



**BREVIK CCS**

**CONTRACT AGREEMENT**

**C3 STEEL PACKAGE**

The contract is drawn up in 2 - two copies, one for each of the parties.

## **Contract Agreement**

### **Between Norcem AS as Construction Client**

Organization number: 934 949 145  
Address: Setrevegen 2  
3950 Brevik  
Telephone number: +47 35 57 20 00  
E-mail: [brevik@norcem.no](mailto:brevik@norcem.no)

### **and XX as Contractor**

Organization number:  
Address:  
  
Telephone number:  
E-mail:

an agreement has been entered into for the execution of the following building and construction work, hereinafter referred to as the contract work:

### **C3 Steel package**

The contract work shall be carried out in accordance with the descriptions and provisions in this agreement document with appendices.

Norwegian Standard (NS) 8405: 2008, Norwegian building and construction contract with the following changes and supplements applies to this contract:

## 1. Definitions (8405 point 2)

### 1.1. GSA (new NS 8405 point 2.6)

The following is inserted as a new point 2.6 and further numbering in point 2 is shifted accordingly:

#### **GSA**

*The support agreement between Norcem AS and the OED dated 01.01.2021.*

## 2. Contractual documents (8405 point 3)

### 2.1. Contractual documents (NS 8405 point 3.1.)

NS 8405, point 3.1 is deleted and replaced by the following:

The contract consists of the following contract documents in this order:

- a) Contract Agreement (this document)
- b) Attachment 1 – Basis of contract including appendixes dated 11.07.2022
- c) Attachment 2 – The Contractor’s tender dated XX
- d) Attachment 3 – NS 8405 (general contractual provisions)

### 2.2. Contradictions/inconsistencies (NS 8405 point 3.2)

If the contract documents contain conflicting provisions, they shall apply in the order specified in section 2.1.

If there is a conflict between the documents mentioned in 2.1 b), the description before the drawings applies. Execution that is only stated on the drawing, but which should have been stated in the description or quantity list, is not covered by the contract.

If there is a conflict between provisions in the individual document group mentioned in section 2.1, special provisions take precedence over general provisions, and provisions prepared separately for the contract take precedence over standardized provisions.

## 3. The parties representatives (NS 8405 point 6)

### 3.1. Contractual relationship

Construction Client	
Name:	Tor Gautestad
E-mail:	<a href="mailto:tor.gautestad@norcem.no">tor.gautestad@norcem.no</a>
Telephone:	977 62 925
Title:	Project Manager

Contractor	
Name:	
E-mail:	
Telephone:	
Title:	

### **3.2. Authorities (NS 8405 point 6)**

The following is added as a new paragraph:

*The contractor, or the person acting on his behalf, is obliged to familiarize himself with the relevant delegation and authorization provisions that apply to the client's representative at all times. This is sent after signing the contract.*

## **4. Security**

### **4.1. General provisions (NS 8405 point 9.1)**

NS 8405 point 9.1 is deleted with regard to the Construction Client's duty to provide security: The Construction Client does not provide security.

### **4.2. Contractor's security (NS 8405 point 9.2)**

Security shall be provided by a bank, insurance company or other credit institution approved by the client.

The following is added in the last part of the first paragraph:

*The Contractor shall propose to the client which bank, insurance company or other credit institution it wishes to provide security on behalf of the Contractor. The Construction Client must then either give his consent to or refuse to give consent to the proposal from the Contractor. Consent can only be refused if the Construction Client has reasonable grounds to fear that the bank, insurance company or other credit institution in question will not be able to fulfil its obligations to the client under security.*

The following is added as a new last paragraph:

*The design of the guarantee declaration must be approved by the Construction Client.*

### **4.3. Construction Client's security (NS 8405 point 9.3)**

The point is deleted in its entirety.

## **5. Insurance (NS 8405 point 10)**

### **5.1. Control (NS 8405 point 10.3)**

The first sentence in point 10.3 is deleted and replaced by the following:

*The Contractor shall submit to the Construction Client the certificates for insurance of the contract work and liability insurance no later than 14 days after the signing of the contract.*

## **6. Conditions on the construction site**

### **6.1. Requirements for pay and working conditions (new point 12.8)**

The following is included as a new point 12.8:

#### **12.8 Requirements for pay and working conditions**

*The Contractor and subcontractors (including staffing companies) are obliged to have pay and working conditions that are not inferior to those that follow from the current working environment legislation, generalization regulations or nationwide collective agreement for the industry in question. This only applies to workers who directly contribute to the fulfilment of the Contractor's obligations under the agreement.*

*In work areas that are not covered by general regulations or nationwide collective agreements, the Contractor shall look at local collective agreements in the same work area and determine wage and working conditions that are not inferior to these. If there are no such local agreements, the Contractor shall refer to generalized or nationwide collective agreements for similar work areas and determine wage and working conditions that are not inferior to these. Wages and working conditions include provisions on working hours, wages, mandatory occupational pensions, overtime supplements, shift and shift supplements and inconvenience supplements, and coverage of travel, food and lodging expenses.*

*If the requirement for pay and working conditions is not complied with, the Construction Client has the right to withhold parts of the contract amount until it is documented that the relationship was or has been rectified. The amount that is withheld shall correspond to approx. 2 times the savings for the employer.*

*If the breach has occurred at the subcontractor, the Construction Client may demand that the Contractor replace the subcontractor. This shall be done at the Contractor's expense and risk.*

*In the event of a breach of obligations under this provision that is not of an insignificant nature, the Construction Client may stop the work at the Contractor's expense and risk or terminate the contract. Even if the Contractor or subcontractor addresses the workers, this does not prevent the Construction Client from raising. The Contractor's delay as a result of stopping entitles the Construction Client to a possible daily fine in accordance with the Contract's provisions on delayed delivery. If the Construction Client terminates the contract with the Contractor, the Construction Client may demand to have the Contractor's contracts with subcontractors transported to him.*

*Violation of obligations under this provision entitles the Construction Client in any case to a proportionate price reduction. When assessing what constitutes a proportionate price reduction, special emphasis shall be placed on the severity, extent, duration, and significance of the breach for the Construction Client, including the significance for the Construction Client's reputation.*

*The Construction Client, or any third party engaged by the Construction Client, has the right to inspect documents, and the right to carry out other investigations, which makes it possible for the Construction Client to carry out checks that the requirement for pay and working conditions is complied with.*

*The Contractor is obliged to participate in the inspection free of charge, including to submit all requested documentation. The duty to participate and documentation also includes subcontractors.*

*The Contractor is obliged to have a corresponding contract provision in his contracts with subcontractors and shall carry out the necessary checks with his subcontractors to ensure that the obligation is complied with.*

*Salaries, settlements and other remuneration to own employees, employees of subcontractors, hired and independent contractors shall be paid to the individual bank account.*

*All agreements the Contractor enters into for the performance of work under this contract shall contain a corresponding provision.*

## **6.2. Internal control. Health, Safety and Working Environment (SHA) (New point 12.9)**

The following is included as a new point 12.9:

### **12.9 Internal control. Health, Safety and Working Environment (SHA)**

*The Contractor must comply with the working environment legislation in force at any given time with associated regulations, the Construction Client's SHA plan and the Construction Client's or coordinator's instructions. The Contractor is obliged to have an internal control system according to regulations on systematic health and safety and safety work in enterprises. Relevant parts of the Construction Client's SHA plan shall be incorporated into, and followed up through, the Contractor's internal control. The incorporation shall take place so that the provisions of the SHA plan can be identified.*

*Unless otherwise agreed, all the Contractor's key personnel in the project must understand and be able to make themselves well understood in Norwegian. The Contractor shall ensure that workers he and any subcontractors use can communicate in such a way that lack of communication does not constitute a safety risk.*

*At least one of the executive personnel on any work team must be able to understand and make themselves understood in Norwegian or English. If several perform tasks together, the person in question must also understand and make themselves understood in a language that all the others on the work team understand and can make themselves understood in. Language skills must be visualized e.g. with its own colour or flag on the helmet.*

*Everyone in the workplace must understand the SHA plan, safety training, HSE routines, safety protocols, safety instructions, SJA (Safe Job Analysis), safety data sheets and warning signs in the workplace, as well as operating instructions for tools and work equipment, etc. which the person in question uses in the work. The material must be available in a language the worker in question understands well, provided that the worker does not fully understand the information in Norwegian or English.*

*Everyone who performs work for the Contractor on the construction site must carry an easily visible and valid HSE card issued by the Norwegian Labour Inspection Authority. Order confirmation, application form, etc. is not accepted as an HSE card. The Contractor shall, at his own expense and risk, expel persons who do not have an HSE card.*

*All agreements the Contractor enters into for the performance of work under this contract shall contain a corresponding provision.*

*In the event of a breach of the above obligations, the Construction Client has the right to stop the work at the Contractor's expense and risk to the extent the Construction Client deems it necessary. The Contractor's delay as a result of stopping entitles the Construction Client to a possible daily fine in accordance with the contract's provisions on delayed delivery.*

*The Construction Client may terminate the agreement if the Contractor materially breaches the above obligations and does not rectify the situation within a reasonable time. In the event of repeated breaches, the Construction Client may terminate the agreement even if the Contractor corrects the circumstances. If the Construction Client terminates the contract with the Contractor, the Construction Client may demand that the Contractor's contracts with subcontractors be transferred to him.*

*In the event of a similar breach by the subcontractor, the Construction Client may demand that the Contractor replace the subcontractor. This shall be done at the Contractor's expense and risk.*

*All agreements entered into by the Contractor for the performance of work under this contract shall contain corresponding provisions.*

### **6.3. Requirements for documented occupational injury insurance (New point 12.10)**

The following is added as a new point 12.10:

#### **12.10 Requirements for documented occupational injury insurance**

*Before starting the contract, and later on request, the Contractor must document that all workers who perform contract work in Norway, for the Construction Client, are covered by occupational injury insurance.*

*Violation of the provision can be invoked by both the Construction Client and the individual employee as a basis for compensation to the Contractor.*



*All agreements the Contractor enters into for the performance of work under this contract shall contain corresponding provisions.*

#### **6.4. Reporting of foreign employees and workers (new point 12.11)**

The following is added as a new point 12.11:

##### **12.11 Reporting of foreign employees and workers**

*Assignments given to a foreign Contractor or subcontractor, and all workers on such an assignment, must be reported to the Tax Administration via the Assignment and Employment Registry in accordance with the Tax Administration Act § 7-6.*

*The Contractor is responsible for ensuring that such reporting takes place throughout the contract chain. The Contractor shall, upon request, document that the reporting obligation has been fulfilled by copying the registration form or receipt.*

*Any liability for taxes or fees, charges or coercive fines imposed on the Construction Client as a result of the Contractor not having complied with his obligations under this clause, is the Contractor's responsibility and shall be paid by him.*

*All agreements the Contractor enters into for the performance of work under this contract shall contain corresponding provisions.*

#### **6.5. Access to and transfer of data from the Contractor (new point 12.12)**

The following is added as a new point 12.12:

##### **12.12 Access to and transfer of data from the Contractor**

*The Contractor shall on building and construction projects where the Contractor is responsible for access control, give the Construction Client access to the registered information that is available in the Contractor's system for registration. The Contractor shall continuously transfer information to an electronic core system for follow-up of Contractors established by the Construction Client. Information that must be transferred as a minimum is unique identification of each person who is given access to the construction site, including time for check-in and check-out, and other information on the HSE card. This must be done at the Contractor's expense and risk.*

*On building and construction projects where the Construction Client has his own system for registration, the Contractor shall ensure that the persons who perform work on the building and construction site register in the Construction Client's system for registration. Registration must be done either on a fixed registration solution or, if the Construction Client requires it, using an application that is to be*



*installed on the Contractor's or the individual workers' smartphones / tablets. This must be done at the Contractor's expense and risk.*

*The Construction Client may demand that the pre-registration of persons who are to carry out work on the building or construction site shall take place directly into the core system for follow-up of contractors. Requirement of direct pre-registration does not entitle the Contractor to additional remuneration or other compensation.*

*Failure to register in advance or failure to register the persons who are to carry out work on the construction site will be fined NOK 750 for each breach. The amount is index-linked annually based on the consumer price index per. January 1, 2022. The contractor shall as far as possible re-register those who have been on the construction site without having registered. The imposition of a fine under this provision has no effect on the Construction Client's right to exercise other default powers.*

#### **6.6. Requirements for submission of crew lists and access to overview lists (new point 12.13)**

The following is added as a new point 12.13:

##### **12.13 Requirements for submission of crew lists and access to overview lists**

*Before starting work, the Contractor must send the Construction Client a list of which persons will carry out work on the construction or construction site, with a birth or D-number (11 digits). In the event of changes in the workforce, the Contractor shall send the Construction Client an updated crew list without undue delay.*

*The Construction Client shall at all times have the right to access an overview list of everyone who performs work on the building or construction site. The overview list shall be kept and checked daily in accordance with regulations on safety, health and working environment on construction or construction sites.*

#### **7. Limitation of numbers of subcontractors in link (NS 8405 point 15.1)**

The following is added to the point 15.1 as a new fourth paragraph:

*The Contractor may not have more than two linked subcontractors in a chain under him. Hiring of manpower is considered as one part. The Construction Client may accept several links if, due to unforeseen or special circumstances, it makes it necessary to carry out the contract work.*

*The Contractor's use of subcontractors, including hired labour, must be approved in writing in advance by the Construction Client. The Construction Client can only refuse use where he has objective grounds. The same applies to the replacement of subcontractors during the contract period. The Construction Client's approval does not change the Contractor's obligations to the Construction Client.*

*When entering into contracts with a subcontractor, the Contractor must obtain a tax certificate. Subcontractors with a business address in other EEA countries than Norway must obtain a corresponding certificate. The Contractor shall, at the request of the client, present the tax certificate.*

*The Contractor must at all times be able to document that subcontractors fulfil the provisions of the contract, including that they have fulfilled their obligations to the tax authorities. The above certificates for tax and value added tax must be available from the Contractor at all times. The certificates must not be older than six months old.*

*If the certificate is not presented or shows arrears that are not insignificant, the Construction Client may demand that the subcontractor be replaced at the Contractor's expense and risk if the matter is not rectified within a reasonable time, given by written notice.*

*Significant breach of this provision, which after written notice from the Construction Client is not rectified within a reasonable time, gives the Construction Client the right to terminate the contract or to demand a price reduction of up to 1 percent of the total remuneration for the contract work.*

*All agreements the Contractor enters into for the performance of work under this contract shall contain corresponding provisions.*

### **7.1. Violation of tax and duty obligations (new point 15.4)**

The following is added as a new point 15.4:

#### **15.4 Violation of tax and duty obligations**

*The Contractor and any subcontractors shall at all times fulfil their obligations to pay taxes and/or fees.*

*The Construction Client may at any time check the Contractor's and any subcontractors' fulfilment of obligations to pay taxes and/or fees.*

*If the Contractor does not insignificantly breach his obligations to pay taxes and/or fees, the Construction Client may, after the Contractor has been given a deadline to rectify, terminate the contract. If the Contractor materially breaches his obligations to pay taxes and/or fees, the Construction Client may terminate the contract without the Contractor being given a deadline to rectify. The right to cancel does not apply if the claim is formally disputed with the competent authority and the contractor can prove to the Construction Client that the claim is not justified.*

*If the Contractor's subcontractor does not insignificantly breach his obligations to pay taxes and/or fees, the Construction Client may, after the subcontractor has been given a deadline to rectify, demand that the Contractor replace his subcontractor as soon as possible at the Contractor's expense and risk. The right to demand replacement does not apply if the claim is formally disputed with the competent authority, and the Contractor can prove to the client that the claim*

*against the subcontractor is not justified. If the Contractor does not replace the subcontractor as it is obliged to replace, the Construction Client may terminate the agreement.*

*All agreements entered into by the Contractor for the performance of work under this contract shall contain corresponding provisions.*

## **7.2. Breach of contractual obligations - consequences for later competitions (new point 15.5)**

The following is added as a new point 15.5:

### **15.5 Breach of contractual obligations - consequences for later competitions**

*Violations of the obligations in this contract will be recorded and may be significant in later competitions, either in the qualifying or award rounds in accordance with the regulations for public procurement. All agreements entered into by the Contractor for the performance of work under this contract shall contain corresponding provisions.*

## **7.3. Audit (new point 15.6)**

The following is added as a new point 15.6:

### **15.6 Audit**

*The Construction Client, or external auditor hired by the Construction Client, can carry out an audit with the Contractor and any subcontractors in the period from the signing of the contract until the final invoice is paid to examine whether the contract requirements are met. This access also includes contracts and documentation in the underlying sections. All agreements entered into by the Contractor for the performance of work under this contract shall contain corresponding provisions.*

## **8. The content of the Construction Client's duty to participate (NS 8405 point 19)**

### **8.1. The Construction Client's Engineering (NS 8405 point 19.2)**

NS 8405 point 19.2 is supplemented with a new third paragraph:

*Drawings attached to the contract shall not be used as working drawings.*

### **8.2. Physical work surface and ground conditions (NS 8405 point 19.3)**

NS 8405 point 19.3 is supplemented with a new third paragraph:

*The Contractor shall use the documentation included in Attachment 1 Appendix B, technical description and prices, for pricing of the work. The documentation available here is binding and must be included in the Contractor's planning. In other basic conditions, NS8405 applies.*

### **8.3. Public permits (NS 8405 point 19.6)**

NS 8405 point 19.6 is supplemented with a new second paragraph:

*The Contractor shall obtain the permits required by law and public regulations for him to perform the contract work, for the construction of temporary structures, storage and use of special materials, etc., unless the Construction Client in the contract has expressly assumed this responsibility.*

## **9. Time for the Construction Client's participation (NS 8405 point 20)**

### **9.1. Agreed time for the Construction Client's participation (NS 8405 point 20.1)**

NS 8405 point 20.1 is supplemented with a new second paragraph:

*The Contractor may not demand earlier delivery than is deemed necessary and reasonable, normally not earlier than 14 days before the execution of the work operation. Minor additions to the substrate must be expected right up to the time of execution.*

## **10. Changes (NS 8405 point 22)**

### **10.1. The Construction Client's right to impose changes on the Contractor (NS 8405 point 22.1)**

NS 8405 point 22.1 third paragraph and second sentence is deleted and replaced by the following:

*Unless otherwise agreed, the Construction Client may not impose on the Contractor changes beyond 20% net addition to the contract amount.*

## **11. Extension of deadline (NS 8405 point 24)**

### **11.1. The Contractor's claim for an extension of the deadline as a result of the Construction Client's circumstances (NS 8405 point 24.1)**

NS 8405 point 24.1 is supplemented with a new second paragraph:

*The Contractor shall in his progress planning assume that the sum of changes results in an increase in the consideration of up to 20% of the contract sum without him being entitled to an extension of the deadline. If this limit is exceeded, only the volume in excess of a 20% increase provides a basis for an extension of the deadline.*

### **11.2. Calculation of deadline extension (NS 8405 point 24.5)**

NS 8405 point 24.5 is supplemented with a new third paragraph:

*When calculating the extension of deadline, account shall be taken of the progress effect of any work that has not been or will not be carried out.*

## **12. Adjustment of remuneration (NS 8405 point 25)**

### **12.1. The Contractor's claim for adjustment of remuneration (NS 8405 point 25.3)**

The requirements for special notice and ongoing notification in NS 8405 section 25.3, second paragraph, letters A and fourth paragraph, do not apply to remuneration adjustments for capital benefits, rigging, operation and dismantling.

Instead of the second paragraphs point A and fourth paragraph, the following provisions apply for remuneration adjustment for capital benefits, rigging, operation and dismantling:

*If the Contractor has not received an extension of the deadline, a compensation adjustment is made according to the formula for unchanged construction time. If the contractor has been granted an extension of the deadline, a remuneration adjustment is made according to the formula for changed construction time.*

#### Unchanged construction time

*If the price of net remuneration adjustments as a result of conditions described in NS8405 section 25.2 at unchanged construction time does not exceed 10% of the contract sum, no compensation is given.*

*If the price of net remuneration adjustments at unchanged construction time exceeds 10% of the contract amount, compensation is given according to the following formula:*

$$V_s = 0.5 \cdot R \cdot (A - (1.1 \cdot B)) / B$$

*V<sub>s</sub> = Compensation for increased expenses for capital benefits, rigging, operation and dismantling, excluding VAT*

*R = Originally agreed remuneration for the rig and operating chapter, excl. VAT*

*A = Contract value of all work performed at the time of the original deadline, excluding VAT*

*B = Original contract amount (contract sum excluding VAT)*

*When calculating the contract value of work performed at the time of the original deadline ex. VAT. (A), the following shall not be included:*

- *Surcharge for administration of subcontractor or transport of contract / supplier contract*
- *Cancellation compensation*

- *Change work that is settled including rig part*
- *Compensation for increased rig part in changed construction time*

#### Extended construction time

*Is the contractor entitled to an extension of the deadline according to NS 8405 section 24.1, cf. 24.5, the remuneration adjustment for capital benefits, rigging, operation and dismantling shall be compensated according to the following formula:*

$$Vf = 0.7 \cdot R \cdot (t2 - t1) / t1$$

*Vf = Compensation for increased expenses for capital benefits, rigging, operation and dismantling, excluding VAT*

*R = Originally agreed remuneration for the rig and operating chapter, excl. VAT*

*t1 = Original construction time*

*t2 = Agreed new construction time*

*If the need for rig and operating services during the extension period is significantly lower than during the rest of the construction period, a corresponding reduction of R shall be made in the calculation of the compensation.*

### **13. Disagreement between the parties (NS 8405 point 26)**

#### **13.1. Duty to perform in case of disagreement (NS 8405 point 26.1)**

NS 8405 point 26.1 third paragraph is deleted.

#### **13.2. Temporary dispute resolution (NS 8405 point 26.2)**

NS 8405 point 26.2 is deleted.

#### **13.3. The Contractor's lawsuit (NS 8405 point 26.3)**

NS 8405 point 26.3 a) is deleted.

### **14. Determination of remuneration (NS 8405 point 27)**

#### **14.1. Contract sum**

The contract sum follows from the technical description and price in Attachment 2 Appendix 2.

The contract sum is NOK [insert contract sum]. This sum shall apply to the provision of security.

## **15. Quantity control (NS 8405 point 27.2)**

The contractor shall not carry out quantity control.

## **16. General payment conditions (NS 8405 point 29)**

### **16.1. Payment (NS 8405 point 29.1)**

NS 8405 point 29.1 is changed into the following:

*The Construction Client is obliged to pay within 45 days of receiving the invoice.*

## **17. Daily fine in case of delay (NS 8405 point 34)**

### **17.1. The size of daily fine (NS 8405 point 34.3)**

Deadlines subject to daily fines (deadline and partial deadlines) and associated daily fines appear from Attachment 2 Basis of contract, Chapter E.

## **18. Cancellation due to default (NS 8405 point 39)**

### **18.1. Compensation in the event of the Construction Client's cancellation (NS 8405 point 39.4)**

To be added to the second paragraph:

*The Contractor has a duty to limit losses and must therefore seek to limit the financial loss and all costs he suffers as a result of the termination as far as possible. In the assessment of whether a loss could have been limited by the Contractor, the starting point shall be what, in the Contractor's reasonable assessment, appeared to be possible at the relevant time. The Contractor is obliged to include corresponding provisions on loss limits in all agreements with subcontractors.*

## **19. Cancellation (NS 8405 point 38.1)**

NS 8405 point 38.1 third paragraph is deleted and replaced by:

*If the reduction of the Contractor's total remuneration after deductions and additions for alteration work is less than 15% of the contract amount, the reduction shall always be treated in accordance with the provisions on alterations. If the reduction is more than 15% of the contract amount, only the part that exceeds 15% shall be considered a cancellation.*

To be added to the fourth paragraph:

*The Contractor has a duty to limit losses and must therefore seek to limit the financial loss and all costs he suffers as a result of cancellation as far as possible.*



*In the assessment of whether a loss could have been limited by the Contractor, the starting point shall be what, in the Contractor's reasonable assessment, appeared to be possible at the relevant time. The Contractor is obliged to include corresponding provisions on loss limits in all agreements with subcontractors.*

New sixth paragraph:

*Reduction in relation to the contract's quantity statement on items to be settled according to unit prices (adjustable items) is not to be regarded as cancellation regardless of the size of the reduction. The quantity of individual items in the quantity list can be set to zero without this being considered a cancellation.*

## **20. Use of documents (NS 8405 point 41)**

The point is deleted and replaced by:

### **41. Access to information, information sharing, etc.**

#### *41.1 Public access to information*

*The Construction Client or the authorities (as specified in the GSA) are entitled to publish all documentation or information included in or related to the contract work, except for the Contractor's intellectual property developed before entering into this agreement and trade secrets or documentation or information that is explicitly excluded from public in this the agreement or through subsequent written agreement between the parties, provided that such an exemption from publication is permitted under applicable law. Information which, in the Contractor's view, constitutes trade secrets must be explicitly marked with this when handed over to the Construction Client.*

#### *41.2 Information sharing*

*Unless otherwise explicitly stated in the agreement, the Construction Client shall have unlimited access to share all documentation and information included in or related to the contract work with the authorities (including all government agencies, state enterprises or third parties engaged by the authorities in connection with the CCS project).*

#### *41.3 Confidentiality*

*Unless otherwise explicitly stated in the agreement, information exchanged from a party under this agreement shall remain confidential and shall not be transferred to third parties by the other party without the other party's prior written consent, unless such information:*

*I. applies to documents that third parties need in connection with the construction work or for later use of the building or facility, including conversion;*

*II. was already known to the receiving party at the time the information was received;*

*III. is or becomes publicly available (without this being due to the receiving party's breach of contract) including information that is public in accordance with the Public Sector Act;*

*IV. is received by a third party lawfully without a duty of confidentiality towards the party transmitting the information to the receiving party;*

*V. is something that the receiving party is required to share with a third party following a decision by a court or other public authority; or*

*VI. is transferred by the client to a third party on a strict "need-to-know" basis in order to be able to carry out procurement, planning, preparation or delivery of services related to the contract work, provided that the client ensures that the third party is subject to a non-confidentiality obligation less stringent than it is under this agreement.*

*The confidentiality obligation pursuant to this provision shall expire 5 years after the expiry of the guarantee period*

#### *41.4 Relationship to the media*

*Unless otherwise explicitly stated in the agreement, the Contractor shall not publish any information related to the contract work or the agreement without the Construction Client's prior written consent, which shall not be refused without reasonable cause.*

## **21. Disputes (NS 8405 point 43)**

### **21.1. Preliminary supervisor decision (NS 8405 point 43.2)**

NS 8405 point 43.2 and all references to preliminary supervisor decision in the agreement is deleted.

### **21.2. Dispute resolution (NS 8405 point 43.3 og 43.4)**

NS 8405 point 43.3 and point 43.4 is deleted and replaced by the following:

*Any dispute between the parties regarding the contractual relationship that is not resolved amicably will be settled in ordinary court proceedings, unless the parties agree otherwise.*

*When resolving disputes, Norwegian law shall be used as a basis. The venue is Oslo District Court.*

## **22. Technology development (new point 44)**

The following is included as a new point 44:

### **44. Technology development**

*The Contractor shall make all technical solutions and technology that have been developed directly or indirectly with financing from GSA available for license purchase on commercial terms in the EEA area for a period corresponding to the Construction Client's obligations in GSA. All interested parties in the EEA area shall be given the same opportunity to purchase licenses on objectively reasonable and non-discriminatory commercial terms and conditions.*

## **23. Knowledge sharing and gain realization (new point 45)**

The following is included as a new point 45:

### **45. Knowledge sharing and gain realization**

*Norwegian authorities (including all government agencies and state-owned enterprises) can take the initiative to establish a network for knowledge sharing or similar for carbon capture and storage projects. The Contractor shall, at the Construction Client's request, participate in such networks to a reasonable extent, including by sharing knowledge and experiences from the project.*

*The Contractor shall in good faith cooperate with the Construction Client to comply with the requirements of the GSA. The Contractor shall therefore at all times and in accordance with the Construction Client's instructions provide reasonable support to the Construction Client in the latter's preparation of (i) profit and knowledge sharing reports and experience reports and (ii) final reports.*

## **24. Patent rights and other intellectual property rights (new point 46)**

The following is included as a new point 46:

### **46. Patent rights and other intellectual property rights**

*The Contractor shall immediately notify the Construction Client in writing if it becomes aware of any suspicion, claim or actual infringement of the intellectual property rights (including patent rights) that arise or may arise in connection with the Contractor's work under this Agreement or through subsequent use of the contract work.*

*Following instructions from the Construction Client, the Contractor shall then either (i) modify the contract work so that they no longer infringe or risk infringing the relevant intellectual property rights, or (ii) replace the relevant parts of the contract work with other parts so that they no longer infringe or risk claim the relevant intellectual property rights, or (iii) remove the affected parts of the contract work and provide compensation to the Construction Client for any cost, loss, expense or damage suffered by the Construction Client as a result, including any loss that the Construction Client may suffer as a result of any cost, loss, expense or damage suffered by third parties (including the Norwegian authorities), or (iv) acquire (at their own expense and risk) the necessary rights*

*so that the contract work can be used by the client as provided in the agreement without risking a violation of the relevant intellectual property rights.*

*If the suspicion, claim or actual violation of the intellectual property rights of others occurs after takeover and the Construction Client instructs the Contractor to modify or replace all or part of the contract work, all warranty or complaint deadlines shall again apply from the time the relevant parts of the contract work has been modified or replaced.*

*The Contractor shall indemnify the Construction Client and the Construction Client's associated companies for claims arising from infringement of intellectual property rights in connection with the contract work or the Construction Client's use of the contract work.*

*The Contractor shall provide the Construction Client with reasonable assistance in connection with the Construction Client's work to protect his or the project's intellectual property rights.*

## **25. Social conditions (new point 47)**

### **25.1. Respect for fundamental human rights, the ILO's core conventions and the rules of international law in one's own business and in the supply chain– new point 47.1**

The following is included as a new point 47.1:

#### **47.1 Respect for fundamental human rights, the ILO's core conventions and the rules of international law in one's own business and in the supply chain**

*All work under the agreement (be it with contractors or subcontractors) shall be carried out in accordance with internationally recognized basic environmental, labor and social standards in the ILO's core conventions and rules of international law relevant to the deliveries in this agreement, including relevant UN resolutions such as Norway committed by, as well as the standards referred to in the HeidelbergCements Code of Conduct in (Attachment 2 Appendix 1) as it reads at any time (also available at [www.heidelbergcement.com](http://www.heidelbergcement.com)). The contractor must comply with all requirements of the HeidelbergCements Code of Conduct.*

*The Contractor is obliged to ensure that he or the subcontractor is not involved in activities that may contribute to violations of these rights. Relevant provisions include:*

- Prohibition of child labour (UN Convention on the Rights of the Child Article 32, ILO Conventions 138 and 182)*
- Prohibition of forced labour/slave labour (ILO Convention Nos. 29 and 105)*
- Prohibition of discrimination (ILO Conventions Nos. 100 and 111)*
- Freedom of association and the right to collective bargaining (ILO Conventions Nos. 87 and 98)*

- *No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment (UN Universal Declaration of Human Rights Article 5)*
- *Everyone who works has the right to just and favourable remuneration ensuring for his family and for himself a dignified existence, and which, if necessary, is supplemented by other social protection (UN Universal Declaration of Human Rights art. 23.3)*
- *Everyone has the right to rest and leisure, including reasonable limitation of working hours and periodic holidays with pay. (UN Universal Declaration of Human Rights art. 24)*

*The requirements above set minimum standards. The labor legislation where the production takes place must be complied with. Particularly relevant matters emphasize wage and working time regulations, health, environment and safety regulations, statutory insurance and social schemes, as well as regular employment conditions, including employment contracts. Where conventions and national laws and regulations deal with the same subject matter, the highest standard shall always apply.*

*In the event of a breach of obligations pursuant to this provision, the Contractor shall rectify the pointed breaches within the time limit set by the Construction Client. Correction must be documented in writing and in the way the Construction Client deems appropriate.*

*Serious or repeated breaches of compliance with the requirements during the contract period entitle the Construction Client to terminate the contract. Even if the Contractor or subcontractor corrects, this does not prevent the Construction Client from terminating the contract. In the event of a breach of the provision, the Construction Client may in any case demand that the Contractor pay the enrichment the Contractor has achieved through the breach. This applies even if the Contractor cannot be blamed for the breach.*

*The Construction Client, or a third party engaged by the Construction Client, may, in order to examine whether the contract's requirements are met, carry out an audit of the Contractor and any subcontractors in the period from the conclusion of the contract to six months after the final invoice has been paid. This access also includes contracts and documentation in the underlying sections.*

*The Contractor shall make the necessary resources and documentation available for the Construction Client's control free of charge.*

*All agreements entered into by the Contractor for the performance of work under this contract shall contain corresponding provisions.*

## **25.2. Oppfølging av grunnleggende menneskerettigheter, ILOs kjernekonvensjoner og Folkerettens regler i leverandørkjeden – nytt point 47.2**

Følgende inntas som et nytt point 47.2:

#### **47.2 Follow-up of fundamental human rights, ILO core conventions and rules of international law in the supply chain**

*The Contractor is obliged to have incorporated guidelines that include respect for fundamental human rights, the ILO's core conventions and the rules of international law that are linked to the delivery in this contract, in its own business and for the supply chain. If the Contractor uses subcontractors to fulfil this contract, the Contractor is obliged to work actively to ensure that subcontractors comply with the same requirements. The Contractor is obliged to have written routines for systematizing the work of following up and verifying compliance with the requirements in the supply chain.*

*The Contractor must carry out regular risk assessments related to active work to prevent violations of fundamental human rights, the ILO's core conventions and the rules of international law related to the supply in this contract, in the supply chain. On the basis of the risk assessments, control measures must be implemented and reported on specific follow-up of subcontractors throughout the supply chain, including a description of how controls, investigations and audits based on risk assessments have been carried out. At the request of the client, this must be documented by*

- *Overview of production units and countries of origin in the supply chain*
- *Self-reporting and / or*
- *Follow-up interviews and / or*
- *An independent party's control of working conditions and / or*
- *3rd party certification as SA8000 or equivalent*

*In the event of a breach of obligations pursuant to this provision, the Contractor shall rectify the pointed breaches within the time limit set by the Construction Client. Correction must be documented in writing and in the way the Construction Client deems appropriate.*

*Serious or repeated breaches of compliance with the requirements during the contract period entitle the Construction Client to terminate the contract. Even if the Contractor or subcontractor corrects, it does not prevent the Construction Client from raising.*

*The Construction Client, or a third party engaged by the Construction Client, may, in order to examine whether the contract's requirements are met, carry out an audit of the Contractor and any subcontractors in the period from the conclusion of the contract to six months after the final invoice has been paid. This access also includes contracts and documentation in the underlying sections.*

*The Contractor shall make the necessary resources and documentation available for the Construction Client's control free of charge.*

*All agreements entered into by the Contractor for the performance of work under this contract shall contain corresponding provisions.*



### **25.3. Bribery, corruption, money laundering, etc. – new point 47.3**

The following is included as a new point 47.3:

#### **47.3 Bribery, corruption, money laundering, etc.**

The Contractor hereby confirms:

(a) that it will at all times comply with all rules prohibiting bribery, corruption, money laundering, extortion and tax evasion to the extent that such rules can be assumed to apply to the Contractor and / or the Construction Client, including the rules in force at any time introduced by EU, US or UK authorities;

(b) that neither the Contractor nor its employees or representatives of the Contractor directly or indirectly have or will (i) promise, offer, pay, solicit or accept a promise of or demand bribes or kickbacks of any kind; (ii) use other methods, such as subcontracts, purchase orders or consulting agreements to channel funds or other benefits to government officials, the Construction Client's employees or their relatives or business associates, with the intent to influence or cause the person concerned to use their influence to assist in procuring or retain business opportunities or other unjustified benefits to the Contractor;

(c) that it shall at all times strictly comply with all rules relating to (i) import/export control of strategic or sensitive goods such as multi-purpose goods or goods listed on the US "Commerce Control List", and (ii) international trade and/or financial sanctions, which can reasonably be assumed to apply to the Contractor and/or the Construction Client, including the rules in force at any given time introduced by the UN Security Council, the EU, US or British authorities;

(d) that it has not and shall not, directly or indirectly through other parties or the like, (i) sell, give, export, re-export, transfer, buy, rent or otherwise acquire, release or dispose of any goods or services under this Agreement in violation of the trade and financial sanctions described above, (ii) provide financial assistance to, enter into an agreement or arrangement with or otherwise do business with any person or company that is, or owned or controlled of persons who are the target of any measures under the trade and financial sanctions described above and (iii) in a prudent and appropriate manner, before entering into any agreements or arrangements, shall ensure that any person with whom the contractor does business related to any goods or services under this Agreement, are not subject to any action under the trade and financial sanctions described above; and

(e) that it is not (i) subject to any sanctions or (ii) directly or indirectly controlled, owned or controlled by any person subject to sanctions.



*The Contractor undertakes to notify the Construction Client immediately if it is established, with reasonable suspicion or allegations of actions that constitute or will constitute a violation of points a-e above. In such notice, the Contractor shall present all relevant facts to the Construction Client.*

*The parties agree that a breach of this clause 47.2 which gives or can reasonably be assumed to give, a significant negative impact on the Construction Client shall be regarded as a significant breach of contract on the part of the Contractor.*

## **26. Return arrangement for – new point 48**

The following is included as a new point 48:

### **48. Return arrangement for packaging**

*The Contractor must be a member of a return arrangement for packaging or fulfil the obligation through a separate return arrangement with an arrangement for final processing where the packaging is taken care of in an environmentally sound manner (Grønt Punkt Norge AS or equivalent return arrangement).*

*Documentation for the return arrangement must be submitted at the latest when the contract is to be signed.*

## **27. The relationship to the Planning and Building Act (Plan- og bygningsloven) – new point 49**

The following is included as a new point 49:

### **49. 27. The relationship to the Planning and Building Act (Plan- og bygningsloven)**

*The Contractor shall have liability for the task and the part of the measure that the contract covers in the measure class that the project/measure requires. The Contractor is obliged to contribute to the declaration of liability being sent as soon as possible after the contract has been entered into.*

*Lack of liability is considered a significant breach of contract which gives the Construction Client the right to terminate the contract, as well as make claims for compensation. Before termination can take place, the Construction Client must have given the Contractor a reasonable deadline to rectify the situation. The Contractor is also obliged to assist the responsible applicant in connection with necessary applications and permits in accordance with the Planning and Building Act (Plan- og bygningsloven).*

## **28. Accounting and cost auditing – new point 50**

The following is included as a new point 50:

### **50. Accounting and cost auditing**

