

**This is a Sample Draft Medical Partnership Document only
and legal and taxation advice should be taken in each individual case
by Practitioners intending to enter into a partnership and prior to completion
of the Draft Sample Partnership Agreement**

THIS PARTNERSHIP AGREEMENT is made the [] day of [] Two Thousand and [] between [Dr. A] of [], Medical Practitioner of the one part and [Dr. B] of [], Medical Practitioner of the other part.

WHEREAS the said [Dr. A] has for many years carried on his practice as registered Medical Practitioner and General Practitioner at the premises at [] (hereinafter called "the Practice").

AND WHEREAS the said [Dr. A] in the year [] employed the full time services of the said [Dr. B] as an assistant in the Practice and has agreed that he would take the said [Dr. B] into Partnership on the [] day of [], [] in the Practice¹ on the terms and conditions and under and subject to the provisions hereinafter contained.

NOW THIS INDENTURE WITNESSETH as follows;

1. The Parties hereto will carry on the profession of registered Medical Practitioners and General Practitioners under the style of "[Dr. A and Dr. B]" and they are hereinafter called "the Partners".

Commencement

2. The Partnership shall commence on the [] day of [], [] and subject to the provisions for retirement, expulsion and dissolution hereinafter contained shall continue for a period of [] years and thereafter from year to year during the joint lives of the Partners but subject to the provisions hereinafter contained.

3. **Payment of Goodwill**

In the event that another Partner is admitted to the Partnership within [] years from the [] of [], [] and such new Partner is required to make a payment in respect of Goodwill, the Goodwill shall be divided equally between the existing Partners.²

Surgery and Consulting Rooms

4. The Partnership Practice shall be carried on at the Surgery and Consulting Rooms at [] or at such other Surgery and Consulting Rooms as shall be agreed upon by the Partners and the said Surgery and Consulting Rooms shall be accessible at all reasonable times to either Partner.

Licence

5. [Dr. A] has acquired rights to a tenancy in respect of the practice premises however it is agreed that the parties hereto shall endeavour to obtain a tenancy in the name of the partnership. Pending such tenancy the following provisions shall apply.

¹ Accountants advice should be taken in relation to commencement date

² Please note Goodwill may not be charged in respect of GMS component of practice

[Dr. A] hereby grants a Licence of the Surgery and Consulting Rooms to [Dr. B] on the following basis:

- (a) the Surgery and Consulting Rooms will during the continuancy of this licence be available to [Dr. B] during the hours of 7.00 a.m. to 10.00 p.m. Monday to Saturday.
 - (b) **IT IS HEREBY CONFIRMED** that this Licence Agreement is personal to [Dr. B].
 - (c) This Licence may be determined by either party giving to the other not less than six weeks prior notice in writing but this Licence shall not be so determined as long as the Partnership between the parties continues save by mutual consent of the parties hereto.
 - (d) This Licence is subject to the option to acquire referred to hereinafter.
6. For the purpose of this Agreement all outgoings on the said Surgery Rooms and Consulting Rooms, all insurance premiums paid in connection with the existing or former practice of [Dr. A] and all accruing liabilities of such existing or former practice shall be apportioned at the commencement date on a time basis between [Dr. A] and the Partnership.
7. All furniture, fittings, medical and surgical instruments, implements or pharmacy stock of medicines and fixtures in the said Surgery and Consulting Rooms on the [] day of [], [] solely belonging to [Dr. A] shall be transferred to the Partnership at a valuation to be agreed by the parties and shall become Partnership property in the shares following, that is to say, [Dr. A] 50% and [Dr. B] 50%, and kept at the said Surgery and Consulting Rooms.

Drawings

- 8(i). Each of the Partners shall be entitled to draw out of the Partnership Bank Account a monthly sum as agreed between the parties on account of his share of the profits and reasonably related thereto. If any profit and loss account of the Partnership shall show that in the period covered by the account any Partner drew pursuant to the foregoing provisions hereof in excess of his share of the profits for that period such Partner shall repay the excess forthwith and in default of such repayment be debarred from further drawings until he shall have made good such over drawing.
- (ii). The Partners shall be respectively entitled to the Partnership property (subject to clause 6 hereof) and a division of the gross profit of the Practice as agreed on and from the [] day of [], [] as the Partners shall from time to time decide or see fit and meanwhile in the following shares that is to say;
- (a) That [Dr. A] shall be entitled to [] per cent thereof and [Dr. B] to [] per cent thereof for the year ending the [] day of [], [] (12 months from the commencement of the Partnership Agreement).

- (b) That [Dr. A] shall be entitled to [] per cent and [Dr. B] to [] per cent respectively for the year ending the [] day of [], [] (in this case for the second year of the Partnership).
- (c) That [Dr. A] shall be entitled to [] per cent and [Dr. B] to [] per cent respectively for the year ending the [] day of [], [] (in this case for the third year of the Partnership).
- (d) That [Dr. A] shall be entitled to [] per cent and [Dr. B] to [] per cent respectively for the year ending the [] day of [], [] (in this case for the fourth year of the Partnership) and for each successive year thereafter.

(iii). **Variation of Share of Profits**

Subject to Clause 32.1 hereof the Partners may vary the percentage share of profits in the Partnership from time to time by resolution of the Partners such resolution to be confirmed by all the Partners in writing together with the percentage shares of profits held by each Partner.

(iv). **Allocation to New Partner**

Subject to Clause 29 hereof on the admission of a person to the Partnership the Partners shall allocate to him/her such percentage share of profits as may be agreed by all the Partners for any Accounting Period or part thereof and the aggregate percentage share of profits shall be revised accordingly.

(v). **Reduction for Outgoing Partner**

On a Partner leaving the Partnership (an "Outgoing Partner") the aggregate percentage share of profits shall be revised by the percentage share of profits of the Outgoing Partner.

Partnership Property

9. [Subject to Clause 9.1 hereof] all fees and all monies paid or given to either Partner respectively for professional services and the emoluments (whether by fee, salary or otherwise) of every professional office or appointment now or hereafter held by the Partners or either of them respectively, shall be Partnership property; but legacies (whether pecuniary or otherwise) and gifts of specific chattels (valued at not more than €500 in any particular instance) shall be retained by and shall be the separate property of the Partner to whom the same shall have been given or bequeathed.

- 9.1 This Partnership shall not extend to work carried out for [Doc / Co-operative] which shall be deemed to be the Doctor's individual income and not income of the practice.

10. All expenses, outgoings, debts, losses or liabilities which shall be incurred, in carrying on the practice shall (except as otherwise herein provided) be borne and paid for out of the funds of the Partnership and in the case of a deficiency thereof, by the Partners in the proportions to which they for the time being are respectively entitled of the net profits of the Partnership.

Motor Vehicle

11. Each Partner shall at his own expense provide, obtain, adequately insure and keep such motor vehicle or motor vehicles as shall be necessary to enable him to efficiently perform his duties in attending to the Practice and in this regard each Partner shall keep a record of the vehicle expenses in relation to the Practice which shall be borne and paid out of the Partnership funds such vehicle expenses shall be those in respect of a motor vehicle not exceeding engine size of two litres.

Bankers

12. The Bankers of the Partnership shall be [], [Branch] or such other Bank as the Partners may from time to time agree. All monies belonging to the Partnership or received by the Partners on an account thereof including all cash sums received from patients shall as received be paid forthwith to the credit of the Partnership account in such Bank. One partner may sign cheques to a value of €500 and for cheques in excess of that amount two partners shall be required to sign.

Books of Account

13. Proper books of account shall be kept by the Partners and entries made therein of all attendances upon patients of the Partnership and medicines supplied over an agreed value to patients and of all other matters, transactions as are usually entered in the books of account kept by persons engaged in like practice and such books of account together with all letters, bills, papers, patients records and other documents in relation to the said practice shall be kept at the Surgery and Consulting Rooms for the time being of the Partnership and shall be open at all times to inspection and examination by each Partner or his Auditors who may examine and take copies of the same if desired but they shall remain the property of the Partnership.

Accountants

14. As of the [] day of [] [] (one year from the commencement of the Partnership Agreement) and as of the [] day of [] of each succeeding year during the continuance of the Partnership an account shall be taken by [] of [] or by some other Chartered Accountants to be agreed upon by the Partners as soon as practicable after the end of each year of all the capital assets and liabilities for the time being of the Partnership and a balance sheet and profit and loss account making due allowance for depreciation and for recouping any lost capital shall be prepared by such Accountants and a copy thereof shall be furnished to each of the Partners who shall be bound thereby unless manifest error shall have been found therein within three calendar months in which case such error shall be rectified. Immediately after the preparation of the said balance sheet and profit and loss account the net profits (if any) shown by the Accountant shall be divided in accordance with the terms of this Agreement subject to retention by the Partnership of adequate capital or cash funds to enable the Partnership to operate.

Holidays

15. (a) Each Partner shall be entitled to take holidays of not more than (5) weeks in the whole of each year at such time or times as the Partners may decide provided that a Partner shall not take (4) weeks consecutive holidays at any time unless otherwise agreed by the other Partner. No Partner shall be entitled

without the consent of the other Partner to carry forward to a later year any period of holiday not taken by him in an earlier year and in general Partners holidays shall be taken at different times.

(b) Absence from the Partnership Practice by reason of temporary illness shall not be reckoned as a holiday.

16. No Partner shall take up any other gainful appointment or position or carry out any professional or other duties (save for the benefit of the Partnership and on the basis that all fees and emoluments monies or rewards arising thereby shall belong to the Partnership) without the consent of the other Partner.

Absence due to Pregnancy/Illness/Injury

17. If either party shall be incapacitated by pregnancy or illness or injury for a period not exceeding 26 consecutive weeks or for a total of more than one hundred and eighty-three days during the salary of any assistant engaged to carry out his duties shall be paid out of the Partnerships profits. In the event of any Partner being absent from the Practice for a longer period than 26 consecutive weeks or more than one hundred and eighty-three days during any period of twelve consecutive calendar months then the remuneration of any assistant engaged (except for the first 26 weeks of such pregnancy, incapacitation, or illness) shall be paid by such Partner out of her/his own share of the profits of the Partnership.

18. All Partners shall employ themselves diligently in the business of the Partnership and use their utmost endeavours to promote the interest thereof and shall both during their partnership and hereafter shall be just and faithful to each other and shall treat all the affairs of the Partnership on a confidential basis save to the extent that information may by law be required to be given to other parties including Revenue Authorities and the Health Service Executive.

20. The Partners shall be just and faithful to each other and shall furnish to each other in writing when required details of all matters and transactions relating to the Partnership and the Partners agree during the term of the Partnership and for 3 years thereafter to comply with all relevant ethical guidelines affecting their profession including the Guide to *Professional Conduct and Ethics for Registered Medical Practitioners – 7th Edition* (including any amendment thereto from time to time) published by The Medical Council (2009).

Insurance

21. Each Partner at all times shall be a member of a recognised Medical Defence Organisation or keep themselves otherwise adequately insured during the term of the Partnership and for the term of six years after dissolution or termination of the Partnership and shall disclose to the other Partner all claims or other material matters affecting him or his membership of such organisation or the Partnership and shall fully indemnify the other Partner and the Partnership assets against all damages, claims and demands whatsoever arising by reason of his negligence or lack of care in carrying on practice.

22. **Termination**

22.1 If either party shall;

- (a) Make, draw, accept or endorse any bill of exchange, promissory note or give any security in the name of the Practice (except on account of the Partnership business and with the consent of the other Partner while carrying on same in good faith);
- or (b) suffer his share of the Partnership property to be charged within the meaning of the Partnership Act 1890 for his separate debts;
- or (c) fail to account for money received by him in respect of any Partnership transaction after being required so to do by the other Partner;
- or (d) act in any other respect contrary to the good faith which ought to be observed between Partners;
- or (e) become incapable or unfit by reason of lunacy, unsoundness or weakness of mind or otherwise to take his part in the management of the Partnership practice;
- or (f) suffer his name to be removed from the Register of Medical Practitioners or have his licence withdrawn by the Medical Council or have his continuance in practice made subject to material conditions fixed by such Council which materially affect the Partnership;
- or (g) be convicted of an indictable offence other than an offence under the Road Traffic Act 1961 (as amended);
- or (h) be guilty of habitual insobriety or a flagrant immoral behaviour likely to prejudice the Partnership Practice or of any grave breach or persistent breaches of the ethics or etiquette of the Medical Profession or of any other behaviour or conduct likely to have a serious and damaging effect on the Partnership Practice;
- or (i) shall absent himself from the Partnership Practice without proper and reasonable cause and without the consent of the other Partner for more than ten days in any period of twelve calendar months.

THEN the other Partner shall have the power to terminate the Partnership and expel the Partner so offending on giving to the offending Partner notice in writing of his intention to do so or on leaving in the same for him at his last known place of residence in Ireland or at the Surgery and Consulting Rooms at which the said business shall for the time being be carried on and unless otherwise mutually agreed notice of such termination of Partnership shall be advertised in newspapers circulating in the County of Dublin and in the case of the Partner so offending refusing to sign such Notice of Termination to be published in the said newspapers circulating in the County of Dublin the other Partner shall be at liberty to sign the same in the name of the Partnership.

22.2 If any question shall arise whether a case has happened to authorise the exercise of this power such question shall be referred to Arbitration under the power for that purpose hereinafter contained.

22.3 If the matter is decided in favour of the outgoing Partner he shall have the option to be exercised by notice in writing given to the other Partner within fourteen days after notice of decision shall have been given to him of either

continuing to be a Partner or of ceasing to be a Partner in which case the provisions as to the purchase of the share of the outgoing Partner shall apply as if he had died.

22.4 On termination and / or retirement Goodwill in relation to the Practice's private patients shall be determined by agreement between the parties. In the event that the parties cannot reach agreement then the matter shall be referred to an independent Arbitrator nominated by the President of the Irish Medical Organisation in accordance with and subject to the provisions of the Arbitration Act 2010 or any statutory modification, amendment, replacement or re-enactment thereof for the time being in force and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of this Deed) and the finding of such Arbitrator shall be binding upon the parties.

Retirement

23. On or after the [] day of [] [], either of the parties hereto shall have the right to retire from the Partnership upon giving to the other not less than six months notice in writing of intention so to retire, upon such retirement the remaining partner shall have the option to purchase the interest of the retiring partner as herein contained.

24.(i) A Partner (unless otherwise agreed) shall be deemed to retire from the Partnership;

(a) On the accounts date next following his (sixty-fifth) birthday;

(b) on the expiry of not less than one months notice in writing expiring on any day requiring him to retire given to him at a time when in the opinion of the other Partner by reason of illness, injury or other grave and material cause he is unable to perform his duties as a Partner and has been so unable throughout the period of four calendar months immediately preceding the service of the notice or for more than six calendar months during the period of 12 months immediately preceding such service unless before the expiry of such notice he resumes his practice duties to the reasonable satisfaction of the other Partner;

(c) on the service upon him of notice in writing requiring him to retire at any time after he has become or has been found to be of unsound mind or incapable of engaging the practice of medicine;

(ii) A partner may after retirement be appointed Consultant or part-time Consultant to the Practice for such term as may be agreed and a rate of remuneration as may be decided.

Options to Acquire

25. Upon death the surviving Partner shall acquire the outgoing Partner's share of the partnership capital and assets (including goodwill) as set out herein. It is agreed that the parties hereto shall obtain and maintain personal insurance policies and each such insurance policy shall be cross assigned between the parties. It is further agreed that on the death of one of the Practising Partners, Goodwill will have a monetary value

and the cross-assigned personal Insurance Policy shall be encashed by the remaining Partner and used to buy out the deceased Partner's Personal Representatives. In the event that the partnership has acquired an interest in property then the cross-assigned personal insurance policy shall also be used to buy out the deceased Partner's interest in respect of the practice premises. The Life Assurance Policies shall be kept at a value which is above or equal to the aggregate value of each Partners' share of Goodwill and share of the Practice premises.

26. The following provisions shall apply if on the death, retirement or termination of a Partner the remaining Partner shall exercise the option hereinbefore contained to acquire the outgoing Partners share of the Partnership assets;
- (i) An account shall be taken by the Accountants to the Practice at the relevant date (the succession date) and the outgoing Partner's share of the Partnership capital and assets shall vest in the remaining Partner with effect from the succession date and each party hereto agrees to complete all necessary documents to give effect to this provision.
 - (ii) Any unpaid interest (if any) which has accrued on the outgoing Partners capital to the succession date shall be paid to him immediately and any undrawn balance of the outgoing Partners share of the net profits of the Practice to the succession date shall be paid to him within 3 months of the amount thereof having been ascertained.
 - (iii) The remaining Partner shall pay and discharge all debts and liabilities of the Partnership at the succession date except any debt or liability in respect of income tax attributable to the outgoing Partner's share of the profits of the Partnership and except any debt or liability in respect of any claim arising from any wrongful act or omission of the Partners to the extent that such claim is not covered by insurance and shall keep the outgoing Partner and his estate in effect indemnified against such debts and liabilities except as aforesaid and all actions, proceedings, costs, claims and demands in respect thereof.
 - (iv) The outgoing Partner shall accordingly be entitled to receive in respect of his share of the Partnership assets a purchase price equal to the value thereof after deducting therefrom his share of the debts and liabilities of the Partnership at the succession date except any debts and liabilities in respect of income tax or any claim arising from any wrongful act or omission of the Partners or either of them.
 - (v) For the purpose of sub-paragraph four hereof the value of the Partnership assets other than goodwill shall be agreed between the outgoing Partner and the remaining Partner or in default of such agreement shall be assessed by a Valuer to be nominated by them or in default of such nomination to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors. In agreeing or assessing the value of any freehold or leasehold property belonging to the Partnership account shall be taken of any value attributable to the fact that such property is specially adapted or suitable

for use for the purposes of a Medical Practice but any value attributable to the fact that the property has been used for such purposes shall be ignored.

- (vi) The expenses of any professional valuation shall be borne by the outgoing Partner and the remaining Partner in the proportions in which they were entitled to share in the profits of the Practice immediately prior to the succession date.
- (vii) The purchase price (together with interest on the amount or balance thereof for the time being outstanding at the AAA overdraft rate or its equivalent) shall be paid to the outgoing Partner by the remaining Partner within 6 months after the succession date. The liability of the remaining Partner is to pay such purchase price (together with interest as aforesaid) and the parties liability under the indemnity provided for in sub-paragraph (iii) hereof shall be joint and several but as between themselves the parties shall bear the amount of such purchase price and interest and any liability arising under such indemnity in the shares in which they share net profits after salaries at the succession date.
- (viii) The outgoing Partner shall deliver to the remaining Partner all books of account, records, letters and other documents in his possession relating to the Partnership Practice but during the period of (15) months following the succession date the outgoing Partner or his duly authorised agent shall be permitted to inspect by appointment the books of account, records, letters and other documents of the Partnership Business so far as they relate to any period proceeding the succession date.
- (ix) The outgoing Partner shall sign, execute and do all such documents, deeds, acts and things and the remaining Partner may reasonably request for the purpose of enabling the remaining Partner to recover and get in the outstanding assets of the Partnership or for the purpose of appointing a new Trustee of any Partnership property or for the purpose of conveying, assigning or transferring to the remaining Partner any of the Partnership property which may be prior to the succession date is vested in the outgoing Partner as one of the Partners or in trust for the Partnership.

Restrictive Covenant

- 27. In the event of the retirement or expulsion of either party the Partner so retired or expelled agrees that he will not for a period of one year after such retirement or expulsion directly or indirectly solicit or attempt to solicit the patients of the other Partner and that he will not moreover set up or engage in or attempt to set up or engage in the general practice of medicine as General Practitioner within an area defined by a radius of 1.5 miles centred on the practice premises.
- 28. All valuations shall be made by independent valuers by whom each party is represented who shall appoint one referee of such valuers (who shall be appointed by the valuers prior to the making of the valuation) in the event of disagreement.

29. **Admission of New Partners**

The admission of a new Partner to the Partnership and the terms of such admission shall be evidenced by a deed supplementary to this Deed, executed by the new Partner and by all of the other Partners to the intent that the terms of this Deed shall after such admission, continue to govern the Partnership, notwithstanding such admission, subject to any provisions to the contrary in any such supplementary Deed. The other Partners shall indemnify the new Partner against all debts and liabilities of the Partnership existing at the date of admission and against any claim against the Partnership arising from any act or omission which has occurred prior to that date.

30. **Power of Attorney**

In consideration of the mutual covenants of the Partners herein contained each of the Partners hereby irrevocably appoints the other Partners or any and each of them severally his/her attorneys and attorney for the purpose of signing, executing and doing all notices, documents deeds and acts and things which in accordance with the provisions set out in clause 20 or any requests made pursuant to those provisions or any time require to be signed, executed or done by him/her.

31. **Notices**

31.1 Notices and other written communications made pursuant to the terms of this Deed, unless otherwise specified, shall be sufficiently given to or served on the person to whom it is sent if it is personally delivered or is sent by registered letter addressed to that person at his last known address in Ireland. Any notice so given shall be deemed to have been delivered upon the day of delivery if delivered personally or at the expiration of two days if posted. The parties may change the address to which notices are to be sent by giving notice thereof in the manner described.

31.2 Where the Partnership is dissolved, either as regards all the Partners or as regards some or one only of the Partners, all the Partners or the Continuing Partners, as the case may be, shall forthwith advertise the dissolution in no more than two major newspapers circulating in the County of Dublin and if applicable, shall notify the register of business names of the change in details of the business name(s) registered by the Partnership.

32. **Variation**

32.1 **Variation of Deed of Partnership**

This Deed may not be released, discharged, supplemented, amended, varied or modified in any manner except by Resolution of the Partners and such Resolution shall be signed by all of the Partners.

32.2 **Not to Prejudice Rights**

No variation pursuant to this clause 26 shall take effect so as to prejudice the rights of a person who is an Outgoing Partner at the time the variation takes effect.

32.3 **Amendment of Deed**

Upon any variation of this Deed amendments shall be made to the relevant page or pages or a new page or new pages shall be inserted in the Deed and in either case shall be signed by all the Partners and a copy of the page or pages as amended or substituted shall be supplied to each Partner as soon as practical after signature.

33. **Forbearance and Waiver**

The rights of a Partner will not be prejudiced or restricted by any indulgence or forbearance extended to another Partner or Partners, and no waiver by a Partner in respect of any breach will operate as a waiver in respect of any subsequent breach. No failure or delay by a Partner in exercising any right or remedy will operate as a waiver thereof, nor will any single or partial exercise or waiver of any right or remedy prejudice its further exercise or the exercise of any other right or remedy.

34. **Dissolution**

34.1 **Dissolution of Partnership**

The Partnership may not be dissolved by the notice of one partner under section 26(1) or section 32(c) of the Partnership Act 1890 but may be subject to a General Dissolution by a Resolution of all of the Partners due notice of six months having first been given unless otherwise agreed by all the Partners.

34.2 **General Dissolution**

Upon the general dissolution of the Partnership the assets of the Partnership shall be sold or realised as soon as practicable and the proceeds applied in the following manner:

34.2.1 first, in paying and discharging the debts and liabilities of the Partnership and the expenses of and incidental to the winding up of the affairs of the Partnership any deficiency being contributed rateably by the Partners in the proportions in which they share profits immediately prior to the dissolution;

34.2.2 second, in paying to those Partners, who have made advances, the amount of such advances (together with any interest accrued on same up to the date of dissolution) and as between such Partners rateably according to the total of such advances, any deficiency being contributed rateably by the Partners in the proportions in which they shares profits immediately prior to the dissolution;

34.2.3 third, in repaying to the Partners rateably what is due to them in respect of capital; and

34.2.4 last, in paying any surplus to the Partners in the proportions in which they share profits immediately prior to dissolution.

34.3 **Facilitating Realisation of Assets**

The Partners and Outgoing Partners shall execute do or concur in all necessary or proper instruments acts matters and things for effecting or facilitating the sale and realisation of the assets of the Partnership and the due application and division of the proceeds thereof and for their mutual release or indemnity or otherwise.

34.4 **Use of Partnership Name**

No Partner shall be entitled to carry on business after the date of the General Dissolution under the Partnership name, unless and to the extent that he or she shall have been authorised to do so by all of the other Partners.

34.5 **Advertisement of Dissolution**

The Partnership is dissolved, either as regards all the Partners or as regards some or where one only of the Partners, all the Partners or the Continuing Partners, as the case may be, shall forthwith advertise the dissolution in *Iris Oifigiúil* and if applicable, shall notify the register of business names of the change in details of the business name(s) registered by the Partnership.

35. **Mediation, Arbitration and Governing Law**

35.1 All disputes and questions whatsoever which shall either during the term of the Partnership or afterwards arise between the Partners or their representatives or between any Partners or Partner and the representatives of any other deceased Partner touching this Deed or construction or application thereof or any clause or thing herein contained or any amount valuation or division of assets, debts or liabilities to be made hereunder or as to any act, deed or omission of any Partner relating to the Partnership or as to any other matter in any way relating to the Partnership business or the affairs thereof or the right duties or liabilities of any persons hereunder shall be referred to mediation by a single mediator to be nominated by all the persons in dispute or in default of agreement on the application of any such Partner by the President for the time being of the Irish Medical Organisation.

35.2 If the dispute is not resolved within [3/6] months of the appointment of the mediator, then unless otherwise agreed by all the persons in dispute, the dispute shall be referred to a single arbitrator to be nominated by all the persons in dispute or in default of agreement on the application of any such Partner by the President for the time being of the Irish Medical Organisation in accordance with and subject to the provisions of the Arbitration Act 2010 or any statutory modification, amendment, replacement or re-enactment thereof for the time being in force and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of this Deed).

35.3 The arbitrator shall provide a reasoned award which shall be final and binding on the parties and not subject to appeal. Each party shall bear its own costs in relation to the arbitrator unless the arbitrator determines otherwise.

35.3 Every or any such reference submitted to mediation and, if applicable, to arbitration shall be conducted in Dublin, Ireland and in the English language.

35.4 This Deed shall in all respects be governed by and construed in accordance with the laws of Ireland.

IN WITNESS whereof the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

SIGNED SEALED AND DELIVERED

by the said **[DR. A]**

in the presence of :-

SIGNED SEALED AND DELIVERED

by the said **[DR. B]**

in the presence of :-

Dated the _____ day of _____ 20____

[DR. A] _____
One Part

- and -

[DR. B] _____
Other Part

PARTNERSHIP AGREEMENT