LETTER OF RELIANCE

[Addressee]

Dear Colleagues

Letter of Reliance – Project: [Description of Project] (the "**Project**").

Background

A. By an agreement dated [ ] (the "**Appointment**") [insert name consultant] (the "**Consultant**") was appointed by the Land Development Agency (the "**Employer**") to provide certain [Insert brief description of the services] (the "**Services**") in respect of the Project.

B. As part of the Services the Consultant has produced reports, trackers and other documents (the "**Materials**".

C. The Consultant agrees that the Beneficiary may use, copy and rely upon the Materials.

In consideration of the mutual covenants contained herein and notwithstanding any provision or statement in the Materials to the effect that only the Employer may rely on the report, the Consultant and the Beneficiary agree as follows:

1. The Consultant warrants that the Materials have been prepared to the best of the Consultant's ability using the standard of reasonable skill, care and diligence to be expected of a competent professional experienced in providing services in the nature of the Services for projects of similar scope and complexity of the Project and the Consultant undertakes the Beneficiary shall be entitled to rely upon this warranty.

2. The Consultant agrees to allow the Beneficiary the use and reliance upon the Materials in all respects as if the Materials had been prepared for and on behalf of and addressed to the Beneficiary for its originally intended purpose.

3. The Consultant grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to use and reproduce for any purpose relating to the Project all documents, reports, drawings, calculations and specifications (and the designs contained in them) which have been or will be prepared by the Consultant or on its behalf in connection with the Materials, and the Consultant agrees to supply to the Beneficiary on request copies of such documents (subject to reimbursement of the Consultant's reasonable copying charges). The Consultant shall be liable for and shall indemnify (and keep indemnified) the Beneficiary against any and all claims, damages, losses, costs or expenses suffered by the Beneficiary and its licensees or for which the Beneficiary is otherwise liable arising out of or in connection with any infringement of any existing or future copyright, design rights or intellectual property rights.

4. The Beneficiary confirms that it shall only use the Materials in connection with the Project. The Consultant will not be liable for any misuse of the Materials other than for the purpose for which it was prepared by or on behalf of the Consultant.

5. [The Beneficiary may assign the benefit of this Letter of Reliance without the consent of the Consultant on two occasions only and the Beneficiary shall notify the Consultant in writing

following any such assignment specifying the name and address of the assignee and the date of this Assignment.]

6. The Consultant warrants and undertakes to the Beneficiary to maintain with a reputable insurance company carrying on business in the European Union from the date hereof and for a period expiring no earlier than 12 years from the date of the practical completion of the Project professional indemnity insurance with a limit of indemnity of at least €6,500,000 (six million five hundred thousand euros) in respect of each and every claim.

7. This letter of reliance shall be governed and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction in relation to any matter arising under or in respect of this letter of reliance.

IN WITNESS whereof the parties hereto have executed this Letter of Reliance the day and year first herein **WRITTEN.**

GIVEN UNDER the common seal of the

CONSULTANT

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(1) Signature of Director / Authorised Person

Print Name:

_____

(2) Signature of Director / Company Secretary /
Authorised Person

Print Name:

Company Seal of
Consultant