



Annex 5 Section IIa

Conditions of Contract

Contents

1 DEFINITIONS	5
2 INTERPRETATION	7
3 CLIENT AND CONTRACTOR REPRESENTATIVES	7
4 CONTRACTOR'S GENERAL OBLIGATIONS	8
5 OFFSHORE TRANSPORTATION	9
6 CONTRACTOR TO INFORM ITSELF	10
7 CONTRACTOR TO INFORM CLIENT / CLIENT TO INFORM CONTRACTOR	10
8 ASSIGNMENT AND SUBCONTRACTING	11
9 CONTRACTOR PERSONNEL	12
10 EXAMINATION AND DEFECTS CORRECTION	13
11 VARIATIONS	14
12 FORCE MAJEURE	15
13 SUSPENSION	16
14 TERMS OF PAYMENT	17
15 TAXES AND TAX EXEMPTION CERTIFICATES	19
16 OWNERSHIP	21
17 PATENTS AND OTHER PROPRIETARY RIGHTS	21
18 LAWS AND REGULATIONS	23
19 INDEMNITIES	23
20 INSURANCE BY CONTRACTOR	25
21 CONSEQUENTIAL LOSS	26
22 CONFIDENTIALITY	26
23 CUSTOMS PROCEDURES	28
24 TERMINATION	29
25 AUDIT AND STORAGE OF DOCUMENTS	31
26 LIENS	31
27 BUSINESS ETHICS	32
28 ANTI-BRIBERY AND CORRUPTION	32
29 GENERAL LEGAL PROVISIONS	33
30 LIMITATIONS OF LIABILITY	34
31 RESOLUTION OF DISPUTES	35
32 RIGHTS OF THIRD PARTIES	36
33 HEALTH, SAFETY AND ENVIRONMENT	37

34 WRECKS	38
35 CLIENT APPROVAL	38
36 DISCREPANCIES	38
37 AMENDMENT TO THE CONTRACT	39
38 DUTCH STATUTORY REQUIREMENTS	39
39 FIELD DATA	39
40 FAILURE OF CONTRACTORS EQUIPMENT.....	39
41 WEATHER FORECASTING	40
42 LIQUIDATED DAMAGES	40
43 SALVAGE	40
44 GROUND RISK	41

1 DEFINITIONS

	The following definitions shall be used for the purpose of interpreting the CONTRACT. Further definitions not contained in this Clause 1 shall apply to the Section in which they are stated and subsequent Sections.
1.1	[Deleted]
1.2	"AFFILIATE" means, in relation to the relevant party, any holding company or subsidiary company, or any other subsidiary of such holding company or subsidiary company, and the expressions "holding company" ("deelneming") and "subsidiary" ("dochtermaatschappij") shall have the meanings respectively given thereto by art 2:24a Dutch Civil Code (DCC, "<i>Burgerlijk Wetboek</i>") and 2:24c DCC. For the EMPLOYER only "holding company" shall also mean any entity having, directly or indirectly, the power to direct or have an effect on the direction of the management or the decisions or policies of a corporation, company or other entity, whether: (i) through the ownership of voting rights; (ii) by contract; or (iii) otherwise. .
1.3	[Deleted]
1.4	"CLIENT" means the State of the Netherlands, which has its seat in The Hague, represented by the Minister of Economic Affairs and Climate Policy, legally represented by [signatory's name and position], also referred to as CONTRACTING AUTHORITY".
1.5	"CLIENT REPRESENTATIVE" means that person referred to in Clause 3.
1.6	"COMPETENT AUTHORITY" means (i) any person having legal, executive and/or regulatory authority and/or enforcement powers (including any public body or authority responsible for the investigation and/or prosecution of criminal offences) over either or both of the PARTIES or any of their AFFILIATES providing services in connection with this CONTRACT; and/or (ii) any court of law or tribunal with jurisdiction over either or both of the PARTIES or any of their AFFILIATES providing services in connection with the CONTRACT
1.7	"CONTRACT" means the CONTRACT Section I including the Conditions of Contract and other attachments of the AGREEMENT.
1.8	"CONTRACT PRICE" means the price for the WORK calculated in accordance with the CONTRACT, exclusive of Value Added Tax.
1.9	"CONTRACTOR" means the party with whom the CLIENT or CONTRACTING AUTHORITY concludes the Contract. "CONTRACTOR GROUP" means the CONTRACTOR, its SUBCONTRACTORS of any tier, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel). "CONTRACTOR GROUP" shall also mean subcontractors (of any tier) of a SUBCONTRACTOR which are performing WORK, their AFFILIATES, their directors, officers and employees (including agency personnel).
1.10	"CONTRACTOR REPRESENTATIVE" means that person referred to in Clause 3.
1.11	"EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT" means the date at which both parties have signed the AGREEMENT.

1.12	"SUBCONTRACT" means any contract between the CONTRACTOR and any party (other than the CLIENT or any employees of the CONTRACTOR) for the performance of any part of the WORK.
1.13	"SUBCONTRACTOR" means any party (other than the CONTRACTOR) to a SUBCONTRACT.
1.14	"TECHNICAL INFORMATION" means all such information provided by or caused to be provided by the CLIENT pursuant to the CONTRACT.
1.15	"VARIATION" means such instructions or adjustments as set out in Clause 11.
1.16	"WORK" means all the work that the CONTRACTOR is required to carry out in accordance with the provisions of the CONTRACT, including the provision of all materials, services and equipment to be rendered in accordance with the CONTRACT.
1.17	"WORKSITE" means the lands, waters and other places on, under, in or through which the WORK is to be performed including offshore installations, floating construction equipment, vessels (including the area covered by approved anchor patterns), design offices, workshops and places where equipment, materials or supplies are being obtained, stored or used for the purposes of the CONTRACT.
1.18	"SECTION III – Pricing schedule" shall be the schedule of rates applicable to the CONTRACT and referred to in the AGREEMENT.
1.19	"SECTION IV" shall be the Scope of Work applicable to the CONTRACT and referred to in the AGREEMENT as SECTION IV – Scope of Work and KEY DATES.
1.20	"CLIENT OFFSHORE REPRESENTATIVE" OR "OFFSHORE CLIENT REPRESENTATIVE" (used interchangeably) means the person or persons representing the CLIENT on-board the CONTRACTOR's vessel(s) and operating under a Temporary Delegation of Authority issued by the CLIENT REPRESENTATIVE for the duration of the offshore WORK.
1.21	"MOBILISATION" shall mean the process of preparing and transportation of the CONTRACTOR'S vessel and shall be completed when i. the CONTRACTOR'S vessel is ready for performing the survey WORK, and ii. the Marine Surveyor has approved the use of the vessel, and iii. the CLIENT has received and approved all CONTRACTOR'S plans as specified in Section IV Scope of Work prior to completion of MOBILISATION.
1.22	"AGREEMENT" means the written agreement between the CLIENT and the CONTRACTOR in which the terms and conditions have been recorded.
1.23	"FIELD DATA shall mean the various samples, logs, reports and analysis of whatever nature extracted, developed and calculated during the offshore phase of the WORK."
1.24	"TENDER DOCUMENT" means the document containing all the information about the tender procedure.
1.25	"OFFSHORE COMPLETION DATE" means the planned KEY DATE for the completion of the offshore phase of the WORK before adjustment for any extension of time caused by weather delay or any VARIATION where such VARIATION requires an extension or reduction of time or an extension of time permitted by any other provision in CONTRACT.

1.26	"COMPLETION DATE" means the planned KEY DATE for the completion of the WORK other than the repair of defects before adjustment for any extension of time caused by weather delay or any VARIATION where such VARIATION requires an extension or reduction of time or an extension of time permitted by any other provision in CONTRACT.
1.27	[Deleted]
1.28	"KEY DATES" mean the required ultimate completion dates for specific events regarding the progress of the WORK as set forth in the SECTION IV.
1.29	"WEATHER CONDITIONS" means the meteorological and oceanographic conditions that could impact that part of the WORK which is carried out offshore
1.30	"WIND FARM SITE" means a specific area within a WIND FARM ZONE (in Dutch "Kavel") that is designated for the development of an offshore wind farm as part of the Dutch Offshore Wind Energy Act (Wet Windenergie op zee).
1.31	"WIND FARM ZONE" means the areas within the Dutch EEZ that have been designated for the development of offshore wind farms, as laid down the Dutch regulatory framework regarding the use of the North Sea as part of the "Nationaal Waterplan".
1.32	"CO-VENTURER" means any other entity with whom CLIENT is or may be from time to time a party to a joint operating agreement or unitisation agreement or similar agreement relating to the operations for which the WORK is being performed and the successors in interest of such CO-VENTURER or the assignees of any interest of such CO-VENTURER.

2 INTERPRETATION

2.1	All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.
	Nevertheless, if for any reason it is considered necessary by the CLIENT REPRESENTATIVE or his authorized representative to give an instruction to the CONTRACTOR orally in the first instance, the CONTRACTOR shall comply with such instruction. Any such oral instruction shall be confirmed by the parties in writing as soon as possible under the circumstances, provided that if the CONTRACTOR confirms in writing any such oral instruction and CLIENT does not contradict such confirmation in writing without undue delay, it shall be deemed to be an instruction in writing by the authorized CLIENT REPRESENTATIVE.
2.2	Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
2.3	Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa.

3 CLIENT AND CONTRACTOR REPRESENTATIVES

3.1	General
(a)	The CLIENT REPRESENTATIVE and the CONTRACTOR REPRESENTATIVE are the persons named as such in Section I (CONTRACT).

	(b)	The CLIENT REPRESENTATIVE AND CONTRACTOR REPRESENTATIVE, or their delegates as duly appointed in writing, shall be readily available to enable both PARTIES to discharge their obligations under the CONTRACT.
	(c)	The CLIENT REPRESENTATIVE and any person authorized by him shall have access at all reasonable times to the WORKSITE and the CONTRACTOR shall afford every facility for and every assistance in obtaining the right of access.
3.2	CLIENT REPRESENTATIVE	
	(a)	The CLIENT REPRESENTATIVE has the authority to commit the CLIENT in all matters under the CONTRACT subject to Sub-Clause 3.2.d and shall be responsible for issuing to and receiving from the CONTRACTOR all notices, information, instructions and decisions.
	(b)	By notice to the CONTRACTOR, the CLIENT REPRESENTATIVE may at any time delegate in writing any of his authority to any nominated deputy. Such notice shall specify the precise authority of any such deputy and shall be sent to the CONTRACTOR REPRESENTATIVE.
	(c)	The CLIENT may change the CLIENT REPRESENTATIVE at any time and shall notify the CONTRACTOR of any change.
	(d)	Except as expressly stated in the CONTRACT, the CLIENT REPRESENTATIVE has no powers to amend the CONTRACT or to relieve the CONTRACTOR from any of its obligations under the CONTRACT.
3.3	CONTRACTOR Representative	
	(a)	The CONTRACTOR REPRESENTATIVE has the authority to commit the CONTRACTOR in all matters under the CONTRACT subject to Sub-Clause 3.3.d and commit the CONTRACTOR to any course of action within the rights and obligations of the CONTRACTOR under the CONTRACT, and shall be responsible for issuing to and receiving from the CLIENT all notices, information, instructions and decisions.
	(b)	The CONTRACTOR REPRESENTATIVE may delegate in writing any of his authority to any nominated deputy, the terms of such delegation being subject to the prior approval of the CLIENT which shall not be unreasonably withheld or delayed.
	(c)	The CONTRACTOR shall not change the CONTRACTOR REPRESENTATIVE or any nominated deputy without cause without the prior approval of the CLIENT which shall not unreasonably be withheld or delayed.
	(d)	The CONTRACTOR REPRESENTATIVE has no powers to amend the CONTRACT.
4 CONTRACTOR'S GENERAL OBLIGATIONS		
4.1	The CONTRACTOR shall provide all management, supervision, personnel, materials and equipment (except materials and equipment specified to be provided by the CLIENT), plant, consumables, facilities and all other things whether of a temporary or permanent nature, so far as the necessity for providing the same is specified in or reasonably to be inferred from the CONTRACT.	

4.2	The CONTRACTOR shall carry out all of its obligations under the CONTRACT and shall execute the WORK with all due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of work to be carried out under the CONTRACT.
4.3	Except to the extent that it may be legally or physically impossible or create a hazard to safety the CONTRACTOR shall comply with and strictly adhere to the instructions and directions by the CLIENT or the CLIENT'S REPRESENTATIVE or delegate as appointed under Sub-Clause 3.2, acting under the contractual mandate of CLIENT, on all matters relating to the WORK.
4.4	Materials and equipment or parts thereof provided by the CONTRACTOR for which there is no detailed specification included in the CONTRACT shall be of good quality and workmanship and fit for the intended purpose where a purpose is defined in the CONTRACT or, where no such purpose is defined, fit for its ordinary purpose.
4.5	In order to ensure that performance and completion of the WORK are not delayed or impeded the CONTRACTOR shall be responsible for the timely provision of all matters referred to in Clauses 4.1 and 4.4 and, where provided for elsewhere in the CONTRACT, for the timely request of materials, services and facilities to be provided by CLIENT under the CONTRACT.
4.6	The CLIENT reserves the right to let other contracts associated with the WORK. The CONTRACTOR shall afford the CLIENT and other contractors of the CLIENT reasonable access and opportunity for the performance of their work or contracts and shall co-operate fully with such parties. CONTRACTOR shall not be responsible for delays incurred due to providing such reasonable access in case the decision to delay has been agreed with the CLIENT OFFSHORE REPRESENTATIVE or CLIENT prior to the delay. In the case it has been agreed between CLIENT and CONTRACTOR that the delay is not due to the CONTRACTOR, the CONTRACTOR shall be entitled to an extension of the KEY DATES subject to the submission of its claim in accordance with Clause 11.
4.7	The CONTRACTOR shall be responsible for the programming of the WORK.
4.8	On completion of the WORK or any portion thereof, the CONTRACTOR shall without delay clear and remove all equipment and materials provided by the CONTRACTOR including debris, thereby leaving the WORKSITE in a clean, tidy and safe condition, down to at least 0.5m below the seabed.
4.9	Surplus material provided and / or owned by the CLIENT in the possession of the CONTRACTOR on completion of the WORK shall be disposed of by the CONTRACTOR in accordance with the instructions of the CLIENT REPRESENTATIVE.
4.10	Where vessel(s) of the CONTRACTOR are specified in the CONTRACT they shall not be replaced without the prior approval of the CLIENT. If a vessel is replaced, the functional specifications and performance of the vessel must at least be equal to or better than those of the original vessel(s) and must meet the criteria agreed by the CLIENT and CONTRACTOR in this regard.
5 OFFSHORE TRANSPORTATION	

5.1	Where WORK is to be performed offshore, the CONTRACTOR shall be responsible for all routine and medi-vac transportation for CONTRACTOR provided personnel, and transportation for CONTRACTOR- provided equipment and material.
5.2	The CONTRACTOR shall provide offshore transportation, accommodation, and subsistence on the CONTRACTOR's vessel for the CLIENT OFFSHORE REPRESENTATIVES free of charge. CONTRACTOR shall be entitled to recover from the CLIENT all costs incurred in connection with medi-vac services provided in relation to the CLIENT OFFSHORE REPRESENTATIVE specifically.
6 CONTRACTOR TO INFORM ITSELF	
6.1	The CONTRACTOR shall be deemed to have satisfied itself, before entering into the CONTRACT, as to the extent and nature of the WORK including but not limited to the services, personnel, materials and equipment, plant, consumables and facilities required for the WORK, the correctness and sufficiency of the rates and prices entered in Section III, general and local conditions, and all other matters which could affect progress or performance of the WORK.
6.2	Any failure by the CONTRACTOR to take account of matters which affect the WORK will not relieve the CONTRACTOR from its obligations under the CONTRACT.
7 CONTRACTOR TO INFORM CLIENT / CLIENT TO INFORM CONTRACTOR	
7.1	The CONTRACTOR shall notify the CLIENT without undue delay of all things which in the opinion of the CONTRACTOR appear to be deficiencies, omissions, contradictions or ambiguities in the CONTRACT or conflicts with applicable law. The CLIENT shall review these items and issue the necessary instructions before the CONTRACTOR proceeds with any part of the WORK affected. Subject to the provisions of Clause 11, the CLIENT shall issue a VARIATION if the CONTRACTOR can show that it has suffered delay and/or incurred additional cost as a result of any such instruction.
7.2	In addition to the requirements of Section V - Health, Safety and Environment and the provisions of Clause 33, the CONTRACTOR shall notify the CLIENT without delay of any accidents which occur in connection with the carrying out of the WORK. The CONTRACTOR shall also notify the CLIENT of any other incidents which occur which might affect the carrying out of the WORK or the CONTRACT.
7.3	The CONTRACTOR shall notify the CLIENT immediately of any proposed or actual stoppages of work, industrial disputes or other matters affecting or likely to affect the carrying out or completion of the WORK. When requested by the CLIENT the CONTRACTOR shall also supply to the CLIENT other information in connection with the WORK relating to industrial relations including but not limited to minimum rates of pay, allowances, amenities, working hours, periods of unpaid leave and overtime.
7.4	The CLIENT shall without delay provide to the CONTRACTOR all information affecting the WORK which the CONTRACTOR reasonably requires and requests from the CLIENT in order to properly perform the WORK in accordance with the CONTRACT.

7.5	If there is any possibility of the WORK being delayed due to other causes than WEATHER CONDITIONS, the CONTRACTOR will immediately notify the CLIENT, explaining the reasons for and the consequences of the potential delay. The CONTRACTOR will also propose measures to mitigate foreseen delay and to avoid further delay. Within a reasonable period after receiving the notification of potential delay, the CLIENT will notify the CONTRACTOR whether or not it agrees with the proposed measures and the consequences described by the CONTRACTOR. Agreement does not imply any acceptance by the CLIENT of the cause of the potential delay, and does not affect any other rights the CLIENT has under the CONTRACT
8 ASSIGNMENT AND SUBCONTRACTING	
8.1	Assignment
	(a) The CLIENT is entitled to assign the CONTRACT or any part of it or any benefit or interest in or under it to any CO-VENTURER or AFFILIATE of the CLIENT. In addition the CLIENT may make any such assignment to any other third party but only with the prior agreement of the CONTRACTOR which shall not unreasonably be withheld or delayed.
	(b) The CONTRACTOR undertakes that, in the event of any assignment described above, it will execute without delay a formal assignment of interest in the CONTRACT to the relevant party, to be effective upon the written assumption by the assignee of all rights and obligations of the CLIENT under the CONTRACT.
	(c) The CONTRACTOR shall assign neither the CONTRACT nor any part of it nor any benefit or interest in or under it without the prior approval of the CLIENT.
8.2	Subcontracting
	(a) The CONTRACTOR shall not subcontract the whole of the WORK. The CONTRACTOR shall not subcontract any part of the WORK without the prior approval of the CLIENT which approval shall not unreasonably be withheld or delayed. The CLIENT may attach conditions to its approval other than mentioned in the CONTRACT.
	(b) [Deleted]
	(c) No SUBCONTRACT shall bind or purport to bind the CLIENT-. Nevertheless the CONTRACTOR shall ensure that any SUBCONTRACTOR shall be bound by and observe the provisions of the CONTRACT in so far as they apply to the SUBCONTRACT. Each SUBCONTRACT shall expressly provide for the CONTRACTOR's unconditional right of assignment of the SUBCONTRACT to the CLIENT in the event that the CLIENT terminates the CONTRACT or the WORK.
	(d) The CONTRACTOR shall be responsible for all work, acts, omissions and defaults of any SUBCONTRACTOR as fully as if they were work, acts, omissions or defaults of the CONTRACTOR. The fact that the CLIENT has given its approval to subcontract a part of the WORK shall not diminish the CONTRACTOR's own responsibility, obligations and liability under the CONTRACT.

9 CONTRACTOR PERSONNEL

9.1	The CONTRACTOR undertakes to provide sufficient personnel at all times to ensure performance and completion of the WORK in accordance with the provisions of the CONTRACT.	
9.2	All personnel employed on the WORK shall, for the work which they are required to perform, be competent, properly qualified, skilled and experienced in accordance with good industry practice. The CONTRACTOR shall verify all relevant qualifications of such personnel.	
9.3	Where key personnel of the CONTRACTOR are specified in the CONTRACT they shall not be replaced without the prior approval of the CLIENT. Any replacement shall work with the person to be replaced for a reasonable handover period. If key personnel or supervisory personnel responsible for performing or supervising the WORK is replaced, the expertise, qualifications and experience of the replacement personnel deployed by the CONTRACTOR must be at least equal to those of the original personnel or must meet the criteria agreed by the CLIENT and CONTRACTOR in this regard.	
9.4	The CONTRACTOR shall ensure that such key personnel and supervisory personnel of the CONTRACTOR and SUBCONTRACTORS shall read, write and speak fluent English.	
9.5	The CONTRACTOR shall make its own arrangements for the engagement of personnel, local or otherwise, and, save in so far as the CONTRACT otherwise provides, for their payment and onshore transport, housing, maintenance and board and lodging.	
9.6	The CONTRACTOR shall be as responsible for any WORK performed by any agency personnel and by any other person provided by the CONTRACTOR in connection with the WORK as if the WORK was performed by the employees of the CONTRACTOR.	
9.7	The CONTRACTOR shall ensure that all employees of the CONTRACTOR and any SUBCONTRACTOR engaged in the performance of the WORK comply with applicable laws including immigration laws and where required are in possession of a valid work permit for the duration of the CONTRACT. When requested details of such work permits shall be submitted to the CLIENT prior to the employee being engaged in the WORK.	
9.8	The CLIENT may instruct the CONTRACTOR to remove from the WORKSITE any person engaged in any part of the WORK who in the reasonable opinion of the CLIENT is either:	
	(a)	incompetent or negligent in the performance of his duties; or
	(b)	engaged in activities which are contrary or detrimental to the interests of the CLIENT; or
	(c)	not conforming with relevant safety procedures described in Section V - Health, Safety and Environment or persists in any conduct likely to be prejudicial to safety, health or the environment.
	Any such person shall be removed forthwith from the WORKSITE. Any person removed for any of the above reasons shall not be engaged again in the WORK or on any other work of the CLIENT without the prior approval of the CLIENT.	

	The CONTRACTOR shall provide a suitable replacement for any such person within twenty four (24) hours or such longer time as may be agreed by the CLIENT.
10 EXAMINATION AND DEFECTS CORRECTION	
10.1	Examination
	In order to confirm that the requirements of the CONTRACT are met the CLIENT (or any third party deployed by CLIENT) shall have the right, but not the obligation, at all times during the performance of the WORK to examine the WORK, and all documentation relating thereto, and to reject any item which does not comply with all the requirements of the CONTRACT.
	Neither failure on the part of the CLIENT or others to inspect the WORK or witness or test or to discover defects nor failure to reject work performed by the CONTRACTOR which is not in accordance with the CONTRACT shall relieve the CONTRACTOR from any liability or obligation under the CONTRACT.
10.2	Defects Correction Obligation
	(a) The CONTRACTOR warrants and guarantees that it has performed and shall perform the WORK in accordance with the provisions of the CONTRACT, and that the WORK will be free from defects.
	(b) The CLIENT notifies the CONTRACTOR of any defects in the WORK prior to the commencement of or within the Defects Liability Period. The Defects Liability Period is two years, commencing at the agreed date at which the WORK or the relevant part of the WORK was completed. The CONTRACTOR shall, subject to the operational requirements of the CLIENT and the provisions of Clause 10.2(c), carry out all works necessary to correct any defects in the WORK arising from any default of the CONTRACTOR within a time frame instructed reasonably by CLIENT. The CONTRACTOR's liability to reacquire data or samples shall cease immediately upon the relevant vessel's offshore completion certificate has been signed by the CLIENT or CLIENT OFFSHORE REPRESENTATIVE. Following signing of the offshore completion certificate, the CONTRACTOR's liability to rectify defects will be limited to the re-analysis of data and re-issuing of reports, except if the defect is of such extent that it renders the WORK substantially unusable for the CLIENT or if the data or samples are lost due to the CONTRACTOR's negligence. In the event that the WORK is substantially unusable the PARTIES will agree a suitable way forward to remedy the defect or otherwise address the issue, and the CONTRACTOR shall at its option, either remedy the defect by remobilising the vessel at its own cost, or refund to CLIENT that portion of the cost to CLIENT which was paid to CONTRACTOR for acquiring the WORK that is defective.
	(c) If any of the WORK is reperformed, rectified or replaced by the CONTRACTOR under the provisions of this Clause 10.2, this Clause 10.2 shall apply to the portion so reperformed, rectified or replaced. The Defects Liability Period specified in Section I - Agreement - in respect of such work, shall commence on the date upon which such reperformance, rectification or replacement was completed in accordance with the CONTRACT.
	(d) The CLIENT may decide that the carrying out by the CONTRACTOR of work necessary to correct defects will be prejudicial to its interests. In such

		cases the CLIENT may undertake the CONTRACTOR's responsibilities described in Clause 10.2(b). The CLIENT shall notify the CONTRACTOR in such cases and shall be entitled to recover from the CONTRACTOR all additional costs reasonably incurred by the CLIENT as a direct result of carrying out such responsibilities.
	(e)	Should the CONTRACTOR refuse or fail to correct any defect within a time frame instructed by CLIENT then in such cases the CLIENT may appoint another contractor to undertake the CONTRACTOR's responsibilities described in Clause 10.2(b). The CLIENT shall notify the CONTRACTOR in such cases and shall be entitled to recover from the CONTRACTOR all additional costs reasonably incurred by the CLIENT as a direct result of carrying out such responsibilities.

11 VARIATIONS

11.1	The CLIENT has the right to issue instructions to the CONTRACTOR at any time to make any variations to the WORK.
	Should any additional requirements stipulated by the CLIENT, any new information that is brought to the notice of the CLIENT or any unforeseeable changes to the statutory regulations applicable to the WORK in question lead to the WORK performed by the CONTRACTOR under the CONTRACT becoming demonstrably more demanding or extensive, this additional work constitutes an upward VARIATION for which the CONTRACTOR may charge a fee and an extension of time may be granted by CLIENT. Additional work or new information which the CONTRACTOR could have foreseen when the CONTRACT was signed shall not entitle CONTRACTOR to an upward VARIATION. If a party regards a particular request as constituting a VARIATION, it will notify the other party thereof as quickly as possible.
	The CONTRACTOR will not start any additional work that constitutes an upward VARIATION until it has received an order to this effect from the CLIENT. In order to obtain such an order, the CONTRACTOR will issue a written quotation specifying the amount of additional work that is to be performed, its duration and cost. Any additional work performed by the CONTRACTOR will be subject to the provisions of the CONTRACT, including those on fees and discounts, where relevant, in so far as these have not been amended by the CLIENT's written order. When submitting a quotation, the CONTRACTOR may not impose terms and conditions that are either more detailed or more stringent than the original terms and conditions, unless it does so with the CLIENT's consent.
	Should any new information that is brought to the notice of the CLIENT or any changes to the statutory regulations applicable to the work in question lead to the work performed by the CONTRACTOR under the Contract becoming demonstrably less demanding or extensive, this constitutes a downward VARIATION for which the CLIENT is entitled to a discount or earlier COMPLETION DATE, OFFSHORE COMPLETION DATE or other KEY DATES . If a party regards a particular change as constituting a downward VARIATION, it will notify the other party thereof in writing as quickly as possible. If a fixed fee has been agreed, the parties will consult to agree on the value of the discount, which will be deducted from the agreed fee.
11.2	Any adjustment to the CONTRACT PRICE resulting from any variation shall be valued at the appropriate rates and prices included in the CONTRACT or, in the

	absence of any appropriate rates and prices, a fair substantiated valuation shall be made (as agreed between the PARTIES). The CONTRACTOR shall not unwillingly withhold breakdowns of sums quoted, if requested by CLIENT
11.3	In the event that the CONTRACTOR considers it has a valid claim against the CLIENT for the reimbursement of additional costs (that are not deemed to be included in the rates or prices stated in Section IV properly and unavoidably incurred by the CONTRACTOR in the performance of WORK under the terms and conditions of the CONTRACT, then the CONTRACTOR may submit the details of such a claim to the CLIENT REPRESENTATIVE for consideration.
11.4	"Notwithstanding the provisions of Clause 11.3, the CLIENT will not be obliged to consider any claim by the CONTRACTOR unless:
	(a) within twenty eight (28) days of the event that the CONTRACTOR considers to be the basis of a claim, a written notice is submitted to the CLIENT clearly identifying the basis of the claim and is supported by all the relevant information and documentation which is available at the time, in substantiation thereof;
	(b) within forty two (42) days of the event that the CONTRACTOR considers being the basis of the claim, the CONTRACTOR submits to the CLIENT a fully detailed and comprehensive claim submission supported by all relevant information and documentation in substantiation thereof;
	(c) such written notice is to be submitted in accordance with the general procedure as set out under Clause 29.6 (Notices) and
	(d) if the time restrictions stated above are not fully observed and complied with, the CONTRACTOR undertakes that such claims shall be considered to be time barred."
	(e) when the claim has been considered rightful by CLIENT, CONTRACTOR shall issue a VARIATION proposal in accordance with the CONTRACT.
12 FORCE MAJEURE	
12.1	Neither PARTY shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined, which has been notified in accordance with Clause 12.3 and which is beyond the control and without the fault or negligence of the PARTY affected and which, by the exercise of reasonable diligence, the said PARTY is unable to provide against.
12.2	For the purposes of this CONTRACT only the following occurrences shall be force majeure.
	(a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
	(b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
	(c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

	(d)	Earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding any severe weather conditions, apart from hurricanes;
	(e)	Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected PARTY its subcontractors or its suppliers and which affect a substantial or essential portion of the WORK;
	(f)	Maritime or aviation disasters;
12.3		In the event of a force majeure occurrence, the PARTY that is or may be delayed in performing the CONTRACT shall notify the other PARTY without delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.
12.4		Save as otherwise expressly provided in the CONTRACT, no payments of whatever nature shall be made in respect of a force majeure occurrence.
12.5		Following notification of a force majeure occurrence in accordance with Clause 12.3, the PARTIES shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.
12.6		In the event that the situation of force majeure exceeds 7 days, CONTRACTOR shall be allowed to demobilize from site in order to fulfil other contractual obligations and a notification window will be agreed with CLIENT for remobilization. Should CLIENT not agree with the demobilization and/or notification schedule for remobilization, CONTRACTOR will remain on site and shall be reimbursed from the day that the situation of force majeure exceeds 7 days in accordance with the applicable rates until the force majeure situation ends. An extension of time shall be applied equal to the period of force majeure. If CLIENT did not agree with demobilization it may reconsider its position regarding demobilization at the later time in case the force majeure persists.
12.7		In the event the situation of force majeure exceeds 21 calendar days, both PARTIES shall have the right to terminate the CONTRACT with 7 calendar days prior notice.
13 SUSPENSION		
13.1		The CLIENT shall have the right, by notice to the CONTRACTOR, to suspend the WORK or any part thereof to the extent detailed in the notice, for any of the following reasons:
	(a)	subject only to Clause 13.3, in the event of some default on the part of the CONTRACTOR; or
	(b)	if suspension is necessary for the proper execution or safety of the WORK, or persons; or
	(c)	to suit the convenience of the CLIENT.
13.2		Upon receipt of any such notice, the CONTRACTOR shall, unless instructed otherwise:
	(a)	discontinue the WORK or the part of the WORK detailed in the notice, on the date and to the extent specified, and
	(b)	properly protect and secure the WORK as required by the CLIENT.

13.3	In the event of default on the part of the CONTRACTOR and before the issue by the CLIENT of a notice to suspend the WORK or any part thereof the CLIENT shall give notice of default to the CONTRACTOR giving details of such default. If the CONTRACTOR, upon receipt of such notice, does not commence and thereafter continuously proceed with action satisfactory to the CLIENT to remedy such default the CLIENT may issue a notice of suspension in accordance with the provisions of Clause 13.1.
13.4	Unless the suspension arises as a result of default on the part of the CONTRACTOR, the CONTRACTOR shall be reimbursed in accordance with the relevant provisions of the CONTRACT or, in the absence of such provisions, in accordance with Clause 11.
13.5	If suspension results from default on the part of the CONTRACTOR, any additional documented costs reasonably incurred by the CLIENT as a direct result shall be recoverable by the CLIENT from the CONTRACTOR.
13.6	The CLIENT may, by further notice, instruct the CONTRACTOR to resume the WORK to the extent specified.
13.7	In the event of any suspension, the PARTIES shall meet at not more than seven (7) day intervals with a view to agreeing a mutually acceptable course of action during the suspension.
13.8	If the period of any suspension not arising as a result of default on the part of the CONTRACTOR exceeds 14 days, the CONTRACTOR may serve a notice on the CLIENT requiring permission within fourteen (14) days from the receipt of such notice to proceed with the WORK or that part thereof subject to suspension. If within the said fourteen (14) days the CLIENT does not grant such permission the CONTRACTOR, by a further notice, may (but is not bound to) elect to treat the suspension as either:
	(a) where it affects only a part of the WORK, an omission of such part under Clause 11; or
	(b) where it affects the whole of the WORK, termination in accordance with Clause 24.1(a).

14 TERMS OF PAYMENT

14.1	For the performance and completion of the WORK, the CLIENT shall pay or cause to be paid to the CONTRACTOR the amounts provided in Section III (Pricing Schedule) at the times and in the manner specified in Section III (Pricing Schedule) and in this Clause 14.
14.2	Except where it is expressly provided that the CLIENT shall carry out an obligation under the CONTRACT at its own cost, all things to be supplied or performed by the CONTRACTOR under the CONTRACT shall be deemed to be included in the rates and prices included in Section III (Pricing Schedule).
14.3	The CONTRACTOR shall be entitled to submit invoices for items within the CONTRACT PRICE that have been completed in the 30 days before the invoice submission date.
	Following completion of the whole of the WORK, the CONTRACTOR shall not be entitled to receive any payment on any invoice received by the CLIENT after the time specified in Section III (Pricing Schedule) as the latest time for receipt of

	invoices. Nevertheless the CLIENT may, at its sole discretion, make payment against any such invoice.
14.4	All payments contemplated under the CONTRACT are exclusive of Value Added Tax ("VAT"), which shall be charged by and accounted to the relevant tax authority by the relevant PARTY as is required under prevailing VAT legislation. Furthermore, the CONTRACTOR will comply with all applicable invoicing requirements regarding the charging and accounting of VAT.
14.5	Each invoice shall show separately the individual amounts under each of the headings in Section III (Pricing Schedule), and shall quote the CLIENT Contract Reference Number, Title and such other details as may be specified in the CONTRACT.
	Each invoice shall be forwarded to the address specified in the CONTRACT.
14.6	Within thirty (30) days from receipt of a correctly prepared and adequately supported invoice by the CLIENT at the address specified in Clause 14.5, the CLIENT shall make payment in respect of such invoices as follows:
	(a) for payments the CLIENT shall make payment of the due amount into the bank account of the CONTRACTOR specified in the CONTRACT or otherwise notified by the CONTRACTOR, using the Banker's Automated Clearing System.
	(b) [Deleted]
14.7	If the CLIENT disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, the CLIENT shall notify the CONTRACTOR of the reasons and request the CONTRACTOR to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note the CLIENT shall be obliged to pay the undisputed part of a disputed invoice.
	If any other dispute connected with the CONTRACT exists between the PARTIES the CLIENT may withhold from any money which becomes payable under the CONTRACT the amount which is the subject of the dispute. The CLIENT shall not be entitled to withhold monies due to the CONTRACTOR under any other contracts with the CLIENT as set off against disputes under the CONTRACT, nor shall it be entitled to withhold monies due under the CONTRACT as set off against disputes under any other contract.
	The CLIENT may instruct an accountant designated by the CLIENT, as referred to in article 2:393, paragraph 1 of the Dutch Civil Code, to audit the invoices submitted by the CONTRACTOR to determine their accuracy. CLIENT shall provide CONTRACTOR at least two work days prior notice of such audit, specifying the documents it wishes to audit. The CONTRACTOR will allow the accountant to inspect its books and documents, and will supply him with any information he requests. This audit is confidential and does not involve any more than is necessary to check the invoices. The accountant will report as quickly as possible to both parties. The CLIENT will pay the cost of the accountant's audit, unless the latter's work reveals that the invoices in question are not accurate or complete, in which case the CONTRACTOR will be liable for the cost of the inspection.
	On settlement of any dispute the CONTRACTOR shall submit an invoice for sums due and the CLIENT shall make the appropriate payment in accordance with the provisions of Clause 14.6 and Clause 14.9 where applicable.

14.8	Neither the presentation nor payment or non-payment of an individual invoice shall constitute a settlement of a dispute, an accord and satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the PARTIES hereunder.
	In particular the CLIENT may correct or modify any sum previously paid in any or all of the following circumstances:
	(a) any such sum was incorrect;
	(b) any such sum was not properly payable to the CONTRACTOR;
	(c) any work in respect of which payment has been made and which does not comply with the terms of the CONTRACT.
14.9	If the CLIENT fails without good reason to pay a correctly prepared and adequately supported invoice within the stipulated time limit, it will automatically be liable to pay: a. compensation as referred to in article 6:96, paragraph 4 of the Dutch Civil Code, and b. statutory interest as referred to in article 6:119b, paragraph 1 of the Dutch Civil Code. The compensation and interest will be payable on demand. Interest shall run from the date on which the sum in question becomes due for payment in accordance with the provisions of Clause 14.6 until the date on which actual payment is made. Any such interest to be claimed by the CONTRACTOR shall be invoiced separately and within ten (10) working days of payment of the invoice to which the interest relates. Payment of the invoice claiming the interest shall be in accordance with the provisions of Clause 14.6 hereof.
14.10	If the CLIENT at any time incurs costs which, under the provisions of the CONTRACT, the CLIENT is entitled to recover from the CONTRACTOR, the CLIENT may invoice the CONTRACTOR for such costs, provided always that the CLIENT may deduct the amount of such costs from any amount due, or that may become due to the CONTRACTOR under the CONTRACT.
	The CONTRACTOR shall pay the CLIENT within thirty (30) days of receipt of invoice any sums outstanding after such deduction.
14.11	For the purposes of Clause 14.10 and elsewhere in the CONTRACT, wherever a PARTY is entitled to recover from the other PARTY any costs incurred, then the amount of such costs shall be the amount of all claims, loss, damages, charges, disbursements, costs (including amounts paid to third parties), overheads and expenses directly resulting from the matter in question, but no element of profit.
14.12	The CONTRACTOR is not entitled to suspend or terminate its WORK on account of the CLIENTS's failure to pay an invoice within the stipulated time limit, or if the CLIENT does not pay an invoice because it suspects that the invoice is inaccurate or because the WORK has not been properly performed.
15 TAXES AND TAX EXEMPTION CERTIFICATES	
15.1	Subject to Sub-Clause 14.4, the CONTRACTOR shall, in accordance with the provisions of Clause 18, except as may otherwise be provided in Section III, be responsible for:
	(a) the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) for which the CONTRACTOR is liable as imposed by any appropriate governmental authority whether of the Netherlands or elsewhere, whether or not they are calculated by reference

		to the wages, salaries, benefits or expenses and other remuneration paid directly or indirectly to persons engaged or employed by the CONTRACTOR; and
	(b)	the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) including but not limited to income , profits, corporation taxes and taxes on capital gains, turnover and added value taxes for which the CONTRACTOR is liable, whether arising in the Netherlands, its territorial waters, its continental shelf or elsewhere, now or hereafter levied or imposed by any appropriate governmental authority whether of the Netherlands or elsewhere, arising from this CONTRACT; and
	(c)	compliance with all statutory obligations to make deductions on account of tax and remit the required amounts to any appropriate governmental authority whether of the Netherlands or elsewhere, including, but not limited to employee taxes and the like deducted from employee remuneration or payable by the employer as required by Dutch Law whether or not they are measured by the wages, salaries or other remuneration or benefits paid to persons employed by the CONTRACTOR, or persons providing services in connection with the CONTRACT to the CONTRACTOR, and the imposition of a similar obligation upon all SUBCONTRACTORS or any other persons employed by them or providing services to them in connection with the CONTRACT; and
	(d)	ensuring that any SUBCONTRACTOR or any other person employed, or providing services on or in connection with the CONTRACT shall comply with this Clause 15.
15.2		The CONTRACTOR shall supply to the CLIENT all such information, in connection with activities under the CONTRACT, as is necessary to enable the CLIENT to comply with the lawful demands for such information by any appropriate governmental authority whether of the Netherlands or elsewhere.
15.3		Where the CONTRACTOR, any SUB CONTRACTOR or any other person employed by them, providing services to them on or in connection with the CONTRACT, is or may become liable for tax as a result of the performance of this CONTRACT, the CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT for all such liabilities whether directly or indirectly levied.
15.4		The CONTRACTOR shall be responsible for obtaining all taxations exemptions of whatever nature, in accordance with any statute or regulation established by any government body having jurisdiction over the WORK.
15.5		Subject to Sub-Clause 14.4 the CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT against all levies, charges, contributions and taxes of the type referred to in this Clause and any interest or penalty thereon which may be assessed, by any appropriate governmental authority whether of the Netherlands or elsewhere, on the CONTRACTOR GROUP in connection with the CONTRACT and from all costs reasonably incurred in connection therewith.
15.6		If the CLIENT receives a notice requiring it to pay any levies, charges, contributions or taxes of the types referred to in this Clause and/or any interest or penalty thereon whether with respect to the CONTRACTOR, any SUBCONTRACTOR, their respective AFFILIATES or any other person employed by the CONTRACTOR or any SUBCONTRACTOR or providing any services to the CONTRACTOR or any SUBCONTRACTOR on or in connection with the CONTRACT, the CLIENT shall forthwith notify the CONTRACTOR who shall work with the

	CLIENT to save, indemnify, defend and hold harmless the CLIENT against such payment or notification thereto. If the CLIENT is ultimately required to make such payment, the CLIENT may recover from the CONTRACTOR any such sums and all costs reasonably incurred in connection therewith and the CONTRACTOR shall within fourteen (14) days of receiving written notice from the CLIENT pay to the CLIENT any such sum or the CLIENT shall be entitled to deduct such sums from any monies due, or which may become due, to the CONTRACTOR.
16 OWNERSHIP	
16.1	The CLIENT shall retain title to CLIENT-provided items and information, including but not limited to, TECHNICAL INFORMATION and materials and equipment.
16.2	Subject to the provisions of Clause 17, all equipment, materials and supplies provided by the CONTRACTOR for incorporation into the WORK shall become and be clearly identified as the property of the CLIENT upon delivery to the WORKSITE or payment by the CLIENT whichever is the earlier.
	The CONTRACTOR shall ensure that all CONTRACTOR-provided items are free from all liens and/or retention of title claims from any third party.
16.3	Title to any equipment, materials and supplies provided by the CONTRACTOR which do not comply with the requirements of the CONTRACT and which are rejected by the CLIENT, shall re-vest immediately in the CONTRACTOR.
	Title to such items provided by the CONTRACTOR for which no payment has been made by the CLIENT and which are no longer required for the purposes of the CONTRACT, shall re-vest in the CONTRACTOR.
17 PATENTS AND OTHER PROPRIETARY RIGHTS	
17.1	Neither PARTY shall have the right of use, other than for the purposes of the CONTRACT, whether directly or indirectly, of any patent, copyright, proprietary right or confidential know how, trademark or process provided by the other PARTY and the intellectual property rights in such shall remain with the PARTY providing such patent, copyright, proprietary right or confidential know how, trademark or process.
17.2	Where any potential patent or registrable right in any country in the world results from:
	(a) developments by the CONTRACTOR GROUP which are based wholly on data, equipment, processes, substances and the like in the possession of the CONTRACTOR GROUP at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT or otherwise produced outside of the CONTRACT; or
	(b) enhancements of or in the existing intellectual property rights of the CONTRACTOR GROUP, such rights shall vest in the CONTRACTOR or another company within the CONTRACTOR GROUP as the case may be.
17.3	Where any potential patent or registrable right in any country in the world results from:
	(a) developments by the CLIENT which are based wholly on data, equipment, processes, substances and the like in the possession of the CLIENT at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT or otherwise produced outside of the CONTRACT; or

	(b)	enhancements of or in the existing intellectual property rights of the CLIENT, such rights shall vest in the CLIENT and its AFFILIATES or CO-VENTURERS as the case may be.
17.4		Except as provided in Clause 17.1, Clause 17.2 and Clause 17.3, where any potential patent or registrable right in any country in the world arises out of the WORK and is invented during the term of the CONTRACT, such rights shall vest in the Contracting Authority.
17.5		Where under Clause 17.4 a right vests in one of the PARTIES absolutely, such PARTY may at its sole discretion give the other PARTY and its AFFILIATES and its CO- VENTURERS a royalty free, irrevocable, non-exclusive, non- transferable, world-wide licence to use such right which shall not be sub-licensed.
17.6		Where under Clause 17.4 a right vests in the PARTIES jointly, then the PARTIES shall unless otherwise agreed in writing jointly file a patent or other registration application in that joint right.
17.7		The CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the CONTRACTOR under the CONTRACT except where such infringement necessarily arises from the TECHNICAL INFORMATION and/or the CLIENT's instructions. However, the CONTRACTOR shall use its reasonable endeavours to identify any infringement in the TECHNICAL INFORMATION and/or in the CLIENT's instructions of any patent or proprietary or protected right, and should the CONTRACTOR become aware of such infringement or possible infringement then the CONTRACTOR shall inform the CLIENT immediately. The CONTRACTOR is obliged to take any action that may help to prevent stagnation and to limit the additional costs and/or losses incurred as a result of such infringements/breaches, and to do so at its own expense.
17.8		The CLIENT shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the CLIENT under the CONTRACT or the use by the CONTRACTOR or materials or equipment supplied by the CLIENT.
17.9		The CLIENT is the owner of all copyrights that may be exercised in relation to the results of the WORK performed by the CONTRACTOR, irrespective of where and when they may be exercised. In pursuance of the CONTRACT, the CONTRACTOR assigns such intellectual property rights to the CLIENT as soon as they arise. The CLIENT hereby accepts the assignment of these rights.
17.10		In so far as the results of the WORK performed are achieved partly or wholly using existing intellectual property rights that do not accrue to the CLIENT, the CONTRACTOR grants the CLIENT a non-exclusive and irrevocable right of use for an indefinite period. In such an event, the CONTRACTOR guarantees that it is entitled to grant the aforesaid right of use.
17.11		If there is a difference of opinion between the PARTIES on the intellectual property rights referred to in Clauses 17.8 and 17.9 in relation to the results of the WORK performed, it will be assumed, in the absence of proof to the contrary,

	that the rights rest with the CLIENT. In all cases, the CONTRACTOR may continue to use the results for the purposes specified in the CONTRACT.”
17.12	Intellectual property rights arising from the WORK performed other than those referred to in Clause 17 (PATENTS AND OTHER PROPRIETARY RIGHTS) and Clause 39 (FIELD DATA) may never be exercised against the CLIENT, and the CONTRACTOR assigns to the CLIENT a non-exclusive and irrevocable right to use such rights, free of charge, for an indefinite period for the purposes of the CONTRACT’s objectives.
17.13	The CONTRACTOR and its AFFILIATES shall be entitled to retain copies of and may use data acquired by the CONTRACTOR during performance of the WORK internally and, subject to anonymizing it through blurring, scrambling, aggregation or other means so that the CONTRACTOR’s confidentiality is assured, externally for business purposes of the CONTRACTOR and its AFFILIATES, including but not limited to, re-checking calculations and previous interpretations, enriching knowledge and understanding of the CONTRACTOR and its AFFILIATES, general re-use, re-working, aggregation and machine learning. The data and information will not be shared by the CONTRACTOR with external parties during the execution of the WORK and after the execution of the WORK until the moment that CLIENT decides to make data and information public unless CLIENT gives explicit written approval. The copyright in the final report shall be exclusively owned by the CLIENT.

18 LAWS AND REGULATIONS

18.1	The CONTRACTOR shall comply with all applicable laws, rules and regulations of any authority or regulatory body having jurisdiction over the WORK and/or the WORKSITE.
18.2	The CONTRACTOR shall obtain all licences, permits, temporary permits and authorisations required by the applicable laws, rules and regulations for the performance of the WORK, save to the extent that the same can only be legally obtained by the CLIENT.
18.3	Should changes in any applicable laws, rules and regulations, including any change in interpretation of the same by a COMPETENT AUTHORITY, made after the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT, result in increases or decreases in the cost to the CONTRACTOR of performing the WORK, the CONTRACT PRICE shall be adjusted to the extent described in Section III (Pricing Schedule), or as otherwise may be agreed between the PARTIES.

19 INDEMNITIES

19.1	The CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the CLIENT from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
	(a) loss of or damage to property of the CONTRACTOR GROUP whether owned, hired, leased or otherwise provided by the CONTRACTOR GROUP arising from, relating to or in connection with the performance or non-performance of the CONTRACT; and

	(b)	personal injury including death or disease to any personnel of the CONTRACTOR GROUP arising from, relating to or in connection with the performance or non-performance of the CONTRACT; and
	(c)	subject to any other express provisions of the CONTRACT, personal injury including death or disease or loss of or damage to the property of any third party, CLIENT REPRESENTATIVE or other temporary hires of CLIENT, to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the CONTRACTOR GROUP. For the purposes of this Clause 19.1(c) "third party" shall mean any party which is not a member of the CLIENT, a CLIENT REPRESENTATIVE or temporary hire of CLIENT, or CONTRACTOR GROUP; and
	(d)	loss of or damage to such permanent third party oil and gas production facilities, wind turbine generators including their foundations, pipelines, cables and consequential losses arising therefrom, as specified and defined in and in accordance with Section I - Agreement where such loss or damage is arising from, relating to or in connection with the performance or non-performance of the CONTRACT. The provisions of this Clause 19.1(d) shall apply notwithstanding the provisions of Clause 19.1(c).
19.2	The CLIENT shall be responsible for and shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:	
	(a)	loss of or damage to property of the CLIENT, whether:-
	(i)	owned by the CLIENT, or
	(ii)	leased or otherwise obtained under arrangements with financial institutions by the CLIENT
		which is located at the WORKSITE arising from, relating to or in connection with the performance or non- performance of the CONTRACT; and
	(b)	personal injury including death or disease to any personnel of the CLIENT and CLIENT REPRESENTATIVE, including other temporary hires of CLIENT arising from, relating to or in connection with the performance or non-performance of the CONTRACT and in so far CONTRACTOR is not liable according to clause 19.1 (c) ; and
	(c)	subject to any other express provisions of the CONTRACT, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the CLIENT and / or its representatives including temporary hires . For the purposes of this Clause 19.2(c) "third party" shall mean any party which is not a member of the CONTRACTOR GROUP or CLIENT.
19.3	Except as provided by Clause 19.1(a), Clause 19.1(b) and Clause 19.4, the CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT from and against any claim of whatsoever nature arising from pollution emanating from the property of the CLIENT arising from, relating to or in connection with the performance or non-performance of the CONTRACT.	
19.4	Except as provided by Clause 19.2(a) and Clause 19.2(b) the CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT and its representatives	

	including temporary hires from and against any claim of whatsoever nature arising from pollution occurring on the premises of the CONTRACTOR GROUP or originating from the property and equipment of the CONTRACTOR GROUP (including but not limited to marine vessels, wrecks, debris, sunken or floating equipment or materials) arising from, relating to or in connection with the performance or non-performance of the CONTRACT.
19.5	All exclusions and indemnities given under this Clause (save for those under Clauses 19.1(c) and 19.2(c)) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified PARTY or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.
19.6	If either PARTY becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both PARTIES shall co-operate fully in investigating the incident.
19.7	The indemnities given by the PARTIES under this CONTRACT are full and primary, and shall apply irrespective of whether the indemnified PARTY has, or has not, insurance in place relating to any claims, losses, damages or costs in respect of the subject matter of any indemnity given under this CONTRACT.
19.8	Each PARTY expressly agrees that the indemnities set out in this Clause do not extend to criminal sanctions imposed upon it, arising from, relating to or in connection with the performance or non-performance of the CONTRACT.
20 INSURANCE BY CONTRACTOR	
20.1	The CONTRACTOR shall arrange as a minimum the insurances set out in this Clause 20 and ensure that they are in full force and effect throughout the life of the CONTRACT. All such insurances shall be placed with reputable and substantial insurers, satisfactory to the CLIENT, and shall for all insurances (including insurances provided by SUBCONTRACTORS) other than Employers' Liability Insurance/Workmen's Compensation to the extent of the liabilities assumed by the CONTRACTOR under the CONTRACT, include the CLIENT and its representatives including temporary hires, CO-VENTURERS and its and their respective AFFILIATES as additional assureds or otherwise protected on an indemnity to principals basis. All insurances required under this Clause 20 shall be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights against the CLIENT and its representatives including temporary hires, CO-VENTURERS and its and their respective AFFILIATES in relation to the CONTRACT to the extent of the liabilities assumed by the CONTRACTOR under the CONTRACT. Such insurances shall also where possible, provide that the CLIENT shall be given not less than thirty (30) days' notice of cancellation of or material change to cover. The provisions of this Clause 20 shall in no way limit the liability of the CONTRACTOR under the CONTRACT. Insurance by the CONTRACTOR: employers liability is 10,000,000 euro, general third party is 10,000,000 euro, marine hull and machinery insurance is as per vessel market value and conditions as per the institute time clauses or similar conditions and protection and indemnity insurance is 10,000,000 euro.
20.2	The insurances required to be effected under Clause 20.1 shall be as follows (to the extent that they are relevant to the WORK):
	(a) Employers' Liability and/or (where the jurisdiction of where the WORK is to be performed or under which the employees employed requires the same)

	Workmen's Compensation insurance covering personal injury to or death of the employees of the CONTRACTOR engaged in the performance of the WORK to the minimum value required by any applicable legislation including extended cover (where required) for working offshore or such greater sum as EUR 10,000,000,- ;
	(b) General Third Party Liability insurance for any incident or series of incidents covering the operations of the CONTRACTOR in the performance of the CONTRACT, in an amount not less than EUR 10,000,000,- ;
	(c) Third Party and Passenger Liability insurance and other motor insurance as required by applicable jurisdiction;
	(d) Marine Hull and Machinery Insurance and, to the extent not provided in (e) below, collision liability in respect of all vessels used by CONTRACTOR GROUP in the performance of the WORK in an amount not less than EUR 10,000,000,- .
	(e) Protection and Indemnity Insurance including wreck and debris removal and oil pollution liability in respect of all vessels, craft or equipment owned, leased or hired by the CONTRACTOR GROUP in performance of the WORK in amounts not less than EUR 10,000,000,- .
	(f) such further insurances (if any) as set out in Section I.
20.3	The CONTRACTOR shall supply the CLIENT with evidence of such insurances on demand.
20.4	The CONTRACTOR shall procure that its SUBCONTRACTORS are insured to appropriate levels as may be relevant to their work.

21 CONSEQUENTIAL LOSS

	For the purposes of this Clause the expression "Consequential Loss" shall mean loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect and whether or not foreseeable at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT.
	Notwithstanding any provision to the contrary elsewhere in the CONTRACT and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the CONTRACT, the CLIENT shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from the CLIENT's own Consequential Loss and the CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT and its representatives including temporary hires from the CONTRACTOR GROUP's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the CONTRACT. All exclusions and indemnities given under this Clause 21 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified PARTY or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

22 CONFIDENTIALITY

22.1	The CONTRACTOR shall at no time without the prior written agreement of the CLIENT either:	
	(a)	make any publicity releases or announcements concerning the subject matter of the CONTRACT; or
	(b)	except as may be necessary to enable the CONTRACTOR to perform its obligations under the CONTRACT, use, reproduce, copy, disclose to, place at the disposal of or use on behalf of any third party or enable any third party to use, peruse or copy any information including but not limited to drawings, data, and computer software which:
	(i)	is provided to the CONTRACTOR by or on behalf of the CLIENT; or
	(ii)	vests in the CLIENT in accordance with the CONTRACT; or
	(iii)	the CONTRACTOR prepares in connection with the WORK.
	The CONTRACTOR and its SUBCONTRACTORS will not divulge in any way any information that comes to their knowledge in performing the CONTRACT and which they know or may reasonably be assumed to know is confidential, except in so far as it is compelled to divulge such information under a statutory regulation or court ruling. The CONTRACTOR and its SUBCONTRACTORS will each impose the same duty of confidentiality on its personnel and guarantees that they will fulfill it.	
22.2	The provisions of Clause 22.1 shall not apply to information which:	
	(a)	is part of the public domain; or
	(b)	was in the possession of the CONTRACTOR prior to award of the CONTRACT and which was not subject to any obligation of confidentiality owed to the CLIENT; or
	(c)	was received from a third party whose possession is lawful and who is under no obligation not to disclose; or
	(d)	is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the WORK or the CONTRACTOR, or of any relevant stock exchange; or
	(e)	is used or disclosed by the CONTRACTOR five (5) years or more after the completion of the WORK.
22.3	The CONTRACTOR shall ensure that the provisions of this Clause 22 are incorporated in any SUBCONTRACT and that the officers, employees and agents of the CONTRACTOR and of the SUBCONTRACTORS comply with the same.	
22.4	The CONTRACTOR will not divulge to third parties in any way the results of the WORK performed or provide any information on the results to third parties without the CLIENT's express consent. The CLIENT may attach conditions to such consent. For the purposes of this Clause, "third parties" also refers to parties with an own legal entity, with whom the CONTRACTOR has a group relationship.	
22.5	If the CONTRACTOR breaches its duty of confidentiality, the CLIENT may impose a penalty, as laid down in the CONTRACT. Payment of a penalty that is payable immediately does not discharge the CONTRACTOR from its liability for indemnifying any loss caused by the breach. The penalty payable by the	

	CONTRACTOR for breaching their duty of confidentiality is EUR 50,000 per breach.
22.6	All information provided by the CONTRACTOR which the CONTRACTOR wishes to remain confidential shall be clearly marked as confidential provided, however, that any such information relating to the CONTRACTOR's pricing and trade secrets shall always be treated as confidential by the CLIENT without the necessity on the part of the CONTRACTOR to clearly mark as such. In respect of such confidential information, the CLIENT shall be entitled to:
	(a) disclose to and authorise use by its representatives including temporary hires; and
	(b) disclose pursuant to any statutory or other legal requirement; and
	(c) subject to the CONTRACTOR's prior consent, which shall not be unreasonably withheld or delayed, disclose to and authorize use by third parties to the extent necessary for the execution and maintenance of the project and/or structure and/or facility in connection with which the WORK is to be performed.
	Notwithstanding the above, the CLIENT shall, and shall ensure that its officers, employees and agents take all reasonable measures to protect confidential information of the CONTRACTOR concerning or arising from the CONTRACT for a period of five (5) years from the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT. For the avoidance of doubt, the provisions of this Clause 22.4 shall only apply to information which vests in the CONTRACTOR in accordance with the CONTRACT.
23 CUSTOMS PROCEDURES	
23.1	When and where applicable the CLIENT and the CONTRACTOR shall each apply to the relevant customs authority to ensure that all reliefs available for the import, export and re-import of any of its materials, goods, tools, equipment, and supplies of whatever nature required for the CONTRACT are obtained..
23.2	The CONTRACTOR undertakes to import, export and re-import any items for the WORK which are subject to customs control in such a way as to enable maximum advantage to be taken of The Dutch customs authority.
23.3	The PARTIES shall each develop with government authorities, customs procedures for their respective export to the WORKPOINT and re-import from the WORKPOINT of all materials, goods, tools, equipment and supplies to be provided under the CONTRACT.
23.4	The PARTIES shall each respectively be accountable and liable for compliance with customs procedures based on each PARTY being a customs authorised trader and who is in possession (not ownership) of the items subject to customs control at any given time.
23.5	For the purposes of this Clause , "WORKPOINT" shall mean an offshore location or vessel from which preparatory and / or development activities for a wind farm are carried out and / or production of electricity from a wind farm.
23.6	The CONTRACTOR shall pay and make payment at such times when due and payable, all import/export taxes and duties on materials, goods, tools, equipment and supplies required for the CONTRACT and imported or exported by the CONTRACTOR. The CONTRACTOR will be responsible for ensuring that it holds

	the necessary import/export licenses issued by the relevant authorities prior to the commencement of the WORK.
23.7	Where equipment and materials are sold to the CLIENT under the CONTRACT the CONTRACTOR shall:
	(a) prepare and provide to the CLIENT full documentation to show and certify all information regarding items subject to customs control, including the origin, customs status and customs commodity code number as may be necessary for the CLIENT to minimize or nullify the effect of customs duty on such items; and
	(b) make available on a confidential basis to The Dutch Customs Authority all data reasonably necessary to enable the CONTRACTOR to obtain the maximum benefits in terms of reliefs and shall pass all such benefits in full to the CLIENT; and
	(c) inform the CLIENT without delay in the event that the CONTRACTOR is unsuccessful in any application for reliefs. In such event, the CLIENT shall have the option to import or export or re-import any items affected under its own authorized procedure.
24 TERMINATION	
24.1	The CLIENT shall have the right by giving notice to terminate all or any part of the WORK or the CONTRACT at such time or times as the CLIENT may consider necessary for any or all of the following reasons:
	(a) to suit the convenience of the CLIENT; or
	(b) subject only to Clause 24.2 in the event of any default on the part of the CONTRACTOR; or
	(c) in the event of the CONTRACTOR becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if and act is done or event occurs which (under applicable laws) has a similar effect to any of the acts or events, or possession being taken by or on behalf of the holders of any debenture secured by a Floating Charge of any property comprised in or subject to the Floating Charge.
24.2	In the event of default on the part of the CONTRACTOR and before the issue by the CLIENT of an order of termination of all or any part of the WORK or the CONTRACT, the CLIENT shall give notice of default to the CONTRACTOR giving the details of such default. If the CONTRACTOR upon receipt of such notice does not commence and thereafter continuously proceed with action satisfactory to the CLIENT to remedy such default the CLIENT may issue a notice of termination in accordance with the provisions of Clause 24.1.
24.3	If the CLIENT gives the CONTRACTOR notice of termination of all or any part of the WORK or the CONTRACT, such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice) whereupon the CONTRACTOR shall immediately:
	(a) cease performance of the WORK or such part thereof as may be specified in the notice;

	(b)	allow the CLIENT or its nominee full right of access to take over the WORK or the relevant part of the WORK;
	(c)	assign to the CLIENT, or its nominee, to the extent desired by the CLIENT all or the relevant parts of the rights, titles, liabilities and SUBCONTRACTS relating to the WORK which the CONTRACTOR may have acquired or entered into.
	In the event of termination under Clause 24.1(b) or 24.1(c) the CLIENT shall have the right to obtain completion of the WORK or the relevant part of the WORK by other contractors.	
24.4	In the event of termination under Clause 24.1(a) the CONTRACTOR shall be entitled to payment as set out in Section III (Pricing Schedule) for the part of the WORK performed in accordance with the CONTRACT together with such other payments and fees for those relevant commitments and obligations made by the CONTRACTOR that cannot be cancelled and the CONTRACTOR shall additionally provide all relevant information to the CLIENT to fully substantiate such commitments and obligations. The CONTRACTOR shall make all reasonable effort to minimize any such commitments and obligations, such reasonable costs as agreed between the PARTIES at the time of termination.	
24.5	In the event of termination of part of the WORK in accordance with Clause 24.1(b) the CONTRACTOR shall be entitled to payment only as set out in Section III (Pricing Schedule) for the part of the WORK performed in accordance with the CONTRACT. Any additional costs reasonably incurred by the CLIENT as a direct result of such termination shall be recoverable from the CONTRACTOR.	
24.6	In the event of termination of all of the WORK or the CONTRACT in accordance with Clause 24.1(b) or Clause 24.1(c) the following conditions shall apply:	
	(a)	the CONTRACTOR shall cease to be entitled to receive any money or monies on account of the CONTRACT until the costs of completion and all other costs arising as a result of the CONTRACTOR's default or other events giving rise to the termination have been finally ascertained;
	(b)	thereafter and subject to any deductions that may be made under the provisions of the CONTRACT the CONTRACTOR shall be entitled to payment only as set out in SECTION IV for the part of the WORK completed in accordance with the CONTRACT up to the date of termination; and
	(c)	any additional costs reasonably incurred by the CLIENT related to the CONTRACTOR's default or other events giving rise to termination shall be recoverable from the CONTRACTOR.
	(d)	the CONTRACTOR will repay any undue amounts already paid by the CLIENT, plus the statutory interest (as referred to in article 6:119b, paragraph 1 of the Dutch Civil Code) on those amounts from the date on which they were paid. If the CONTRACT is partially dissolved, the CONTRACTOR only has to repay payments relating to the part of the CONTRACT that has been dissolved.
24.7	(a)	In the event of termination of the CONTRACT the rights and obligations of the PARTIES included in the following Sections and Clauses shall remain in full force and effect:
	(i)	Section I

		(ii)	Section II - CONDITIONS OF CONTRACT Clauses 4, 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32 and 33.
		(iii)	Such additional Clauses and Special Conditions of Contract (if any) as are set out in Section I.
	(b)		In the event of termination of all or any part of the WORK, the following will apply:
		(i)	the whole of the CONTRACT shall remain in full force and effect in connection with the performance of the part of the WORK which has not been terminated.
		(ii)	the provisions of Clause 24.7(a) shall apply to confirm the Sections and Clauses which will remain in full force and effect in connection with the part of the WORK which has been terminated.

25 AUDIT AND STORAGE OF DOCUMENTS

25.1	During the course of the WORK and for a period ending two (2) years thereafter, the CLIENT or its duly authorised representative shall have the right to audit at all reasonable times and, upon request, take copies of all of the CONTRACTOR's records (howsoever stored), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to;		
	(a)	all invoiced charges made by the CONTRACTOR on the CLIENT; and	
	(b)	any provision of this CONTRACT under which the CONTRACTOR has obligations the performance of which is capable of being verified by audit.	
	In this respect the CLIENT shall not be entitled to investigate the make up of rates and lump sums included in the CONTRACT except to the extent necessary for the proper evaluation of any VARIATIONS.		
25.2	The CONTRACTOR shall co-operate fully with the CLIENT and/or its representatives in the carrying out of any audit required by the CLIENT. The CLIENT will conduct any audit in a manner which will keep to a reasonable minimum any inconvenience to the CONTRACTOR.		
25.3	The CONTRACTOR shall obtain equivalent rights of audit to those specified above from all SUBCONTRACTORS and will cause such rights to extend to the CLIENT.		
25.4	The PARTIES shall keep all documents and data (howsoever stored) related to this CONTRACT free of charge for a period of five (5) years after the date of completion of the WORK . Once the five-year period has ended the CONTRACTOR will make the material available to the CLIENT or will destroy it free of charge at the latter's request.		

26 LIENS

26.1	The CONTRACTOR shall not claim any lien or attachment on the WORK or on any property ("eigendom") of the CLIENT in the possession of the CONTRACTOR or at the WORKSITE.		
26.2	Without prejudice to any other provisions of this Clause 26, the CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT from and against all		

	liens or attachments by any SUBCONTRACTORS in connection with or arising out of the CONTRACT.
26.3	The CONTRACTOR shall immediately notify the CLIENT of any possible lien or attachment which may affect the WORK or any part thereof.
26.4	If at any time there is evidence of any lien or attachment to which, if established, the CLIENT or its property ("eigendom") might be subjected, whether made by any persons against the CONTRACTOR or made by any SUBCONTRACTOR against the CLIENT, then the CLIENT shall have the right to withhold and/or set off or otherwise recover from the CONTRACTOR such sum of money as will fully indemnify the CLIENT against any such lien or attachment.
26.5	Before withholding any payment due to the CONTRACTOR in accordance with Clause 26.4, the CLIENT shall give to the CONTRACTOR a reasonable opportunity to demonstrate that the purported lien or attachment is either unenforceable or is covered by the provisions of a security to the reasonable satisfaction of the CLIENT.
26.6	For the purpose of this Clause reference to the CLIENT shall include the CO-VENTURERS and its and their AFFILIATES and references to the CONTRACTOR shall include its AFFILIATES.

27 BUSINESS ETHICS

27.1	Both PARTIES shall uphold the highest standards of business ethics in the performance of the CONTRACT. Honesty, fairness and integrity shall be paramount principles in the dealings between the PARTIES.
27.2	Neither PARTY shall knowingly involve itself in any business in connection with, or use information arising from, the CONTRACT, in any manner which conflicts with the interests of the other PARTY.

28 ANTI-BRIBERY AND CORRUPTION

28.1	The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the CONTRACT either in full or in part.
28.2	[Deleted]
28.3	[Deleted]
28.4	[Deleted]
	(a) [Deleted]
	(b) [Deleted]
	[Deleted]
28.5	[Deleted]
	(a) [Deleted]
	(b) [Deleted]

	(c)	[Deleted]
	(d)	[Deleted]
	(i)	[Deleted]
	(ii)	[Deleted]
28.6	[Deleted]	
	(a)	[Deleted]
	(b)	[Deleted]
	(c)	[Deleted]
	(d)	[Deleted]
	(e)	[Deleted]
	(f)	[Deleted]
	(g)	[Deleted]

29 GENERAL LEGAL PROVISIONS

29.1	Waiver
	None of the terms and conditions of the CONTRACT shall be considered to be waived by either PARTY unless a waiver is given in writing by one PARTY to the other. No failure on the part of either PARTY to enforce any of the terms and conditions of the CONTRACT shall constitute a waiver of such terms.
29.2	Retention of Rights
	Subject to the provisions of Clauses 19 and 30, unless otherwise specifically stated in the CONTRACT, both PARTIES shall retain all rights and remedies, both under the CONTRACT and at law, which either may have against the other.
	The CONTRACTOR shall not be relieved from any liability or obligation under the CONTRACT by any review, approval, authorisation, acknowledgement or the like, by the CLIENT.
29.3	CONTRACTOR'S AFFILIATES
	Any limitation of liability given by the CLIENT to the CONTRACTOR under the CONTRACT shall include the AFFILIATES of the CONTRACTOR.
29.4	Independence of the CONTRACTOR
	The CONTRACTOR shall act as an independent contractor with respect to the WORK and shall exercise control, supervision, management and direction as to the method and manner of obtaining the results required by the CLIENT.
29.5	Proper Law and Language
	The CONTRACT, and any non-contractual rights and obligations arising out of or in connection with it and its subject matter, shall be governed and construed in accordance with Law of The Netherlands and, subject to the provisions of Clause 31, shall be subject to the exclusive jurisdiction of the Dutch Civil Court in the Hague.
	The ruling language of the CONTRACT shall be the English Language.

29.6	Notices
	All formal notices in respect of the CONTRACT shall be given in writing and delivered by hand, by fax or by post to the relevant address specified in Section I and copied to such other office or offices of the PARTIES as shall from time to time be nominated by them in writing to the other.
	Such notices shall be effective:
	(a) if delivered by hand, at the time of delivery;
	(b) if sent by fax, on the first working day at the recipient address following the date of sending;
	(c) if sent by post, forty eight (48) hours after the time of posting.
	(d) For the avoidance of doubt unless otherwise agreed between the parties email is not considered to be an agreed form of notification
	Subject to any specific administrative instructions agreed between the PARTIES, any standard business correspondence associated with the CONTRACT and/or the WORK may be sent by either e-mail, fax or letter.
29.7	Deleted-not used
	[Deleted]
	(a) [Deleted]
	(b) [Deleted]
	(c) [Deleted]
29.8	Entire Agreement
	The CONTRACT constitutes the entire agreement between the PARTIES hereto with respect to the WORK and supersedes all prior negotiations, representations or agreements related to the CONTRACT, either written or oral. No amendments to the CONTRACT shall be effective unless evidenced in writing and signed by the PARTIES.
29.9	Mitigation of Loss
	Both PARTIES shall take all reasonable steps to mitigate any loss resulting from any breach of CONTRACT by the other PARTY.
29.10	Invalidity and Severability
	If any provision of this CONTRACT shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this CONTRACT and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The PARTIES agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.
30 LIMITATIONS OF LIABILITY	
30.1	Limitations of Liability

	(a)	Limitation of Liability before the date of completion of the WORK
		Subject to the CONTRACTOR having used all reasonable endeavours to complete the WORK and to comply with its obligations under the CONTRACT, the CONTRACTOR's total cumulative liability per event to the CLIENT, including any liability arising as a result of suspension under Clause 13 and/or termination under Clause 24 arising out of or related to the performance of the CONTRACT shall be limited to the sum specified in Section I -Agreement, which shall be at least one time the CONTRACT PRICE, or in absence of such sum, three times the CONTRACT PRICE.
	(b)	Limitation of Liability after the date of completion of the WORK
		After the date of completion of the WORK, the CONTRACTOR's total cumulative liability to the CLIENT arising out of or related to the performance of the CONTRACT shall be limited per event to the sum specified in Section I or in the absence of such sum three times the CONTRACT PRICE.
		Provided, however, that the above limitations under Clause 30.1(a) and Clause 30.1(b) shall not apply to any liabilities assumed by the CONTRACTOR under Clauses 15, 17, 20, 23 and 26, or to any indemnity given by the CONTRACTOR under the CONTRACT and the limitation under Clause 30.1(b) shall not apply to any costs arising from any cause of action of the CLIENT notified to the CONTRACTOR before the date of completion of the WORK.
		The limitation of liability referred to above will not apply:
	(a)	in the event of third-party claims for compensation in respect of death or personal injury;
	(b)	in the event of criminal intent or gross negligence on the part of the CONTRACTOR or the CONTRACTOR's personnel;
	(c)	in the event of a breach of intellectual property rights.
30.2		Limitation Period
		[Deleted due to applicable Dutch Law]
30.3		Extent of exclusion or limitation of liability
		Any exclusion or limitation of liability under the CONTRACT shall exclude or limit such liability only in contract.
30.4		[Deleted]
31 RESOLUTION OF DISPUTES		
31.1		Any dispute between the PARTIES in connection with or arising out of the CONTRACT or the WORK shall be resolved by means of the following procedure:
	(a)	the dispute shall initially be referred, by means of a formal notice containing the information set out in Clause 31.5 and served in accordance with Clause 29.6, to the CLIENT REPRESENTATIVE and CONTRACTOR REPRESENTATIVE who shall discuss the matter in dispute and make all reasonable efforts to reach an agreement;

	(b)	if no agreement is reached under Clause 31.1(a) above within forty (40) days of the service of such formal notice, the dispute shall be referred to the two persons named in Section I . Such persons are nominated one by the CLIENT and one by the CONTRACTOR. Such persons may be replaced by the PARTY which nominated them by notice to the other PARTY;
	(c)	if no agreement is reached under Clause 31.1(b) above within twenty (20) days of expiry of the period referred to in Clause 31.1(b) (that is, within sixty (60) days of the service of the formal notice referred to at Clause 31.1(a)), the dispute shall be referred to an appropriate Senior Executive of each of the PARTIES who shall meet to discuss the matter in dispute within twenty (20) days of expiry of the period referred to in this Clause 31.1(c) (that is, within eighty (80) days of the service of the formal notice referred to in Clause 31.1(a)).
31.2		If no agreement is reached within twenty (20) days of expiry of the period referred to in Clause 31.1(c) (that is, within eighty (80) days of the service of the formal notice referred to in Clause 31.1(a)), the PARTIES may attempt to settle the dispute by a form of Alternative Dispute Resolution to be agreed between the PARTIES.
31.3		In the absence of any agreement being reached on a particular dispute within twenty (20) days of expiry of the period referred to in Clause 31.1(c) (that is, within eighty (80) days of the service of the formal notice referred to at Clause 31.1(a)), either PARTY may, subject to Clause 31.4, take appropriate action in the Courts to resolve the dispute at any time.
31.4		It shall be a condition precedent to the referral of a dispute to the Courts under Clause 31.3 that the PARTY which intends to commence proceedings in relation to the dispute has used its reasonable endeavours to follow and complete the procedures set out in Clauses 31.1(a), (b) and (c).
31.5		Where any claim or counter claim in connection with or arising out of the CONTRACT is made, the PARTY making the claim or counter claim shall ensure that such claim or counter claim contains, without limitation, the following information:
	(a)	a clear summary of the facts on which the claim or counter claim is based; and
	(b)	the basis on which the claim or counter claim is made, including the principal contractual terms and/or statutory terms relied on; and
	(c)	the nature of the relief claimed; and
	(d)	where a claim or counter claim has been made previously and rejected by the other PARTY, and the PARTY making the claim or counter claim is able to identify the reason(s) for such rejection, the grounds of belief as to why the claim or counter claim was wrongly rejected.
31.6		Whilst any matter or matters are in dispute, the CONTRACTOR shall proceed with the execution and completion of the WORK and both PARTIES shall comply with all the provisions of the CONTRACT.
32 RIGHTS OF THIRD PARTIES		

32.1	Subject to Clause 32.3, the PARTIES intend that no provision of the CONTRACT shall confer any benefit on, nor be enforceable by any person who is not a PARTY to the CONTRACT.
32.2	For the purposes of this Clause 32, "Third Party" shall mean any member of the CLIENT (other than the CLIENT, its representatives or its temporary hires) or CONTRACTOR GROUP (other than the CONTRACTOR).
32.3	Subject to the remaining provisions of the CONTRACT,
	(a) Clause 17.7, Clause 17.8, Clause 19, Clause 20 and Clause 21 are intended to be enforceable by a Third Party; and
	(b) Clause 29.3 is intended to be enforceable by the AFFILIATES of the CONTRACTOR, by virtue of the Law of The Netherlands.
32.4	Notwithstanding Clause 32.3, the CONTRACT may be rescinded, amended or varied by the PARTIES to the CONTRACT without notice to or the consent of any Third Party even if, as a result that Third Party's right to enforce a term of this CONTRACT may be varied or extinguished.
32.5	The rights of any Third Party under Clause 32.3 shall be subject to the following:-
	(a) any claim, or reliance on any term of the CONTRACT by a Third Party shall be notified in writing in accordance with the requirements of Clause 19.6 and Clause 29.6 by such Third Party as soon as such Third Party becomes aware that an event is likely to give rise to such a claim and such notification shall contain the following information as a minimum:
	(i) details of the occurrence giving rise to the claim; and
	(ii) the right relied upon by the Third Party under the CONTRACT;
	(b) the provisions of Clause 31 shall apply in respect of any claim by a Third Party in that the relevant parties agree to resolve any dispute between them in a prompt and amicable manner by adopting the provisions of Clause 31; and
	(c) the Third Party's written agreement to submit irrevocably to the jurisdiction of the competent Court of The Hague in respect of all matters relating to such rights.
32.6	In enforcing any right to which it is entitled by virtue of the Law of The Netherlands and the provisions of this CONTRACT, the remedies of a Third Party shall be limited to damages.
32.7	A Third Party shall not be entitled to assign any benefit or right conferred on it under this CONTRACT by virtue of the Law of The Netherlands.
33 HEALTH, SAFETY AND ENVIRONMENT	
33.1	The CLIENT places prime importance on health, safety and environment (hereinafter "HS&E") issues and requires that the CONTRACTOR GROUP subscribes to and actively pursues the highest standards of HS&E performance.
33.2	The CONTRACTOR shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the WORK and shall keep strictly to the provisions of Section V (HSE Requirements).

	The CONTRACTOR shall collaborate with the CLIENT in establishing HS&E interface arrangements and the production of a HS&E interface document.
33.3	Failure to meet the requirements of Section V (HSE Requirements) or to satisfy the CLIENT's reasonable requirements with regard to the control of HS&E risks in any material respect will be regarded as due cause for the CLIENT giving notice to terminate all of any part of the WORK or the CONTRACT in accordance with Clause 24.1(b).
33.4	The CONTRACTOR shall co-operate with the CLIENT in providing an appropriate response to any emergency occurring at the WORKSITE and shall immediately take such action as may be necessary to protect life and make safe property where such is in imminent peril.
33.5	The CONTRACTOR shall immediately inform the CLIENT of any risk of, or occurrence of an HSE incident.
34 WRECKS	
	The CONTRACTOR shall be responsible for the removal of, and when appropriate, the marking or lighting of, any wreck or debris arising from or relating to the WORK or the property, equipment, vessels or any part thereof provided by the CONTRACTOR GROUP in relation to the CONTRACT when such marking or lighting of is required by law or government authority, or where such wreck or debris is interfering with CLIENT operations, or is a hazard to fishing or navigation.
35 CLIENT APPROVAL	
	The CLIENT approval, acceptance, expression of satisfaction in respect of any CONTRACTOR drawings, specifications, plans, designs, work methods, procedures, certification, resource hours or any other document or item of equipment or the safety of any of these, whether or not under any provision of the CONTRACT or whether it refers to legal or statutory obligations in addition to or outside the CONTRACT shall not remove any of the CONTRACTOR'S responsibilities or liabilities under this CONTRACT. Such CLIENT approval, acceptance or expression of satisfaction, whether written or oral under any part of the CONTRACT shall not cause the CLIENT to assume any responsibility or liability in regard the subject matter of such approval, acceptance or expression of satisfaction. In regard to all aspects of the WORK to be provided hereunder, the CLIENT shall rely totally upon the expertise of the CONTRACTOR. The CLIENT'S OFFSHORE REPRESENTATIVES will have the adequate qualifications to fully execute their role as delegated by the CLIENT, including the ability to confirm that the CONTRACTOR has followed the procedures as outlined in the plans specified in Sections IV to VI.
36 DISCREPANCIES	
	If the CONTRACTOR discovers any discrepancy, ambiguity or contradiction between various parts of the CONTRACT, or any error or omissions, it shall immediately inform the CLIENT REPRESENTATIVE in after which a mutual agreeable solution between CLIENT and CONTRACTOR shall be decided by the PARTIES. Any WORK knowingly performed after such discovery, until

	authorised in writing by the CLIENT, shall be at the CONTRACTOR'S sole risk and expense.
37 AMENDMENT TO THE CONTRACT	
	No Amendment to the CONTRACT shall take effect unless and until executed in writing and signed by both PARTIES.
38 DUTCH STATUTORY REQUIREMENTS	
	The CONTRACTOR represents that it is fully experienced and knowledgeable about applicable Dutch statutory requirements during the term of the CONTRACT and will keep itself informed of their requirements and those of their successors relating to offshore geophysical and geotechnical surveys and the use of survey vessels.
39 FIELD DATA	
39.1	All FIELD DATA obtained by the CONTRACTOR as set out in this CONTRACT shall become the property of the CLIENT as from the time that any of the FIELD DATA is obtained. On completion of the WORK, the FIELD DATA shall be delivered to the address designated by the CLIENT, or shall be processed by the CONTRACTOR if mutually agreed between the parties.
39.2	The CONTRACTOR shall be responsible for any damage to or loss of the FIELD DATA until such time as such FIELD DATA are delivered to the address designated by the CLIENT. In the event of any such damage or loss, the CONTRACTOR, at the CLIENT's option shall:
	(a) either re-perform, at the CONTRACTOR'S own expense, that portion of the WORK sufficient to re-acquire or replace the damaged or lost FIELD DATA. Prior thereto, the parties shall consult and prepare a schedule of the re-performance required; or
	(b) reimburse the CLIENT for the cost of obtaining similar FIELD DATA from a third party. Such cost referred to herein shall be limited to the cumulative value of the original CONTRACT.
	(c) For the avoidance of doubt, the provisions of this Clause 39 shall apply to the damaged or lost FIELD DATA irrespective of whether the FIELD DATA has been damaged or lost offshore, onshore or in transit, or before or after any laboratory testing as required by this CONTRACT.
40 FAILURE OF CONTRACTORS EQUIPMENT	
	In the event that any item of the CONTRACTOR'S equipment, whether owned, leased or hired suffers a failure that prevents offshore operations continuing the CONTRACTOR shall go on standby, unless otherwise agreed with the CLIENT, until such time that the said equipment is repaired or replaced and operations can be re-commenced, subject to Clause 42. Any such standby shall be at the cost of the CONTRACTOR and CONTRACTOR is not entitled to any adjustments to the schedule of KEY DATES. Failure of equipment shall not be treated as a Force Majeure.

41 WEATHER FORECASTING	
	The CONTRACTOR shall obtain and provide the CLIENT every 6 hours with all necessary weather forecasting data from an agreed upon Meteorology Agency to help ensure the completion of the WORK in a safe manner and in accordance with the CONTRACT.
42 LIQUIDATED DAMAGES	
(a)	If the CONTRACTOR fails to complete in accordance with the dates marked by * in the schedule of KEY DATES in Chapter 3 of Annex [6] – Section IV (Scope of Work) and in compliance with the requirements of the CONTRACT, the CONTRACTOR shall be liable to the CLIENT for Liquidated Damages. The amounts of such Liquidated Damages shall be 0.2% for Lot 1 and 0.1% for Lot 2 of the CONTRACT PRICE for each day that it fails to perform the WORK as agreed. For clarity, Liquidated Damages shall apply to all dates marked by * individually. It is the responsibility of the CONTRACTOR to minimize knock-on effects of each delay.
	If, other than through Force Majeure, the CONTRACTOR is permanently unable to perform the WORK as agreed or it is foreseeable that CONTRACTOR will not be able to achieve the COMPLETION DATE within the relevant dates mentioned in in Clause 42 (a), then the Liquidated Damages will be immediately payable in full taking into account the cap specified in Clause 42 (e) and CLIENT shall be entitled to terminate the CONTRACT under Clause 24.1(b).
(b)	The Liquidated Damages will be payable to the CLIENT, without prejudice to all other rights and claims, including:
	(i) the right to demand that the WORK be performed as agreed;
	(ii) the right to be compensated for damages (iii) the right to terminate the Contract.
(c)	All amounts of such Liquidated Damages for which the CONTRACTOR may become liable are agreed as a genuine pre-estimate of the losses which may be sustained by the CLIENT in the event that the CONTRACTOR fails in its respective obligations under the CONTRACT.
(d)	The Liquidated Damages will be set off against amounts payable by the CLIENT regardless of whether the claim for payment of such amounts has been transferred to a third party.
(e)	For the avoidance of doubt, the Liquidated Damages liability shall not exceed ten per cent (10%) of the CONTRACT PRICE in aggregate.
43 SALVAGE	
(a)	All salvage monies earned by any watercraft or marine vessel utilized in performance of the WORK shall be divided equally between the CONTRACTOR and the CLIENT, after deducting the Master and crew's share, legal expenses, hire of watercraft or vessel during the time lost due to salvage operations, value of fuel oil consumed, repair to damage

		incurred, if any, and any other extraordinary loss or expense sustained as a result of the salvage operations. No salvage shall be undertaken without the CLIENT's prior permission, except in the case where, it is alleged, life is in danger. From the time of the watercraft or vessel leaves port or commences to deviate for the purposes of engaging in salvage operations, any compensation otherwise payable by the CLIENT until the vessel is again in every way ready to resume the WORK, at the position at which the off-hire period commenced.
	(b)	No salvage claim may be made by the CONTRACTOR with respect to equipment owned by, leased, hired or borrowed by, or under the control of the CLIENT.
44 GROUND RISK		
		The CONTRACTOR shall take all ground risk in case a jack-up vessel is used for carrying out the soil investigations and such vessel is unable to jack up at the intended borehole or CPT position. In such an event where the jack-up vessel has to abandon a borehole or CPT location and re-position at an alternative position, such alternative location being agreed with the CLIENT OFFSHORE REPRESENTATIVE, then such re-positioning shall be deemed to be included in the CONTRACT PRICE.