6.6 any alteration, modification, adjustment or enhancement made by the Licensee to the EP and the Documentation;

3.6.7 any combination, connection, operation or use of the EP and/or the Documentation with any other equipment, software or documentation.

3.7 In the event of an Intellectual Property Infringement, the Licensor shall be entitled at its own expense and option either to:-

3.7.1 Procure the right for the Licensee to continue using the EP and/or the Documentation;

3.7.2 Make such alterations, modifications or adjustments to the EP and/or the Documentation so that they become non-infringing without incurring a material diminution in performance or function; or

3.7.3 Replace the EP and/or the Documentation with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.

3.8 If the Licensor in its reasonable judgment is not able to exercise any of the options set out at clauses 3.7.1, 3.7.2 or 3.7.3 above within thirty (30) days of the date it received notice of the Intellectual Property Infringement at a cost and on such conditions as Licensor (acting in its sole discretion) considers reasonable, the Licensor's sole liability to the Licensee shall be to refund to the Licensee an amount equal to the fees paid by the Licensee to the reseller in the immediately preceding period of 12 months in respect of New Releases.

#### **4 Warranty**

4.1 Subject to the exceptions set out in clause 4.4 below and the limitation of liability in clauses 3.8 and 6 the Licensor warrants that:

4.1.1 it has the right power and authority to license the EP upon the terms and conditions of this Agreement;

4.1.2 the media upon which the EP and the Documentation are supplied to the Licensee will be free from defects in materials, design and workmanship;

4.1.3 the EP will conform with the technical specifications contained in the Documentation.

4.2 The Licensee shall give notice to the Licensor, as soon as it is reasonably able, upon becoming aware of any breach of warranty.

4.3 Subject to clause 4.4 below, the Licensor shall remedy any breach of the warranties set out in clauses 4.1.2 or 4.1.3 above shall by the provision, free of charge, of a replacement copy of the EP.

4.4 The Licensor shall have no liability to remedy a breach of warranty where such breach arises as a result of any of the following circumstances:

4.4.1 the improper use, operation or neglect of the EP;

- 4.4.2 the modification of the EP or its merger (in whole or in part) with any software or data;
  - 4.4.3 the use of the EP other than on the Designated Equipment;
  - 4.4.4 the failure by the Licensee to implement recommendations in respect of or solutions to faults previously advised by the Licensor;
  - 4.4.5 any breach by the Licensee of any of its obligations under any maintenance agreement in respect of the Designated Equipment;
  - 4.4.6 the Licensee's failure to install and use (in substitution for the previous release) any New Release of the EP within thirty (30) days of receipt of the same; or
  - 4.4.7 the use of the EP for a purpose for which it was not designed.
- 4.5 Without prejudice to the foregoing, the Licensor does not warrant that the Use of the EP and/or the Documentation will meet the Licensee's requirements, or that the operation of the EP and (including where in machine readable form the Documentation) will be uninterrupted or error free.
- 4.6 The Licensor does not warrant the accuracy or completeness of the data contained in the EP.
- 4.7 Subject to the foregoing all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the EP and the Documentation are hereby excluded to the greatest extent permissible by applicable law.

## **5. Limitation of liability**

The Licensor shall not be liable to the Licensee for any direct, indirect, special or consequential loss or damage or loss of data, income, profit or opportunity or loss of or damage to property or any claims of third parties, even if the Licensor has/have been advised of the possibility of such loss or damage, or such loss or damage was reasonably foreseeable. Nothing in this Agreement excludes or limits the Licensor's liability for any matter in respect of which it would be unlawful to do so under the applicable law.

## **6. Indemnities**

- 6.1 The Licensee shall indemnify the Licensor, and keep the Licensor fully and effectively indemnified on demand from and against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Licensor may sustain or incur, or which may be brought or established against the Licensor by any person, which in any case arise out of or in relation to, or by reason of:-
- 6.1.1 any breach by the Licensee of its obligations under this Agreement;
  - 6.1.2 any unauthorised action or omission of the Licensee or its employees or staff;
  - 6.1.3 any alteration, modification, adjustment or enhancement made by the Licensee to the EP and the Documentation; or

- 6.1.4 any combination, connection, operation or use of the EP and/or the Documentation with any other equipment, software or documentation not supplied by the Licensor.

## **7. Licensee Registration**

- 7.1 The Licensee shall complete the EP Licensee Registration Form as set out in the Fifth Schedule hereto and return it to the reseller.
- 7.2 The Licensee undertakes to inform the Licensor immediately of any changes in circumstances (including changes in the Number of Users) that require the EP Licensee Registration Form to be up-dated.

## **8. Termination**

- 8.1 This Agreement shall automatically terminate without further liability to the Licensor if:
  - 8.1.1 if the Irish State Bodies cease to make the Irish State Bodies Data available to the Licensor (for whatever reason); or
  - 8.1.2 the Licensor's Agreement with the reseller expires or is terminated; or
  - 8.1.3 the Irish Government requires the Licensor to terminate this Agreement; or
  - 8.1.4 the Licensor's agreement with the Irish Government terminates for any reason or expires.
- 8.2 This Agreement may be terminated:
  - 8.2.1 forthwith by the Licensor if the Licensee fails to pay any sum due hereunder within fifteen (15) days of the due date therefor;
  - 8.2.2 forthwith by either party if the other party commits any material breach of any term of this Agreement (other than one falling within 8.2.2 above) and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request to remedy the same;
  - 8.2.3 forthwith by the Licensor if the Licensee enters into liquidation, whether compulsory or voluntary (except for the purposes of a reconstruction or amalgamation with the prior written agreement of the Licensor);
  - 8.2.4 forthwith by the Licensor if an encumbrancer takes possession of, or a receiver or examiner (or an administrator as appropriate) is appointed over any of the property or assets of the Licensee or if any similar action in consequence of debt is taken against or suffered by the Licensee;
  - 8.2.5 forthwith by the Licensor if the Licensee is unable to pay its debts within the meaning of Section 570 of the Companies Act 2014 (as amended from time to time or any equivalent provision in any legislation with repeals and replaces the said Act);



- 8.2.6 forthwith by the Licensor if any event analogous to any of the foregoing in any jurisdiction occurs to the Licensee;
  - 8.2.7 forthwith by the Licensor if the Licensee breaches applicable data protection legislation;
  - 8.2.8 forthwith by the Licensor if the Licensee breaches the Capita Policies and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request to remedy the same;
  - 8.2.9 forthwith by the Licensor if, following a review under clause 3.4.6, it is discovered that the Licensee is in breach of its obligations under this Agreement; and
  - 8.2.10 forthwith by the Licensor if the Licensee brings the Licensor into disrepute or discloses any confidential information relating to the EP and/or the Documentation or to the business of the Licensor.
- 8.3 Within fifteen (15) days of the termination of this Agreement, (howsoever and by whomsoever occasioned), the Licensee shall at its own expense and at the Licensor's sole option either return all copies of the EP and the Documentation and all supporting documentation in its possession or control, or, shall destroy all copies of the EP and the Documentation and all supporting documentation in its possession or control and a duly authorised officer of the Licensee shall certify in writing to the Licensor that the Licensee has complied with its obligation as aforesaid.

## **9 Waiver**

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

## **10. Third Party Beneficiary**

The Licensee acknowledges and agrees that the benefit of certain of the provisions of this Agreement are expressed to be not only for Capita but also for the Irish State Bodies solely in relation to the Irish State Bodies Data (the "**Relevant Provisions**"). The Licensee further acknowledges that the Irish State Bodies shall be entitled in its own right to require of the Licensee the due performance of each such provision as aforesaid, and to this end that Capita is entering into this Agreement not only in its own right, but also as trustee and agent for the Irish State Bodies in respect of the Relevant Provisions.

## **11. Notices**

Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by post or by facsimile transmission, (such facsimile transmission notice to be confirmed by letter posted within twelve (12) hours), to the address or to the facsimile number of the other party set out in this Agreement, (or such other address or numbers as may have been notified), and any such notice or other document shall be deemed to have been served, (if delivered), at the time of delivery, (if sent by post), upon the expiration of forty-eight (48) hours after

posting and (if sent by facsimile transmission), upon the expiration of twelve (12) hours after dispatch.

Notices to Licensor: Alan Dignam, Commercial Manager

Address: Block C, Maynooth Business Campus, Maynooth, Co. Kildare, W23 F854

Facsimile Number: +353 1 6548801

Notices to Licensee: [ ]

Address: [ ]

Facsimile Number: [ ]

## **12. Invalidity and Severability**

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

## **13. Entire Agreement**

The Licensor shall not be liable to the Licensee for loss arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of execution of this Agreement other than those representations, agreements, statements or undertakings confirmed by a duly authorised representative of the Licensor in writing, or expressly incorporated or referred to in this Agreement.

## **14. Successors**

This Agreement shall be binding upon and enure for the benefit of the successors in title of the parties hereto.

## **15. Assignment and Sub-Licensing**

15.1 The Licensee shall not be entitled to assign or otherwise transfer this Agreement nor any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the EP without the prior written consent of the Licensor.

15.2 The Licensor shall be entitled to assign or transfer this Agreement or any of its rights or obligations hereunder upon the giving of one month's prior written notice to the Licensee.

## **16. VAT**

Save insofar as otherwise expressly provided, all amounts stated in this Agreement are expressed exclusive of value added tax and any value added tax arising in respect of any supply made hereunder shall on the issue of a valid tax invoice in respect of the same be paid to the party making such supply by the party to whom it is made in addition to any other consideration payable therefor.

## **17. Headings**

Headings to clauses in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

## **18. Law**

This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereto agree to submit to the non-exclusive jurisdiction of the courts of Ireland.

## **19. Commencement and Duration of Agreement**

This Agreement shall commence on the date hereof ("**Commencement Date**"), and shall continue for an initial fixed period of one (1) year unless terminated earlier by either party giving to the other not less than thirty (30) days prior written notice expiring no later than the last day of the said initial fixed period, or unless terminated in accordance with Clause 8.

## **20. Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorisation representatives). However, the parties agree to amend and vary this Agreement as required by law or whenever directed to do so by the Irish Government.

## **21. Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.

## **22. Dispute Resolution**

22.1 Both Parties to this Agreement shall seek to resolve any dispute between them arising out of or relating to this Agreement, promptly, amicably and in good faith.

22.2 The parties agree that in the event that a dispute is not resolved pursuant to clause 22.1 within a period of five (5) Business Days of the date of such dispute, the dispute may be resolved by reference to the Licensor's Representative and to the Licensee's Representative:

Licensor's Representative: Name: Alan Dignam Postal Address: Block C, Maynooth Business Campus, Maynooth, Co. Kildare, W23 F854, Ireland	Licensee's Representative: Name: Postal Address:
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22.3 Proposals and information exchanged during informal dispute resolution proceedings will be privileged, confidential and without prejudice to a Party's legal position in any formal proceedings.

22.4 If any dispute arises in connection with this Agreement, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. The mediation will take place in Dublin, Ireland.

### **FIRST SCHEDULE**

#### **EP FORMAT STORAGE MEDIUM**

<b>Part 1 1.</b>	<b>DESIGNATED EQUIPMENT</b>	<b>NUMBER OF USERS</b>
2.	As specified in the Data Order Form	As specified in the Data Order Form

<b>Part 2 3.</b>	<b>EP</b>	<b>FORMAT</b>	<b>STORAGE</b>
	<b>MEDIUM</b>		
	ECAD	See website <a href="http://www.eircode.ie">www.eircode.ie</a>	
	ECAF	See website <a href="http://www.eircode.ie">www.eircode.ie</a>	

### **Part 3 Documentation**

Current technical manuals, user guides or other information by title and reference number being made available by the Licensor:

**SECOND SCHEDULE  
NEW RELEASES FREQUENCY**

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**THIRD SCHEDULE  
FEES**

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## **FOURTH SCHEDULE SECURITY POLICY**

### **1.0 Introduction**

The purpose of this security policy document is to ensure that the EP is protected and managed under the best current security practices. The policy applies to the EP, or any segment of the EP, whether in its original form or included/embedded in a product, system, printout or any other media.

To aid you in assessing your security in relation to the EP a self check questionnaire accompanies this document. When you have completed please return and the Licensor will then report back how you scored and highlight to you areas where action is required.

### **2.0 EP Security and the Organisation** *2.1 Risk assessment*

On-going risk assessment is considered to be a basic EP security requirement. As such it is expected that:

Licensees must be capable of demonstrating that risks are routinely considered and subsequent Remedy and Controls are undertaken where appropriate.

Standard risk assessment and risk management techniques involve identifying potential threats to the data, the vulnerability of any host systems to those threats and the countermeasures to put in place to reduce and manage such risks. In many cases, a simple consideration of these matters will be sufficient. However it is important that such considerations are assessed periodically and documented.

#### *2.2 Security management*

The Licensee must have a security policy setting out management commitment to EP security within the organisation. This policy must contain:

Individual responsibilities for the implementation of the organisation's security policy must be clearly identified. There should be a named individual with ultimate responsibility for EP security.

Sufficient resources and facilities should be available to enable that responsibility to be fulfilled. Ideally there should be a budget for this activity.

The Licensee should be able to demonstrate application of the policy to the EP.

The policy should be reviewed at fixed intervals and after any significant breach.

A log of all information assets (physical, electronic and paper based) that contain the EP should be maintained. This log should include the type, location and asset owner.

Business continuity plans should provide for an equivalent level of security for the EP.

#### *2.3 Controlling physical access to the EP*

Access to the building or rooms where the EP is available must be controlled. This controlled access must be appropriate to the degree of risk. Such controls range from locked/keycoded doors through to manned checkpoints.

Printed and other physical media containing the EP must be disposed of securely, for example, by shredding. Such destruction should be logged.

There must be a procedure for cleaning media, such as tapes and disks, before they are reused or disposed of.

Visitors to areas containing EP resources must be accompanied by suitable staff at all times.

IT equipment that may have contained the EP (such as old servers etc) must be disposed of in a suitably secure manner. Any such disposal must be authorised by the management team and should be logged.

#### *2.4 Controlling Electronic access to the EP*

Computer access to the EP must be controlled through a central policy and, as a basic principle, user access should be limited to the minimum required for performance of duties.

User rights to the EP (both electronic and physical) should be routinely reviewed and adjusted. This should be a part of the company's staff induction and Staff leaver procedures.

Data must only be retained for as long as is required – A policy should be in place to ensure that redundant data is removed from systems as quickly as is practicable.

Passwords should be known only to authorised people and the passwords changed regularly. Ideally such password changes must be mandatory and must prevent re-use of a previously used password.

Passwords should be "strong". Ideally containing numeric characters, a mixture of upper and lower case, not based on a dictionary word and a minimum of 8 characters. Administrator accounts should have stronger passwords. Passwords with a character length of 12 or more should be considered

Laptop and other portable computers containing EP information must have full disk encryption.

Key system documentation should be protected from unauthorised access.

Network devices (Computers, Laptops and Servers) must be protected from virus and other malware attack by suitable software. This should be updated as frequently as necessary to retain good protection.

All computers containing the EP must be set to require passwords if left unattended for more than 15 minutes.

Unauthorised devices should be prevented from attaching to the network by suitable endpoint security software. These devices should include any device capable of storing data i.e. memory sticks, MP3 players & I-PAD's, cameras, mobile telephones etc.

Restricting physical access to wireless networks is difficult and therefore the use of such networks should be discouraged, but where implementation is unavoidable then strong encryption must be used with frequent key changes. The use of WEP (Wireless Encrypted Protocol) is unacceptable for securing a wireless network. Consider using WPA-2 AES(Wi-Fi Protected Access) with strong access controls as a standard.

IT systems should be adequately maintained. It is important that such systems have the latest security patches applied.

Are all data backups must be securely stored and encrypted.



### *2.5 Detecting and dealing with breaches of security*

Access and other security logs must be routinely reviewed and archived off to a secure location to prevent misuse.

Systems should keep audit trails so that access to the EP is logged and can be attributed to a particular person.

All reported breaches must be logged and reported to the individual responsible for EP security.

Breaches of security must be properly investigated and a suitable remedy applied. Unauthorised or unplanned changes to critical files must be flagged and investigated.

## **3.0 Information Security and the Employee**

### *3.1 Staff selection*

Proper weight should be given to the discretion and integrity of staff when they are being considered for employment or promotion or for a move to an area where they will have access to the EP. Consideration should be given to checking references, Curriculum Vitae completeness and proof of professional qualifications when required.

### *3.2 Staff Training*

Employees must be aware of their responsibilities towards the security of the EP.

Staff must be given adequate training and their knowledge kept up to date.

All staff must have entered suitable written confidentiality agreements and be training in their meaning.

Staff should be motivated to report security weaknesses and breaches as and when they may observe them.

All staff must clearly understand the procedure for reporting breaches of security (including malware, virus and all other types of breach).

All staff involved with handling or processing of EP data must be made appropriately aware of all applicable licensing arrangements and guidelines.

### *3.3 Acceptable Use of Facilities*

Employees should be aware that the data should only be accessed for the agreed business purposes and not for their own private purposes.

A written "Acceptable use" policy should form part of the employee contract and should be clearly explained to the employee. All staff must be made aware that EP data must never be taken from the Licensee's premises or custody other than in fulfilment of correctly licensed use of the EP.

## **4.0 EP Security and Third Parties**

Where the EP is/are to be transferred between the Licensee and its permitted agents and sub-contractors then the following set of guidelines should be adhered to:

Confidentiality Agreement and responsibilities for security must be agreed in writing between the Licensee and the third party.

The third party must provide sufficient guarantees in respect of the technical and organisational security measures it takes.

Audits or inspections of third party premises in order to assess the strength of EP security should be undertaken where appropriate.

Data Transfer should be as secure as is possible (see Appendix).

All data transfers into and out of the Licensee's organisation should be logged.

## Appendix

### *Guidelines for Secure Data Transfer*

This is not comprehensive advice and the over-riding requirement is that the transfer of the EP is always secure. Below are basic guidelines for protecting the EP that is being transferred between two locations (this could be any transfer between two different locations).

### **Before Transfer**

Before the transfer of the EP is undertaken it is advisable to consider: a)

Is the transfer really necessary?

b) Is more data being transferred than is needed?

Reducing the amount of data moved reduces the risk and consequential damage if lost – This could mean sending only those records that are needed or only those fields that are required.

Having ascertained that a transfer is required and reduced the data to the minimum necessary it is important to consider the method. Many methods of moving data from place to place are available but the main ones to consider are (in order of preference):

#### **1) Secure FTP (or SFTP)**

This method is a point-to-point transfer from client to server. Data is transferred directly from one machine to another and is encrypted throughout the journey. SFTP Software is available at reasonable cost from many suppliers.

It is recommended that the files to be transferred are compressed and separately encrypted before transfer – this is so that access to the data is still controlled once on the destination server. Several software applications are available for this – for example the latest version of WinZip (available for a small fee for commercial use) includes AES 256Bit encryption which is an Industry standard encryption algorithm

Passwords used for both the SFTP session and the File Compression should be unique and strong – meaning at least 8 characters, containing both numbers and letters and not based on a dictionary word. Ensure that passwords are exchanged separately and securely.

## **2) Physical Transfer by Courier or Post**

The problem with Cutting CD's or Tapes and sending them by courier is that the data can get lost or delivered to the wrong recipient – both highly undesirable. However it is prudent to recognise that in the real world situations may arise where this is the only method available – if this is so then these guidelines should be followed:

- a. Ensure that the data is minimised.
- b. Protect the data with strong encryption (AES256 is a good Industry standard)
- c. Strong and Unique passwords sent separately to the recipient.
- d. Use a courier with a specific data service if possible.
- e. Have a good contract with the courier service – if this is to be regular and the data is high value consider asking to see the courier's security policies.
- f. Confirm delivery with the client.

**FIFTH SCHEDULE  
EP LICENSEE REGISTRATION FORM**

1. Company Name of End-User:

2. Company Reg. No:

3. Registered Office/Principle place of business:

4. Telephone Number:

5. Email Address:

6. Name of Contact:

Title: Initials: Surname:

7. Postal Address Details (if different from above)

**SIXTH SCHEDULE  
CAPITA POLICIES**

See website [www.eircode.ie](http://www.eircode.ie)

**IN WITNESS WHEREOF** these presents have been entered into the day and year first herein written.

Signed by

\_\_\_\_\_  
For and on behalf of  
**Capita Business Support Services Ireland Limited**

Print Name:

Title:

Date:

Signed by

\_\_\_\_\_  
For and on behalf of  
**(“the Licensee”)**

Print Name:

Title:

Date:

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