



Gníomhaireacht Bainistíochta an Chisteáin Náisiúnta
National Treasury Management Agency

An Ghníomhaireacht Stáit um Éilimh
 State Claims Agency

25th May 2018

25 MAY 2018

Ms. Margaret Falsey,
 Committee Secretariat,
 Committee of Public Accounts,
 Leinster House,
 Dublin 2.

Our Ref: CB/PW/PAC

Please quote our reference number on all correspondence

Your Ref: PAC32-I-928

Dear Ms. Falsey,

**Re: Matters related to State Claims, Management of Legal Costs and Open Disclosure
 (Implications of CervicalCheck Revelations)**

We write in response to your letter dated 24th May last.

Question 1:

The *indemnities* clause in the 2012 contract between the National Cancer Screening Service (NCSS) and the laboratory states that the laboratory indemnifies and keeps the NCSS indemnified against all costs, claims, actions, proceedings, demands, losses, awards, penalties, fines, liabilities and expenses of whatsoever nature incurred by the NCSS, its employees, sub-contractors or agents caused by or arising out of any act, neglect, breach of contract, breach of duty, breach of Statutory duty, error, default or omission of the laboratory, its employees, sub-contractors or agents in connection with the performance of the services.

The laboratory indemnifies and keeps indemnified the NCSS against all of the above in respect of any sickness or injury to or death of any person whatsoever or in respect of any economic loss caused by or arising from any act, neglect, breach of duty, default or omission of the laboratory, its employees, sub-contractors or agents in connection with the performance of the services provided. For the avoidance of doubt, the scope of the indemnity refers to any of the above elements within the scope of responsibility of the laboratory.

The indemnity extends to all of the above in connection with any Test Results including without limitation any false negative and/or false positive Test Results, arising from any act, neglect, breach of contract, breach of duty, default or omission of the laboratory, its employees, sub-contractors or agents in connection with the performance of the services provided.

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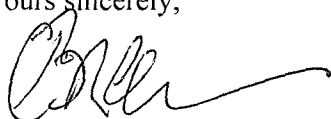


Finally, the indemnity extends to the engagement of a third party, and any expenses incurred by the NCSS in relation thereto, to re-screen and report on any Eligible Samples where there has been any error, omission or loss of any Test Results, including without limitation any false negative and/or false positive Test Results, and that error, omission or loss arises from any act, neglect, breach of contract etc. on the part of the laboratory, its employees, sub-contractors or agents. The scope of the indemnity refers to any of the above elements within the scope of responsibility of the laboratory.

Question 2:

The answer to this question is contained in the *Addendum* section of our letter, to the PAC, dated 22nd May 2018.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'C. Breen', with a long horizontal flourish extending to the right.

**Ciarán Breen,
Director.**