Appointment of Project Supervisor

(PW-CF6)

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 _____[2] as contractor (the **Contractor**) for

Name of Contract _____

(the **Works**).

B. This Agreement is collateral to the Contract.

C. Terms defined in the Contract have the same meaning in this Agreement. The terms **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 to it.

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 at Work (Construction) Regulations 2013 and any amendment to them (the **Construction Regulations**) for the project comprising

the Works

and _____[3]

(the **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 Project, unless the appointment is terminated earlier.

3. The Project Supervisor accepts the appointment.

4. The Project Supervisor shall perform all of its duties under the Construction Regulations as project supervisor for the construction stage for the 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

[1] Date of Tender acceptance
[2] Insert "the Project Supervisor" or the name of the Contractor, as appropriate.
[3] Specify any additional scope for which this Project Supervisor is to be appointed – for example, a process installation.

itself to comply with the requirements and prohibitions imposed on the Project Supervisor by this Agreement and under the relevant statutory provisions.

6. The Project Supervisor represents and warrants to the Client that the time allowed by the Contract for the completion of the Works is appropriate and sufficient to enable the Project Supervisor to perform its duties under this Agreement and the Construction Regulations.

7. The Project Supervisor represents and warrants to the Client that the information provided by the Client to the Project Supervisor about the state or condition of the Site (as defined in the Contract) and any premises on it is appropriate and sufficient to enable the Project Supervisor to perform its duties under this Agreement and the Construction Regulations.

8. The Project Supervisor shall ensure that it is insured by insurances in the same terms as the insurances the Contractor is required to have under clause 10.3 of the Conditions of 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 Regulations.

9. Payment for the Project Supervisor's service is provided for under the Contract. Accordingly, the Client is not liable under this Agreement for the Project Supervisor's fees or expenses.

10. If the Project Supervisor breaches its obligations or warranties under this Agreement, or if the Contractor's duty to complete the Works is terminated under the Contract, the Client may terminate the Project Supervisor's appointment under this Agreement.

11. Without limiting its obligations under the Construction Regulations, the Project Supervisor shall 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 shall give all Project Supervisor's Documents to the Client immediately. Ownership of and copyright in the Project Supervisor's Documents shall become the Client's when the Project Supervisor delivers them to the Client, or the appointment is terminated, whichever is earlier. The Project Supervisor shall 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.

12. This Agreement is governed by and construed according to Irish law. The parties submit to the jurisdiction of the Irish courts in relation to all matters concerning 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	

Given[4] under the Project Supervisor's common seal

Affix Project Supervisor's common seal	
Signatures of persons authorised to authenticate the seal	

OR

Signed and delivered as a Deed by

Name of attorney	
Signature of attorney	
As lawful attorney of the Project Supervisor under a power of attorney dated	

In the presence of

Name of witness	
Signature of witness	
Witness's occupation	
Witness's address	

OR

Signed on behalf of

Name of the Project Supervisor	
Signature of authorised person	

In the presence of

Name of witness	
Signature of witness	
Witness's occupation	
Witness's address	

[4] 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 Project Supervisor	
Signature of Project Supervisor	

In the presence of

Signature of witness	
Name 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	