



**An Ghníomhaireacht
Tithíochta**
The Housing Agency

APPOINTMENT OF RESEARCHERS RESEARCH INTO THE MULTI-UNIT DEVELOPMENTS ACT 2011

The Housing Agency, in collaboration with the Construction Bar Association of Ireland, wishes to appoint researchers to provide research services in 2022 in relation to decisions of the Dublin Circuit Civil Court under the provisions of the Multi-Unit Developments Act 2011.

Further details are set out overleaf.

Interested candidates are asked to apply by email to MUD@housingagency.ie with a CV and cover letter stating why he or she may be suitable for the role.

Criteria including the following will be applied in assessing applications:

- Research skills and experience in a legal environment
- Familiarity with the processes and procedures, including accessing records, of the Dublin Circuit Civil Court
- Experience of collaboration and working in a team
- Report writing skills in the context of fixed deadlines
- Strong organisational skills and attention to detail
- Availability to undertake the research work

The nature of the work is such that a legal qualification is desirable.

A copy of a sample contract is attached for information.

The deadline for receipt of valid applications is 5pm on Friday 22 April 2022.

Queries in relation to the above and attached should be directed to MUD@housingagency.ie.

Research – Indicative Only – Subject to Contract

Phase 1 – Scoping Exercise Report Enumerating Multi-Unit Developments Act 2011 Decisions of the Dublin Circuit Civil Court

Phase 2 – Report on Multi-Unit Developments Act 2011 Caselaw and Precedents from the Dublin Circuit Civil Court

The purpose of the research is to advance knowledge and understanding of the decisions of the courts made under provisions of the Multi-Unit Developments Act 2011 (“MUD Act” or “the Act”). Decisions under the MUD Act can have a considerable bearing on the operation and governance of owners’ management companies (“OMCs”), entities which are the glue binding stakeholders in apartment developments and managed estates.

Phase 1 will be to produce a scoping report enumerating the decisions of the Dublin Circuit Civil Court made under the MUD Act, in the period from 1 April 2011 to 31 March 2022.

Subject to the outcome of Phase 1, Phase 2 will be the delivery of a report on the substance of a sample selection of decisions of the Dublin Circuit Civil Court under the MUD Act, to include the nature of the applications to the courts, the nature of the applicants, and the decisions/orders issued. This reportage will be supplemented by key insights obtained from a number of short interviews with a small sample of participators in the subject area in relation to their experience of applications under the Act.

A Steering Group made up of representatives of The Housing Agency and the Construction Bar Association of Ireland will supervise the work.

An understanding of the courts’ decisions under the MUD Act and participators’ experiences will inform a broad range of stakeholders.

Research outputs are expected to be of high interest to multiple stakeholders in the MUDs/OMC sector.

SAMPLE AGREEMENT / CONTRACT DENIED

THIS AGREEMENT is made on 2022

BETWEEN:

- (1) **Housing and Sustainable Communities Agency** having its principal place of business at 53 Mount Street Upper, Dublin 2 (“The **Housing Agency**”);
- (2) **[NAME OF RESEARCHER]**, a researcher at **[NAME OF ORGANISATION]** having its principal place of business at **[ADDRESS]** (the “**Researcher**”); and
- (3) **[NAME OF ORGANISATION]** with an address at **[ADDRESS]** (the “**Organisation**”).

WHEREAS:

- (A) The Housing Agency is a government body working with the Department of Housing, Planning and Local Government (the “**Department**”) and the Local Authorities and Approved Housing Bodies (“**AHBs**”). The Housing Agency was established under Statutory Instrument SI 264 of 2012, and Statutory Instrument SI 265 of 2012, under the Local Government Services (Corporate Bodies) Act 1971 (as amended). It is a non-commercial state agency under the aegis of the Department.
- (B) The Housing Agency’s role is to promote the supply of housing to meet current and future needs and demand. It does this by being a centre of expert knowledge on housing, supporting housing policy development and implementing effective housing programmes in collaboration with key stakeholders. One of the Agency’s functions is to undertake and support independent research to support an evidence base to help inform housing policy development and good practice.
- (C) Through a competitive application process, The Housing Agency has selected the Researcher to carry out the Project Activities and to receive the Funding in return for the provision of these Project Activities and the Researcher is willing and able to provide the Project Activities in accordance with the terms and conditions of this Agreement.
- (D) This Agreement is entered into to describe the Project Activities to be carried out by the Researcher and how the Funding will be provided, via the Organisation, to facilitate the provision of the Project Activities.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless inconsistent with the context or otherwise specified:

“Data Protection Legislation”	means all applicable data protection legislation in force from time to time in Ireland and the European Union including the General Data Protection Regulation ((EU) 2016/679)(“ GDPR ”); the Data Protection Act, 2018 (together with any statutory instrument, order, rule or regulation made thereunder, and as from time to time amended, extended, re-enacted or
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	consolidated); the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC); the European Communities (Electronic Communications Networks and Services)(Privacy and Electronic Communications) Regulations, 2011 (S.I. 336 of 2011, as amended); all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data.
“Deliverables”	means any outputs of the Project Activities and any other documents, products and materials provided by the Researcher to The Housing Agency as specified in Schedule 2 and any other documents, products and materials provided by the Researcher to The Housing Agency in relation to the Project Activities.
“Effective Date”	means [DATE].
“Ethics Framework”	means The Housing Agency’s Framework for Research Ethics set out in Schedule 1.
“Force Majeure Event”	means any act, events, omissions or accidents beyond a Party’s reasonable control which is not already in existence on the Commencement Date including but not limited to any of the following: <ul style="list-style-type: none"> • Acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster; • war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; • terrorist attack, civil war, civil commotion or riots; • nuclear, chemical or biological contamination or sonic boom; • fire, explosion or accidental damage; • extreme adverse weather conditions;

	<ul style="list-style-type: none"> collapse of building structures, failure of plant machinery, machinery, computers or vehicles; any labour dispute, including but not limited to strikes, industrial action or lockouts; Interruption or failure of utility service, including but not limited to electric power, gas or water; and any global pandemic (as the Parties entered into this Agreement during the Covid-19 pandemic the Parties hereby agree that neither the Covid-19 pandemic nor any restrictions flowing therefrom shall constitute a Force Majeure Event for the purposes of this Agreement).
“Funding”	means the amounts to be paid to the Researcher via the Organisation in accordance with clause 9 and more specifically detailed in Schedule 3.
“Good Industry Practice”	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a competent operator of similar facilities.
“Milestones”	means milestones and timeline in which these must be met as set out in Schedule 2.
“Publication”	means all publications by the Researcher and/or the Organisation including documents, products, materials and other forms of media communication, including, media appearances, PowerPoint presentations, press releases and conferences, arising from the research involved in the provision of the Project Activities.
“Party”	means a party to this Agreement.
“Project Activities”	means the project activities described in Schedule 2.

1.2 In this Agreement, except where the context otherwise requires:

1.2.1 references to clauses are to clauses of this Agreement;

1.2.2 words importing gender include the other genders;

- 1.2.3 references to persons include bodies corporate, firms and unincorporated associations;
- 1.2.4 the singular includes the plural and vice versa;
- 1.2.5 clause headings are included for the convenience of the Parties only and do not affect its interpretation;
- 1.2.6 the obligations of a Party are to be performed at that Party's expense and cost unless stated otherwise herein; and
- 1.2.7 references to all or any part of any statute or statutory instrument include any statutory amendment, modification or re-enactment in force at the date of this Agreement and references to any statute include any statutory instrument or regulations made under it.

2. TERM

- 2.1 This Agreement commenced on the Effective Date.
- 2.2 Subject to termination in accordance with its terms, this Agreement shall continue in force until **[31 December 2022]**.

3. PROJECT ACTIVITIES

- 3.1 The Organisation shall provide the Researcher to The Housing Agency for the purposes of carrying out the Project Activities set out in Schedule 2 and agrees to facilitate the Researcher in carrying out the Project Activities during the course of their employment.
- 3.2 The Researcher shall:
 - 3.2.1 provide the Project Activities and Deliverables to The Housing Agency with effect from the Effective Date and for the duration of this Agreement in accordance with the provisions of this Agreement, including without limitation the specifications and Milestones set out in Schedule 2;
 - 3.2.2 ensure that the Project Activities and Deliverables will conform in all respects with Schedule 2 and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Researcher by The Housing Agency;
 - 3.2.3 perform the Project Activities with the highest level of care, skill and diligence in accordance with best practice in the Researcher's profession;
 - 3.2.4 co-operate with the Housing Agency in all matters relating to the Project Activities and comply with The Housing Agency's instructions in relation to the Project Activities; and
 - 3.2.5 comply at all times in the performance of the Project Activities with the Ethics Framework.
- 3.3 The Researcher shall submit, where requested by The Housing Agency, to a research ethics committee specified by The Housing Agency. If the research ethics committee in question does not provide its approval, the Project Activities and/or Deliverables (or the relevant part of the Project Activities and/or Deliverables) shall be deemed not to have been provided in accordance with this Agreement.

- 3.4 A liaison person will be nominated by The Housing Agency and will be available during normal working hours to deal with enquiries from the Researcher.
- 3.5 The Housing Agency shall be entitled, on the basis of a justifiable reason, to inspect and review the performance and provision of the Project Activities by the Researcher and may on reasonable notice arrange an independent party to audit and review same throughout the term of the Agreement or on termination of the Agreement.

4. ACKNOWLEDGEMENT OF SUPPORT

- 4.1 Financial support from The Housing Agency must be acknowledged in all Publications and Deliverables. A standard disclaimer that any views expressed are not necessarily those of The Housing Agency shall be included in all Publications and Deliverables.
- 4.2 All acknowledgments and disclaimers must be in wording and a format which has been approved in advance by The Housing Agency before use. The Housing Agency reserves the right to require the Researcher to remove any acknowledgement or other reference to The Housing Agency from materials before Publication or any other dissemination by the Researcher.

5. DISSEMINATION

- 5.1 A dissemination strategy will be prepared for the Deliverables by the Researcher in collaboration between with The Housing Agency. This will include:
- Details on the publication and dissemination of any research findings forming part of the Deliverables;
 - Plans for how to share research findings, to help inform policy development and improve knowledge of the housing sector.
- 5.2 Any proposed dissemination of information by the Researcher which is connected to the Project Activities, the Deliverables and/or this Agreement must be notified to The Housing Agency at least fourteen days before the proposed dissemination.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Researcher and the Organisation each agrees and acknowledges that all intellectual property rights (including but not limited to copyright, patents, trademarks, service marks, designs and all other registrable and un-registrable intellectual property rights and any applications for registration of such) arising in relation to the provision of the Project Activities pursuant to this Agreement shall automatically vest in The Housing Agency. To the extent necessary to vest title in The Housing Agency, the Researcher and the Organisation each hereby fully assigns, as a present and future assignment, and conveys to The Housing Agency all such intellectual property rights free from all encumbrances and waives all moral rights in relation to such.
- 6.2 Notwithstanding clause 6.1 and the assignment of intellectual property rights to The Housing Agency thereunder, The Housing Agency acknowledges that the Organisation is a [not for profit organisation/**INSERT OTHER REASON FOR US ACKNOWLEDGING THAT THE ORGANISATION SHOULD HAVE THE RIGHT TO USE THE INFORMATION COLLECTED**] and hereby grants to the Organisation, a non-exclusive, royalty free licence to use the data

collected in the provision of the Project Activities for academic, research and teaching purposes and any other not for profit activities which have first been approved in writing by The Housing Agency, provided that all personal data is removed. The Housing Agency agrees that the Organisation may publish academic papers and Publications based on the data collected. The Organisation shall submit a copy of its proposed Publication to The Housing Agency thirty (30) days before the date of the proposed Publication (the “**Notice Period**”). The Housing Agency may, by giving written notice to the Organisation, at any time during the Notice Period, require that any confidential information of The Housing Agency (including any reference to The Housing Agency or any use of The Housing Agency branding) be removed from said Publication and the Organisation shall comply with such request.

7. REPORTS AND WRITTEN MATERIAL

- 7.1 Any written reports, recommendations, advice, records, documents and other materials concerning any aspect of the business or actions of the Housing Agency whether prepared or obtained by the Researcher or coming into the possession of the Researcher pursuant to this Agreement shall be the sole and exclusive property of The Housing Agency. Immediately upon termination of this Agreement whether by expiration of the term or otherwise or at any time during the term of this Agreement, the Researcher shall, upon request from the Housing Agency, promptly deliver all such written materials so requested to The Housing Agency. All information and data which may form part of the materials delivered to The Housing Agency must first be fully anonymised by the Researcher and the Researcher shall ensure that it does not transfer any information or materials to The Housing Agency which contain personal data within the meaning of the GDPR.

8. CONFIDENTIAL INFORMATION

- 8.1 Each Party undertakes that it shall not at any time, disclose to any person any confidential information of the other Party except as permitted by clause 8.2.
- 8.2 Each Party may disclose the other party’s confidential information:
- 8.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party’s rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party’s confidential information comply with this clause 8; and
- 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 No Party shall use any other Party’s confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

9. PAYMENT OF FUNDING

- 9.1 The Housing Agency shall provide the Funding to the Organisation to enable the Researcher to provide the Project Activities and perform his obligations under this Agreement. The Parties acknowledge and agree that payment of Funding is subject to the necessary funds being available to The Housing Agency at the time that payment falls due.

- 9.2 The Funding amounts specified in Schedule 3 shall be the total amount to be paid by The Housing Agency under this Agreement and shall be inclusive of all expenses, disbursements and tax liabilities and no other additional payment shall be made by The Housing Agency under this Agreement.
- 9.3 The Funding shall be paid in the amounts and in accordance with the timelines set out in Schedule 3 once The Housing Agency has confirmed in writing, at its sole discretion, that the requisite Milestones have been reached and/or Deliverables have been provided to the satisfaction of The Housing Agency and in accordance with the terms of this Agreement.
- 9.4 Before any one of the Funding payments is made, the Researcher and/or the Organisation must provide evidence that the Researcher and/or the Organisation has a valid tax clearance certificate (issued by the Irish Collector General) in force at the time the payment is due.
- 9.5 The Organisation shall be wholly responsible for all income tax liabilities and PRSI, expenses or similar contributions in respect of the project.

10. WITHHOLDING, SUSPENDING AND REPAYMENT OF FUNDING

- 10.1 The Housing Agency's intention is that the Funding will be paid to the Organisation in full subject to and in accordance with clause 9. However, without prejudice to The Housing Agency's other rights and remedies, The Housing Agency may at its discretion withhold or suspend payment of any of the Funding and/or require repayment of all or part of the Funding; if:
- (a) the Researcher prematurely terminates the agreement;
 - (b) the Researcher uses the Funding for purposes other than those for which they have been awarded;
 - (c) the Researcher is, in the reasonable opinion of The Housing Agency, performing his obligations in relation to the Project Activities in a negligent manner;
 - (d) the Researcher fails or refuses after written instruction to provide the Project Activities reasonably and properly required;
 - (e) The Housing Agency determines that the Researcher has failed to perform his obligations hereunder in accordance with the terms of this Agreement for two consecutive months;
 - (f) the Researcher obtains funding from a third party which, in the reasonable opinion of The Housing Agency, undertakes activities that are likely to bring the reputation of The Housing Agency into disrepute and other than where The Housing Agency was aware of such other funding before the Effective Date;
 - (g) the Researcher provides The Housing Agency with any materially misleading or inaccurate information;
 - (h) the Researcher has a) acted dishonestly or negligently at any time and directly or indirectly resulted in any detriment to the Project Activities including the Deliverables or (b) taken any actions which, in the reasonable opinion of The

Housing Agency, bring or are likely to bring The Housing Agency's name or reputation into disrepute.

- 10.2 Should the Researcher and/or the Organisation be subject to financial or other difficulties which are capable of having a material impact on the Researcher's effective performance of its obligations in relation to the Project Activities or its compliance with this Agreement he/it will notify The Housing Agency as soon as possible.

11. TAX LIABILITIES

- 11.1 The Parties declare that it is their intention that the Researcher shall not be entitled to any pension or other benefits from The Housing Agency. The Organisation shall be responsible for all income tax, social insurance, levies or similar contributions in respect of the fees and the Organisation agrees to indemnify The Housing Agency against all demands for income tax, social insurance, levies or similar contributions and any penalties and interest made against it in respect of the Project Activities hereunder and fees paid to the Researcher.

12. PROFESSIONAL SERVICES WITHHOLDING TAX (PSWT)

- 12.1 Professional Services Withholding Tax ("PSWT"): Chapter 1, Part 18 of the Taxes Consolidation Act, 1997 provides for a withholding tax to be deducted from payment made by certain bodies in respect of professional services. The Housing Agency is a state body and is required to withhold tax on professional services in certain circumstances. Where applicable, PSWT is deducted at the standard rate of income tax (currently 20%) from the total amount of the payment, including, in general, any amount in respect of expenses, outlay, third party costs, late payment interest, but excluding any VAT charged by the person/ company providing the service.

13. LIABILITY AND INDEMNITY

- 13.1 The Researcher and the Organisation each indemnifies and holds The Housing Agency harmless and shall keep The Housing Agency indemnified and held harmless from and against all actions, proceedings, costs, expenses, loss and damage whatsoever arising out of or in connection with any breach of the Researcher's and/or the Organisation's obligations under this Agreement, except where the same shall arise from the breach, default, negligence or wilful misconduct of The Housing Agency, its employees, agents or duly authorised representatives.
- 13.2 In this clause 13 the expression "costs, expenses, loss and damage" shall be given the widest interpretation lawfully possible and shall include the cost of complying with any direction, regulation, requirement or request made by or under or by virtue of any legislation (primary or secondary), order of any Governmental department or by-laws.
- 13.3 The Researcher and the Organisation each hereby confirms that it has considered all of the provisions of this Agreement in detail and has been afforded the opportunity to consult with its legal advisers in respect of same and confirms that it considers the provisions hereof reasonable in all the circumstances.
- 13.4 Subject to clause 13.5 each Party's total liability to another Party under this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise,

arising under or in connection with this Agreement shall be limited to 150% of the total value of the Funding paid by The Housing Agency under this Agreement.

- 13.5 The liability cap in clause 13.4 shall not apply to any liability arising from the publication/dissemination by the Researcher or the Organisation of any part of the Deliverables or other information relating to the Project Activities including a reference to The Housing Agency where such reference to The Housing Agency has not been approved by The Housing Agency in accordance with clause 5.

14. TERMINATION

- 14.1 The Housing Agency shall be entitled to terminate this Agreement for any reason upon providing not less than thirty (30) days' written notice to the Researcher and the Organisation.
- 14.2 Without affecting any other right or remedy available to it, The Housing Agency may terminate this Agreement with immediate effect by giving written notice to other Parties if:
- 14.2.1 the Researcher commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven days after being notified in writing to do so;
 - 14.2.2 the Researcher repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - 14.2.3 in the reasonable opinion of The Housing Agency, the Researcher has breached the Ethics Framework;
 - 14.2.4 the Researcher or the Organisation is subject to an insolvency event;
 - 14.2.5 The Housing Agency determines in its sole and exclusive discretion that it is necessary to terminate this Agreement in order to protect its reputation;
 - 14.2.6 the Researcher ceases to work in the Organisation.
- 14.3 In the event that the Researcher ceases to work in the Organisation and takes up employment in a new organisation, The Housing Agency may, at its sole and exclusive discretion, enter into a new contract with the Researcher and their new organisation for the purposes of completing the Project Activities as set out in Schedule 2.
- 14.4 In the event that The Housing Agency terminates this Agreement, any entitlement of the Researcher and/or the Organisation to receive any outstanding portion of the Funding shall cease automatically and any such termination shall be without prejudice to the right of The Housing Agency to claim a complete or partial refund of the Funding or damages for breach of contract or any of its other rights.
- 14.5 Termination of this Agreement shall be without prejudice to any accrued rights and obligations at the date of termination and shall not affect the continuing rights and obligations of the Parties under any provision of this Agreement that is expressed to survive termination or that is required to give effect to such termination or the consequences of the same.

15. FORCE MAJEURE

- 15.1 Provided the Party in question has complied with clause 15.3, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (the “**Affected Party**”), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 15.2 The corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 15.3 The Affected Party shall:
- 15.3.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
- 15.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 15.4 If the Force Majeure Event prevents, hinders or delays the Affected Party’s performance of its obligations for a continuous period of more than three weeks, the Party not affected by the Force Majeure Event may terminate this Agreement by giving four weeks’ written notice to the Affected Party.

16. NOTICES

- 16.1 Any notice, consent or the like required to be given hereunder shall be given in writing and may be given either by hand, sent by post addressed to the recipient Party at its address contained herein (or to some other address as shall have been notified in writing by such Party to the other from time to time) or sent by email to the recipient Party at its email address specified in Schedule 4 which may be changed from time to time by notice in writing by such Party to the other. Any notice given by post shall be deemed to have been served on the expiration of 72 hours after the same is correctly addressed and posted. Any notice sent by email shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

17. WAIVER

- 17.1 No delay or failure by any Party to exercise any of its powers, rights or remedies under this Agreement shall operate as a waiver of them, nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

18. ASSIGNMENT

18.1 No Party shall assign, encumber, dispose of or otherwise transfer any of its rights under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

19. SUB-CONTRACTING

19.1 The Researcher shall not employ any sub-agent or otherwise delegate to any third party the performance of any of his obligations under this Agreement without the prior written consent of The Housing Agency, which shall not be unreasonably withheld. If such consent is given, every act or omission of such sub-agent or third party shall for the purposes of this Agreement be deemed to be the act or omission of the Researcher.

20. SEVERABILITY

20.1 If any part of this Agreement is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any Party may enter into this Agreement by executing a counterpart.

21.2 Transmission of an executed counterpart of this agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

22. ENTIRE AGREEMENT

22.1 This Agreement supersedes any agreements made or existing between the Parties before or simultaneously with this Agreement in relation to the subject matter of this Agreement (all of which shall be deemed to have been terminated by mutual consent with effect from the Effective Date) and constitutes the entire understanding between the Parties in relation to the subject matter of this Agreement.

22.2 Except as otherwise permitted by this Agreement, no change to its terms shall be effective unless it is in writing and signed by or on behalf of the Parties.

23. EXCLUSION OF WARRANTIES

23.1 In entering into this Agreement, each Party acknowledges that it does not do so on the basis of, and does not rely on any representation, warranty or other provision except as expressly provided in this Agreement and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

24. PARTNERSHIP

24.1 Nothing in this Agreement shall create or be deemed to create a partnership or joint venture between the Parties and no Party shall be responsible for the acts or omissions of the employees or representatives of the other Parties.

25. GOVERNING LAW AND JURISDICTION

25.1 The construction, validity and performance of this Agreement shall be governed in all respects by Irish law and the Parties hereby submit to the exclusive jurisdiction of the Irish courts.

26. DATA PROTECTION

26.1 The provision of the Project Activities including the provision of the Deliverables should not involve any sharing of personal data within the meaning of the GDPR as between the Researcher and/or the Organisation and The Housing Agency and therefore the Housing Agency shall not act as a controller or processor within the meaning of the GDPR for any of the personal data which the Researcher and/or the Organisation holds or processes. All information and data which may form part of the Deliverables must first be fully anonymised by the Researcher to ensure that the information in question cannot constitute personal data within the meaning of the GDPR. In the event that there is ever a need to share personal data between the Parties, the Parties shall enter into a separate agreement to govern such data sharing.

26.2 Without prejudice to the generality of clause 26.1, both Parties agree to comply at all times with all applicable obligations under the Data Protection Legislation which may arise in connection with the Project Activities or this Agreement.

27. FREEDOM OF INFORMATION

27.1 In accordance with Section 11(9) of the Freedom of information Act 2014 (the “**FOI Act**”), any record in the possession of the Researcher and/or the Organisation shall, insofar as it relates to the Project Activities provided under this Agreement, be deemed for the purposes of the FOI Act to be held by The Housing Agency and shall be made available to The Housing Agency, upon request, for the purposes of the Act, for retention by The Housing Agency for such period as The Housing Agency considers reasonable in the circumstance.

IN WITNESS WHEREOF this Agreement has been duly executed on the date shown below.

Chief Executive Officer

Date

For and on behalf of
The Housing Agency

[NAME OF RESEARCHER]

Date

[NAME] Date
For and on behalf of the Organisation

SAMPLE

SCHEDULE 1

Housing Agency's Framework for Research Ethics

1. Introduction

The Housing Agency's Ethical Framework provides guidance for those conducting research which is carried out by The Housing Agency's own staff or by an external organisation / consultant commissioned by the agency (including research commissioned in partnership with other organisations). It also provides guidance in assessing whether to support or facilitate requests by external researchers.

All Housing Agency staff and external consultants commissioned to undertake research on behalf of the Agency, must fully adhere to these guidelines. The guidelines below are intended to ensure that rights, privacy and confidentiality are maintained, that all research is carried out with integrity and transparency, and that the well-being of any participants are fully respected. The Housing Agency acknowledges that these guidelines do not provide a complete set of rules for resolving ethical choices or dilemmas. New situations constantly emerge within the housing arena which require creative approaches to ethics issues. This ethical framework offers guidance – it cannot replace the need for self-critical, imaginative and responsible ethical reflection about issues which may arise in the course of research, but it can help guide and illustrate how to proceed.

2. General principles

The Housing Agency's key principles for ethical research are:

1. Research should aim to maximise benefit for individuals and society and minimise risk and harm;
2. The rights and dignity of individuals and groups should be respected;
3. Participation should be voluntary and appropriately informed, wherever possible;
4. Anonymity, data protection and confidentiality should be paramount;
5. Research should be conducted with integrity and transparency;
6. Independence of research should be maintained and where conflicts of interest cannot be avoided they should be made explicit.

3. Ethical standards

If successful, and before commencement of the project, the proposal will be assessed for any ethical issues that may arise during or following the research. If any potential ethical issues are identified, the successful bidder will be asked to provide an ethical statement which sets out assurances on how the research meets the ethical standards required. The Housing Agency can provide guidelines on submission of an Ethical Statement. The Housing Agency Research Ethics committee will consider whether the information provided by the applicant adequately addresses ethics issues that may be encountered during or following the research. Any proposals assessed by the Research Ethics Committee that require Ethical Approval must obtain this from the Ethics Committee before proceeding.

4. Minimising Risk and Harm

In carrying out their research, researchers should take every possible measure to minimise the risk of harm to any individual. In particular, they must be fully cognisant of the implications or research involving "vulnerable" groups.

5. Rights of individuals and groups should be respected

Researchers should maintain respect for participants in all manners, and pay particular attention to minority ethnic groups, traditions and practices, and ensure knowledge of these practices before conducting research.

6. Informed Consent

In research involving participants, participation should be based on the freely given informed consent of participants. This implies a responsibility on the researcher to explain in

appropriate detail (both in writing and verbally), in a language they can understand, and in terms meaningful to participants. This explanation should include the following:

- What the research is about;
 - The nature of their participation;
 - Who is undertaking and financing the research;
 - Implications in terms of risks and benefits of participating in the research;
 - Why it is being undertaken/purpose of the research;
 - The name and contact details of the Principal Investigator;
 - Information about what will happen to their information, how it will be used and disseminated, stored and when it will be disposed of.
 - That their participation is entirely voluntary, and that a decision not to consent will have no adverse consequences;
 - That participants have the right to withdraw from the study and withhold information at any time without affecting their use of services or need for assistance.
 - That the researcher will be bound by any confidentiality agreement except in cases where information disclosed by the customer/tenant indicates a serious risk to self or to others. Where such issues requiring disclosure arise, they shall be reported to a Housing Agency Researcher who will inform the relevant body.
 - Any intended follow-up contact as part of the current or future research.
- They should understand how far they will be afforded anonymity and confidentiality researchers should be explicit in their limits of confidentiality.
 - Research participants should understand that they can reject the use of data-gathering devices such as tape recorders and video cameras. Research data, records or films should not be communicated or used other than for the agreed purposes and with participants' written consent. When making notes, filming or recording for research purposes, researchers should make clear to research participants the purpose of the notes, filming or recording.
 - Special care should be taken where research participants are particularly vulnerable by virtue of factors such as age or disability. Researchers will need to take into account the legal and ethical complexities involved in those circumstances where there are particular difficulties in eliciting fully informed consent.
 - In cases where written consent cannot be obtained, such as with recorded telephone interviews or where the subjects are illiterate, informed oral consent should be obtained by documenting on the consent form. Where participants have impairments that limit understanding and/or communication to the extent that they are unable to give informed written consent, permission where possible should be obtained from a family member or other responsible adult, such as a caregiver or guardian, before proceeding with the research.
 - Researchers should decide on a project by project basis whether the provision of incentives to recognise and value participants' time and input into research (e.g. giving a token of appreciation) is appropriate.

The signed consent form and the information sheet together are proof of the process of informed consent.

7. Anonymity, Data Protection and Confidentiality

Data Protection Legislation applies to The Housing Agency and accordingly any work undertaken must fall within the remit of the General Data Protection Regulations and Data Protection Act 2018. Accordingly, a Data Processing Agreement will be entered specifying the requirements to operate within the bounds of the legislation and Regulations. This shall include (but not limited to) obligations in obtaining, securing and retention of person data."

8. Our Commitment

- Research that is unlikely to contribute to The Housing Agency's purpose, or is in contradiction with the organisation's values, will not be undertaken or commissioned.

- We will only fund research which has an adequate and appropriate ethics statement and which takes seriously the ethics dimensions of the research.
- Ensure that a review of proposals considers ethics issues. During review, research committee panel members will be asked to consider whether the information provided by the applicant adequately addresses ethics issues that may be encountered during or following the research
- Consider reviewer or panel member disagreement with the suggested project approach to ethics as either grounds for a conditional grant or rejection of a proposal (where it calls into question researcher competence or the feasibility or validity of a proposal).
- Consider suspension of payments if The Housing Agency review shows that a project requires major changes which will alter it so much that it can no longer retain support.
- The relationship between funders and social researchers should be such as to enable social enquiry to be undertaken as objectively as possible. Research will be undertaken with a view to providing information or explanation, rather than being constrained to reach particular conclusions or prescribe particular courses of action.

SAMPLE

SCHEDULE 2

The Project Activities

1. Research Scope

Phase 1 – Scoping Exercise to result in a report enumerating decisions of the Dublin Circuit Civil Court under the Multi-Unit Developments Act 2011

Phase 2 – Report on Multi-Unit Developments Act 2011 caselaw and precedents from the Dublin Circuit Civil Court, and findings from interviews with practitioners having experience of MUDs cases.

1.1 General Aim

The purpose of the research is to advance knowledge and understanding of the decisions of the courts made under provisions of the Multi-Unit Developments Act 2011 (“MUD Act” or “the Act”). Decisions under the MUD Act can have a considerable bearing on the operation and governance of owners’ management companies (“OMCs”), entities which are the glue binding stakeholders in apartment developments and managed estates.

Phase 1 output will be a scoping report enumerating the decisions of the Dublin Circuit Civil Court made under the MUD Act, in the period from 1 April 2011 (the date of coming into force of all sections of the MUD Act, save sections 14 and 32) to 31 March 2022.

Subject to the outcome of scoping of Phase 1, and subject to a determination to proceed by the Steering Group, **Phase 2** output will be a report on the substance of a sample selection of decisions of the Dublin Circuit Civil Court under the MUD Act, to include:

1. The nature of the applications to the Courts,
2. The nature of the applicants, and
3. The decisions/orders issued under section 24 of the Act.

This reportage will be supplemented by key insights obtained from a number of short interviews with a small sample of legal practitioners in relation to their experience in making / defending applications under the Act.

1.2 Context

- The MUD Act amended the law relating to the ownership and management of the common areas of multi-unit developments (“MUDs”) and to facilitate the fair, efficient and effective management of bodies (i.e. OMCs) responsible for the management of such common areas, and to provide for related matters.
- Under section 26 of the Act, the Circuit Court has exclusive jurisdiction to hear and determine applications under section 24.
- Under section 24, the court has extremely wide powers to make orders in relation to matters including but not limited to:
 - enforcement of any rights conferred, or obligation imposed, by the Act or any rule of law;

- where it is just and equitable with a view to ensuring the effective operation of the OMC concerned, and the quiet and peaceful occupation of the common areas of the MUD;
 - voting rights;
 - amendment of legal documentation relating to the OMC;
 - modification, merging, or splitting of OMCs;
 - apportionment of the funds of an OMC as between sinking fund and service charges;
 - determining the extent to which a part of the common areas of a MUD forms part of the relevant parts of the common areas of the development;
 - amending the covenants contained in an agreement (including a lease) between the developer, OMC, and the unit owners;
 - OMCs dealing with debt;
 - in certain circumstances transferring control of an OMC from a developer to the owners;
 - determining whether the management structure of an OMC in a mixed-use MUD complies with the provisions of the Act;
 - determining whether a proposal materially to alter the physical character of a MUD would disproportionately or inequitably affect any class of owners;
 - directing the developer to complete the MUD in accordance with a contract, planning law, or building control law.
- In practical plain English terms, the court may make orders relating to matters such as:
 - Members' (i.e. homeowners' and unit owners') voting rights
 - Service charge setting and recovery
 - Sinking fund provision, i.e. long-term 'capital' spending on the buildings
 - Transfer of common areas, giving the OMC legal title to the estate
 - House Rules enforcement, affecting occupants' conduct, and interaction with their neighbours
 - As may be seen, the court has considerable power to make orders affecting the operation and governance of OMCs, and therefore impacting on the built environment and community contexts in which residents (owner-occupiers, and tenants/renters) dwell.

2. Research Actions, Timeframes and Milestones

2.1. Actions - Methods and Approach

- The Researcher will undertake the Phase 1 scoping exercise at the offices of the Dublin Circuit Civil Court, subject to prevailing public health restrictions. It is suggested that the total period for this work, from attendance at Dublin Circuit Civil Court offices to reporting on the enumeration, will be about one month, in Q2 2022.
- It is expected that the Researcher may be appointed with another Researcher (together "the Researchers") to undertake the research. The Researchers will work together in carrying out the Project Activities.
- The Steering Group will review the report prepared under Phase 1, to determine:
 - If Phase 2 should proceed;
 - If necessary, refine the scope of Phase 2.
- Subject to the outcome of Phase 1 scoping, the Researchers will be assigned to undertake the Phase 2 work, supervised by the Steering Group. This work will take a number of months during Q2 and Q3 of 2022.

- For the avoidance of doubt, the Steering Group, at its sole discretion, and without further obligation to the Researcher, may decide not to proceed with Phase 2.
- In the event that Phase 2 proceeds, the Researchers will review the cases and decisions identified in the Phase 1 report.
- The Researchers will draft a report summarising a sample selection of decisions, to include nature of applications, applicants, orders issued. Cases can be selected by reference to the nature of the application, under the matters for court orders listed above.
- The Researchers will conduct a number (between five and 10) of short interviews with a sample of legal practitioners, and other subject area participators, about their experience of applications under the Act. This exercise will provide valuable supplementary data in relation to how applications run in practice. Practitioners may be able to provide a certain amount of information in relation to applications that were brought to court and discontinued, or brought and decided by the court.

2.2. Timeframes and Milestones

Subject to determinations by the Steering Group, the work will be carried out by the Researchers to the following schedule.

Phase	Timeframe	Activity	Output
Phase 1	<ul style="list-style-type: none"> • May/June 2022 • To conclude by 30 June 2022 	Review of Dublin Circuit Civil Court records, and enumeration of decisions by year of MUD Act cases decided by Dublin Circuit Civil Court in the period from 1 April 2011 to 31 March 2022.	Scoping report on number of MUD Act cases by year from 1 April 2011 to 31 March 2022.
Phase 2	Subject to Steering Group's determination to proceed: <ul style="list-style-type: none"> • Commence in July 2022 • Provide first draft report to Steering Group by 19 August 2022 • Final report by 30 September 2022 	<ul style="list-style-type: none"> • Subject to the review by the Steering Group of the Phase 1 report, review the court decisions identified in Phase 1, and write a draft report on the substance of a selection of decisions, to include nature of applications, applicants, orders issued; • interview a number of subject area participators in relation to their experiences of applications under the MUD Act, and document key insights obtained. <p>The Steering Group will supervise this work.</p>	Draft report

3. Research Outputs

The outputs of the Research Activities will be two reports:

- Report 1 will be a scoping report enumerating by year the number of decisions/orders of the Dublin Circuit Civil Court under the Act between 1 April 2011 and 31 March 2022.
- The number of decisions under the MUD Act issued by the Dublin Circuit Civil Court is unknown. Phase 1 will therefore inform whether Phase 2 will proceed, and the scale and scope of research and reporting under Phase 2.

- Subject to the findings of Report 1, and a determination by the Steering Group to proceed with Phase 2, Report 2 will describe/summarise a sample selection of cases from each year, summarising:
 - nature of applications
 - type/category of applicants (i.e. OMC, member, developer, etc.)
 - decisions/orders, i.e. the case outcome.
- Report 2 will include high-level commentary and guidance of value to stakeholders, including the legal professional, concerning the processes and documentation involved in applications under the Act. It may contain constructive suggestions in relation to administrative matters, e.g. the drafting of Civil Bills for applications under the Act.
- Report 2 will document key insights obtained from interviews with suitable participants in relation to applications under the Act.
- Observations of value to the Courts Service may be included.

SAMPLE

SCHEDULE 3

Funding

Phase 1

1. For the delivery of the scoping report under Phase 1, the Researcher will be funded at a rate of €60 per hour excluding VAT (“the Rate”).
2. It is envisaged that Phase 1 research will take the Researcher no more than 36 hours to undertake.
3. By 6pm on the Friday of each week during Phase 1 researchers shall submit by email to the Steering Group a timesheet, documenting hours worked in that week, as follows:

Day and Date	Hours Worked	Description of Activity

4. The Steering Group shall at regular intervals review the Researcher’s activity and the timesheets submitted.
5. The Steering Group shall confirm to The Housing Agency that milestone payments may be issued to the Researcher two weeks in arrears of receipt of the timesheet, subject to satisfaction by the Researcher of the Agency’s arrangements for payments to suppliers as documented in this agreement.
6. The final payments to the Researchers under Phase 1 are dependent on the production of the final Phase 1 report to the satisfaction of the Steering Group.

Phase 2

1. The commencement of Phase 2 is entirely dependent on review and consideration by the Steering Group of the report from Phase 1. For the avoidance of doubt, the Steering Group may decide not to proceed with Phase 2.
2. For the delivery of the report under Phase 2, the Researcher will be funded at a rate of €60 per hour excluding VAT (“the Rate”).
3. The time to be taken for Phase 2 will be determined by the Steering Group, on review of the Phase 1 report.
4. By 6pm on the Friday of each week during Phase 2 the Researcher shall submit by email to the Steering Group a timesheet, documenting hours worked in that week, as follows:

Day and Date	Hours Worked	Description of Activity

5. The Steering Group shall at regular intervals review the Researcher’s activity and the timesheets submitted.
6. The Steering Group shall confirm to The Housing Agency that milestone payments may be issued to the Researcher two weeks in arrears of receipt of the timesheet, subject to satisfaction by the Researcher of the Agency’s usual for payments to suppliers as documented in this agreement.
7. The final payments to the Researchers under Phase 2 are dependent on the production of the final Phase 2 report to the satisfaction of the Steering Group.

**SCHEDULE 4
NOMINATED EMAIL ADDRESSES**

The email addresses for service of notices are:

(1) The Housing Agency
Email address: researchsupport@housingagency.ie

(2) [NAME OF RESEARCHER]
Email address: [EMAIL ADDRESS]

(3) [NAME OF ORGANISATION]
Email address: [EMAIL ADDRESS]

A party may change its nominated email addresses by giving notice in writing, the change taking effect for the party notified of the change at [9.00 am] on the later of:

- a) the date, if any, specified in the notice as the effective date for the change; or
- b) the date [five] business days after deemed receipt of the notice.

SAMPLE