

Appointment of Project Supervisor for the Construction Stage

(PW-CF11)

THIS AGREEMENT is made on BETWEEN

1. *The Client*

*Whose principal office is
at*

and

2. *The Project Supervisor*

*Whose registered office is
at*

BACKGROUND

- A. By a contract (the **Contract**) made on or about ¹, the Client, as employer, has appointed the Project Supervisor as contractor to carry out certain works as ordered by Task Order (**Projects**).
- B. This Agreement is collateral to the Contract.

IT IS AGREED AS FOLLOWS:

1. The Client appoints the Project Supervisor as project supervisor for the construction stage according to the Safety, Health and Welfare (Construction) Regulations 2013 and any amendment or replacement (the **Construction Regulations**) for each Project.
2. The Project Supervisor's appointment starts on the date of this agreement and continues for as long as, under the Construction Regulations, the Client is required to have a project supervisor for the construction stage for the Projects, unless the appointment is terminated earlier.
3. The Project Supervisor accepts the appointment.
4. The Project Supervisor must perform all of its duties under the Construction Regulations as project supervisor for the construction stage for each Project.
5. The Project Supervisor represents and warrants to the Client that the Project Supervisor is and will continue to be a competent person to carry out its duties under this agreement and the Construction Regulations and has allocated and will allocate sufficient resources to enable itself to comply with the requirements and prohibitions imposed on the Project Supervisor by this agreement and under the relevant statutory provisions. In this agreement, **competent person** and **relevant statutory provisions** are construed according to section 2 of the Safety, Health and Welfare at Work Act 2005, and any amendment or replacement.
6. The Project Supervisor must ensure that it is insured by insurances in the same terms as the insurances it is required to have under the Contract, and that those insurances comply with all the requirements of the Contract, and are kept in force for the same period as required by the Contract, and include cover for death or injury resulting from the Project Supervisor's performance or non-performance of its duties under this agreement and the Construction

¹ Date of Tender acceptance.

Regulations.

7. Payment for the Project Supervisor's services is provided for under the Contract. Accordingly, the Client is not liable under this agreement for the Project Supervisor's fees or expenses.
8. The Client may terminate the Project Supervisor's appointment under this agreement at any time, without cause, by written notice to the Project Supervisor. The Project Supervisor's appointment will end on the date stated in the notice.
9. Without limiting its obligations under the Construction Regulations, the Project Supervisor must give the Client all documents it prepares in the course of and for the purpose of performing its duties under this agreement (**Project Supervisor's Documents**). If the Project Supervisor's appointment under this agreement terminates, the Project Supervisor must give all Project Supervisor's Documents to the Client immediately. Ownership of and copyright in the Project Supervisor's Documents becomes the Client's when the Project Supervisor delivers them to the Client, or the appointment is terminated, whichever is earlier. The Project Supervisor must indemnify the Client against any liability resulting from the use or copying of the Project Supervisor's Documents infringing the property (including intellectual property) rights of any person.
10. Irish law governs this agreement and its interpretation and the parties' rights and duties in connection with it.

Given under the Client's seal

Affix Client's seal

*Signatures of persons
authorised to authenticate the
seal*

OR

Signed on behalf of the Client

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

Given² under the Project Supervisor's common seal

<i>Affix Project Supervisor's common seal</i>	
<i>Signatures of persons authorised to authenticate the seal</i>	

OR

Signed and delivered as a Deed by

<i>Name of attorney</i>	
<i>Signature of attorney</i>	
<i>As lawful attorney of the Project Supervisor under a power of attorney dated</i>	

In the presence of

<i>Name of witness</i>	
<i>Signature of witness</i>	
<i>Witness's occupation</i>	
<i>Witness's address</i>	

OR

Signed on behalf of

<i>Name of the Project Supervisor</i>	
<i>Signature of authorised person</i>	

In the presence of

<i>Name of witness</i>	
<i>Signature of witness</i>	
<i>Witness's occupation</i>	
<i>Witness's address</i>	

² If the Project Supervisor is not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland.

OR (if the Project Supervisor is an individual)

Signed and delivered as a Deed by

Name of the Project Supervisor

Signature of Project Supervisor

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

OR

Signed by

Name of Project Supervisor

Signature of Project Supervisor

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address