

# **DRAFT**

## **Agreement**

### **Acquisition and processing of Multibeam data off Northern Faroe Islands**

With reference to your tender dated \_\_\_\_\_, we the Geological Survey of Denmark and Greenland (GEUS), hereby award you, \_\_\_\_\_, the subject contract (hereinafter referred to as “the contract”) on the following terms and conditions.

The contract is made by and between the following parties designated as “GEUS” and “contractor”:

GEUS: Geological Survey of Denmark and Greenland

Øster Voldgade 10, DK-1350 Copenhagen K, Denmark

Contractor: \_\_\_\_\_

Whereas GEUS desires that all services and/or works in connection with acquisition and processing of multibeam data (which services and/or works are more particularly described elsewhere within the contract documents referred to in article 2 hereof and are hereinafter called “the service”) should be executed. And whereas contractor represents it possesses all requisites necessary to perform the service diligently in accordance with current standards and practices of the industry and subject to the provisions of the contract documents.

Now therefore, in consideration of the mutual covenants and agreements hereinafter provided, it is hereby agreed as follows:

#### **Art. 1 Words and expressions**

In this agreement words and expressions have the same meanings as are respectively assigned to them in the general conditions.

## Art. 2 Contract documents

The following documents shall be deemed to form and be read and construed as part of the contract:

- This agreement.
  
- Commercial section
  - General conditions
  - Special conditions
  - Appendix A – compensation
  
- Technical section
  - Appendix B – technical specification
  - Appendix C– quality and management systems specification
  - Appendix D – safety training and working environment
  - Appendix E – quality control specifications (to be included)

No change, amendment or other modification to or in any document or provision forming part of the contract shall be valid or effective unless produced in writing and signed on behalf of each of the parties hereto by its authorised officer(s).

## Art. 3 Covenants for execution of the service

### 25.0. Contractor

In consideration of the payment to be made by GEUS to contractor, the contractor hereby covenants with GEUS to perform and complete the service in conformity in all respects with the provisions of the contract.

### 26.0. GEUS

GEUS hereby covenants to pay contractor in consideration of the performance of the service the compensations at the time(s) and in the manner prescribed by the contract.

## Art. 4 Contract value

All contract rates of compensation and any other price(s) agreed upon by the parties include any charges and provisions necessary for the total completion of the service covered by the contract in a

workmanlike and expeditious manner and in accordance with the contract documents, shall be remunerative to, and shall cover all expenses and dues borne, or to be borne, by contractor together with all responsibilities that contractor has undertaken and any consequence deriving therefrom.

Art. 5 Articles which survive termination

The provisions of the contract, which by their nature survive final termination of the service, shall remain in full force and effect after such termination.

Art. 6 Effective date of contract

The contract is effective on when signed by both parties.

Art. 7 Acceptance

The parties hereto accept the terms and conditions contained herein, and agree to be bound by them, and the duly authorised representatives of the parties execute the contract below.

For and on behalf of GEUS

For and on behalf of contractor

Name: .....

Name: .....

Title: .....

Title: .....

Sign.: .....

Sign.: .....

Encl.: As cited in article 2.

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## **Commercial section**

### **General conditions – acquisition and processing of multibeam data acquisition**

## Art. 1 Definitions and interpretation

For the purposes of the contract, and unless otherwise stated in the text, certain words and expressions used in the contract shall have the following meanings, it being understood that reference to the singular includes reference to the plural and vice versa.

### 2.3 Definitions

- 1.1.1 “GEUS” and “contractor” shall have the respective meanings ascribed to them in the agreement.
- 1.1.2 “The contract” shall mean the documents scheduled in article 2 of the agreement and any contract amendment(s) issued subsequent thereto.
- 1.1.3 “The contract price” shall mean any or all the amounts (as the context so admits) payable to or for the account of contractor for the satisfactory and proper performance by contractor of its obligations in accordance with the provisions of the contract.
- 1.1.4 “Affiliate” shall mean, in respect of any party.
- i) any company or other legal entity which is controlled by a party, or
  - ii) any company or other legal entity which directly or indirectly controls a party, or
  - iii) any company or other legal entity which is directly or indirectly controlled by any company or other legal entity which directly or indirectly controls a party. For the purpose of this definition “control” means the right to exercise the votes attaching to more than fifty percent (50%) of the issued equity shares of such company or other legal entity, or the right to appoint more than half the directors of such company or other legal entity.
- 1.1.5 “Area of operations” shall mean any location or area utilised in connection with the contract.
- 1.1.6 “Assignee” shall mean the entity, person or third party to which the contract may be assigned in the manner and to the extent permitted under the terms thereof.
- 1.1.7 “Effective date of contract” shall mean the date specified as such in the agreement.
- 1.1.8 “Equipment and/or materials” shall mean the equipment, machinery, instruments, tools, materials provided by contractor for the performance of the service.

1.1.9 “Force majeure” shall have the meaning ascribed to it in article 31 “force majeure”.

5.0.0 “Party” shall mean either GEUS or contractor and the plural of it means both of them.

1.1.11 “Representatives”:

Contractor's representative shall mean the person or persons notified to GEUS and authorised to act on contractor's behalf in matters relating to the contract all as specified in accordance with clause 9.1.

GEUS's representative shall mean the person or persons designated by GEUS in the area of operations as specified in clause 9.2.

1.1.12 “Scope of contract” shall mean the activities designated in article 1 “scope of contract” of the special conditions.

1.1.13 “Sub-contract” shall mean any contract entered into between contractor and any third party in the manner and to the extent permitted under the terms of the contract hereunder contractor sub-contracts the performance of any part of the service and “to sub- contract” shall be construed accordingly.

1.1.14 “Sub-contractor” shall mean any company, corporation, firm, partnership or any combination thereof engaged directly or indirectly by contractor for the performance of the service or any part thereof.

1.1.15 “The service” shall mean all services and works to be provided by contractor under the contract, as more fully described in article “scope of contract” of the special conditions.

1.0.0 “Third parties” shall mean all parties other than the parties to the contract.

2.0.0 “Vessel” shall mean the survey vessel used by contractor, where applicable, in the performance of the service.

### 3.0 Interpretation

1.2.1 The contract constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede and cancel all prior agreements or understandings, whether oral or written.

- 1.2.2 The headings of all sections of the contract are inserted for convenience of reference only and shall not affect the construction or interpretation of the contract.
- 1.2.3 If any provision of the contract is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions of the contract.
- 1.2.4 The contract shall also be for the benefit of and binding upon GEUS's and contractor's successors and assignees.
  
- 12.4.1 Unless specifically stated otherwise, all references to days and/or months shall mean calendar days and/or months, respectively, according to the Gregorian calendar.
- 12.4.2 Unless specifically stated otherwise in the contract, references in the general conditions or in the special conditions to numbers and letters designating articles and/or clauses and/or paragraphs relate only to the articles and/or clauses and/or paragraphs of the general conditions or the special conditions, respectively.

## Art. 2 Contract duration and termination

### 2.1 Duration

The duration and any extension(s) of the contract shall be specified in the special conditions.

### 2.2 Termination procedure

Any termination shall become effective as of the date and in the manner specified in the notice of termination and shall be without prejudice to any claim, which GEUS may have against contractor.

On receipt of such notice contractor shall, unless otherwise directed by the notice of termination, immediately discontinue the service and/or the placing of orders in connection with the performance of the service and shall, if so requested, use any reasonable effort to cancel all existing commitments upon terms satisfactory to GEUS and shall thereafter perform only such portion(s) of the service as may be necessary to preserve and protect the part of the service being performed and to protect all contractor's or GEUS's goods located at contractor's base, or in transit thereto.



## 2.3 Early termination

- 2.3.1 GEUS in its sole discretion may terminate for any reason and at any time the contract by giving written notice thereof to contractor.
- 1.0.0 If the contract is terminated by GEUS pursuant to paragraph 2.3.1 above, contractor shall be entitled to the reimbursement of the costs of that portion of the service performed to the satisfaction of GEUS up the date of termination, evaluated at the rates and prices, if any, provided for in the contract. Such reimbursement shall include the cost of any goods already purchased by contractor in respect of the service and mobilisation as well as demobilisation expenses evaluated at the prices provided for in the contract.
- 2.0.0 Upon such termination and payment of sums due to contractor pursuant to paragraph 2.3.2, if any, title to and possession of all work, equipment and/or materials and supplies, incorporated or to be incorporated in, or documents related to, the service, shall pass to and vest in GEUS on a “where is, as is” basis. Excepted are data and work not accepted by GEUS in the sense that GEUS is refusing to pay for it. Contractor shall, if so required by GEUS, assign any of its sub-contracts to GEUS.

## 2.4 Right of cancellation

Without prejudice to the other provisions of the contract, GEUS shall be entitled to terminate the contract in the following cases:

- a) contractor has not commenced the service by the date provided for in the contract or has not completed it, due to causes attributable to contractor, within the agreed term;
- b) contractor refuses to perform the service in accordance with the terms and conditions set forth in the contract; in particular, contractor supplies personnel and/or equipment and/or materials not meeting the requirements indicated, or does not promptly replace malfunctioning equipment and/or materials or parts;
- c) contractor fails to substantially comply with its material obligations as set forth herein;
- d) contractor becomes insolvent, bankrupt or makes an assignment for the benefit of creditors; or a receiver is appointed for a substantial part of contractor's assets;

- e) contractor dissolves, liquidates or terminates its corporate existence other than by merger or reorganisation into an affiliate; or an order is made by a court or an effective resolution is passed for the dissolution, liquidation or winding up of contractor;
- f) contractor assigns the contract to third parties or sub-contracts the service without GEUS's prior written consent;
- g) contractor fails to comply with current legislation relating to insurance, salaries, wages and social security contributions for its personnel and safety legislation;
- h) contractor makes variation(s) to the scope of contract, without GEUS's written approval and/or authorisation;
- i) contractor suspends the performance of the service in the event of legal disputes;
- j) contractor fails to meet the quality requirements during the execution of the service and such failure has significant effect on data quality;
- k) force majeure events persist for a period in excess of ten (10) days;
- l) in case of irregularity of contractor's administrative and/or legal position.

2.5 If GEUS considers that one of the aforesaid causes of termination exists, it may give written notice thereof to contractor requiring contractor to remedy such cause within a period of not less than fifteen (15) days of receipt of GEUS's notice. If, upon the expiry of the aforesaid period, such cause has not been remedied or removed or if an agreement has not been reached on a plan to remedy or remove the cause, the contract shall automatically terminate, and GEUS shall be entitled to be reimbursed, within sixty (60) days of receipt by contractor of the relevant debit note, for all damages incurred in connection with such termination, however, not including consequential losses and/or damages.

The termination of the contract pursuant to this clause 2.5 shall not relieve contractor from any of its obligations or liabilities incurred as a consequence of default(s) committed prior to such termination.

Art. 3 Quality assurance

3.1 The service shall be carried out in compliance with the requirements listed in appendix B and C.

3.2 Failure by contractor to meet GEUS's quality requirements shall constitute breach of contract and shall entitle GEUS to terminate the contract pursuant to clause 2.5, provision being such failure significantly reduces quality of acquired data.

Art. 4 Special conditions and appendices - priority of documents

4.1 The special conditions and appendices to commercial section and technical section A, B, C and D as mentioned in article 2 of the agreement relate to the services specified below:

Special conditions for acquisition and processing of multibeam data acquisition

- Appendix A: compensation for acquisition and processing of multibeam data
- Appendix B: technical specification for acquisition and processing of multibeam data
- Appendix C: quality and management systems for exploration services
- Appendix D: safety training and working environment

4.2 Priority of documents

In case of any inconsistency between the contract documents indicated in article 2 of the agreement, each document shall prevail on the others in accordance with the order set forth below:

- 1) the special conditions and appendix A;
- 2) the agreement;
- 3) the general conditions;
- 4) the quality and management systems - appendix C;
- 5) the technical specification as appropriate
- 6) Appendix D – safety training and working environment

The above documents shall be deemed to be complementary, so that all the terms of any such document shall be considered to be included in all the others and thus fully applicable.

Art. 5 Area of operations acquaintance

Contractor declares and represents that it is acquainted in all respects with the regulatory, fiscal and logistics situation, climatic and environmental conditions existing in the area of operations and that it has evaluated all costs and risks connected therewith.

Thus, contractor is solely responsible for any misunderstandings and/or incorrect information, however obtained.

Art. 6 Standard of performance

6.1 Contractor shall, at contractor's sole cost and expense, furnish supervision, manpower, equipment and/or materials and supplies necessary for the performance of the service in a diligent, good and workmanlike manner.

Contractor shall not employ in any work for GEUS any employee whose employment violates applicable labour laws.

6.2 All equipment and/or materials, supplies or manufactured articles furnished by contractor in the performance of the service shall be the best quality for their respective purposes and shall be free from all defects, latent or otherwise. Any portion of the service found defective or unsuitable shall be promptly removed, replaced or corrected by contractor without additional charge to GEUS.

6.3 Progress in the work

In the event that the work falls behind schedule or that it becomes evident that progress has been too slow to ensure completion of the service in the prescribed time, contractor shall take immediate steps that can be reasonably expected to expedite the rate of progress of the work.

Art. 7 Inspection and tests

7.1 Contractor shall permit GEUS's representative(s) or inspector(s) to conduct the requisite inspection and tests, including inspection of the vessel and to examine the equipment and/or materials to be used for the service, it being understood that vessel time elapsed due to such tests and inspections, that would not else have elapsed, shall be paid for at xx DKK per hour. The presence of GEUS's representative(s) shall not in any way relieve contractor from full and exclusive responsibility for the execution of the service.

7.2 In case the nature of the service requires that it be submitted to tests as the service proceeds, or submitted to specific test or inspection according to the contract, contractor shall notify GEUS adequately (never less than 48 hours in advance) that the test can be initiated in order that GEUS's representative(s) shall have the opportunity of being present at all such tests, and no work shall be covered up or put out of view until so inspected.

7.3 Unless an agreement to the contrary has been made, it is understood that tests necessary for the kind of service in question, according to good practice, shall form an integral part of the carrying out of the service and shall be for the account of, and carried out under the responsibility of, contractor. Contractor shall also supply the necessary testing equipment.

#### Art. 8 Changes or modifications in the service

8.1 GEUS shall have the right at any time during the term of the contract to ask contractor to make any reasonable changes or modifications that GEUS considers advisable in the service or in the plans and specifications, and contractor shall carry out such changes or modifications.

Changes or modifications may include additions to or reductions in the amount of work.

8.2 In the case of a lump-sum contract, if such modifications increase the cost of the service, the contract price shall be increased proportionately; likewise, if the modifications represent a diminution in the cost of the service, a corresponding reduction shall be made in the contract price. However, mobilisation and demobilisation charges will remain unaltered, regardless.

8.3 In all cases the parties shall agree in writing the amount of increase or decrease in the contract price before the modifications are carried out. GEUS will not pay for any modification unless the price thereof has been agreed in writing in advance.

8.4 The contract price shall not be increased on account of additional work or additional materials required to remedy defects attributable to contractor, or to carry out tests in excess of those specified in the special conditions if such additional tests are necessary because of defects attributable to contractor.

8.5 Contractor shall not change, modify or alter any part(s) of the service except as directed by GEUS in writing.

In the event of any variation(s) made by contractor without GEUS's prior approval, contractor shall, at its expense, restore any varied part(s) of the service to the condition required by the contract.

8.6 If contractor fails to comply with the provisions of clause 8.5, GEUS reserves the right to terminate the contract pursuant to clause 2.5.

Art. 9 Representatives

9.1 Contractor shall designate in writing to GEUS the person or persons who will have supervisory authority of the service and with whom GEUS's representative(s) may co-ordinate the performance thereof.

Notices concerning the service which are transmitted to contractor through its designated representative(s) and which are consistent with the provisions of the contract shall be deemed those of Contractor and shall be deemed, for the purposes of the contract, to have been sufficiently given.

9.2 GEUS will designate in writing one or more representative(s) in the area of operations to whom contractor's representative(s) may deliver reports and other confidential information developed from the service.

GEUS's representative(s) will consult with contractor's representative(s) in the planning and co-ordination of the service, and all instructions given by GEUS's representative(s) consistent with the provisions of the contract shall be deemed those of GEUS and shall be complied with.

Art. 10 Reports

The reports that contractor shall provide to GEUS during, and/or after the completion of, the service are set out in the special conditions.

Art. 11 Contractor's obligations

In addition to any and all charges provided for in other clauses as being for contractor 's account, contractor shall provide and/or arrange for and/or meet the cost of:

1.0 Mobilisation to, and demobilisation from, the area of operations of all marine and land means and equipment.

2.0 All expenses associated with the personnel provided under the contract, including but without limitation, all wages, salaries, overtime, taxes benefits, allowances, social security contributions, and (save as may be otherwise expressly provided herein) the cost of passports,

accommodation, subsistence, travelling (including travels for crew rotation) insurance and medical treatment.

- 11.3 Maintenance and repairs of all equipment and/or materials to ensure its/their efficient operation; supply of all spare parts and consumables required, for the proper conduct of the service such as: fuel, lubricants, photographic material, paper and printing chemical products, gases and/or compressed air.
- 11.4 Customs duties and agency fees, which shall be reimbursed to contractor as stated in clause 12.3.
- 11.5 Any and all liabilities or claims for any taxes or governmental charges of whatever nature which any governmental authority (including any political sub-division thereof) claiming jurisdiction over the contract may impose, assess or levy against contractor under the contract.
- 11.6 Complying with, and ensuring that the sub-contractors and their respective personnel comply with, all applicable laws, by-laws, rules and regulations and any conditions or restrictions contained in any license or permit relating to the service.  
More specifically, contractor shall take all precautions necessary to ensure the safety of contractor's personnel and property and the personnel and property of any third parties.
- 11.7 Repeating, subject to a contractor multibeam marine crew being available in or near the area of operations, such field operations as are necessary to re-record any tapes that, due to contractor's fault, are lost, destroyed or damaged beyond repair.  
In the event that no multibeam marine crew is available in or near the area of operations, contractor may elect, instead of re-recording the tapes, to credit GEUS with the rate(s) of compensation, as appropriate, initially charged to contractor.
- 11.8 Registration of the contract, where required, in the country where the service is rendered. The relevant cost, expenses and/or charges, if any, shall be reimbursed by GEUS as stated in clause 12.3.
- 1.0 Downtime resulting from the failure of the vessel and/or the malfunction of the equipment and/or materials including the radio-positioning chains.
- 2.0 Compliance with all requirements of the laws of the country having jurisdiction over the area of operations as regards establishing its company on a proper legal basis to operate or do business therein, including registration, if required.

Art. 12 GEUS's obligations

In addition to the payment to contractor of the fares of compensation/fees set forth in appendix A, GEUS shall provide and/or arrange and/or meet the cost of:

25.0 Self-insurance covering liabilities for injury to or death of its representative(s).

26.0 Expenses (against supporting documents) associated with, or judgement arising out of, any predictable damage or loss caused to third parties, including damage to or loss of fish traps, nets, posts; provided, however, that the service shall be performed with due care, skill and diligence and in accordance with accepted industry standards.

12.3 a) costs, expenses and/or charges, if any, of registering the contract in the country where the service is rendered

b) reimbursing contractor for the cost of:

- Customs duties and agency fees in 11.4 if the call of port is according to instruction from GEUS;

Permits, licences, authorisations as stated in article 28 “permits and authorisation”.

2.1 Fees of any data, maps, reports, in addition to those mentioned in the contract.

Art. 13 Safety, accident prevention and health measures

1.0 Contractor assumes full responsibility to provide for the safety, security and health of contractor's personnel and to observe the respective laws and regulations of the area of operations, including but not limited to the obligation to develop a safety plan according to Multibeam Survey Standards.

Contractor further covenants warrants and represents that its personnel and the personnel of its sub-contractors are suitably trained to safely perform the service. Ref. Appendix D - safety training and working environment.

2.0 Contractor's obligation to observe safety measures according to this article 13 shall be considered an essential, basic obligation, failure to comply with which shall give GEUS the right to suspend the service or to terminate the contract under article 2 “contract duration and termination”.

2.3 The responsibility for taking adequate safety measures rests solely with contractor. Contractor shall appoint a safety officer.



- 2.4 Contractor shall inform GEUS and the proper authorities forthwith of any Injury /damage to contractor's personnel/equipment and/ or materials or to the personnel/equipment of its sub-contractors.  
Contractor shall submit to GEUS, within seven (7) days of the date of the injury/damage, the accident report.

Art. 14 Environmental compliance

- 1.0 Contractor shall give all notices and otherwise fully comply with all laws, statutes, regulations, ordinances, rules, standards, orders or determinations of any governmental authority (including related determinations, interpretations, orders or opinions by any judicial or administrative authority) which has jurisdiction over contractor, the service or the area of operations pertaining to protection or conservation of the air, land, water, human health, industrial hygiene or other aspects of the environment. Including but not limited to the obligations listed in multibeam survey standards in the conditions to issue a license to carry out scientific research of the Faroese Shelf.

2.0 Hazardous materials

Contractor represents and warrants to GEUS that upon delivery or performance of the service, the service will not contain or otherwise have incorporated into it any chemical, material or other substance defined as or included in the definition of “hazardous substance”, “hazardous material”, “hazardous chemical”, “hazardous chemical substance”, “hazardous waste”, or “toxic substance” or words of similar meaning and regulatory effect, as such terms are defined under any environmental laws, any broader definition of such terms that is used by a state or locality that has jurisdiction over the service, or the area of operations or any interpretation by administrative or judicial authorities, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which may or could pose a hazard to human health and safety.

3.0 Pollution control/hazardous waste responsibility and indemnification

- a) Contractor shall assume all responsibilities, including control and removal of, and hold harmless and indemnify GEUS from and against any and all losses, costs (including payment of attorney's fees and other litigation costs) damages or liabilities, and in respect of all claims by any person or entity whatsoever for injury to person or property or any other loss or damage arising out of or in connection with pollution or contamination of the environment caused, in whole or in part, by any act or omission of

contractor and its sub-contractors, including but not limited to: spills, leaks, drainage or dumping of fuels, lubricants, motor oils.

- b) Contractor shall assume all responsibility for properly treating, storing, transporting, disposing of or otherwise managing all hazardous waste in its control or resulting from its work under the contract in strict compliance with all applicable laws, rules or regulations.

Contractor further agrees to hold harmless and indemnify GEUS from and against any and all losses, costs (including attorney's fees and other litigation costs), damages or liabilities, and in respect of all claims by any person or entity whatsoever for injury to person or property or any other loss or damage, arising out of or in connection with any failure of contractor and any sub-contractor to properly treat, store, transport, dispose of or otherwise manage its hazardous waste.

- a) Without relieving contractor of any of its obligations, it is agreed that GEUS may notify immediately relevant authorities having jurisdiction over the area of operation for the purpose of ensuring the necessary control and removal of any pollution or contamination which is the responsibility of contractor under the foregoing provisions. Contractor shall reimburse GEUS any cost thereof. It is understood that both parties shall keep each other informed during such situations and try to agree on the most appropriate action to take.

Art. 15 Independent contractor

Contractor, in the performance of the service, is and shall remain an independent contractor with exclusive control of its personnel. Contractor shall have no authority to act on behalf of GEUS nor shall contractor have the power neither to bind GEUS in any manner nor be considered as an agent of GEUS.

Art. 16 Liabilities and indemnities

1.0 The parties shall, save as is otherwise herein specifically provided, indemnify and hold each other harmless from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature with respect to injury to or death of any person employed, directly or indirectly, by the parties, their sub-contractors/contractors or affiliates arising during or as a result of the performance of the service from any cause whatsoever, including, but not limited to; the negligence of the parties, their sub- contractors/contractors, or their respective employees.

16.2 a) Contractor shall be liable for damage to its equipment and/or materials and for loss of and/or damage to such materials that belong to GEUS and that Contractor has received in order to perform his services according to this contract.

a) Contractor shall be liable for and shall indemnify and hold GEUS harmless from and against any claims for and proceedings resulting from shipwreck or any equipment and/or materials (floating or otherwise) which may sink or be lost overboard in the course of the performance of the service. In such case contractor shall act according to the laws of the country having jurisdiction over the area of operations and secure sufficient insurance coverage to meet the requirements.

b) Without relieving contractor of any of its obligations, it is agreed that GEUS may notify immediately relevant authorities having jurisdiction over the area of operation for the purpose of ensuring the necessary control and marking or raising or removal of the vessel or any equipment and/or materials (floating or otherwise) which may sink or be lost overboard in the course of the performance of the service. Contractor shall reimburse GEUS any cost thereof. It is understood that both parties shall keep each other informed during such situations and try to agree on the most appropriate action to take.

16.3 Contractor shall be liable for and shall indemnify and hold GEUS harmless from and against all losses and claims for and proceedings resulting from death, injury, damage or destruction, howsoever caused to any third party, or their property whatsoever which shall arise out of or in consequence of the performance of the service, including any losses and claims arising out of the failure by contractor or contractor 's personnel to comply with the safety regulations mentioned in article 13 "safety, accident prevention and health measures".

1.3 Contractor shall defend, indemnify and hold GEUS and GEUS's representative(s) harmless from and against any liability or penalty which may be imposed on GEUS or on GEUS's representative(s) by reason of any alleged or actual violation of law by contractor or its sub-contractors and also from all claims, suits or proceedings that may be brought against GEUS or GEUS's representative(s) arising under, growing out of, or by reason of or pursuant to the performance of the service with respect to such alleged or actual violation of law whether brought by employees of contractor or its sub-contractors, by third parties or by any governmental authority.

1.4 In no event shall either party be liable to the other for indirect, special or consequential damages of any kind, including but not limited to loss of revenue or anticipated profits resulting from the carrying out of the service.

## Art. 17 Insurance

17.1 Without prejudice to the liabilities and responsibilities of contractor under the provisions of article 16 “liabilities and indemnities”, Contractor shall at its own expense effect and maintain in force during the term of the contract the following insurance’s:

- (a) Insurance covering injury to, and/or death of, contractor's personnel and/or the personnel of its sub-contractors in compliance with the legislation applicable to the contract.
- (b) Insurance covering liability for damage to, and/or loss of, contractor's facilities, equipment and/or materials and/or those of its sub-contractors, including war risks,.
- (c) Insurance covering liability for damage to and/or loss of GEUS's materials mentioned in clause 16.2a).
- (d) Contractor shall ensure that the hull and machinery protection and indemnity insurance’s in respect of the vessel, if used in the performance of the service, are in effect during the term of the contract, at no cost to GEUS, in an amount of not less than owners full admitted value of the vessel. Also, contractor shall obtain removal of wreck insurance to cover contractor's obligations in clause 16.2b).
- (e) Public liability insurance covering personal injury and/or property damage, with a limit of DKK 10 million for anyone incident or series of incidents, arising from one event or incident and unlimited as to number of claims in any year.

The limits specified above are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by GEUS of responsibility for financial liabilities in excess of such limits.

### 17.2 General insurance requirements

- (a) Contractor shall maintain in force the above-mentioned policies through a reputable international insurance company.  
Contractor shall likewise require each of its sub-contractors to maintain third party liability insurance for such risks through a reputable international insurance company, covering the activities of such sub-contractors and their employees.  
Any deficiencies in the cover or policy limits of sub-contractor’s insurances shall be the sole responsibility of contractor.

- (b) Contractor warrants that the insurances referred to in clause 17.1 shall be in full force and effect prior to the commencement of the service.
- (c) Contractor shall, within (7) days of the execution of the contract, provide GEUS and relevant authorities with written evidence that the aforementioned insurance's have been effected and are in full force with respect to the contract and shall furnish to GEUS and relevant authorities, as soon as available, copies of the current certificates relating thereto.
- (d) Contractor shall provide to GEUS with written confirmation that its underwriters have agreed to waive all rights of subrogation against GEUS, its parent companies, affiliates and such of the joint ventures as are engaged in the area of operations.
- (e) Contractor shall ensure that GEUS is included in all the policies as co-assured.
- (f) All insurance's carried by contractor hereunder shall exclude the right of subrogation and deductibles against GEUS, its contractors or their sub-contractors.
- (g) The cost of the above insurance coverage shall be included in the rates of compensation/fees set forth in appendix A, as appropriate.
- (h) All insurance policies shall be endorsed to provide GEUS with at least thirty-(30) day's notice of cancellation.  
If contractor fails (or refuses) to obtain or to continue any insurance required to be effected by it under the provisions of this article 17, or to provide GEUS with insurance certificates or renewal certificates, GEUS shall, without prejudice to any of its other rights, have the right to procure such insurance at contractor's expense, in which event any sums so paid by GEUS in this regard shall immediately become due and payable to GEUS by contractor, and GEUS shall be entitled to deduct such sums from any monies due or which may become due to contractor in addition to any other remedies GEUS may have under the contract .

Art. 18     Compensation and method(s) of application

7.1 GEUS will pay contractor, as full compensation for the service, the rates of compensation/fees (net or vat), as appropriate, set forth in appendix A and as provided therein or in the special conditions.

7.2 The rates of compensation/fees set forth in appendix A shall be inclusive of any and all taxes applicable in the country where the service is rendered and in contractor's country.

Art. 19 Invariability of prices

The rate of compensation and/or fees set forth in appendix A shall remain unchanged during the term of the contract.

Art. 20 Invoicing

20.1 Contractor shall forward monthly the invoice to GEUS, with the following provision:

- a) Mobilisation shall be invoiced as soon as possible pursuant to completion.
- b) All work that has not already been invoiced shall be invoiced as soon as possible pursuant to completion of demobilisation.

20.2 Contractor shall bill GEUS on the following basis:

20.2.1 Mob/demob fees: as stated in the special conditions and in appendix A.

20.2.2 Rates of compensation: as stated in the special conditions and in appendix A.

20.3 All invoices under the contract shall quote the contract reference number: GEUS j.nr 0739-033, and shall be mailed as follows:

One original to the address specified in the special conditions.

20.4 If GEUS disputes an invoice, in whole or in part, GEUS shall promptly notify contractor of the dispute and shall pay only 50 % of the disputed portion.

GEUS and contractor shall endeavour to settle and adjust any disputed amount forthwith.

Art. 21 Payment

21.1 GEUS shall pay by bank transfer all billings within the period specified in the special conditions.

21.2 All payments to contractor under the contract shall be in the currency set out in the special conditions and shall be made to the address (es) specified on the invoice(s).

21.3 GEUS shall pay contractor's last invoice upon receipt of the final report.

21.4 All payments due under or in connection with the contract shall be subject to the rules and regulations of National Bank of Denmark.

Art. 22     No assignment of credits allowed

Contractor agrees not to assign its credits, except those, which will be duly approved by GEUS in advance. Such approval will not be unreasonably withheld.

Art. 23     Audit

Contractor agrees to retain all pertinent books and records (i.e. payroll records, accounting records, payment records, invoices, time reports and travel/entertainment expense reports) relating to the service for a twenty-four (24) month period commencing at the end of the calendar year in which the service was completed or at the end of the calendar year in which the contract has been terminated pursuant to article 2 “contract duration and termination”, and for any additional period as may be necessary to permit GEUS to complete any audit commenced within such period. Representatives and auditors of GEUS shall have access at any time during normal working hours to the books and records maintained by contractor relating to the service, and shall have the right to copy and audit such books and records.

Art. 24     Taxes

24.1 Taxes

- 24.1.1 Any and all income taxes (or taxes based upon or determined by reference to income, profit or gain) of contractor group are the sole responsibility of contractor.
- 24.1.2 Contractor shall be responsible for and assume full liability for the collection and payment of all present and future employment taxes, levies or assessments including, without limitation, national insurance and other employee benefits imposed by any governmental or taxing authority and arising from the employment of any person by contractor group.

- 24.1.3 Contractor shall provide to the appropriate governmental or taxing authority all information necessary to satisfy any duty it or GEUS has to report information to the said authority with respect to any of the taxes referenced above.  
Compliance with these obligations shall be deemed a part of contract performance and subject to audit.
- 24.1.4 Contractor shall defend, indemnify and hold GEUS harmless from and against any and all taxes on income, profits or gain imposed by any governmental or taxing authority on contractor or GEUS in respect of any payment made to or earned by contractor hereunder.
- 24.1.5 If and to the extent required by the laws of any country having jurisdiction, GEUS shall have the right to withhold amounts from payments due to contractor hereunder, and any amount so withheld shall be credited against any payments due to contractor under the contract.
- 24.1.6 In case GEUS is held liable for unpaid taxes due to any non-compliance by contractor with this article, contractor agrees to indemnify and reimburse GEUS on demand for all such taxes so paid.
- 24.1.7 Contractor shall comply with any duty to report on employees and companies resident abroad and foreign companies connected with the service.
- 24.1.8 All excise, sales or use taxes, or taxes of a similar nature which might be imposed on the furnishing by contractor of the work and scheduled items hereunder, as well as all customs duties or fees and import or export charges paid by contractor, shall be fully included within prices payable by GEUS hereunder.
- 24.1.9 The services to be supplied by contractor in connection with the contract are zero rated for vat purposes. Accordingly contractor shall not charge GEUS with vat on such services unless vat is payable by contractor and not recoverable.
- 24.1.10 The contract price and the rates specified in appendix A are exclusive of vat unless otherwise specified therein.

## Art. 25 Bankruptcy

If a petition in bankruptcy is filed by or against contractor or a receiver is appointed for any part of contractor's assets provided by contractor pursuant to the contract or for a substantial part of any of



contractor's other assets or an assignment is made of any part of contractor's assets for the benefit of its creditors, or process of court or authority is levied or enforced upon or issued out against any substantial part of contractor's assets and such process is not discharged within a reasonable time, or an action is taken under the laws of the country where contractor is domiciled or any other event occurs which would materially impair contractor's ability to fulfil its obligations hereunder, contractor shall promptly notify GEUS of such petition, receiver's appointment, assignment, process, action or defined event, and GEUS may at its option within not less than fifteen (15) days after such notification terminate the contract, as stated in article 2 “contract duration and termination”.

In any case GEUS may terminate the contract if contractor fails to notify GEUS as aforesaid.

If all or any part of the service is terminated, for reasons set forth in this article, GEUS shall pay contractor its total cost to date of termination in performing the service in conformity herewith but not to exceed the value, based upon the contract taxes or portion thereof, for work done; said payment to represent full and final payment for all works completed and for complete termination of the contract.

## Art. 26 Assignment

### 31.1 Assignment by GEUS

GEUS may assign the contract to third parties, subject to contractor 's consent, which consent shall not be unreasonably withheld.

26.2 The assignee(s) shall take the place of GEUS and succeed to its rights and duties as from the date of assignment.

Contractor agrees to obtain all necessary insurance policy endorsements relating to the contract so that the assignee has the same rights under such policies as GEUS.

### 26.3 Assignment by contractor

Contractor agrees not to assign the contract or sub-contract any work to be furnished hereunder without the prior written consent of GEUS, and the assignment of the contract or the sub-contracting of any work to be performed hereunder, if so permitted by GEUS, shall not relieve contractor of its duties or obligations hereunder; contractor shall be jointly liable with its sub-contractors or assignees for all duties and/or obligations arising from the contract until duly and completely performed.

If contractor assigns the contract or sub-contracts any work to be furnished hereunder without such consent, the contract may be immediately terminated at GEUS's option, as stated in article 2 “contract duration and termination”.

Art. 27 Approved sub-contractors

Contractor shall identify each sub-contractor it proposes to utilise. GEUS reserves the right to approve any such sub-contractor or qualify such approval prior to commencement of the work(s) to be performed under each work order.

All sub-contractors are required to have the minimum insurance prescribed herein.

Art. 28 Permits and authorisation

Subject to the provisions in 12.3.b), contractor shall obtain all permits and licences to be requested from the authorities for the execution of the service and for the importation and use of necessary marine/land means, equipment and/or materials and their subsequent re-exportation.

Contractor shall be responsible for obtaining these permits. In any case, GEUS will give assistance for securing and carrying out the mandates of the relative documents or on request from contractor undertake to obtain necessary permits and licences from the Faroese Government, In such case contractor shall supply GEUS with all documents and information necessary.

Contractor shall apply for the necessary licences immediately after the award of the contract.

Art. 29 Compliance with laws

Contractor agrees to comply with all laws, rules, regulations, ordinances, judgements, orders and other official acts of any governmental authority recognised by GEUS which are now or may, in the future, become applicable to contractor, contractor 's business, equipment and/or materials and personnel engaged in the performance of the contract, or arising out of or incidental to such performance.

Art. 30 Intellectual property rights

In addition to any other indemnifying provisions contained herein, contractor represents and warrants that the use or construction of any and all procedures, equipment and/or materials or process furnished by contractor and used in the service do not infringe on any license, patent or other trade secret which has been issued or applied for, and contractor agrees to protect, defend, indemnify and hold GEUS harmless from and against any and all claims, losses, costs, demands, damages, suits, judgements, penalties, liabilities, debits, expenses and causes of action and every

other claim or litigation (including all costs thereof and attorney's fees) of every kind and character, whether known or unknown, whether predating the contract or not, made by or arising in favour of any patentee, licensee or claimant of any right or priority to such procedures, equipment and/or materials or process or the use or construction thereof, which may result or arise from furnishing or use of any such procedures, equipment and/or materials or process by contractor in connection with the service.

Art. 31 Force majeure

- 1.0 A party shall not be considered to be in default in the performance of its obligations to the extent that it proves that such performance has been prevented by force majeure, which means circumstances beyond the reasonable control of such party and which could not have been foreseen and/or reasonably overcome by the party such as but not limited to acts of God, action of the elements, war and strikes.
- 2.0 Neither lack of funds nor any legal strike, which is exclusively directed against contractor, shall be considered circumstances of force majeure.
- 3.0 A party claiming force majeure shall promptly give written notice to that effect to the other party stating the particulars of such force majeure. The performance of any obligation to the extent prevented by force majeure inclusive of the corresponding performance or payment from the other party shall be suspended while force majeure is operative, but shall be resumed as soon as possible after the termination thereof.
- 4.0 Should any act of force majeure cause a suspension for a period of more than ten (10) consecutive days, any of the two parties shall be entitled to terminate the contract.

Art. 32 Governing law and venue

The contract shall be governed by and interpreted in accordance with the laws of Denmark. All disputes arising out of or in connection with the agreement shall be amicably settled if possible. The ordinary courts of the Kingdom of Denmark shall finally settle all legal disputes, which cannot be amicably settled between the Parties. The parties agree on the Maritime and Commercial Court of Copenhagen considering the fact that the court is composed of professional judges and lay assessors, maritime and commercial experts.

Art. 33 Confidentiality and ethical business standards

11.9 Confidentiality

Contractor undertakes and agrees:

- To treat all material information related to the contract as strictly confidential and to take all reasonable and practicable steps to ensure and protect the confidentiality thereof;
- Not to exploit any material information supplied by GEUS;
- Not to use any material information or make copies or extracts or summaries thereof for any purpose, except the preparation and submission of tenders and supporting documents in connection with any GEUS-proposed contract, and any necessary correspondence, discussions or negotiations with GEUS during the term of the contract.

11.10 In the event of any damage to GEUS as a result of unauthorised disclosure of any data and/or information by contractor, contractor shall be liable to pay to GEUS an amount equal to the extent of the damage sustained by GEUS.

The amount, as conventionally established, is specified in the contract.

11.11 Ethical business standards

Contractor undertakes and agrees:

- Not to pay any commissions, fees or grant any rebates to any employees or officers of GEUS;
- Not to enter into any business arrangements with employees or officers of GEUS likely to result in conflicts of interest between their private financial activities and their part in the conduct of GEUS business;
- Not to engage in any outside interest or activity likely to detrimentally affect, or conflict with, GEUS's best interests;
- Not to favour any employees or officers of GEUS with gifts, transportation, entertainment or any other non-monetary favours or gratuities that are of more than nominal value or that might be construed to exceed customary courtesies extended in accordance with accepted ethical business standards.

33.4 The above provisions shall survive the expiration or termination of the contract.

Art. 34 Miscellaneous provision

The contract is non-exclusive and GEUS reserves the right to engage any other contractors to perform services similar to, or identical with the service.

Contractor shall afford such other contractors adequate opportunity to carry out their work and shall, if required, accomplish services in co-operation with these contractors and with GEUS.

Art. 35 Notices

All notices to be given with respect to the contract shall be considered as given to GEUS and to contractor, respectively, if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by facsimile, telex or other form of telecommunication. Such notices shall be effective when delivered if delivered personally or when placed in the mail if mailed in the manner provided above.

The addresses of notice for GEUS and contractor shall be indicated in the special conditions. Either party advising the other in writing of its new address may change the addresses given.

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## **Commercial section**

### **Special conditions for acquisition and processing of multibeam data**

## **Special conditions for acquisition and processing of multibeam data**

### Art.1 Scope of contract

The service to be performed by contractor under the contract comprises the acquisition and processing of multibeam data and supply of the vessel, the necessary quality assurance system, labour, equipment and materials and as detailed in appendix B.

### Art.2 Service commencement and contract duration

1.1 Contractor agrees to commence the service (i.e. data acquisition) on ....2005.

1.2 The duration of the contract shall be equal to the time necessary to perform the acquisition and processing of multibeam data in the area to the north of the Faroe Islands. However, contractor shall complete the survey not later than September 1<sup>st</sup>, 2005.

### Art. 3 Reports to be provided by contractor

Contractor shall deliver the reports described in appendix B to GEUS.

### Art. 4 Compensation and methods of application

With reference to clause 18.1 of the general conditions and only if and where a day rate or prorata is applied the parties agree as follows:

#### 4.1 Stand by

GEUS will pay contractor at the applied day rate set out in appendix A, as appropriate, per day, when contractor's vessel, personnel, equipment and/or materials – though operational and ready to operate – are on stand-by for any of the following reasons:

- b) The service is suspended owing to such factors (without limitation) as:  
unavailability of permits to be proved by GEUS or adverse weather conditions;
- c) GEUS is not in a position to provide the program to be surveyed in due time;
- d) At GEUS's express request;
- e) Waiting for fishing or other vessels to leave the area;



- f) Clearing the survey area of fish traps or other type of obstacles;
- g) Travel time between survey areas;
- h) Scouting in dangerous waters.
- i) GEUS will pay contractor at the rate set forth in appendix A, as appropriate, per day or prorate thereof, in respect of operations, experimental work or other operations at sea as required by GEUS and when the geophysical and/or positioning equipment is/are required to be fully operational.

Art. 5      Area of operations

With reference to article 5 “area of operations” of the general conditions, the area of operations is off Northern Faroe Islands

The exact co-ordinates of the multibeam survey lines will be communicated by GEUS to contractor.

Art. 6      Invoicing

With reference to article 20 “invoicing” of the general conditions, contractor shall bill GEUS as follows:

- a) 100 % of the Mobilisation fee in appendix A upon completion of vessel mobilisation to site in the area of operations to the north of the Faroe Islands.
- b) Data acquisition, plus additional work and stand-by for each of the two areas of operations.
- c) 100 % of the Demobilisation fee in appendix A upon completion the survey until release of the survey vessel.
- d) Data processing and deliverance of data and documentation

All invoices shall be mailed to the following address:

Geological Survey of Denmark and Greenland  
Øster Voldgade 10  
DK-1350 Copenhagen K  
Denmark  
Ref. GEUS j.nr. 0739-033

Art. 7      Payment

With reference to article 21 “payment” of the general conditions, the parties agree as follows;

- 1.0            Contractor’s invoices shall be settled within thirty (30) days from their receipt.  
Demobilisation fee may be withheld until delivery of the last report that Contractor is obliged to deliver.
- 2.0            All payments due under the contract shall be made in Danish kroner (DKK).

Art. 8      Governing law and venue

With reference to article 32 “governing law and venue” of the general conditions, the parties agree that the contract shall be governed by the laws of Denmark and that venue and language of legal disputes shall be the Maritime and Commercial Court of Copenhagen, and English.

Art. 9      Notices

With reference to article 35 “notices” of the general conditions, all notices shall be addressed as follows:

Contractor:

GEUS - Geological Survey of Denmark and Greenland  
Øster Voldgade 10  
DK-1350 Copenhagen K  
Denmark  
Attn.: Jens Jørgen Møller  
Telephone: +45 38 14 20 00 or +45 38 14 25 22  
Telefax:    +45 38 14 20 50  
Email: jjm@geus.dk

## Commercial section

### Appendix A: Compensation

#### Multibeam data acquisition and processing pricing schedule:

Mob-/Demobilisation to the area of operations North of the Faroe Islands. Lump Sum DKK

#### *Fixed prices:*

|  |              |
|--|--------------|
| Acquisition and processing of 25.400 km <sup>2</sup> data offshore the Faroe Islands | DKK/Km       |
| Optional additional acquisition and processing of 9.800 Km <sup>2</sup> data         | DKK/Km       |
| Optional Transfer to area for additional multibeam data                              | Lump Sum DKK |

#### *Day rate:*

|  |         |
|--|---------|
| Acquisition and processing of 25.400 km <sup>2</sup> data offshore the Faroe Islands | DKK/day |
| Standby  | DKK/day |
| Optional additional acquisition and processing 9.800 Km <sup>2</sup>                 | DKK/day |

#### Gravity data acquisition pricing schedule:

|   |              |
|---|--------------|
| Mob-/Demobilisation to the area of operations North of the Faroe Islands. | Lump Sum DKK |
| Acquisition rate  | DKK/day      |
| Processing  | DKK/km       |

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## Technical section

### Appendix B: Technical Specifications

#### 1. Scope of work

##### *1.0 Nature and extent of services*

As part of activities in relation to the United Nations Convention on the Law of the Sea (UNCLOS) Article 76 GEUS intends to acquire and process a minimum of 25.400 km<sup>2</sup> of multibeam data off Northern Faroe Islands. The main objective of the planned survey is to map the water depths in the area.

##### *2.0 Timing of services*

Acquisition must be carried out during the period from June to august 2005.

##### *1.0 Minimum requirements*

- 1.0.0 Personnel
- 2.0.0 Survey vessel and equipment
- 3.0.0 QC
- 4.0.0 HSE

##### *2.0 Supervision of work*

GEUS shall assign a project manager for the multibeam programme.  
GEUS must have the opportunity to have an onboard quality assurance representative to monitor and approve programme performance, if needed. The QA representative shall have full access to all relevant material, including initial tests to be approved before start of data acquisition.

##### *3.0 Changes*

Contractor and GEUS shall inform each other of all organisational and other changes relevant to the agreement and together evaluate circumstances likely to affect the overall performance of the project in order to minimise their negative impact.

## **2. Acquisition and processing**

### *1.0 General acquisition parameters (to be included)*

### *2.0 Quality parameters (to be included)*

### *1.0 Contractor deliverables (to be supplemented)*

#### 1.0.0 Information to be delivered

Contractor shall deliver the following data within xx days after completion of the survey:

- General parameters
- Digital data on ESB2 Disc services, A master and a backup copy
- Raw data
- Processed full density data.
- Original processed data set
- Reduced data set
- Backscatter data
- Gravimeter
- Meta data
- Plot files
- Interim report
- Descriptive report.

#### 2.0.0 Daily report

Contractor shall deliver a daily report by 0800h (GMT) of the following day by email or fax. The report shall include information outlining the progress of the survey for that day, the cumulative progress to date as well as plans for the following day.

#### 3.0.0 Weekly report

Contractor shall deliver a weekly report each Monday by 1200h (GMT) summarising the events of the preceding week, including but not be limited to the following:

- planned and actual scheduling
- performance, status, plans and comments
- summary of chargeable items (estimated cost, week and total to date)

#### 4.0.0 Final report

Contractor shall deliver a draft of the final report within two weeks of the completion of the acquisition. GEUS shall approve the draft without delay so that five copies of the approved final report may be delivered to GEUS within four weeks of the completion of the acquisition.

The final report shall summarise the work, focusing on data quality and problems encountered. The report will serve as a reference for future work and must include recommendations to improve data quality. Technical details should be incorporated in the Appendices.

The final report shall include the following information:

1. General information  
Survey location and programme maps, general descriptions, vessel and equipment used, problems encountered, enclosures including nominal geometry etc.
2. Crew composition  
Organisational chart, key personnel, staff
3. Operational parameters, specifications and procedures  
Technical parameters, data quality, format and flows, timing diagrams, operational modes and characteristics to include:
  - 1.0 Recording instrument
  - 2.0 Receiver
  - 3.0 Source
  - 4.0 Navigation
  - 5.0 Gravity
  - 6.0 Planning and QC
  - 7.0 HSE
  - 8.0 Permitting
4. Acquisition statistics  
Production analysis by day and by line, time analysis (operational, standby, down)
5. Conclusion and recommendations
6. Appendices including
  - Appendix A – Daily and weekly reports
  - Appendix B – Line summary and line logs details
  - Appendix C – Operations diary
  - Appendix D – Delivered items list
  - Appendix E – Formats
  - Etc.

## *1.0 Crew composition*

The crew composition shall be specified by contractor and shall be sufficient to support the entire operation. GEUS shall be notified about any change in key personnel.

## *2.0 Parameters, specification and working practices*

25.0.0 Recording instrument

26.0.0 Multibeam instrument

27.0.0 Navigation

28.0.0 Onboard processing system

All field data have to be checked using the onboard processing system.

29.0.0 Gravity data



## **Technical section**

### **Appendix C**

#### Quality and Management Systems

Specification for acquisition and processing of multibeam data

## Quality System Requirement

CONTRACTOR must have a management system that complies with the Quality Assurance requirements as describe in the DS. – ISO 9000 series, or equivalent (Form I), for the products and services covered by the CONTRACT.

### Health, Safety and Environment Requirements

CONTRACTOR must produce a written declaration signed by the Managing Director to the effect that the CONTRACTOR has a formal system for managing health, safety and environment matters, including working environments.

Quality Assurance/Internal Control Declaration

|   | Y                        | N                        | N/A                      |
|---|--------------------------|--------------------------|--------------------------|
| 1. The contractor has a documented and implemented Quality System                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The System encompass Quality Assurance/Internal Control                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The Quality System is certified  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Internal audits carried out  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Last audit dated .....  |                          |                          |                          |
| 1 Audits by external bodies/companies   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Last audit dated .....  |                          |                          |                          |
| Carried out by.....   |                          |                          |                          |
| 2 Are there any corrective actions outstanding?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 Is the responsibility for the Quality System vested with an independent function              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 Contractor keeps an Environmental Accounting (Miljøregnskab)                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 Contractor has elected Safety Delegate(s)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 Contractor has performed Risk Analysis of its activities                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7 Contractor has carried out Environmental Impact studies/analysis pertaining to its activities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Quality System Responsible

Managing Director

Date:

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## **Technical section**

### **Appendix D**

Safety training and working environment

## Personnel

- Contractor 's personnel shall hold a valid certificate for Safety and Emergency Preparedness Training in accordance with industry standard.

## Working Environment

- Contractor must document an implemented system to handle working environment matters.

## **Technical section**

### **Appendix E**

Quality control specifications (to be included)