

Standard Conditions of Engagement for Archaeological Services

between

[]

Client

and

[]

Consultant

in respect of

[]

Project

Standard Conditions of Engagement for Archaeological Services

Document Reference COE-2 v 1.5

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AGREEMENT made on the date of execution BETWEEN the Client and the Consultant

1. APPOINTMENT

- 1 The Client appoints the Consultant, and the Consultant accepts the appointment
- 2 for the Project,
- 3 on the terms of the Contract.

Contract

- 4 The Contract is the entire agreement of the parties about the appointment, and consists of –
- 5 this Agreement;
- 6 Schedules A and B;
- 7 any contents of other documents identified in Schedule A.
- 8 The Consultant shall notify the Client immediately it becomes aware of any ambiguity, discrepancy, other fault in or between the documents forming the Contract (without prejudice to any other duty in law). Such ambiguity, discrepancy, other fault shall be resolved by the Client who may thereupon issue to the Consultant appropriate instructions in writing. [Notwithstanding the terms of any provision of the Contract] the Consultant shall have no right to extra payment, time, for any ambiguity, discrepancy, other fault in or between the documents forming the Contract or resulting instructions by the Client.
- 9 Schedule A describes methods used in the Agreement;
- 10 defines capitalised terms;
- 11 includes particulars and choices specially entered for this appointment.
- 12 The parties intend the Contract to be given purposeful meaning
- 13 for efficiency and public benefit generally and as particularly identified in it.

2. PERFORMANCE

Services

- 1 The Consultant' shall perform the Services identified in Schedule B, elsewhere in the Contract,
- 2 at its [his, her] own expense [except where the Contract states otherwise],
- 3 with the skill, care, diligence, efficiency and professional conduct reasonably to be expected from a consultant with the qualifications and experience suitable for the Services.

Assessment and data base

- 4 The Consultant's performance in carrying out the Services may be assessed by the Client and the results of that assessment may be recorded in a central database.
- 5 Any such records in the central database in relation to the Consultant's performance may be relied on by the Client or other contracting authorities in assessing the suitability of the Consultant for other archaeological services competitions.
- 6 The Consultant consents to the use of the data held on this central database for this purpose by the Client or any person nominated by it, and has agreed to procure such consents as may be necessary from any individual who may be referred to in the data.
- 7 To the extent permitted by law, the Consultant is entitled to access the data referred to in this paragraph (subject to any relevant exemptions) and have any inaccuracies in the data corrected.

Health and safety

- 8 The Consultant warrants that, in accordance with section 17(1) of the Safety Health and Welfare at Work Act 2005 (the "Act"), it is a competent person.
- 9 The Consultant undertakes to ensure, so far as is reasonably practicable, that insofar as the Services to be undertaken by it include the design of construction work, the design
- 10 is capable of being constructed safely and without risk to health and safety
- 11 will, when constructed, be safe and without risk to health and be capable of being maintained safely and without risk to health during use,

- 12 complies, in all respects, as appropriate, with the relevant statutory provisions (as defined in the Act).
- 13 All construction works which form part of the Services and work to be undertaken will be constructed to be safe and without risk to health and will comply in all respects, as appropriate, with the relevant statutory provisions (as defined in the Act).

Extent of liability

- 14 The Consultant acknowledges that any breach by it of the Contract may cause financial losses to the Client not only directly but by liability to contractors, suppliers, other consultants, involved in the Project
- 15 [so that consequently such losses may be included in compensation for which it is liable to the Client].

Limit of Liability

- 16 The Consultant's liability to the Client as ascertained in any calendar year commencing on 1 January arising out of or under this Contract is limited to the amount of, and subject to the exceptions to, the Liability Cap, as Scheduled.

Joint and several liability

- 17 If more than one [human, legal] person is identified as the Consultant, they are jointly and severally liable to the Client.

Insurance

- 18 The Consultant shall insure [at least] as Scheduled
- 19 [its responsibilities are not limited by a permitted deductible or any insufficiency of the insurance]. The Consultant shall comply with the terms of the insurance policies. The Consultant shall not make any cancellation, material reduction or alteration to the insurance unless approved in advance by the Client. The Consultant shall promptly notify the Client of any cancellation, renewal, non-renewal or material reduction or alteration by the insurer of any insurance policies.
- 20 If the Consultant does not promptly on the due date of renewal and in any event on request prove that this insurance is fully in force the Client may [without affecting its other rights] insure and recover the cost from the Consultant. For professional indemnity insurance, a certificate in a form approved by the Client, signed by the broker or underwriter, may be given.

Consultant to provide everything necessary

- 21 The Consultant shall provide everything necessary for the proper performance of the Services
- 22 according to the true intent, meaning of the documents forming the Contract taken together,
- 23 whether such intent and meaning may or may not be particularly shown or described, provided that they are reasonably to be inferred therefrom.

Corrupt Gifts

- 24 The Consultant warrants that:
- 25 it shall not offer or agree, or has not offered or agreed, to give to the Client [including any of the Client's personnel] or any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract; and
- 26 unless fully disclosed to and agreed by the Client in advance, no former officer nor employee of the Client nor of a consultant to the Client whose duties related to the project will, for 12 months after leaving the employment or office, be engaged by the Consultant.

Key Team Members

- 27 The Consultant may not make changes to Key Team Members without the prior approval of the Client.
- 28 Application to the Client for approval must be made no later than a month before the proposed change is to occur, unless the Client agrees to a shorter notice period. The

- Consultant must provide the name and curriculum vitae of the proposed substitute personnel together with any other details requested by the Client.
- 29 The Client may refuse to accept any proposed substitute and in such a case, the Consultant shall submit to the Client further names and curricula vitae of other proposed substitute personnel within a period specified by the Client but no proposed substitute shall be engaged in respect of the Services unless and until approved by the Client.

Conflicts of Interest

- 30 The Consultant shall ensure that no conflict of interest arises in respect of its performance of the Services.
- 31 The Consultant shall disclose to the Client any conflict of interest or potential conflict of interest which the Consultant or any sub-consultant may have in performing the Services within forty-eight hours of the Consultant becoming aware of such conflict or potential conflict.
- 32 The Consultant shall be responsible for ensuring that its sub-consultants provide it with information allowing it to observe this obligation.
- 33 The Client shall at its absolute discretion decide on the appropriate course of action to be taken in respect of any conflict of interest or potential conflict of interest [which may include termination under Clause 15].

3. TRANSFERS

- 1 The Consultant may not validly assign any Contract benefit or responsibility without the consent of the Client,
- 2 who shall not unreasonably withhold or delay consent to a request [made according to the Scheduled Management Services].
- 3 The Consultant may not validly sub-contract performance of any Services, unless agreed or requested by the Client. The Consultant shall procure that a sub-consultant shall provide a collateral warranty in favour of the Client in a form approved by the Client. The Client may [without affecting its other rights] withhold from the Consultant 5% of any payment to be made to the Consultant until the Consultant provides such collateral warranty in the required form duly executed
- 4 The Consultant shall be responsible for the acts and omissions of sub-consultants as if they were its own.
- 5 The Consultant shall be bound by any Scheduled novation agreement with the Project construction contractor
- 6 from seven days after notice from the Client to the Consultant [and the contractor] that the agreement applies.

4. SITE

Land ownership

- 1 The Client shall supply details of land ownership and contact details of landowners/occupiers to the Consultant
- 2 as are necessary to allow the Consultant to commence the Services
- 3 from time to time thereafter as is necessary to allow the Consultant proceed to provide the Services without delay.
- 4 The Client shall notify all affected landowners in advance of the Consultant's operations.
- 5 The Consultant agrees to observe, perform, comply with the obligations of the Client under any agreements which the Client reaches with such landowners [including as to methods of access or in relation to any special precautions to be taken] insofar as they are relevant to the performance of the Services.

Access

- 6 The Client does not guarantee access to all the testing areas and the sequence of operations may be affected by the presence of such items as crops or trees or utilities or services. The Consultant is deemed to have made due allowance for such contingencies in its fees.

Restoration and reinstatement

- 7 All surfaces, lands, fences, private utilities and services shall be restored to their original state on completion of the work at the Consultant's cost. In particular:

- 8 all excavations are to be backfilled, compacted and leveled;
- 9 ground is to be reinstated to its original condition (including reinstatement of pastures with rolling, sowing).
- 10 Reinstatement, erection of fencing, may only be commenced when instructed by the Client.

Accommodation

- 11 The Consultant shall provide appropriate accommodation in accordance with the Act for the duration of the on-site investigations, testing, other works, Services, for its staff, the Client, its representatives,
- 12 The Consultant must identify a site for this accommodation [which will not be provided by the Client] and make its own arrangements for the rental, servicing of the site.

Consultant's responsibilities on site

- 13 The Consultant is responsible for the safety, stability of the works, all site operations connected with the archaeological investigation, including temporary works.
- 14 At all times during the progress of works, Services, the Consultant shall
- 15 if applicable, comply with the Code of Practice for Farm Visits Not Involving Direct or Close Contact with Susceptible Animals FMD Protocol;
- 16 be represented on site by a competent senior archaeologist, experienced in the type of services to be carried out under this contract, who shall ensure that any logs, records are at all times kept fully up to date and are available for inspection by Client;
- 17 cause as little disruption as possible to occupiers, users of the site, cause no nuisance or inconvenience to the public, users, owners, occupiers of land, roads, footpaths on or near the site, nor interfere with the use of land, roads, footpaths;
- 18 as far as practicable, secure the site, keep off the site persons not entitled to be there, secure the safety of persons on the site and protect them, users, owners, nearby areas from hazards and interference resulting from the works, Services;
- 19 ensure that the Client, any persons authorised by the Client, have access to the site, any other places where goods, materials, for, from the archaeological investigation are being produced, stored, extracted, prepared, to inspect, test, observe the works, goods, materials, activities, and give the Client the information the Client requires or requests to do this;
- 20 keep the site in good order, free from unnecessary obstructions.
- 21 The Consultant must not, and must ensure that any personnel under its direction do not, damage the site, property on near the site, unless that is the unavoidable consequence of carrying out the archaeological investigation.
- 22 The Consultant must set out the works required for the archaeological investigation by reference to the points, lines, levels in this Contract, any written instructions from the Client, having made all reasonable efforts to verify the accuracy of these points, lines, levels. The Consultant is responsible for the correct positioning of all parts of the works.
- 23 The Client may arrange for work to be done on the site by the Client's personnel or other contractors and the Consultant shall facilitate this.
- 24 If any item, feature, site of archaeological interest is discovered on the site, the Consultant shall promptly notify the Client [and comply with any instructions]. As between the parties, these items shall be the Client's property.

5. PROGRESS, PERIODS

- 1 The Consultant shall start its Services for a Stage when the Client gives permission,
- 2 perform them regularly,
- 3 meet each Milestone within the Stage,
- 4 and complete the Services for the Stage within the Performance Period Scheduled for it
- 5 The timing of each permission to start is the Client's choice.

Sub-Stage[s]

- 6 If Schedule B divides any Stage into Sub-Stages, the Client may give permissions to start them at different times.

- 7 References to a Stage in this Clause,
8 and elsewhere in the Contract [unless the context, shows otherwise],
9 shall apply separately to each Sub-Stage.

Suspension

- 10 The Client may inform the Consultant that it is considering a suspension
11 and may invite the Consultant's response.
12 The Client may by notice suspend the Consultant's performance of [all or any] Services
[even without prior information].
13 The notice takes effect immediately unless a later date is stated in it.
14 The suspension is for any fixed period stated in the notice, or if none until further notice.
15 The Consultant shall suspend Services accordingly, except for
16 emergency Services necessary,
17 Services requested by the Client in connection with the suspension.

Suspension payments

- 18 The Client shall pay the 'Percentage of Stage fee for Suspension' [Schedule B] in
respect of the first Stage suspended in the notice
19 as payment for all effects of the suspension on the Consultant's costs [e.g. of allocating
personnel from and back to the Services, PSCS Services].
20 Half the addition is due with the notice, and the rest when the suspension ends.
21 The Client shall also pay any direct costs at the Scheduled Time Charges for
emergency, requested, Services [under 17,18].

6. PROLONGATION

Relief

- 1 Neither party is liable to the other for delay due to Special circumstances not due to its
own breach of this Contract.
2 Special circumstances are –
3 war, hostilities, civil commotion;
4 industrial disputes;

Client liability

- 5 Except as provided in Clause 5, and any adjustment to the Fee for inflation in
accordance with Clause 11, the Client has no liability to the Consultant [whether for
breach of contract, duty of care or otherwise] for the Consultant's costs or losses for
any delay to the Services.

7. COMMUNICATIONS

Purposeful

- 1 The parties intend all communications between them to be interpreted purposefully,
having regard to the Contract purposes [1.12,13].

Effective

- 2 A communication by a party provided for in the Contract is effective [only] when received
as follows.
3 A communication is presumed [unless the contrary is proved] to have been received by
the other on the –
4 date of faxing, emailing, to the other's representative according to the current
particulars [Schedule A] that is electronically recorded by the transmission;
5 date shown in a signed receipt for due delivery by hand, courier, recorded post.
6 A communication is effective on any proven date of receipt by any other method in the
Scheduled Management Services.
7 A document purporting to be an electronic or mechanical copy or duplicate of a
communication is presumed to be accurate.

8. COORDINATION AND REPORTING

Client's information, access, assistance

- 1 The Client shall provide when required according to both the Consultant's Management
information [Schedule B] and actual progress with the Services –

- 2 Client's briefs and output specifications;
- 3 any other information, access to other places required from the Client to enable
- 4 the Services to be performed, save where otherwise indicated in the Contract;

Client's responses

- 5 The Client may respond to Consultant's communications with comments, questions,
- 6 objections,
- 7 to which the Consultant shall reply.
- 8 A Client's response or failure to respond to any communication from the Consultant
- 9 does not constitute or imply any review or verification by the Client,
- 10 or relieve the Consultant from any responsibility or liability.

Reporting

- 9 The Consultant shall provide reports to the Client in the manner indicated in Schedule B.
- 10 All reports will be provided to the Client in draft and the Consultant shall make any
- 11 reasonable changes requested by the Client.
- 12 The Client shall provide its comments to the Consultant on the draft reports within the
- 13 time periods set out in Schedule B.
- 14 All reports provided by the Consultant shall comply with the Guidelines for Authors of
- 15 Reports on Archaeological Excavations as published by the Department of the
- 16 Environment, Heritage and Local Government together with any further requirements
- 17 set out in Schedule B.

9. COOPERATION

- 1 The Client [subject to restraints as a public authority] and the Consultant shall support
- 2 reciprocal cooperation for the Contract purposes [1.12,13],
- 3 for example –
- 4 in dealing with relationships between personnel, changes of personnel;
- 5 for informed consultations;
- 6 in negotiating agreements referred to in the Contract;
- 7 for mutually suitable timing, and taking account of parties' priorities;
- 8 for orderly suspension and resumption of Services;
- 9 to minimise problems, delays [irrespective of responsibility].

Protection

- 9 The parties may agree to consult, communicate, without prejudice.
- 10 In any case, offering or giving cooperation does not imply any admission whatever of
- 11 any responsibility,
- 12 or alter either parties' rights or duties unless otherwise agreed [in accordance with the
- 13 Scheduled Management Services].

Incentives

- 12 Failure to cooperate by either party shall be taken into account where it affects legal
- 13 duties involving reasonableness,
- 14 in performance, calculating payment, minimising losses.
- 15 The Client may make concessions as an incentive to continued cooperation by the
- 16 Consultant [such as adding extra Milestones for payments on account, paying early
- 17 within the maximum payment period in 11.8].

10. ADEQUACY OF AMOUNTS

- 1 For the purposes of preparing
- 2 its lump sum fee for Stages (i) and (ii) of the Services;
- 3 its Time Charges;
- 4 its rates and prices in the Pricing Schedule
- 5 the Consultant is deemed to have examined and inspected the site and made all
- 6 sufficient enquiries to satisfy itself and to have satisfied itself before submitting its tender
- 7 as to
- 8 the form and nature of the site and the ground including the sub-surface sub-soil,
- 9 the nature and extent of service providers' or local authorities', or landowners'

- drainage and other installations, bridges, culverts, street furniture, cables, ducts, and the like;
- 7 the nature and extent of potential traffic and safety considerations affecting the provision of the Services [including nuisance, interference, maintenance of traffic and compliance with directions from statutory, public bodies];
- 8 the means of communication with, access to the site and the accommodation, facilities which it may require [including transport of materials, equipment];
- 9 and in general to have obtained for itself all necessary information as to risks, contingencies, all other circumstances which may influence, affect its agreement to perform the Services for the fees in this Contract.

Consultant to satisfy itself

- 10 The Consultant [except where the Contract states otherwise] is deemed to have satisfied itself as to the extent and nature of the service, work, materials necessary for undertaking and completing the Services to have made provision for the provision of all services, personnel, equipment, consumables and other things necessary, desirable for the undertaking and satisfactory completion of its obligations under the Contract including, without limitation
- 11 obtaining insurances;
- 12 setting-out the site;
- 13 inspection the site, surfaces, sub-soil conditions;
- 14 execution all archaeological test trenches, investigations, surveys, excavations;
- 15 obtaining and complying with all necessary consents, permissions, licences, wayleaves, statutory requirements in order to execute the Services;
- 16 interference, disruption to the works, the route thereof, caused by third parties;
- 17 the adequacy and verification of any information provided to the Consultant by or on behalf of the Client;
- 18 clearance [including reinstatement] of the site on completion;
- 19 the costs of delay(s) and taking measures arising from any matters specified in this clause 10, which shall be borne by the Consultant and deemed to be included in the amounts payable by the Client under this Contract

Responsibility and risk

- 20 The Consultant accepts that all matters specified in this clause 10 are within its sole responsibility and risk
- 21 acknowledges that it is not entitled to any extra payment, extension of time in respect of such matters.
- 22 The amounts payable by the Client under this Contract are inclusive of all such risks, contingences, other circumstances and of all relevant costs [including costs of delay] which may arise pursuant to this clause and the Client shall not have any liability to the Consultant in respect of such matters.
- 23 No failure on the part of the Consultant to discover, foresee any condition, risk, contingency, circumstance at, about the site [whether or not it ought reasonably to have been discovered or foreseen] shall entitle the Consultant to any extra payment, extension of time.
- 24 The Consultant shall not be entitled to rely upon any survey, report, document, other information prepared by, on behalf of the Client regarding any such matter as is referred to in this clause.

No Client representation

- 25 The Client
- 26 makes no representation or warranty as to the accuracy, completeness of any such survey, report, document
- 27 shall have no liability arising in relation to any such survey, report, document or from any representation, statement, whether negligently made or otherwise, contained in any such survey, report, document.
- 28 [The Consultant shall rely on such survey, report, document at its own risk.]

11.PAYMENTS

- 1 The Client shall pay to the Consultant –

- 2 the amount of each Scheduled Stage fee for duly completing all the Services for a
3 Stage [a Sub-Stage], determined in the following manner:
4 the fee for the performance of the Services in Stages (i) and (ii) shall be the
5 respective amounts set out in Schedule B;
6 the fee for the performance of the Services in Stage (iii) shall be a sum
7 determined by the Client in accordance with the Time Charges, the rates
8 and prices in the Pricing Schedule;
9 the fee for the performance of the Services in Stage (iv) shall be the
10 percentage set out in Schedule B of the fee for Stage (iii);
11 any additional payment specified in the Contract that is due;
12 any Special disbursements sanctioned in advance by the Client [the fees are
inclusive of all other disbursements].
13 Payment of each amount due [less any due deduction of withholding tax] shall be made
14 within 30 days after the Consultant supplies a valid invoice,
15 provided the Consultant has proved that it has a current tax clearance certificate or, if
16 the Consultant is not Irish, a statement of suitability from the Revenue Commissioners.
17 The rates for Time Charges set out in the Schedule will be the hourly rates on which the
18 fee for Stages (iii) and (iv) is based for the purposes of this Contract.
19 Other than for duly authorised client changes, no claim, adjustment, additional payment
20 will be allowed to the amounts payable by the Client under this Contract.
21 Estimates, references or other information otherwise provided by the Client, its agents
or employees are not to be considered, relied upon or taken as the actual and correct
quantities of the works or Services to be executed by the Consultant in fulfillment of its
obligations under this Contract.

Inflation Adjustment

- 13 Subject to 11.14 and 11.17, on the First Adjustment Date and, thereafter, on each
anniversary of the previous Adjustment Date, the COE Fee Adjustment Factor shall be
applied to the amount of the element of the Fee [with any necessary apportionments] for
Services performed during an Indexation Year.
14 Where the performance of any element(s) of the Services are delayed due to the
Consultant's breach of contract, the Consultant's entitlement to an adjustment to the
Fee for inflation for those elements of the Services so delayed shall be calculated by
reference solely to the lower of the COE Fee Adjustment Factor:
15 which applied in the Indexation Year in which the delayed Services were due to be
performed;
16 for the Indexation Year in which the delayed Services were performed.

Exclusions from Inflation Adjustment

- 17 The following amounts shall not be subject to adjustment under 13 above -
18 any portion of the Fee based on Calculated Time Charges [including Stages (iii) and
(iv)];
19 any payment due under 14.12;
20 any Special disbursements under 7.

12.DEBTS TO CLIENT

- 1 The Client may recover any money due from the Consultant under or for breach of this
Contract as a debt due.
2 The Client may deduct the money due from any other money due or to become due to
the Consultant under the Contract, any other contract between the parties,
3 after at least 14 days notice to the Consultant.
4 The Client is liable for [simple] interest at the Scheduled rate on any money wrongfully
deducted, while withheld.

13.CLIENT'S CHANGES

- 1 The Client may instruct a change to the Services for any reason, and the Consultant
shall comply with the instruction.

Increased, reduced, lump sum fee

- 2 Where a change increases the Services for a Stage with a lump sum fee the fee is increased at the Client's choice either –
- 3 in proportion to the increase in those Services;
- 4 or by the Time Charges for changes, applied as follows.
- 5 The Time Charges are applied to the estimated extra time required for increased Services in Stage (iii);
- 6 the actual extra time spent on the increased Services in any other Stage.
- 7 A lump sum Stage fee is reduced in proportion to the reduction in Services by a change.

14. INTELLECTUAL PROPERTY

General rights

- 1 The parties' rights in law between themselves to –
- 2 documents;
- 3 intellectual property rights in documents, designs or any other deliverables arising from the performance of the Services;
- 4 are not altered by the Contract;
- 5 except as follows.

Licence, assignment

- 6 The Consultant hereby grants the following rights to the Client
- 7 in each of the [hard copy, electronic] documents, designs or any other deliverables arising from the performance of the Services made or obtained by the Consultant in the course of the performance of the its Services (the "Consultant's Documents"),
- 8 except its internal office notes, memos, emails, which it is acknowledged shall not constitute the Consultant's Documents.
- 9 The granted rights are a royalty-free, perpetual, non-exclusive, irrevocable, assignable, licence to reproduce and use, the Consultant's Documents, in connection with the Project [before or after its completion],
- 10 or for those Consultant's Documents (if any) set out in Schedule A, an absolute assignment to the Client including by way of present assignment of future rights of the Consultant's entire right, title and interest, including all intellectual property rights, in and to such Consultant's Documents free from all encumbrances for the full duration thereof throughout the world together with a waiver of all moral or similar rights arising from such Consultant's Documents insofar as the Consultant may lawfully do so in favour of the Client.
- 11 The applicable rights apply from the start of the Services or if later, the date upon which the Consultant acquires its rights in or to the relevant Consultant's Documents.

Payment

- 12 Only payments entered in Schedule A [if any] are due by the Client to the Consultant for rights under this clause.

Confidentiality

- 13 Each party agrees to treat the other's documents as confidential [and so far as practicable cause their employees, agents, to do so]
- 14 except for disclosure required for the Services, or the Client's permitted use elsewhere, [or by law].
- 15 A party shall not cause or facilitate any publicity in the press or other media about the Services, Project, without the other's consent if so Scheduled.
- 16 In any case each party shall take all practicable action to ensure accuracy and balance in the publicity.

Security, access

- 17 The Client shall give the Consultant access to the documents identified in 7 above that it needs for performing the Services.
- 18 While they are in the Consultant's control it shall secure the documents against loss, damage, unauthorized access;
- 19 on request, give the Client, its nominees, access to them,
- 20 copies at cost.

- 21 At the end of the Services the Consultant shall give the documents to the Client, store,
22 destroy, them, as instructed by the Client [subject to any legal duties of preservation].
23 The Consultant has no lien on documents for payment due to it from the Client.
The Consultant shall indemnify the Client in respect of any loss, damage or liability
whatsoever arising from any infringement of any third party's intellectual property rights
due to use by the Client in good faith of information, documents, obtained from the
Consultant.

Data Protection

- 24 Personal Data shall have the meaning set out in the General Data Protection Regulation
in respect of any such personal data processes on behalf of the Client
25 Data Protection Law is all applicable data protection Law, including the General Data
Protection Regulation (Regulation (EU) 2016/679)
26 The Consultant agrees that:
27 the Consultant shall process Personal Data only in accordance with the Contract
and Data Protection Law;
28 the Consultant must take appropriate technical and organisational security
measures as are required to comply with Data Protection Law;
29 the Consultant may engage sub-processors to perform processing on its behalf,
provided it gives prior written notice and informs the Client of any changes
concerning the status of such sub-processors and allows the Client reasonable
opportunity to object to such changes;
30 where any sub-processor of the Consultant will be processing Personal Data on
behalf of the Client, the Consultant shall ensure that a written contract exists
between the Consultant and the sub-processor containing clauses equivalent to
those imposed on the Consultant by the Contract;
31 the Consultant shall delete or return all Personal Data as directed by the Client's
Representative and not later than when the Consultant completes its contractual
duties relating to such data processing;
32 the Consultant shall: (i) make available to the Client all information necessary to
demonstrate compliance with this Clause; and (ii) allow for and assist with audits,
including inspections, conducted by or on behalf of the Client, in order to ensure
such compliance, provided however that the Client shall be entitled, at its
discretion, to accept adherence by the Consultant to an approved code of
conduct or an approved certification mechanism to aid demonstration by the
Consultant that it is compliant;
33 the Consultant shall notify the Client's Representative within 24 hours of
becoming aware of any act or omission [including breach of security] leading to
the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of
or access to Personal Data transmitted, stored or otherwise processed and shall
provide co-operation and assistance to the Client as is required to mitigate the
effects of, and comply with applicable reporting obligations in respect of, such act
or omission; and
34 no Personal Data shall be transferred outside the European Economic Area by
the Consultant or any of its agents or sub-processors without the prior written
consent of the Client, and the Consultant shall comply with Data Protection Law in
respect of Personal Data transfers outside the European Economic Area which
the Client has consented to.

15. TERMINATION

Party for cause

- 1 A party may terminate the Contract for a substantial breach by the other party of any of
its obligations under the Contract.

Client for insolvency etc.

- 2 The Client may by notice terminate the Contract for –
3 the Consultant's arrangement, composition, for the benefit of creditors;
4 act of bankruptcy, actual bankruptcy;
5 resolution passed for voluntary winding-up of the Consultant, except to
amalgamate or reconstruct;
6 order for winding up the Consultant;

- 7 appointment of a liquidator, examiner, receiver, administrative receiver, manager,
trustee in respect of any substantial part of the Consultant's business,
undertaking or assets;
8 any such appointment, possession taken, under a floating charge;
9 a Scheduled termination event.

Client at will

- 10 The Client may terminate the Contract at any time [during any Stage, or between
Stages, even if the Project is continuing, if it chooses].

Notice

- 11 To terminate for cause [under 1] a party must first notify the other that it is contemplating
termination, for what breach, and what if any remedial result by the other will prevent
termination;
12 followed [in the absence of proof of that result from the other] by termination notified at
least 14 and at most 28 days after the notice.
13 The other terminations take effect on a date notified by the terminating party
14 that for Client's termination at will [under 10] is at least 14 and at most 28 days after the
notice
15 that for the Client's termination under 2-9 is at least 1 and at most 48 days after the notice.

Effects of termination

- 16 On any termination, the Consultant shall stop performing the Services except for
17 any Services required in the notification;
18 any emergency Services necessary.
19 The Consultant shall hand over its documents to the Client as soon as practicable.
20 The Consultant agrees now that on any termination,
21 except Client's termination at will,
22 the benefit of any sub-consultancy, engagement of site staff, relating to the Services shall
stand assigned to the Client or its nominee,
23 with effect from the date of any claim to the assignment from the Client to the Consultant.
24 Both parties remain liable for breaches before termination [subject to Clause 6 on Client's
prolongation].

Compensation

- 25 On termination for cause, Consultant's insolvency,
26 the terminating party is entitled to damages as if the termination was for the other's
repudiation of the Contract.
27 On any termination by either party the Consultant is entitled to fees and expenses for
Services performed before the termination,
28 with a reasonable apportionment for any incomplete, unsatisfactory, performance.
29 Neither party is entitled to any further payment, damages, for any termination
30 except any Scheduled payment to the Consultant where the Client terminates at will
although the Project is continuing.

16.LAW

- 1 The parties shall comply with Irish law, which governs this Contract.

17.DISPUTES

- 1 Subject to any conciliation, adjudication under the Construction Contracts Act, 2013 or
other initial method agreed by the parties in the Schedule or after Contract for resolving
a dispute or issue in a dispute,
2 all disputes, whatever, whenever, between the parties in connection with the Contract,
Services, shall be finally decided by arbitration.

3 The arbitrator, conciliator, adjudicator, other under 1, shall be agreed by the parties,
4 or in default of agreement nominated at the request of either by the Scheduled
Nominator.
5 Any Scheduled Rules shall apply.
6 If a dispute between the Parties is referred to adjudication any dispute resolution
method, other than arbitration, relating to that dispute immediately adjourns. In the event
that no decision is reached by the adjudicator, the parties may continue to resolve the

dispute under the adjourned dispute resolution method, from the date the dispute was referred to adjudication.

7 In the event that a decision is reached by the adjudicator any dispute resolution method, other than arbitration, relating to that dispute shall be terminated.

EXECUTED by the parties on

[Date of execution]

SIGNED on behalf of the **Client** by

in the presence of

SIGNED by the **Consultant**

in the presence of

OR

SIGNED and DELIVERED as a DEED

by the Consultant

in the presence of

OR

PRESENT when the **COMMON SEAL** of the Consultant was affixed hereto