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**Contract regulating**  
**Acquisition of**  
**Seabed Massive Sulphide Data**  
**in the Norwegian Sea**

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**THE NORWEGIAN PETROLEUM DIRECTORATE**  
**AS PROCURING ENTITY**

**AND**

**XXX**

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**XX March 2023**

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## 2 GENERAL PROVISIONS

1. This Contract is entered into on **XXX** (“Date of Contract”) between

The Norwegian Petroleum Directorate, called NPD, (post box 600, N-4003 Stavanger, Norway) on the one part and

**XX** as the other part

(individually, a “Party” and, collectively “the Parties”).

The Parties hereto agree as follows:

2. Definitions in the Contract:

- (a) **Authorities** means all government, state and municipal Authorities, agencies and bodies, other than NPD, entitled to give rules, regulations, directions, instructions, approvals and/or consents in relation to the Survey Vessel and/or performance of the Work.
- (b) **Contract Price** is the total price NPD is obliged to pay for the Work, based on the Contractor's tender and later negotiations.
- (c) **Contract** means these Conditions of Contract and the Annexes as stated in article 2.
- (d) **Contractor** means **XX**.
- (e) **Demobilisation** is when the Survey Vessel is safely moored in the Demobilisation Harbour after completing the Work.
- (f) **Demobilisation Date** is the time and date for the Demobilisation.
- (g) **Demobilisation Harbour** is **XX**, Norway, and the place for Demobilisation.
- (h) **Operations** means the services as described in Appendix 1.
- (i) **Survey Vessel** means **XX** and all appurtenant items and equipment as detailed in the Contract and all other equipment, materials, associated services, replacement and spare parts thereon of whatsoever nature provided by Contractor and used in connection with the Work.
- (j) **Force Majeure** means an occurrence beyond the control of the Party affected, provided that such Party could not reasonably have foreseen such occurrence at the time of entering into the Contract and could not reasonably have avoided or overcome it or its consequences.
- (k) **Mobilisation** is the time period until the Survey Vessel and all equipment, personnel, infrastructure, spare parts and consumables of the Bidder departs from the port of mobilization and starts transiting to the first survey location.

- (l) **Mobilisation Date** is the time and date when the Survey Vessel is ready to leave the mobilisation harbour.
  - (m) **Mobilisation Harbour** is XX, Norway.
  - (n) **NPD** means the Norwegian Petroleum Directorate.
  - (o) **Operational time** is the time when the Contractor's equipment and personnel are actually conducting the Work.
  - (p) **Pre-commencement Activities** means all activities Contractor shall perform, or cause to be performed, to enable Contractor to perform the Work from Mobilisation Date using Survey Vessel.
  - (q) **Subcontractor** means a Third Party who has entered into an agreement with Contractor for the performance of part of the Work.
  - (r) **Standby time** is time spent on waiting on weather or waiting due to circumstances beyond Contractor's control.
  - (s) **Termination Date** means the date that the Contract is deemed terminated or the date that a written notice regarding termination is sent by NPD to Contractor.
  - (t) **Third Party** means any party other than NPD and Contractor.
  - (u) **Transit time** is the time from port of Mobilisation to the area where work is planned to commence, movement of vessel between survey lines/areas, and transit from the survey area back to port for demobilization.
  - (v) **Variation Order** means an order issued by NPD in accordance with the provisions of articles 27-34.
  - (w) **Work** means the Work Contractor shall perform or cause to be performed in accordance with the Contract and the Appendixes, such as, but not limited to, preparation for data acquisition at location, handling of related equipment, and recovery of equipment on the seabed.
3. The Parties to this Contract shall cooperate in good faith and be loyal to each other and the Scope of the Work in accordance with terms and conditions of the Contract.
4. Unless otherwise is agreed in writing, this Contract consists of the following documents:
- (a) Tender document and appendix 1 to tender document
  - (b) The Contract (this document)
  - (c) Clarifications mutually agreed between the Parties
  - (d) The Contractor's tender
5. In the event of any conflict between the provisions of the Contract documents, they shall be given priority in the order they are mentioned in article 4. The appendices have priority according to their

numbers, the lower number has priority above the higher number. Younger provisions in conflict with older, have priority above older, and special provisions above general provisions.

6. Prior to the date of Contract, each Party shall appoint a representative with authority to act on its behalf in all matters concerning the Contract, but the representatives have no power to amend the Contract or to relieve Contractor from any of its obligation under the Contract. Each Party may, by giving notice to the other Party, substitute a representative.
7. The Contract can only be changed or altered with explicit written consent from both Parties.
8. For sake of clarity, is it understood and agreed that unless previously expressly rejected, all clarifications made by Contractor have been accepted and form the basis of the Contractor's agreement under this Contract. Specifically, the awarded value and the Contract Price of this Contract is the full budgeted amount of, but not to exceed, NOK **XX** and the work awarded to Contractor includes all work scopes, initial basis SoW and all options.

### **3 PERFORMANCE OF THE WORK**

#### **3.1 Contractor's obligations – main rules**

9. The Contractor shall within the time limits described in Appendix 1 and 2, perform Operations as described in the Appendix 1 and as finally agreed between the Parties prior to mobilization, at the locations and in accordance with the procedures described in the Contract. Furthermore, the Contractor shall meet all of its other obligations of the Contract from the signing of the Contract and until the Scope of Work has been completed or the Contract has been cancelled or terminated.
10. Contractor is responsible for the preparation for, management and execution of the Work described in the Contract and appendices and shall conduct it in close collaboration with the NPD.
11. The Work shall be executed in accordance with first class international standards. As part of such performance Contractor shall:
  - (a) Give priority to safety in order to protect life, health, property and environment,
  - (b) Cooperate with NPD's Representative and persons appointed by it in accordance with Art. 3,
  - (c) Comply with operations- and safety manuals/procedures that are in force at the time of the Work.
12. The entire performance of the Work, and the management and direction of the Survey Vessel and all associated equipment, materials, personnel and Subcontractors shall be the sole responsibility of the Contractor.
13. NPD has right to instruct the Contractor regarding general matters about the Work, including research techniques, the extent and nature of the material and data to be obtained and other circumstances that may occur during the execution of the Work. The Contractor shall receive these instructions as early as possible and in time to give the Contractor a fair opportunity to implement them into the operating program for the Work.

14. Contractor shall give priority to the safety of the Survey Vessel to provide safe Working conditions. Subject to Contractor's sole and exclusive right and duty to determine at all times whether the Work can be safely undertaken or continued, Contractor shall comply with Norwegian safety requirements at any time and shall comply with Contractor's own operations and safety manuals/procedures. Failure to comply with the provisions of this article shall be deemed to be a substantial breach of Contract. If Contractor considers it necessary to suspend the Work at any time for safety reasons, Contractor shall immediately advise NPD, if possible, in advance of its reason for such action.
15. Contractor shall immediately inform NPD and provide full details in the event of encountering:
  - (a) accidents, incidents and near accidents/incidents, or
  - (b) other instances in which it fails to perform the Work.

Contractor shall consult with NPD as to the execution to be taken and shall use its best efforts to overcome such events.

16. Contractor shall have an implemented and documented system for quality assurance, including management control systems, to prevent his employees, personnel, agents and/or Subcontractors from doing or omitting anything which could be considered a breach of article 8-14. NPD and personnel, independent auditors or advisors appointed by him, shall have the right to undertake quality audits and verifications of Contractor's and any Subcontractors' quality assurance system. Reasonable prior written notice at least 4 (four) days of such audits shall be given by NPD before such audit. NPD will inform Contractor in writing if such audits identify a deviation from the requirements of the Contract.
17. Contractor shall comply with and be able to document and verify compliance with all Contract and statutory requirements unless non-conformance otherwise is clearly specified and accepted by NPD. Contractor is solely responsible for bringing into compliance all documented non-compliances arising under the Contract for the duration of the Contract.
18. Contractor shall be impartial and financially independent of anyone that might have interest in affecting the Contractor's impartiality in the execution of the Work. Contractor may not, without the consent of NPD, receive payment from Third Parties for this assignment. Contractor shall notify NPD of circumstances that may affect the Contractor's impartiality.

### **3.2 Authority and Classification Requirements**

18. Contractor shall keep itself informed of, comply with and document its compliance with:
  - (a) applicable laws, rules and regulations.

For Survey Vessels, which follow a maritime operational concept, shall comply with the latest edition of relevant technical requirements stated in NMD and DNV rules, or international flag state and supplementary classification rules achieving the same level of operational safety for the relevant petroleum activity. NPD reserves its right to reject / accept dissimilarities with regards to specific maritime/classification requirements, compared to NMD / DNV. If dissimilarities are not accepted by NPD it shall be rectified by Contractor at Contractor's cost.
  - (b) requirements and orders of Authorities and certifying agencies.
  - (c) applicable trade union and wage agreements.

If laws, regulations, requirements or orders stated in a), b) or d) above should be amended after the date for signing this Contract and such amendments necessitate variations to the Work or its execution and affect Contractor's costs, either Party may demand a change in the rates in accordance with the provisions in Appendix 1 and 3, provided that the amendments could not have been reasonably foreseen at the date for signing of the Contract. Changes in the way in which the relevant authority applies such laws, regulations, requirements or orders shall be dealt with in the same way.

19. Without limiting the generality of article 18 and in recognition of the principles of:

- (a) The Norwegian Penal Code (in particular paragraphs 276 a, 276 b and 276 c),
- (b) any applicable laws relating to anti-bribery and corruption of any country in which Contractor performs Work under this Contract,

Contractor agrees that he will not, whether in Norway or abroad:

- (i) directly or indirectly, give or offer any improper advantage to anyone in connection with post, office or commission, or
- (ii) for himself or anyone else, directly or indirectly, request, receive or accept an offer for an improper advantage in connection with post, office or commission, or
- (iii) directly or indirectly, give or offer any improper advantage with the purpose to influencing the performance of a post, office or commission, or
- (iv) for himself or anyone else, directly or indirectly, request, receive or accept an offer for an improper advantage with the purpose of influencing the performance of a post, office or commission.

Contractor shall upon NPD's request, give a written statement to NPD confirming that he has complied with all requirements of article 18 and 19.

20. Contractor shall immediately report to NPD any act or omission which could possibly be seen as a breach of articles 18 and 19. In such instances Contractor shall give NPD access to all documents which in NPD's sole opinion may be relevant to determine whether such breach has occurred.

21. Contractor shall, in due time, obtain and maintain approvals, permits, licenses and clearances as are necessary for the performance of the Work and which are required to be or can be obtained in the name of Contractor. NPD shall provide any necessary assistance in this matter.

22. NPD may at any time require that Contractor submit to NPD all information / documentation / certificates for the performance of the Work, the Survey Vessel, and Contractor, as NPD is obliged to submit to public Authorities.

23. Contractor is responsible for the duty to provide information which, in accordance with Section 7-6 in the Norwegian Tax Assessment Act (Norwegian: skatteforvaltningsloven) and appurtenant regulations, is imposed on NPD as a public body and Contractor himself and any sub-contractors of Contractor.

Contractor shall inform the The Central Office for Foreign Tax Affairs of this Contract and through such notification particularly draw the tax authorities' attention to the fact that Contractor, through

this present Contract, is responsible for the duty to provide information which is imposed on NPD in accordance with Section 5-6 of the Norwegian Tax Assessment Act.

### **3.3 Personnel for the Work**

24. The Contractor and its Subcontractors shall provide personnel, which shall at all times be competent, and sufficient in numbers to ensure that the Work is performed safely and efficiently. If in NPD's opinion, such personnel have not been provided, then Contractor shall provide, at its cost, replacement or additional personnel. Such personnel shall be subject to NPD's approval, and such approval shall not be unreasonably withheld.
25. Key personnel assigned by Contractor for the performance of the Work as set out in the appendices, shall not be removed or replaced by Contractor, without the prior approval of NPD. Such approval shall not be unreasonably withheld.
26. The Contractor shall be obliged to have wage and working conditions for his own employees that are not worse than those that follow the prevailing nationwide collective wage agreement, or what is otherwise normal for the place and profession in question. This also applies to work that is to be performed abroad.

The Contractor is responsible vis-à-vis the NPD for ensuring that the above-mentioned requirements are also complied with by any sub-contractors who directly take part in the performance of the contract.

Upon the NPD's request the Contractor shall document wage and working conditions for his own employees and the employees of any sub-contractors who take part in the performance of the contract.

If, within 10 working days, the Contractor does not submit documentation of wage and working conditions or fails to comply with the clause's requirements for wage and working condition, the principal shall be entitled to withhold parts of the contract sum until documentation has been submitted to the effect that the matter has been rectified. In the event violation of the clause is deemed to be material breach, this entitles the NPD to cancel the contract.

27. In the performance of the Work, Contractor shall maintain strict discipline and good order among its personnel and shall not permit any of them to engage in activities that might, in NPD's opinion, be contrary or detrimental to the interest of NPD or the Work. Without limitation to the provisions of the foregoing, Contractor shall maintain strict control to ensure that alcohol and drugs, other than for bona-fide medical reasons, are prohibited from the Survey Vessel.

### **3.4 Variations to the Work**

28. NPD has the right to order variations to the Work within the frame of what the parties could reasonably have expected at the time the Contract was signed.
29. When NPD issues a Variation Order, Contractor shall, without undue delay, submit an estimate to NPD. The estimate shall contain a description of the variation to the Work in question, together with any effects on the compensation and the agreed time of delivery and time-limits / milestones or other effects on any conditions agreed in the Contract. NPD may require the submission of such estimate prior to issuing a Variation Order.



30. If Contractor finds that variations to the Work is required, NPD shall be notified in writing, without delay. Variations to the Work shall be approved by NPD by means of a Variation Order before Contractor initiates the variation to the Work.
31. All of Contractor obligations under the Contract shall also apply to variations to the Work, unless otherwise agreed.
32. Unless otherwise agreed between the Parties, the price for variations to the Work shall be determined according to the following provisions:
  - (a) Variations, whether resulting in an increase or decrease of the compensation, shall be charged and compensated for in accordance with Appendix 1 and 3.
  - (b) If specific rates are not included in Appendix 1 and 3, any appropriate or comparable rates included in the Contract shall be used.
  - (c) In the absence of specific, appropriate or comparable rates a fair valuation shall be made.
33. If a variation to the Work effects the agreed time of delivery or time-limits / milestones, the effects shall be agreed upon between the parties. Variations to the Work caused by circumstances for which Contractor is responsible shall not lead to any adjustments in the compensation or the agreed time of delivery or time-limits / milestones in favor of Contractor.
34. All variations to the Work shall be made by means of a Variation Order issued by NPD. A Variation Order shall be expressly identified as such and be submitted on a prescribed and numbered form. The Variation Order shall at least contain a description of what the variation Work consists of.

On receipt of a Variation Order Contractor shall implement it without undue delay, even if the effect of the Variation Order on the compensation, the time of delivery and time-limits / milestones and other provisions of the Contract/Purchase Order have not been agreed.

35. If NPD requires work to be performed, which in the opinion of Contractor is not part of its obligations under the Contract, then Contractor shall submit a Variation Order request to NPD, and as soon as possible thereafter prepare an estimate in accordance with article 29. If Contractor has not presented a Variation Order request within 10 (ten) days after NPD has required work to be performed, Contractor loses the right to claim that the new work is a variation to the already agreed Work after the Contract.

A Variation Order request shall be expressly identified as such and be presented on a prescribed form. It shall contain a specified description of the Work the request concerns. If Contractor within the stated time limit has made a request as stated above, NPD shall either issue a Variation Order in accordance with this Contract or a disputed Variation Order.

If NPD is of the opinion that the new work is a part of the Work according to the Contract; a disputed Variation Order shall be issued. A disputed Variation Order shall be expressly identified as such and shall be presented on a prescribed form, which shall identify the work in dispute between the parties and state NPD's reason for regarding this as a part of the Work according to the Contract. Upon receiving a disputed Variation Order, Contractor shall implement it without undue delay. Unless legal proceedings have been instituted within 6 (six) months after the NPD issued a disputed Variation Order, the work described in the disputed Variation Order is to be regarded as a part of the Work according to the Contract.

### 3.5 Cancellation

36. NPD has the right to cancel the Contract at any time by giving written notice to Contractor. The date that the written notice is sent by NPD to Contractor shall be the "Cancellation Date".
37. If the Contract is cancelled by NPD prior to the Mobilisation Date, NPD shall pay for Contractor's necessary expenses and 10 % of the remaining Contract Price.

If the Contract is cancelled later than the Mobilisation Date, NPD shall pay for Work already performed, and 20 % of the remaining Contract Price.

Contractor shall use its best endeavour to secure alternative Work in the period between the effective date of cancellation and the Demobilisation Date.

38. If the Contract is cancelled according to article 36, Contractor shall present to NPD accounts for the financial status for the cancellation period. Said presentation shall be issued to NPD within two (2) months after the Completion Date.
39. In the event of cancellation, Contractor shall be entitled to no other payment other than as specified in articles 37 and 38.

## 4 PAYMENT

### 4.1 Invoicing, payment and audit

40. NPD shall, within 30 (thirty) days after receipt of an invoice from Contractor, pay the amount due to Contractor in accordance with the following payment details:

Bank:

Bank account no.:

BIC:

IBAN:

Payments will only be made to a Norwegian bank account. Contractor must therefore have a valid Norwegian bank account to receive payment from NPD under this Contract.

#### Invoicing plan:

The following to be invoiced on the signing date of the Contract;

Mission Planning, Procedures & Engineering: NOK XX,-

50 % of Mobilisation & Demobilisation Fee: NOK XX,-

All other items (transit, operation, rest of Mobilisation and Demobilisation fee etc.) to be invoiced after activity is completed and/or per calendar-month.

The interest for late payments shall be 10 % per annum.

41. Within 30 (thirty) days after Demobilisation Date or the Cancellation Date if the Contract is cancelled or the Termination Date if the Contract is terminated in accordance with articles 50 and 51 respectively, Contractor shall submit a final invoice along with a list of outstanding claims. The final invoice shall contain a breakdown of the total compensation for the Work, including all outstanding claims to be made by Contractor, less any amounts due to NPD.

All outstanding claims listed in the final invoice, including claims due to cancellation and termination must be invoiced within 3 (three) months after demobilization or the cancellation date if the Contract is cancelled or the Termination Date if the Contract is terminated.

Claims not included in the final invoice cannot be submitted later by Contractor to NPD.

42. NPD is entitled to audit at Contractor's premises all payments made in respect of the Work. To perform such audit, access shall be given during office hours, to all time sheets, records and other documents, including original invoices and supporting documentation from Subcontractors, together with all books of account incorporating such account details.

NPD is entitled to audit during the period of the Contract and for up to 2 (two) years after the end of the year when the Completion Date is met, or the Contract is cancelled or terminated in accordance with articles 50 and 51.

43. Contractor is responsible for all costs related to Covid-19, as stated in the Tender Document Appendix 1 section 2.1.

## **5 BREACH OF CONTRACT**

45. There is a breach of Contract on the part of the Contractor if the service provided is not in accordance with the objectives, requirements and specifications that have been agreed. There is also a breach of Contract if the Contractor does not meet his other obligations as stipulated in this Contract. The rights pursuant to the provisions of this Contract shall be without prejudice to any damages or remedies available to NPD according to law.

### **5.1 Default and delay**

46. If the Survey Vessel is unable to perform the Operations as set forth in Appendices to this Contract, including but not limited to the technology offered in the tenderers bid, or the performance of the Operations is delayed due to any repair / modifications, preventive and /or corrective maintenance to the Survey Vessel or relevant equipment, or other noncompliance with the Contract unless caused by NPD, then Contractor shall inform NPD and take immediate remedial or corrective action to rectify such noncompliance with the Contract.
47. No payment of rate shall be made for periods when the Survey Vessel is unable to perform the Operations, except for situations where the standby rate is applicable ref. the tender document appendix 1 art. 2.5. NPD may also demand reduction in price proportionate to the default.
48. If audits or inspections performed identify a deviation from the requirements of the Contract, then Contractor shall at its own cost rectify such deviation. Contractor shall within 7 (seven) days after receiving the inspection-/audit report from NPD present to NPD for its approval a plan detailing how the deviation shall be rectified. Within 15 (fifteen) days after NPD's approval of the plan, Contractor shall complete the rectification of all such deviations.

49. If the Mobilisation Date for the Operations is delayed by more than 15 days from agreed start date due to any reason for which Contractor is responsible, NPD is entitled to liquidated damages as compensation by Contractor for any direct costs related to the delay. NPD are not entitled to compensation when the delay is caused by weather conditions. Contractor shall pay compensation to NPD of NOK one hundred thousand (100,000) per day of delayed commencement for the Mobilisation Date, however limited to be in aggregate maximum 10 % of the Contract Price. Notwithstanding anything to the contrary elsewhere in the Contract or at law the liability for liquidated damages contemplated in this article constitutes NPD's sole financial remedy towards Contractor for delayed performance of the Work. However, NPD may terminate the Contract in accordance with Art. 5.2 due to delay if the maximum limit of liquidated damages is reached.
50. If NPD will claim compensation and/or reduction in price because of defaults or delay, NPD must present these claims within reasonable time.

## **5.2 Termination**

50. The Contract shall be deemed terminated without notice, from the moment the Survey Vessel becomes a total loss (including a constructive, arranged and/or compromised total loss).
51. NPD may terminate the Contract with immediate effect by notifying Contractor in writing when/if:
- (a) N/A
  - (b) Contractor becomes insolvent or stops its payments, or
  - (c) Contractor is or has been in substantial breach of the Contract, or
  - (d) Any new or amended laws, regulations, requirements or orders referred to in article 18, are deemed applicable to the Survey Vessel to such extent, that the Work cannot be performed without making substantial modifications/upgrading to the Survey Vessel or substantial variations to the Work.

Each Party may terminate the Contract with immediate effect by notifying the other Party in writing when/if a Force Majeure situation last without interruption for 20 (twenty) days or more, or it is evident that it will do so.

52. Upon and following termination of the Contract in accordance with articles 50 and 51, no further compensation shall be paid to Contractor. Contractor is entitled to payment for Work already done in accordance to the Contract.

## **5.3 Force Majeure**

53. The obligations of each of the Parties herein, shall be suspended during the period and to the extent that such Party is prevented or hindered from complying therewith by Force Majeure.
54. The Party invoking Force Majeure shall, as soon as possible, notify the other Party of the Force Majeure situation.
55. Each Party shall cover its own costs resulting from the Force Majeure situation.

## **6 INDEMNITY AND INSURANCE**

### **6.1 Indemnity**

56. This chapter shall survive the cancellation, termination or expiration of the Contract.
57. Contractor shall indemnify NPD and its subcontractors from and against any claim concerning:
- (a) personal injury to or loss of life of any employee of Contractor or its subcontractors,
  - (b) loss of or damage to any property of Contractor,
  - (c) all indirect losses suffered by Contractor, arising out of or in connection with the performance of the Work or pre-commencement activities.

This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of NPD and its subcontractors.

58. NPD shall indemnify Contractor and its subcontractors from and against any claim concerning:
- (a) personal injury to or loss of life of any employee of NPD, and
  - (b) loss of or damage to any property of NPD, and
  - (c) all indirect losses suffered by NPD, arising out of or in connection with the performance of the Work or pre-commencement activities.
59. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of Contractor.
60. (i) Contractor shall indemnify NPD from and against any claim or series of claims, arising out of or in connection with the performance of the Work, concerning:
- (a) liquid or non-liquid pollutant or waste material that is discharged, seeped, spilled or originating from the Survey Vessel, and
  - (b) removal from the seabed of the Survey Vessel or any items under Contractor's control as required by the Authorities with jurisdiction over the Work.

This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on part of NPD.

- (ii) NPD shall indemnify Contractor from and against any claim or series of claims, arising out of or in connection with the performance of the Work, concerning:
- (a) loss or damage to any geological formation, reservoir or underground strata or the loss or damage to any substances, minerals, deposits or materials therefrom, and
  - (b) Cratering, seepage, uncontrolled flow from the underground, liquid or nonliquid pollutant or waste material not originating from the Survey Vessel and NPD shall bear the cost of gaining control, cleanup, and disposal.

(c) Removal of tools (fishing) or any remedial work required due to the execution of the Operations

This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on part of Contractor.

Contractor shall indemnify NPD and its subcontractors from and against claims or series of claims, arising out of or in connection with the performance of the Work suffered by anyone else than NPD and Contractor in connection with the Work to the extent that such loss or damage is caused by the fault or negligence in any form or by strict liability of Contractor.

NPD shall indemnify Contractor and its subcontractors from and against claims or series of claims, arising out of or in connection with the performance of the Work suffered by anyone else than NPD and Contractor in connection with the Work to the extent that such loss or damage is caused by the fault or negligence in any form or by strict liability of NPD.

61. Contractor shall be responsible for the clean-up and removal from the seabed of any items under Contractor's control, if this is demanded by NPD or relevant Authorities.
62. If Contractor in its performance of the Work is in breach of any obligation according to law and regulations, and if Authorities impose any fines and/or penalties against NPD arising as a result of such breach, then Contractor shall indemnify NPD from such fines and/or penalties.
63. Contractor shall indemnify NPD from and against any claim resulting from infringements of patents or other intellectual property rights arising out of or in connection with the Work. Nevertheless, this shall not apply where such infringement results from NPD provided equipment and services.
64. Contractor shall indemnify NPD against any and all claims from the tax authorities or others as a result of failure to comply with the duty to provide information or to pay taxes or contributions in accordance with Art. 24.

## **6.2 Insurance**

64. Contractor shall, to the extent of Contractor's liability, at its cost procure and maintain, during the period of the Contract, the following insurance:
  - (a) all risks, hull and machinery insurance, including coverage for collision liability with coverage up to the full value of the Survey Vessel and its equipment, naming NPD and Contractor as coinsured,
  - (b) Standard Protection and Indemnity insurance, including pollution coverage and removal of wreck coverage to cover Contractor's liability, with coverage of USD 75 million, naming NPD and Contractor as protective co-insured,
  - (c) illness and accident insurance with coverage for claims in connection with illness, personal injury or accidental death suffered by the employees of Contractor to the extent required by all laws applicable when operating under the Contract and/or where Contractor's employees' Contracts of employment are made.
65. The insurance policies shall state that the insurers waive all rights of subrogation against NPD.

66. Contractor shall, before Mobilisation Date and to NPD's satisfaction, submit to NPD certificates of insurance with the necessary information, including the expiry date, relating to all relevant insurance procured by Contractor. Until such satisfactory certificates of insurance have been provided to NPD, the Mobilisation Date shall not be deemed to have been reached. Contractor shall ensure that all certificates of insurance contain a clause which states that the insurer provides NPD with 30 (thirty) days` notice prior to any cancellation or lapse of the insurance coverage.
67. Contractor shall give to NPD prompt notification of any claim or any incident which may give rise to a claim with respect to any of the insurance policies referred to in this chapter and shall provide full details of such incident.

## **7 CONFIDENTIALITY**

68. All information exchanged between the Parties shall be treated as confidential and shall not be disclosed to a Third Party without the other Party's written permission, unless such information:
- (a) is already known to the Party in question at the time the information was received, or
  - (b) is or becomes part of the public domain other than through a fault of NPD or Contractor, or
  - (c) is rightfully received from a Third Party without an obligation of confidentiality

Each of the Parties may, however, use or disclose confidential information to anyone other than Contractor or NPD to the extent necessary for the performance of and control of the Work. In such cases the Parties shall ensure that the Third Party signs a written confidentiality agreement in accordance with this article.

NPD shall be entitled to free use of information presented and consecutively handed over to NPD as Contractor's result of the Work.

Contractor shall not publish information concerning the Work or the Contract without NPD's written approval, which shall not be unreasonably withheld.

The provisions of this article shall not prevent a Party from disclosing confidential information to any Authorities lawfully requesting such information or to a Third Party to the extent necessary, according to applicable law.

Confidential information shall be treated in a secure manner. Documentation shall be kept in locked files and electronically stored information shall be inaccessible to unauthorized personnel.

The provisions of this article shall be a continuing obligation and shall survive the cancellation, termination or expiry of this Contract.

Upon request from the NPD, and after delivering of all data to and acceptance from the NPD, the Contractor shall permanently delete all of the data from the Contractors' and any Third Parties' databases.

## **8 OTHER PROVISIONS**

### **8.1 Proprietary rights**

69. The results of the Work shall be the property of NPD solely.

Commercial and technical information, including drawings, documents and computer programs regardless of method of storage, and copies thereof, provided by NPD to Contractor shall be the property of NPD, and shall be returned to NPD after the completion of the Work. The same applies to information developed by Contractor mainly on the basis of information provided by NPD.

## **8.2 Assignment**

70. Neither NPD nor Contractor shall have the right to assign the Contract or a part of the Contract to a Third Party.

## **8.3 Subcontractors**

71. Contractor shall not enter into any Subcontract unless it is according to the Contractor's own tender, and the Subcontractor is accepted by NPD.
72. Contractor is responsible in accordance with the Contract for the due and proper fulfilment of all Subcontracts and for all Work.
73. Subcontracts shall also contain those provisions of the Contract, which are necessary to enable Contractor to fulfil its obligations in accordance with the Contract. When requested by NPD, Contractor shall provide copies of all Subcontract documents prior to entering into the Subcontract.

## **8.4 Notices**

74. All notices, claims and other notifications to be given in accordance with the provisions of the Contract, shall be submitted in electronic writing to the relevant Party's representative according to article 6, and to such address as given in this Contract or as changed by notice.

## **8.5 Mortgages and Encumbrances**

75. Prior to allowing any mortgages to be registered on the Survey Vessel, Contractor must present to NPD a declaration in terms satisfactory to NPD, from the mortgagee to the effect that the mortgagee will uphold and respect this Contract and all the rights that NPD have thereunder, and that consequently the mortgagee will not take any action in respect of the Survey Vessel that would put the performance of this Contract in jeopardy.

## **8.6 Applicable Law**

76. This Contract shall be governed by and interpreted in accordance with Norwegian law.

Any disputes arising in connection with or as a result of the Contract, and which are not resolved by mutual agreement, shall be settled by court proceedings unless the Parties agree otherwise. Any court proceeding shall be brought before applicable Norwegian District Court.

## **8.7 Limitation and exclusion of overall liability**

The provisions of the Contract describe NPD's sole remedies as regards deficient or delayed performance of the Work. The total aggregate and maximum liability of Contractor with respect to the Contract (and regardless of whether the Contract is terminated or not) whether based on contract, law, warranty, tort, negligence, strict liability or otherwise, shall not exceed the Contract Price, and NPD releases and shall hold harmless Contractor from any liability in excess thereof.



**9 SIGNATURES**

For NPD: \_\_\_\_\_ For Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

## **APPENDIX 1: Tender document with appendices**

## **APPENDIX 2: Clarifications between the Parties**

## **APPENDIX 3: Contractor's tender with appendices**