



**STANDARD CONTRACT  
FOR SERVICES**

*Conditions of contract*

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## PART I INTRODUCTION

### Art. 1 Definitions

- 1.1. Work means all work which the Contractor shall perform or cause to be performed under the Contract.
- 1.2. Variation to the Work means a variation to the Work, Scope of Work, Contract Schedule, Specifications, Drawings and Company Provided Items made in accordance with the provisions of Art. 10
- 1.3. Completion Certificate means the document to be issued by the Company in accordance with Art. 13 when the Work, with the exception of Guarantee work, has been completed.
- 1.4. Force Majeure means an event beyond the control of either party, which could not have been foreseen by either party at the time of entering into the Contract, and whose consequences neither party could reasonably be expected to overcome or avert.
- 1.5. Guarantee Period means the period specified in Art. 16.2.
- 1.6. Compensation means the sum payable to the Contractor, as that sum is increased or decreased in accordance with the provisions of the Contract.
- 1.7. Contract means the Form of Agreement, these Conditions of Contract and all Annexes, Appendices and Exhibits listed in the Form of Agreement
- 1.8. Quality Costs means costs resulting from those measures Contractor initiates, prior to delivery, in order to overcome shortcomings in quality relative to Contract requirements, and which results from Contractor's performance under the Contract, and which is not contributable to circumstances for which Company is responsible.
- 1.9. Contractor ref definition in Form of Agreement
- 1.10. Contractor Group means the Contractor, those of its Affiliated Companies that will take part in the Work, its Subcontractors and their suppliers and subcontractors, all parties to any partnership set up specifically to perform the Work, and all employees of all the aforementioned companies.
- 1.11. Company means OKEA AS on behalf of Company Group in licence no. 93.
- 1.12. Company Representative means the person appointed at any given time to act on the Company's behalf under Articles 3.

- 1.13. Company Group means those who at any time own a share of the operation on whose behalf the Contract is made, provided they or their Affiliated Companies act, individually or in groups, in their capacity as owners of such a share, the Company's contractors and their suppliers and subcontractors in connection with deliveries to the Company, and within the same framework, the employees of the said companies and others contracted by the Company.
- 1.14. Affiliated Company means the parent company of one of the parties to the Contract or any company, which, according to the Norwegian Public Limited Companies Act (Allmennaksjeloven) Section 1-3, shall be regarded as a subsidiary company of the parent company or of a party to the Contract.
- 1.15. Third Party means a party other than the Contractor or Company.
- 1.16. Subcontractor means a Third Party which has entered into an agreement with the Contractor for the supply of goods or services in connection with the Work.
- 1.17. Subcontract means Work to be performed by a Subcontractor.
- 1.18. Workplace means any place where Work is being performed.

### Art. 2 Contract Duration

- 2.1. As specified in Form of Agreement.

### Art. 3 The parties' representatives

- 3.1. Before the Work commences, each party shall appoint a representative who is authorised to act on its behalf in all matters which concern the Contract, and appoint a deputy to act in his/her stead. Provided the other party is notified, each party may appoint a new representative or deputy.
- 3.2. A representative or his/her deputy may delegate specific tasks to one or more persons appointed by him/herself, hereunder also from 3<sup>rd</sup> party. In such case, the other party's representative shall be notified of the extent of the authority vested in such person(s).
- 3.3. Contractor shall grant Company Representative access to the building site and the Work (and all sites where the Work is being carried out) during working hours. This also applies to persons authorised by Company Representative provided that notice of such authorisation has been given in reasonable time in advance.

## PART II PERFORMANCE

### Art. 4 Contractor's Obligations – Main Provisions

- 4.1. The Contractor shall perform the Work with skill and care in accordance with this Contract. As part of such performance, it shall:
- a. attach importance to safety-related matters, in order to protect life, health, property and the environment; and
  - b. cooperate with the Company Representative and any person he/she might appoint.
- 4.2. The Contractor shall keep informed about and comply with:
- a. applicable statutes and regulations, including those relating to residence/ work permits, reporting of employment conditions/ tax liability and hiring out of personnel,
  - b. requirements and instructions issued by the relevant classification societies and government authorities,
  - c. applicable trade union and wage agreements.
- 4.3. Without limiting the generality of Art. 4.2 and in recognition of the principles of:
- a. the Norwegian Penal Code (in particular paragraphs 387, 388 and 389),
  - b. the United States Foreign Corrupt Practices Act ("FCPA") and
  - c. any applicable laws relating to anti-bribery and corruption of any country in which Contractor performs work under this Contract,
- Contractor represents and agrees that he will not, whether in Norway or abroad:
- a. directly or indirectly, give or offer any improper advantage to anyone in connection with post, office or commission, or
  - b. 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
  - c. directly or indirectly, give or offer any improper advantage with the purpose of influencing the performance of a post, office or commission, or
  - d. 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 Company's request, give a written statement to Company confirming that he has complied with all requirements of Articles 4.2, 4.3, 7.2 and 16.3.

Contractor shall immediately report to Company any act or omission which could possibly be seen as a breach of Articles 4.2, 4.3, 7.2 and 16.3. In such instances Contractor shall give Company access to all documents which in Company's sole opinion may be relevant to determine whether such a breach has occurred.

- 4.4. The Contractor shall, in due time, obtain and maintain such approvals and permits as are necessary for the performance of the work and which must or may be obtained in the Contractor's name.

The Company shall, in due time, obtain and maintain all other approvals and permits. When so requested by the Company, the Contractor shall assist in obtaining approvals and permits which relate to the Work and which may only be obtained in the Company's name.

- 4.5. The Company may require the Contractor to submit to the Company such information about the performance of the Work and the Contractor Group as the Company is obliged to submit to the authorities.

- 4.6. Contractor shall ensure that the employment of personnel of Contractor Group performing work in Norway are in accordance with Norwegian laws, rules and regulations applicable for the employment of personnel in Norway.

Company shall have access to all contracts of employment and any other relevant documents necessary to accommodate Company's need for control that the requirement according to first paragraph is adhered to.

- 4.7. The Contractor shall search for defects and inconsistencies ("errors") in drawings and specifications provided by the Company.

- 4.8. The Contractor shall without undue delay notify the Company if any such "errors" are discovered.

If the Contractor fails to notify the Company of any "error" it has discovered, or which it ought to have discovered through its quality assurance system, all additional direct costs incurred consequently shall be carried by the Contractor. Contractor shall carry costs incurred by Company under other contracts whose performance is affected by the Work, subject to the limitations provided for in Art. 20.7.

**Art. 5 Subcontracts**

- 5.1. The Contractor shall not enter into Subcontracts for parts of the Work without obtaining the Company's prior written consent, which will not be unreasonable withheld.
- 5.2. Under the Contract, the Contractor is responsible for the fulfilment of Subcontracts.
- 5.3. Subcontracts shall include such terms and conditions of Contract as are necessary for the Contractor to fulfil its contractual obligations.

At Company's request, Contractor shall provide Company with copies of all contract documents relating to a Subcontract prior to entering into such Subcontract.

However, Company is only entitled to require the disclosure of contractual terms and conditions relating to contract price and payment if Company is to pay for the Subcontract on a reimbursable basis.

**Art. 6 Personnel**

- 6.1. At the Company's request, the Contractor shall submit detailed records of the qualifications of the personnel who will be performing the Work.
- 6.2. The Company reserves the right to approve all personnel who will be performing work under the Contract. The same applies when approved personnel are being replaced.

If there are reasonable grounds for so doing, the Company may also require that previously approved personnel be barred from performing work under the Contract.

At its own expense, the Contractor shall replace personnel who conduct themselves in an improper manner or who have proved unsuitable for their tasks.

- 6.3. At its own expense, the Contractor shall ensure that personnel who are to perform parts of the Work offshore, have passed the statutory safety course and medical examinations in accordance with the applicable statutes and regulations and as defined in Exhibit D prior to the commencement of the Work, unless the relevant government authorities have granted dispensation.
- 6.4. For Work performed in Norway or on the Norwegian continental shelf, the Contractor shall ensure that opportunities exist for trade union activity among the Contractor's employees, the Subcontractor's employees and hired labour in accordance with Norwegian practice.

**Art. 7 Quality Assurance**

- 7.1. The Contractor shall have an implemented and documented quality system in accordance with the requirements specified in Exhibit D – Administration Requirements.

- 7.2. Contractor shall have an implemented and documented quality system, hereunder systems that fulfil Company's standard requirements relating to the control and monitoring of safety, occupational health and working environment issues, and procedures, including management control systems, to prevent Contractor's employees, personnel, agents and/or contractors from doing or omitting anything which could be considered a breach of Articles 4.2 and 4.3.

Contractor shall require any of its subcontractors to agree to and comply with contractual provisions identical to those contained in Articles 4.2, 4.3, 7.2, 16.3 and 21.1.

- 7.3. The Company Representative, and personnel authorised by him/her, shall have the right to undertake quality audits and verifications of the quality assurance system employed by the Contractor and any Subcontractors.

- 7.4. The Company Representative, or personnel authorised by him, shall have the right to undertake inspections and verifications which are considered necessary to ensure that the Work is performed in accordance with this Contract, on sites at which the Work is being or has been performed. The Contractor shall provide all necessary assistance in connection with such inspections and verifications.

**Art. 8 Safety, occupational health and the working environment**

- 8.1. The Contractor shall have documented systems which fulfil the Company's standard requirements relating to the control and monitoring of safety, occupational health and working environment issues as specified in Exhibit D – Administration Requirements.

- 8.2. The Contractor shall have a documented system for the selection and training of personnel, and for the provision and maintenance of equipment, in order to ensure that the Work is carried out by qualified personnel and with suitable equipment which is kept in operative, approved condition.

**PART III PROGRESS**

**Art. 9 Progress schedule – delays**

- 9.1. The Contractor shall perform the Work in accordance with Exhibit C – Progress Schedule.

- 9.2. Should the Contractor have cause to believe that the Work cannot be carried out in accordance with the progress schedule, it shall notify Company immediately, specifying:
- a. the cause of the delay,
  - b. assumed effects on the progress schedule and the Work,
  - c. any measures the Contractor considers appropriate in order to avoid, recover or limit the delay.
- 9.3. If the Contractor's measures to avoid or recover a delay are insufficient, the Company may require the Contractor, at its own expense, to implement the measures that are deemed necessary. If the delay is caused by circumstances for which the Company is responsible, the Company may only demand that such measures be initiated pursuant to the provisions of Art. 10 .

#### **PART IV VARIATIONS AND CANCELLATION**

##### **Art. 10 Right to Variations to the Work**

- 10.1. The Company is entitled to order such changes to the Work as it finds desirable.
- A change may involve an increase or reduction of scope, a change in the character, nature or performance of all or parts of the Work, as well as changes to the progress schedule.
- Nevertheless, Company has no right to order variation work which cumulatively exceeds that which the parties could reasonably have expected when the Contract was entered into.
- 10.2. If the Company issues a change order, the Contractor shall submit an estimate to Company without undue delay, unless the parties have agreed otherwise. The estimate shall include:
- a. a description of the relevant change work in question,
  - b. a detailed schedule for the change work, showing all required resources and significant milestones,
  - c. the effect on the Compensation,
  - d. the effect on the progress schedule.
- 10.3. In the event laws, statutes, and/or regulations issued by a public authority and made effective after contract award, and such law, statute, and/or regulation necessitate variations to the Work or its execution, and this affects Contractor's costs and/or progress, either party may demand that the Compensation or progress schedule be varied to reflect the effect of such law, statute, and/or regulation.

- 10.4. Changes to the Work that are necessitated by circumstances for which Contractor is responsible, shall not entail any changes in the Compensation or progress schedule in favour of the Contractor.

##### **Art. 11 Effects of changes to the Work**

- 11.1. Unless otherwise agreed, all Contractor's obligations under the Contract shall also apply to work initiated through a Change Order.
- 11.2. Unless otherwise agreed between the parties, payment for change work shall be determined according to the following principles:
- a. By using the rates described in the Contract,
  - b. If no comparable rates have been set, the parties shall agree on a price which reflects the general price level found in the documents mentioned.

##### **Art. 12 Issue of change orders**

- 12.1. All changes to the Work under Art. 10 and Art. 11 are subject to a change order issued by Company.
- 12.2. A change order shall be expressly identified as such and must be issued on a standard form. The order shall include a complete description of the change work and a schedule for its execution, as well as a specification of its effects on Compensation and on the progress schedule to the extent possible.
- 12.3. On receipt of a change order, the Contractor shall implement it without undue delay, even if the change order's effect on Compensation, on the progress schedule and other terms and conditions of the Contract has yet to be determined.

##### **Art. 13 Cancellation**

- 13.1. The Company may cancel Work under the Contract by giving notice to Contractor, after which all Work shall cease.
- 13.2. Following such cancellation, the Company shall pay:
- a. the balance due to the Contractor for that part of the Work which has already been performed,
  - b. all necessary cancellation charges and administration costs incurred by the Contractor in connection with the cancellation.
- 13.3. The Contractor shall hand over copies of all plans, drawings, specifications and other documents that the Company is entitled to use under the Contract.

**Art. 14 The Company's right to temporarily suspend the Work**

- 14.1. Company may temporarily suspend the performance of the Work, or parts thereof, by giving reasonable notice to Contractor.
- 14.2. The notice shall specify which part of the Work shall be suspended, the effective date of the suspension, and the expected date for resumption of the Work.
- 14.3. Following such suspension of the Work, Company shall pay relevant, documented costs incurred in connection with the suspension.
- 14.4. Contractor shall resume the Work after notification by Company.

**PART V DELIVERY AND PAYMENT**

**Art. 15 Delivery and completion of the Work**

- 15.1. At the Contractor's request, the Company shall issue a Completion Certificate for the delivery of the Work when the Work, with the exception of Guarantee work, has been carried out in accordance with the Contract, or when the Company has otherwise approved the Work. In the event a Completion Certificate is issued, both start and duration of the Guarantee Period shall be stated in such Completion Certificate.

**Art. 16 Payment, invoicing and audit**

- 16.1. Company shall pay the Contract Price to Contractor within the time limits and in accordance with the terms and conditions set out in this Article and elsewhere in the Contract.

Company does not compensate Contractor for Quality Costs.

- 16.2. Unless otherwise agreed in Exhibit B – Compensation, the following rules shall apply to invoicing:

- a. The Work may be invoiced once Company has verified the standard time sheets/forms.
- b. Contractor shall, by the agreed monthly deadline following the cut-off date, submit its invoice to Company for that part of the Compensation which is to be paid for the Work carried out up until the cut-off date. The invoice shall be sent to the address specified in the Contract.

Demands presented more than 120 days following completion of the Work will not be met.

- c. The invoice shall be identified by the contract number, and any and all documentation required to verify the invoiced amount shall be enclosed.
- d. Company shall pay the approved invoice amount within 60 days of receiving the invoice.
- e. Company may withhold any disputed or unsubstantiated amount.

If it is subsequently established that Company had an obligation to pay the withheld sum, Company shall pay interest on overdue payments from the due date of the invoice pursuant to the Norwegian Act relating to Interest on Overdue Payments etc. (Act no. 100 of 17 December 1976).

- f. Any amount owed to Company by Contractor may be deducted from the payment provided that such set-offs are in accordance with applicable legislation.

- 16.3. All financial settlements, billings and reports rendered to Company shall reflect properly the facts about all activities and transactions handled for the account of Company. The data may be relied upon as being complete and accurate in any further recordings and reporting made by Company or its representatives for whatever purpose.

- 16.4. The Company is entitled to conduct audits at the Contractor's premises of all payments made for reimbursable work. During office hours, the Company shall have access to all time sheets, minute books and other documents, including Subcontractors' original invoices and all enclosed documentation relating to such reimbursable work, as well as all ledgers in which such accounting items have been entered.

The Company is entitled to conduct audits throughout the Contract period and for up to two years after the year in which the Contract expires or is terminated.

Payment shall not affect the Company's audit rights. Should any errors be found, the accounts shall be resettled, regardless of whether this is in the Contractor's favour or disfavour.

**Art. 17 Title**

- 17.1. Title to the outcome of the Work shall pass to Company progressively as the Work is performed.

If they have been paid for by the Company, the equipment and materials purchased or produced in connection with the Work are the



property of the Company. The Contractor shall label such equipment and materials "Property of OKEA AS" and ensure that it is maintained. The Company's equipment and materials shall not be used for other work without the written approval of the Company.

Within three months of completing the Work, the Contractor shall return the Company's equipment and materials, unless otherwise agreed by the parties.

#### **Art. 18 Contractor Guarantee**

18.1. The Contractor guarantees the performance of the Work and any materials used in connection with the Work, and that the Work and materials are suitable for their intended purposes and uses as stated in the Contract.

18.2. The Guarantee Period will commence when the Completion Certificate is issued under Art. 15 or, in the event a Completion Certificate is not issued, from the due date of the final invoice and expires two years thereafter.

In the event delivery under this Contract is a part of a bigger project, the Guarantee period shall commence upon the commencement of the guarantee period for the main project (e.g. module or platform), and expire two years after the issue of completion certificate or expiration of the guarantee period for the main project. In the event the completion certificate for this delivery does not correspond with start of the guarantee period for the main project, Contractor shall be responsible for the necessary preservation of the equipment in order to ensure the concurrence of the applicable guarantee periods.

The Contractor's liability for defects covered by the Guarantee is regulated by Art. 20 .

18.3. In case Contractor performs guarantee work during the Guarantee Period, he guarantees those parts of the Work affected by the guarantee work. This guarantee applies for one year after the date of completion of the guarantee work, unless the remaining part of the Guarantee Period is longer. The length of the guarantee for such parts of the Work shall, however, under no circumstances extend beyond two years after the completion of the first guarantee work.

### **PART VI BREACH OF CONTRACT**

#### **Art. 19 Contractor's Delay**

19.1. Delay occurs when the Work has not been carried out according to Contract and in accordance with Exhibit C – Contract Schedule.

19.2. If Work is delayed in relation to the liquidated damages milestones set forth in the Contract schedule, Contractor shall pay such liquidated damages to Company.

Daily Liquidated damages equals 0.35 per cent of the estimated Compensation specified in the Contract. However, liquidated damages shall never be less than NOK 2,000 per day, or the equivalent in other currency.

19.3. Contractor's cumulative liability for liquidated damages under this Contract is limited to 10 per cent of the estimated Contract price specified. If Contractor's delay results in Company incurring additional costs under other contracts affected by the Work, these costs shall be borne by Contractor with the limitations set out in Art. 20.7, Contractor's defect and Guarantee liabilities.

19.4. Company may terminate this Contract due to delay in accordance with the provisions of Art. 21 .

#### **Art. 20 Contractor's defect and Guarantee liabilities**

20.1. The Work shall be deemed defective when the results of the Work do not comply with the requirements of the Contract or when the Work is not performed in accordance with the requirements of the Contract.

20.2. In the event the Work is found defective, or a defect for which Contractor is responsible under the guarantee provisions stated herein is discovered during the guarantee period, Contractor shall be responsible for such defect under this Article.

Contractor is, however, liable for a defect only if Company has given notice of the defect, without undue delay after having discovered the defect, or after it ought to have discovered it. Such notice must, in any case, have been given at the latest before the expiry of the Guarantee Period. If the notice concerns defects in guarantee work, then it must have been given before the expiry of the period set forth in Art. 18.3.

20.3. If Contractor is responsible for a defect, it shall rectify the defect as soon as possible at its own cost.

Contractor shall notify Company of the measures it intends to apply, and the time for rectification. Company shall notify Contractor of its views on the rectification plans without undue delay. Company shall not unreasonably prevent Contractor from performing the planned rectification.

20.4. If Contractor is unable to rectify a defect within a reasonable time after Company's notification, then Company shall be entitled to rectify the defect itself or to engage a Third Party to do so. In such case, Contractor shall pay the necessary costs of rectification, provided Company acts in a reasonable manner.

If Company refuses to allow Contractor to perform the rectification work, then Contractor shall pay to Company an amount equal to the costs which Contractor would have incurred by carrying out the rectification work himself.

20.5. If a defect for which Contractor is responsible causes Company to incur additional costs under other contracts affected by the Work, these costs shall be borne by Contractor with the limitations set out in Art. 20.7.

20.6. In addition to the above, Company may also claim damages for defects in accordance with applicable law.

Company may terminate the Contract on grounds of defects under the provisions of Art. 21 .

20.7. Contractor's aggregated liability for costs incurred by Company under other contracts due to circumstances for which Contractor is responsible under Articles 4.5, 19.3 and 20.5, is limited to 15 per cent of the Contract value, provided such costs is not a result of gross negligence or wilful misconduct by Contractor.

#### **Art. 21 Termination due to Contractor's breach of contract**

21.1. Company is entitled to terminate this Contract with immediate effect by notifying Contractor when:

- a. Company is entitled to maximum liquidated damages under Art. 19.3,
- b. Contractor is in substantial breach of Contract, provided that any violation of the provisions in Art. 4.3 shall always be considered a substantial breach, or
- c. Contractor becomes insolvent or suspends its payments.

21.2. Upon termination of the Contract, the Company is entitled to take over from the Contractor materials, items supplied by the Company under the Contract, subcontracts, documents and other rights which are required to enable the Company to complete the Work on its own accord or with the assistance of others.

21.3. Upon termination of the Contract, the Company may also invoke one or more of the following claims:

- a. The Company may claim compensation for delay in the form of liquidated damages under Art. 19.1.
- b. The Company may claim compensation for defects and other breach of Contract under Art. 21 .

#### **PART VII FORCE MAJEURE**

##### **Art. 22 Effects of Force Majeure**

- 22.1. Neither of the parties shall be considered to be in breach of an obligation under the Contract if he is able to establish that fulfilment of the obligation has been prevented by Force Majeure.
- 22.2. The party invoking Force Majeure shall, as soon as possible, notify the other party of the Force Majeure situation.
- 22.3. In the case of Force Majeure, each party shall cover its own costs resulting from the Force Majeure situation.
- 22.4. If a Force Majeure situation lasts without interruption for sixty days or more, or it is evident that it will do so, each party shall be entitled to terminate the Contract by giving notice to the other party.

#### **PART VIII LIABILITY AND INSURANCE**

##### **Art. 23 Discharge of liability - indemnification**

23.1. Contractor shall indemnify Company Group from and against any claim concerning:

- a. personal injury to or loss of life of any employee of Contractor Group,
- b. loss of or damage to any property of Contractor Group,
- c. Contractor Group's own consequential losses,

which may arise in connection with the Work, irrespective of any liability on the part of Company Group.

23.2. Company shall indemnify Contractor Group from and against any claim concerning:

- a. personal injury to or loss of life of any employee of Company Group,
- b. loss of or damage to any property of Company Group,
- c. Company Group's own consequential losses,

which may arise in connection with the Work, irrespective of any liability on the part of Contractor Group.

23.3. Contractor shall indemnify Company Group against any and all claims relating to loss or damage incurred by all other parties than Contractor Group and Company Group in connection with the Work, even if the loss or damage was caused by circumstances for which Company Group might be liable.

Contractor's liability for loss or damage under Art. 23.3, shall be limited to NOK 2,000,000.- for each incident, or the equivalent amount in other currency.

If claims specified under the first paragraph exceed the above limitations, Company shall indemnify Contractor Group for the excess amount, irrespective of whether Contractor Group might be liable in any way.

23.4. Contractor shall indemnify Company Group against claims arising from the infringement of patent or other intellectual property rights in connection with the Work or Company's utilisation of the results. This does not apply, however, if such infringement was the result of the use of Company's drawings, specifications, deliveries or a Third Party's process licence nominated by Company.

23.5. Contractor shall indemnify Company for failure in whole or in part to pay any and all applicable taxes and public charges for personnel involved in the performance of the Work.

23.6. Contractor shall indemnify Company from any cost including legal fees incurred as a consequence of failure by Contractor Group to comply with any law, regulation and/or requirements of authorities having jurisdiction at any Site.

23.7. Contractor Pollution: Contractor shall be responsible for and indemnify the Company Group against any claim of whatsoever nature arising from any pollution and contamination and/or cleaning up and controlling pollution or contamination which emanates from any items owned by the Contractor, pursuant to the work performed under this Agreement.

23.8. Company Pollution: The Company shall be responsible for and indemnify the Contractor against any claim of whatsoever nature arising from pollution and contamination and/or cleaning up and controlling pollution or contamination other than that specified in Clause 23.7 above.

#### **Art. 24 Insurance**

24.1. The Contractor shall, at its own cost and for the duration of the Contract Period, maintain insurance cover with respect to its liability under the Contract. The Contractor's insurance policy

shall stipulate that Contractor's insurer shall waive any rights of recourse in relation to the Company and the Company Group for the duration of the Contract. The Contractor shall ensure that the insurance policy allows the Company to have direct contact with the insurer over claims which the Contractor shall cover under the Contract, and that the policy includes a clause to ensure that the Company will be notified by the insurer well before it terminates the policy or if the policy lapses for any other reason.

The certificate of insurance shall be presented to the Company on request.

#### **PART IX PROPRIETARY RIGHTS, ETC.**

##### **Art. 25 Rights to documents and computer programs**

25.1. Documents, computer programs and models provided by the Company for the Contractor's use, and all copies of such items, shall be the Company's property. The Contractor shall not use such documents, computer programs, models or copies for any other purpose than the Work, and shall return all of these items to the Company when the Contract expires, unless otherwise agreed between the Company and the Contractor.

25.2. Documents, computer programs and models which the Contractor has handed over to the Company and of which the Contractor was in possession prior to signing the Contract, shall be the Contractor's property. The same applies to all copies of the said documents and computer programs.

The Company is, however, entitled to use such documents, computer programs, models and copies in connection with the operation, repair, maintenance and modification of the results of the Work.

25.3. Documents, computer programs, models, data, results, calculations, drawings, sketches, equipment, reports etc. which have been developed in connection with the Work, shall be the Company's property.

The Contractor is, however, entitled to use results of a general nature in its own activities, unless otherwise agreed between the Company and the Contractor.

25.4. Computer programs, or improved versions of such programs, which are not part of the Work, but which have been provided by one of the parties for the purpose of carrying out the Work, shall be the property of that party. The Company is entitled to use the Contractor's computer programs as mentioned above in

other activities in which the Company is involved, provided that payment for such use has been stipulated in Exhibit B. The Company may also assign this right of use to a Third Party in connection with such activities.

Improved versions of the Contractor's computer programs which are developed as part of the Work, shall be the Contractor's property, such however that the Company shall be entitled to use such improved software at any time in its own activities.

- 25.5. In cases where the Contractor provides personnel who largely perform the Work as hired personnel in the Company's organisation, all documents, models, computer programs, inventions and new technology resulting from the Work performed by such personnel shall be the Company's property and may only be used by the Contractor by agreement with the Company.

#### **Art. 26 Inventions**

- 26.1. Inventions and new technology developed by Contractor during performance of the Work, shall be Contractor's property. However, inventions and new technology largely based on information provided by Company, shall be Company's property.

Contractor shall notify Company of any such inventions or new technology which are to be Company's property, and Contractor shall provide all necessary assistance for Company to have the inventions patented. Company shall pay Contractor for all reasonable expenses in connection with such assistance, including remuneration of Contractor's employees or others in accordance with current legislation.

- 26.2. Company shall give Contractor an irrevocable, royalty-free, non-exclusive right to use inventions and technology which are Company's property under Art. 26.1.
- 26.3. Contractor shall give Company an irrevocable, royalty-free, non-exclusive right to use inventions and technology developed by Contractor in connection with the Work for use in Company's activities.

#### **Art. 27 Confidentiality**

- 27.1. All information which the parties exchange or otherwise acquire during performance of the Work shall be kept confidential and must not be disclosed to a Third Party without the other party's consent, except as specified under Art. 28.2 and in cases where the parties are able to prove that the information was obtained from a Third Party which has a legitimate right to disclose such information, or if the information is available in the public domain.

Nevertheless, each party may use or disclose such confidential information to Subcontractors and authorities to the extent that this is required for the performance and verification of the Work. In such cases the parties shall ensure that Subcontractors sign a written confidentiality agreement which includes the requirements specified under Art. 27 .

- 27.2. The Company is entitled to freely use information presented and handed over to the Company on an ongoing basis as the results of the Contractor's work.
- 27.3. The Contractor shall not publish information concerning the Work or the Contract without the Company's prior written approval.
- 27.4. Confidential information shall be handled securely. Documentation shall be stored in locked files, and electronically stored information shall be inaccessible to unauthorised personnel. All such confidential information and all material to which the Company has legal title, shall be kept separate from the Contractor's files and computer records to which its employees have unrestricted access. All material provided by the Company for the Contractor's use shall be returned once the Work is completed unless otherwise agreed.
- 27.5. The obligation to observe confidentiality shall extend beyond the Contract Period.

#### **PART X OTHER PROVISIONS**

##### **Art. 28 Assignment of Contract, etc.**

- 28.1. Company may assign its rights and obligations under the Contract to a Third Party provided that Company can prove that the assignee has the financial strength necessary to fulfil Company's obligations under the Contract. If so requested by Contractor, Company shall provide satisfactory security for the Third Party's fulfilment of the obligations.
- 28.2. Contractor may not assign or mortgage the Contract, any part of it or interest in it to a Third Party without Company's consent, which will not be unreasonably withheld. Such consent is not necessary in the case of assignment or mortgaging to a bank or other financial enterprise.

##### **Art. 29 Notices**

- 29.1. All notices, demands and other notifications to be issued under the provisions of the Contract shall be submitted in writing to the other party's representative in accordance with Art. 4 , concerning the Contract.

**Art. 30 Norwegian law and the settlement of disputes**

- 30.1. This Contract shall be governed and construed in accordance with Norwegian law.
- 30.2. Any disputes which may arise in connection with or as a result of the Contract, and which are not resolved amicably, shall be settled by court proceedings unless otherwise agreed between the parties. Any court proceedings shall be brought before Trondheim District Court.
- 30.3. Disputes shall be settled in accordance with Norwegian law.