

**COMMERCIAL MEDIATION AND CONCILIATION  
SERVICES**

**MODEL RULES FOR ADJUDICATION  
AGREEMENT**

## AGREEMENT

THIS AGREEMENT is made on the .....day of .....  
20.....

Between

1. ....  
of .....  
..... (the referring Party)

2. ....  
of .....  
..... (the other Party)

(together called the Parties)

3. ....  
of .....  
..... (the Adjudicator)

A dispute has arisen between the Parties under a Contract between them dated .....  
in connection with .....

This dispute has been referred to adjudication in accordance with the Commercial Mediation and Conciliation Services Procedure (the Procedure) and the Adjudicator has been requested to act.

IT IS AGREED that

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in this Agreement.
2. The Adjudicator agrees to adjudicate the dispute in accordance with the Procedure.

- 3. The Parties agree jointly and severally to pay the Adjudicator's fees and expenses as set out in the attached schedule and in accordance with the Rules.
- 4. The Adjudicator and the Parties shall keep the adjudication confidential, except so far as it is necessary to enable a Party to implement or enforce the Adjudicator's decision.
- 5. The Parties acknowledge that the Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator (whether in negligence or otherwise) unless the act or omissions is in bad faith, and an employee or agent of the Adjudicator shall be similarly protected from liability.

Signed on behalf of the referring Party

.....

Signed on behalf of the other Party

.....

Signed on behalf of the Adjudicator

.....

- 6. This Agreement shall be interpreted in accordance with the law of the Republic of Ireland.

## SCHEDULE

1. The Adjudicator shall be paid €.....per hour in respect of all time spent on the adjudication, including travelling time with a maximum of €.....per day.
2. The Adjudicator shall be reimbursed his reasonable expenses and disbursements, in respect of travelling, hotel and similar expenses, room charges, the cost of legal or technical advice obtained in accordance with the Procedure and other extraordinary expenses necessarily incurred.
3. The Adjudicator is/is not\* currently registered for VAT. Where the Adjudicator is registered for VAT, it shall be charged additionally in accordance with the rates current at the date of the work done.

\* delete as applicable.