This form presents aspects to be considered in any appointment. It should be tailored and reviewed to suit particular circumstances.

APPOINTMENT OF INDEPENDENT REVIEWER THROUGH PEER ASSIST

PARTICULARS

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<tr>
<th>Reviewer</th>
<th>[name] and includes any replacement provided under clause 3</th>
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AGREEMENT

BACKGROUND

1. The Client is engaged on the Project.
2. The Client wishes to have the views of an independent reviewer, to assist the Client in identifying risks and opportunities on certain aspects of the Project.
3. The Supplier is willing to provide the services of an independent reviewer on the terms set out below.
4. The Client and the Supplier jointly acknowledge that an open and trusting relationship between the Client, the Supplier and the Reviewer is necessary in order that the full benefits of the appointment are obtained.

APPOINTMENT

1. The Client appoints the Supplier to provide an independent reviewer on the Project.
2. The Supplier agrees to provide to the Client a suitably qualified professional person at reasonable times on reasonable notice to act as the Client's independent reviewer on the Project. Subject to the Client's agreement the Supplier may provide suitably qualified assistants to the independent reviewer.
3. The independent reviewer will be the Reviewer stated in the Particulars or (if the Reviewer is no longer available to the Supplier or if there are other good reasons to change the Reviewer) some other professional person who is acceptable to the Client. In the absolute discretion of the Supplier if participation in the Project under this Agreement creates a conflict of interest for the Supplier then the Supplier may terminate this Agreement forthwith.
4. The benefits of this agreement shall not be assigned without the written consent of the Supplier.
5. This agreement shall be interpreted in accordance with the laws of England and Wales.

DUTIES OF REVIEWER

6. The Reviewer’s specific duties are as set out in Schedule 1.

7. In carrying out the specific duties, the Reviewer will examine project intents, outputs and decisions and will join in a collaborative effort involving the Client and the Client’s professional advisors to identify areas where there appear to be good prospects of reducing risks, improving safety, simplifying construction or adding other value to the Project.

8. The Reviewer will report to the Client at reasonable intervals on his progress in carrying out his duties.

9. All comments, reports, suggestions and all other outputs of the Reviewer are here called ‘Comments’.

LIABILITY

10. The Client acknowledges that:–
   a. The Reviewer/Supplier will not be given all of the background information to the Project;
   b. The Reviewer/Supplier will not be afforded sufficient time to verify all of the information provided or to make detailed calculations or to check the full impact of Comments or to identify all points which would be worthy of comment;
   c. The Reviewer’s duties are in the nature of applying his experience to provide insights and suggestions for further assessment but not fully calculated and checked designs or solutions;
   d. If the Supplier or the Reviewer were exposed to the risk of legal liability, they would require more information and more time than is available to them and substantially higher fees commensurate with the additional responsibility. Such risk would also prevent the Reviewer from giving his views in complete confidence and so would reduce the value obtained by the Client from this appointment.
   e. Without the protection afforded by clause [11] the Supplier would not have accepted this appointment and the Reviewer would not have agreed to provide Comments.

11. In consequence of the considerations in clause [10] the Client agrees that:
   a. The Client will not (and the Client will ensure that no other person will) place reliance on Comments (or the absence of Comments).
   b. All Comments will be treated only as suggestions requiring later and more detailed assessment by appropriately qualified and experienced professional or technical persons and which (if then acted upon) would be acted upon in reliance on work by other parties to the exclusion of the Reviewer’s work and Comments.
   c. To the fullest extent permitted by law the Client:-
      i. waives any right to make any claim against the Supplier and the Reviewer and the Supplier's staff, directors or suppliers for any liability which may arise (whether in contract or tort (including in negligence) or under statute by operation of law or in any other way) from or out of this Appointment or the performance (or alleged non-performance) of the Reviewer’s duties hereunder; and
      ii. agrees to indemnify and hold harmless the Supplier the Reviewer and the Supplier's staff, directors and suppliers from and against all claims
demands and liability (including those of third parties) howsoever arising (including in negligence and from breach of statutory duty) from or out of this Appointment or the performance or non-performance of the Reviewer
d. The provisions of this clause are reasonable in consideration of the matters set out in clause [10].

FEES
12. The Fees payable to the Supplier under this Agreement shall be as set down in Schedule 1.

THIRD PARTY RIGHTS
13. No person or entity shall have any rights in relation to this Agreement whether as third parties or otherwise save the parties to this Agreement and the Reviewer.

CONFIDENTIALITY
14. Neither party shall disclose to any other person any matter to do with this Agreement save in so far as any disclosure is necessary and relevant for the effective performance of the independent review process. Each party will notify the other of the involvement, if any, of any other party in the independent review process. The requirements of this clause shall remain effective for 3 years from the expiry of this Agreement save as otherwise may be required to comply with any law or court order.

15. Where the Supplier and/or the Reviewer contributes to the creation of any intellectual property in the performance of the independent review process then the Client agrees to grant to the Supplier an irrevocable royalty free licence to use such intellectual property for any purpose in connection with the Supplier’s business.

SCHEDULE 1

Clause 6 The Services shall consist of.................................

Clause 12 Payment shall be made as follows.............................