

Appointment of Conciliator

(Clause 13 of PW-CF1 to PW-CF5 inclusive, Clause 15.2 of PW-CF6, Clause 10.8 of PW-CF10 and Clause 14.2 of PW-CF11)

THIS AGREEMENT is made on **BETWEEN**

1. *The Employer*

Principal office of Employer

2. *The Contractor*

Registered office of Contractor

and

3. *The Conciliator*

Address of Conciliator

Whereas

A. The Employer and Contractor have entered into a contract dated (the **Contract**) for

Description of Works

B. The Contract provides for the appointment of a conciliator for the resolution of disputes referred to conciliation.

NOW IT IS HEREBY AGREED as follows:

1. The Conciliator shall act in accordance with the terms of the Contract.
2. For all purposes related to this agreement the Employer's, Contractor's and Conciliator's addresses are as follows:

2.1 *Employer's Address*

2.2 *Contractor's Address*

2.3 *Conciliator's Address*

3. The Employer and the Contractor shall pay the Conciliator's fees and expenses as follows:¹

where the conciliator to be appointed is the Standing Conciliator under the Contract, and the fees and expenses entered here differ from the fees and expenses at clause 7 under Model Form MF 1.18 Appointment of Standing Conciliator, the fees and expenses entered here shall read as those from clause 7 under Model Form MF 1.18 Appointment of Standing Conciliator.

As between themselves, the Contractor and the Employer shall each pay one half of amounts due to the Conciliator under this agreement. As between the Conciliator and the other parties, the Employer and the Contractor are jointly and severally liable to the Conciliator. If one party pays the other's share of an amount due to the Conciliator, that party is entitled to reimbursement from the other.

4. This agreement remains in effect for as long as the Conciliator continues to act in that capacity.
5. This agreement is governed by and construed in accordance with Irish law.
6. Any dispute or claim arising out of or in connection with this agreement shall be settled by arbitration in accordance with the arbitration rules referred to in the Contract, amended as required.

¹ Delete "and expenses" if it does not apply; set out agreed terms or refer to separate letter.

Signed for and on behalf of the Employer

Signature of authorised person

--

In the presence of

Name of witness

--

Signature of witness

--

Witness's occupation

--

Witness's address

--

Signed on behalf of²

Name of Contractor

--

Signature of authorised person

--

In the presence of

Name of witness

--

Signature of witness

--

Witness's occupation

--

Witness's address

--

OR (if the Contractor is an individual)

Signed by

Name of Contractor

--

Signature of Contractor

--

In the presence of

Signature of witness

--

Name of witness

--

Witness's occupation

--

Witness's address

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² If the Contractor 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 Contractor is a joint venture execution must be by each member, using the blocks below)

Joint Venture Member 1

Signed on behalf of

Name of joint venture member 1

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

Joint Venture Member 2

Signed on behalf of

Name of joint venture member 2

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

Joint Venture Member 3

Signed on behalf of

Name of joint venture member 3

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

Signed by the Conciliator

Signature of Conciliator

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In the presence of

Name of witness

--

Signature of witness

--

Witness's occupation

--

Witness's address

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