

TERMS OF BUSINESS (Operative from 1st September 2012)

Our aim is to provide all our clients with consistently top quality advice as promptly and cost effectively as possible. This document explains the terms on which we do business.

1. Provision of CSTAR's Services

- (a) We will provide consulting services in relation to any matter on which we are instructed (the "matter") on the terms contained in this document and contained in any letter of engagement provided by us ("letter of engagement"). If there is a conflict between any letter of engagement and the terms in this document, the letter of engagement will prevail.
- (b) We will do our best to give our client reasonable notice of any necessary change in our team and to provide details of any proposed replacement.
- (c) We will report to our client on the progress of a matter regularly as agreed.

2. The Client's Responsibilities

You will give us all information, instructions and assistance reasonably necessary to enable us to provide our services. We cannot be liable for any loss or damage arising from reliance placed on any information given by you or for any inaccurate or misleading information given by you or from your failure to give any relevant information.

3. Fees and Payment

- (a) Our consulting services will be provided on whichever of the following bases is specified in any letter of engagement, or as otherwise agreed with our client:
 - (i) for consultancy work, on a "time" basis; this is dependent on the amount of time spent on the matter (including that spent on research, considering, preparing and working on papers, correspondence and making and receiving telephone calls, travelling and attending meetings) at the appropriate hourly rates for the staff engaged; or
 - (ii) an agreed "fixed" fee basis.
- (b) Our fees do not include fees of other professional advisers, nor all other exceptional expenses and disbursements, for which agreement as to who is liable for payment will be sought before such fees are incurred. These include charges for travel, telephone calls, facsimile messages, printing and photocopying.
- (c) We may sometimes ask our client to put us in funds to pay the items mentioned in paragraph 3(b) (either in advance on account or periodically as they become due for payment), or generally in advance on account of our fees, disbursements and expenses. We may use funds paid in advance on account generally to pay our own fees, disbursements and expenses upon delivery of our bill to our client.
- (d) Fees, expenses and disbursements are inclusive of VAT, for which our client will be liable. At present, VAT is payable at 23%.
- (e) Variations in our hourly rates will normally arise as a result of our practice of reviewing our rates on an annual basis.
- (f) We agree with our clients the frequency with which they would like to be billed. We sometimes issue interim bills and a final bill will be issued on completion of the matter. Each bill may be accompanied by any details requested of the work undertaken and, if requested, copies of invoices for significant external disbursements and expenses.
- (g) All bills (whether interim or final) are payable within 30 days of the date of invoice and requests for payment are due for payment in full when they are received.

4. Payment of Costs by Third Parties and ancillary matters

- (a) Our client will remain liable to us for payment of our fees, expenses and disbursements irrespective of any arrangement for their payment by a third party. In every case our client will be the addressee of our bill.

5. Confidentiality

- (a) We will keep strictly confidential any information obtained from our client, except insofar as we are required by law or other relevant process to disclose details of our client's dealings with us. This duty does not apply to documents or information which we obtained or developed independently of any work done for our client or which are in the public domain.
- (b) From time to time, we are asked for names of individual clients, usually in the context of satisfying potential clients or funding agencies that we have the necessary expertise in their area or industry to service their needs. We assume that we may reveal the fact that we act for our client, unless our client have indicated otherwise in writing.

6. Conflicts of interest

- (a) Professional rules may prevent us from acting if there is or may be a conflict of interest. In this event and in exceptional circumstances it may be necessary for us to cease to act for our client.
- (b) Other than in a conflict of interest situation we will not be prevented or restricted from acting for other clients.

7. Limitation of Liability

- (a) We will not be liable to you or to any third party for consequential or indirect damages or losses.
- (b) In any cases where others share responsibility for the matter, our liability for any losses or claims arising out of or in connection with the matter shall be limited to the proportion of any losses which it would be just and equitable for us to pay having regard to the extent of our responsibility.
- (c) We have an interest in the limitation of liability of our personnel and accordingly, you agree not to bring any claim of any kind against any of our employees personally.
- (d) Liability to you (or anyone else who may claim to benefit from your instructions to us) is limited in aggregate to a sum which is twice the level of the consulting fee charged by us on the matter. This limit applies in relation to this and each and every transaction and retainer and any subsequent work we undertake for you unless expressly overridden in a subsequent written engagement letter signed by the CSTAR Director.

8. Authorship

Authorship on a paper would be expected only if the three criteria proposed by the International Committee of Medical Journal Editors (http://www.icmje.org/ethical_1author.html) were fulfilled. These are: (1) substantial contributions to conception and design, acquisition of data, or analysis and interpretation of data. (2) drafting the article or revising it critically for important intellectual content. (3) final approval of the version to be published. If there is a **substantial** intellectual or scientific contribution to the paper it is expected that co-authorship will be credited to the relevant member of the CSTAR consulting team provided they have filled the other two criteria. Payment cannot be used as a substitute for co-authorship, nor will co-authorship be accepted in lieu of payment.

9. General

- (a) No waiver of or amendment to any term or condition of these terms of business will be effective unless it is made or confirmed in writing signed by the CSTAR Director and our client.
- (b) We hope that our client will not have any cause for complaint. If, however, our client do have any problem or complaint about us, please raise it in the first instance with the CSTAR consultant that has been allocated to your project and, if the issue cannot be resolved, with the Director of CSTAR.
- (c) We will be at liberty to destroy all files and papers six years after the conclusion of the matter to which they relate, unless our client request otherwise in writing.
- (d) These terms of business set out the rights and obligations of our client and CSTAR (acting through its representative institution University College Dublin) only. Nothing in these terms of business shall confer or purport to confer any benefit or the right to enforce any term of these terms of business on a third party, other than paragraph 7(c).

10. Governing Law and disputes

- (a) These terms of business will be governed by and interpreted in accordance with the laws of Ireland.
- (b) Any dispute arising out of these terms of business or the provision of our services to our client will be submitted in the first instance to voluntary mediation under the auspices of the Centre for Dispute Resolution, Dublin, and if mediation is not successful, then to arbitration by an arbitrator mutually agreed between us. A dispute relating to the amount of our fees, disbursements or expenses shall be submitted to the exclusive jurisdiction of the High Court.