



Benthic USA LLC
1805 Brittmoore Road
Houston
Texas
77043

Attn: FOIA Section 40 Personal Information

By email to: FOIA Section 40 Personal Information

CC: tenders@benthic.com

Date: 31 March 2023

Your ref: N/A

Our ref: UKRI-2369

Dear Sirs,

Award of contract for the provision of Hawaii Offshore Drilling Project (UKRI-2369)

Following your tender/ proposal for the supply of Hawaii Offshore Drilling Project to UKRI, we are pleased to award this contract to you.

This letter ("**Award Letter**") and its Schedule(s) set out the terms of the Contract between:

(1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**CLIENT**"); and

(2) **Benthic USA LLC**, a company incorporated and registered in United States of America with DUNS number 079580806 and US Tax number 45-2703756 whose registered office is at 1805, Brittmoore Road, Houston, Texas, 77043 (the "**CONTRACTOR**").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 to this Award Letter (the "**Conditions**"). Please do not attach any CONTRACTOR terms and conditions to this Award Letter as they will not be accepted by CLIENT and may delay conclusion of the Contract.

For the purposes of the Contract, CLIENT and the CONTRACTOR agree as follows:

Term

- 1 Commencement Date: 03 April 2023
- 2 Expiry Date: 31 October 2023
- 3 NOT USED

Description of Goods and/or Services

- 4 The Specification of the Goods and/or Services to be delivered is as set out in Schedule 2.

Charges & Payment

5 The Charges for the Goods and/or Services shall be as set out in Schedule 3.

6 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: UKRI, c/o UK Shared Business Services Ltd, Polaris House, North Star Avenue, Swindon SN2 1UH.

7 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either email to finance@uksbs.co.uk or by telephone 01793 867000 between 09:00-17:00 Monday to Friday

CONTRACTOR's Liability

8 The liability under this Contract shall be as set out in Clause 6 of Schedule 1.

Insurances

9 The CONTRACTOR is required to maintain the following insurance policies in addition to Clause 6 of Schedule 1:

- a) Professional indemnity insurance for not less than £10 million per claim;
- b) loss, damage or destruction of any of CLIENT's property under the custody and control of the CONTRACTOR, with a minimum sum insured of £10 million per claim;
- c) public liability insurance for not less than £10 million per claim;
- d) employer liability insurance for not less than £10 million per claim; and
- e) product liability insurance for not less than £10 million for claims arising from any single event.

Notices

10 The address for notices of the Parties are:

UKRI

Polaris House, North
Star Avenue, Swindon,
England, SN2 1FL

FOIA Section 40 Personal Information

Email:
commercial@ukri.org

CONTRACTOR

1805 Brittmoore Road,
Houston, Texas, 77043

Attention: FOIA Section 40 Personal Information

Email:
FOIA Section 40 Personal Information

CC: tenders@benthic.com

Liaison & Disputes

For general liaison your contact will continue to be [FOIA Section 40 Personal Information] or, in their absence, [FOIA Section 40 Personal Information]

11 Pursuant to Clause 11.2, Disputes shall be escalated to the following individuals:

(a) Stage 1 escalation:

UKRI: [FOIA Section 40 Personal Information], Commercial Business Partner

CONTRACTOR: [FOIA Section 40 Personal Information], Legal and Compliance Senior Director

(b) Stage 2 escalation:

UKRI: UKRI Head of Commercial

CONTRACTOR: [FOIA Section 40 Personal Information] Managing Director

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to [FOIA Section 40 Personal Information] at the above address. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:

FOIA Section 40 Personal Information
.....

Name:

FOIA Section 40 Personal Information
.....

Position:

Commercial Director UKRI
.....

Date:

6th June 2023
.....

We accept the terms set out in this Award Letter and the Schedule(s).

Signed for and on behalf of **Benthic USA LLC**

Signature:

FOIA Section 40 Personal Information
.....

Name:

FOIA Section 40 Personal Information
.....

Position:

Managing Director
.....

Date:

26th May 2023
.....

Schedule 1 – The Conditions

1. INTENDED USE/REPRESENTATIONS

1.1 Intended Use

UKRI wishes to establish a Contract for the provision of offshore drilling in Hawaii.

The British Geological Survey, acting on behalf of the European Consortium for Ocean Research Drilling, requires a marine drilling capability and suitable vessel to operate offshore Hawaii for a scientific drilling and coring campaign for a period of up to two months between August and October 2023.

1.2 Representations

The CONTRACTOR acknowledges that the service to be undertaken is offshore scientific geological investigation by drilling and coring operations and represents:

(i) that CONTRACTOR is and will remain the owner, manager or charterer of the Platform or Vessel described in 2.1, for the entire period of CLIENT charter.

(ii) that having the requisite technical and financial capacity, CONTRACTOR is ready and willing to provide the required services on a continuous basis in accordance with this Contract.

(iii) As a consequence of the CLIENT paying milestone payments without surety the CONTRACTOR must allow the CLIENT'S nominated representatives to carry out due diligence checks on the financial status of its operation.

Continuation of this Contract will be subject to the CONTRACTOR passing the due diligence checks. Failure to pass the due diligence checks will result in the Contract being terminated.

(iv) that CONTRACTOR will adequately instruct its crews at frequent intervals concerning all safety regulations, legislative requirements and approved work procedures on the handling and use of safety equipment to ensure that audited procedures are in place that demonstrate everything reasonably possible is done to avoid personal injury and property or environmental damage.

(v) that CONTRACTOR is willing and technically competent to interface equipment and personnel from third parties with the downhole operations. Such third parties may be a CONTRACTOR subcontract or a direct contract or service agreement with CLIENT and may include logging services.

2. PLATFORM VESSEL AND CREW

2.1 Equipping the Vessel

CONTRACTOR will provide, operate and maintain the Platform or Vessel. The Platform or Vessel will conform with the specifications and durations. The vessel shall remain equipped with sampling and laboratory equipment, together with any ancillary equipment and operating systems as agreed and specified. All such equipment shall be deemed part of the Platform or Vessel for the purposes of this Contract. Third party equipment provided to CONTRACTOR to meet the requirements in the Specification shall be taken on board and operated to agreed procedures and the contractual arrangements for such equipment, including CONTRACTOR'S liability for same shall be clearly stated. The CLIENT shall be permitted to install equipment onto said vessel or platform that will remain the sole property and liability of CLIENT. The Platform should at all times comply with Relevant National or State Government Department

requirements and statutory regulations bearing in mind the area the Platform or Vessel will be working in and for the operations on which it is engaged.

2.2 Crewing the Vessel

CONTRACTOR will crew the Vessel on a 24-hour day, 7 days per week basis with personnel (and relief crews as required) whose proficiency should be detailed. Subject to Condition 2.6(b), CLIENT to have no liability for crew overtime or any necessary vessel or crew clearances, visas or permits for the work area. A curriculum vitae (CV) may also be requested for any personnel participating through any subcontract arrangements. The CV's must refer to those actually participating in the offshore work. The Platform or Vessel complement should at all times be sufficient to comply with Relevant Government Department requirements and statutory regulations bearing in mind the area the Platform or Vessel will be working and for the operations on which it is engaged.

2.3 Deficiency in CONTRACTOR'S Crew

Should CONTRACTOR fail on delivery for any reason to provide the full complement of personnel the compensation provided for herein in respect of such period shall be reduced by an amount reasonably commensurate with the deficiency of personnel. Should CONTRACTOR's performance become unsatisfactory by reason of a continued shortage of competent crew, CLIENT shall give CONTRACTOR immediate written notice specifying the causes of its dissatisfaction so that CONTRACTOR shall have an obligation and a reasonable opportunity to correct the specified deficiency. If any CONTRACTOR's crew become unfit or in the opinion of CLIENT conduct themselves so that their presence may jeopardise the efficient conduct of the drilling operations or the safety of the ship in any way, CONTRACTOR, after written notice from CLIENT, shall at first opportunity replace such crew members at CONTRACTOR's cost.

2.4 Scientific Programme Representatives onboard

CONTRACTOR shall allow CLIENT at its own risk and expense to take on board their representatives, operators and/or consultants for CLIENT's purpose in connection with the specified project and for such purpose to make use of the Platform or Vessel's accommodation and facilities during operations under this contract. A minimum of 20 berths shall be made available for this purpose, with additional berths preferable, due to the variability of male and female mix. CONTRACTOR will provide provisions and all requisites as supplied to officers. CLIENT will pay the rate per person per day for food and accommodation as detailed in the Price Schedule (Schedule 3). CONTRACTOR shall ensure the Platform or Vessel is fully bunkered with maximum capacity for water and food.

2.5 Duties of CONTRACTOR'S Crew

Platform or Vessel Contractor will

(i) undertake all loading, stowing, trimming and discharging of scientific and drilling supplies in port or at sea. This to be done under the supervision of and in accordance with the directions of the Master or an Officer instructed by the Master. Similarly all fuel, freshwater and similar provisions to be done under supervision of the Chief Engineer or an Engineer instructed by the Chief Engineer and to take into account all emergency spillage regulations according to the custom and practice and rules of the port and vessel owners and operators.

(ii) undertake all navigational duties and safely position the Platform or Vessel at the required locations for drilling or conducting ancillary scientific operations. Station keeping of the drilling vessel to be maintained within a radius of the borehole position that meets the requirements of the drilling system in use.

(iii) operate all appropriate machinery on board the Platform or Vessel for loading and unloading scientific and drilling supplies and setting out and retrieving required anchors or jack-up systems.

(iv) operate appropriate drilling machinery and other equipment for taking cores and samples and undertaking other investigation work which will be monitored by CLIENT's Representative. CONTRACTOR will operate its equipment in order to undertake logging operations. This is without exception to Condition 3.4.

(v) work in conjunction with specialist subcontractors or scientists to enable them to perform scientific investigation to a determined and agreed schedule.

2.6 CONTRACTOR to Provide and Pay

a) CONTRACTOR to provide and pay for all provisions and wages, for insurance of the Platform or Vessel, for fuel, lubrication oil, port costs, Pilotage, customs duties, supply boat, warehouse and fresh water for all deck and engine room stores and maintain Platform or Vessel in a thoroughly efficient seaworthy condition of hull, machinery and equipment. This includes, but is not limited to, equipment provided for drilling and sampling operations.

b) CONTRACTOR will further provide the Platform or Vessel with suitably certified winches, cranes, derricks, sheaves, slings and any ancillary equipment necessary for competently handling all relevant lifts, including but not limited to, equipment for drilling and sampling operations. Handling capability must include proposed devices for handling any specialist equipment specified for downhole or seabed operations and be rated for the water and borehole depths specified.

All such equipment must meet the requirements of each and every Relevant Certifying Authority. If the vessel is to perform work which in the opinion of CONTRACTOR or CLIENT requires more personnel than Vessel's normal complement, such work to be assessed and extra personnel to be supplied by CLIENT at their cost and risk.

c) CONTRACTOR will furnish complete set of cordage, wires and chains and all/any other equipment necessary to take Platform or Vessel onto coring site and to hold position there by agreed means of reference or anchor pattern. CONTRACTOR shall at all times hold available on-board spare capacity for positioning should the in-use system fail. CONTRACTOR shall at all times also have in force an emergency call-up system for obtaining further replacement items of equipment.

d) NOT USED

e) CONTRACTOR warrants that all drilling and circulating equipment has been fully tested and is in good working order with adequate spares and that the Platform or Vessel shall be complete and ready for operations when delivered to CLIENT.

f) CONTRACTOR to ensure that loading and unloading of CLIENT equipment and containers is done so with the required care and diligence. CONTRACTOR to ensure that where additional items are to be placed on top of CLIENT containers then CONTRACTOR to provide the necessary container base plates to ensure that additional items are NOT placed directly on the roof of CLIENT containers and to ensure that items are fully secured at all times. Any eventual build out of access way to CLIENT's containers located on a second level are with CLIENT's agreement and are CONTRACTOR'S responsibility.

2.7 CONTRACTOR to Provide and CLIENT to Pay

CONTRACTOR will provide to CLIENT at the best available firm price and CLIENT will pay for drill muds, chemicals, additives and drilling consumables detailed in the pricing schedule and will be paid as used. CLIENT will pay levies and fees in connection with CLIENT equipment and specified operations if not already included in daily rates. Notwithstanding this condition, CONTRACTOR may pay for the disbursements for the vessel in the first place in which case CLIENT shall reimburse CONTRACTOR at cost as included in the Price Schedule (Schedule 3), against properly presented accounts.

Any costs/rates not submitted during the tender stage cannot be included unless mutually agreed between CLIENT and CONTRACTOR.

2.8 Representatives

CLIENT shall designate a representative or representatives who shall at all times have access to the Platform or Vessel for the purpose of observing tests, inspecting the work performed by CONTRACTOR, verifying the records of items furnished by CONTRACTOR, and monitoring operations. Specialist sub-contractors on board will be the responsibility of the party contracting said sub-contractor.

3. SERVICES

3.1 Basic Services

a) CONTRACTOR shall use the Platform or Vessel for offshore seabed coring and sampling operations and matters incidental thereto. No injurious inflammable or dangerous goods to be shipped by CLIENT other than material required for use in seabed drilling and subsequent offshore sampling and scientific analysis. Carriage and storage of all scientific materials shall be conducted in accordance with applicable regulations. Any additional expenses in this respect to comply with the regulations of the respective supervising authorities to be borne by CLIENT.

b) CONTRACTOR shall have on board specialized equipment, handling systems and electrical power (3 phase 380-440VAC, 50Hz), fresh water and wastewater handling sufficient for CLIENT requirements. Such systems shall be deemed part of the Vessel for the purposes of this Contract.

c) CONTRACTOR shall arrange rental or purchase of equipment as required for the operations, in agreement with CLIENT's on-board representative, or a nominated deputy. Such equipment to be deemed part of the vessel for the purposes of this Contract.

d) CONTRACTOR shall operate with CLIENT's specialists and sub-contractors as required (for example during a borehole logging programme or special coring interval). CONTRACTOR's obligations and status during such operations to be defined by discussion.

e) CONTRACTOR shall, in accordance with Condition 2.7 above, arrange for the supply of drill muds, chemicals and additives, as required and their subsequent storage and handling at port and to and from Platform or Vessel.

f) Platform or Vessel shall have appropriate radio and or telephone equipment to contact shore based stations as appropriate. This is irrespective of, and in addition to, any specified equipment for CLIENT communication.

(The CLIENT reserves the right to install fully independent communication systems that will be for the sole use of the CLIENT.)

g) The costs incurred by CONTRACTOR in performing relevant services above shall be included in the CONTRACTOR's rates detailed in Price Schedule (Schedule 3).

h) NOT USED

i) NOT USED

j) No company logos, designations to be placed on any equipment or infrastructure or flags to be flown without CLIENT's consent

3.2 Maintenance and repair

a) CONTRACTOR shall make all repairs necessary to maintain the Platform or Vessel in seaworthy condition and to ensure a thoroughly efficient and operational status as regards hull, machinery, drilling and sampling equipment.

b) CONTRACTOR to provide suitably skilled personnel to maintain the drill rig in order to ensure that breakdowns and stoppages are kept to a minimum.

c) Should CONTRACTOR fail to comply diligently with this obligation, CLIENT can give CONTRACTOR written notice specifying the causes of its dissatisfaction. Unless CONTRACTOR within 24 hours commences and diligently continues any reasonable action to remedy the specified deficiencies, CLIENT at its election, can terminate this Contract on written notice and with no further cost to CLIENT. This action to include keeping the Platform or Vessel's Master, CLIENT's onboard representative and shore personnel fully apprised of any action being taken.

3.3 Passengers

Only passengers authorised by CLIENT shall be allowed transportation privileges on the Platform or Vessel and such passengers aboard the Platform or Vessel shall comply strictly with applicable Customs and Immigration rules and regulations and with instructions issued by the Master.

3.4 Independent Contractor

The navigation, management and control of the Platform or Vessel shall be under the sole command of CONTRACTOR and its servants, including the Master and crew of the Platform or Vessel. Subject always to the sole right of CONTRACTOR or the Master concerned to determine whether the movement may be safely undertaken, the Platform or Vessel will be operated and services rendered at all times as directed by CLIENT. CONTRACTOR is to perform at all times as an independent Contractor, and it is agreed that neither it or its employees, or subcontractors, including the Master and crew of the Platform or Vessel, are servants, agents or employees of CLIENT. The actual operation, navigation and management of the Platform or Vessel shall at all times and without exception be done by CONTRACTOR.

CLIENT's representatives and consultants will be on board only for the purpose of determining the drilling sites, monitoring the drilling, sampling, testing and logging operations and performing scientific analyses on the recovered samples.

The Master of the Platform or Vessel shall be responsible at all times for the safety of his Platform or Vessel and crew. If at any time while operating CONTRACTOR believes that a continuance of the operation will result in abnormally hazardous conditions, he shall immediately notify CLIENT's representative on board and in the meantime he will exert every reasonable effort to overcome this difficulty. In any such case CONTRACTOR is entitled to stop operations under safest possible conditions and consult with CLIENT.

3.5 Reporting of Vessel's position

Whilst at sea, the Master shall afford CLIENT's representative the necessary facilities to make periodical reports to CLIENT's on shore representative (specified in Contract Management Plan) and to report the Platform or Vessel's position (stating latitude and longitude) at agreed periods.

In the event of this instruction being impracticable for any foreseen reasons (e.g. interference with an aspect of the survey programme) then notice must be given to the on shore representative as to the estimated duration of radio silence. If such an event is not foreseen (e.g. through faulty equipment) a suitable entry should be made in the Ship's log and CLIENT's representative informed for a decision. CLIENT shall bear all charges incurred in making the necessary and authorised reports.

3.6 Safety Precautions

a) All work to be carried out within a recognised safety environment which includes methodology, risk assessments, safe systems of work and adherence to relevant regulatory approvals.

b) CONTRACTOR will provide a plan for all immediate accident and emergency provision, including a fast rescue craft.

c) Periodic inspection of the rescue craft and the equipment (including communications equipment) to ensure that it is maintained for instant operational deployment must be undertaken and verified in accordance with applicable international and national maritime law.

d) Additional lifebuoys and throwing lines may be provided by CLIENT, these are to be stowed in a position agreed with CLIENT's representative near the working position and to Relevant Regulatory Authority requirements.

e) Safety Drills (fire drill and boat practice) shall be the responsibility of the Master and carried out in accordance with the requirements of applicable international and national maritime law, but in any case not less than once every 14 days and prior to leaving port. Prompt training must also be provided for all newly arrived personnel joining offshore.

f) The Platform or Vessel must comply in every respect with all applicable and relevant Flag State and reputable Class society rules and regulations. All documents related thereto are to be carried on board and be available for inspection by CLIENT. CONTRACTOR shall conduct operations within the framework of CLIENT's project Safety, Health, Operation and Environment Plan and within the framework of CONTRACTOR's corporate HSE manual/plan. This manual/plan shall be reviewed and deemed suitable by CLIENT. CLIENT's operational plan and H&S procedures will be integrated into the operation.

3.7 Operations

a) CONTRACTOR shall be responsible for obtaining authorisation (including, if appropriate, TWIC regulations) for the vessel and its crew members to enter and conduct the drilling operation for scientific research operations in the specified area of operations. CLIENT will assist CONTRACTOR with the submission of such documentation if required.

b) CLIENT is responsible for obtaining all necessary scientific permits and clearances. A Contract cannot be placed until such requirements have been obtained. In practice the two clearance requirements have to work hand in hand because the type of vessel etc. is also required to be evaluated for the scientific appraisal.

c) For each site, CLIENT shall provide to CONTRACTOR prior to the commencement of work on the site, details of the location of any charted telephone cables, power lines, pipe lines, well heads or other noted obstructions from information provided when scientific clearances were obtained.

d) CONTRACTOR shall take any information provided from c) above into account before commencing site work and shall:

(i) have due regard to the presence of seabed obstructions as detailed on appropriate scale nautical chart, other databases or information available to the marine survey industry, or provided via clearances information.

(ii) shall conduct the operations required of the Vessel so as to avoid damage to such seabed obstructions. CONTRACTOR shall be held responsible for all damage and/or loss of CLIENT or CONTRACTOR owned equipment supplied under this Contract which is shown to be due to negligence on the part of CONTRACTOR or its servants.

(iii) The Master (or CONTRACTOR) shall be responsible for complying with Traffic Separation Regulations and any other statutory obligations incumbent upon Master (or CONTRACTOR).

e) Before commencing operations in any area Master shall obtain confirmation from CLIENT's representative on board that all necessary scientific clearances have been obtained, and that any specific instructions relating to any permitting which may be issued to either party, are being complied with.

f) On completion of the offshore works the CONTRACTOR shall clear away and remove from the site all CONTRACTOR's equipment, surplus material, rubbish and temporary works of every kind except natural materials, such as drilling mud and drill cuttings, and leave the offshore site in a clean condition provided that the CONTRACTOR shall not be responsible for the cost or the removal of any items left below the seabed that are of such small dimension that they do not cause hazard to navigation or fishing unless a relevant authority requires otherwise during execution of the fieldworks

4. PERIOD/DELIVERY/REDELIVERY/ACCESS TO THE VESSEL

A fully operational platform must commence on-site drilling operations on or about the Date agreed in the timing plan

4.1 Contract Period

The contract period shall be as detailed in the Award Letter. The drilling phase to end upon completion of the 11 primary boreholes as detailed in the Specification, or on instruction from Client, but in any case no later than 31st October 2023.

4.2 Delivery/Re-delivery

a) Delivery of Platform or Vessel for operations envisaged shall be as per tender submission or to a mutually agreed mobilisation port close to the working area.

b) CONTRACTOR shall provide a schedule of pre commencement checks at the Platform or Vessel mobilisation port.

c) i) Should the Platform or Vessel not have been demonstrated to be ready to start operations from the mutually agreed port or an agreed alternative port on the agreed commencement date CLIENT to have the option of terminating the Contract.

ii) If the Platform or Vessel is not ready by the agreed commencement date CLIENT, if required, will declare within 48 hours after receiving notice thereof whether they will terminate the Contract or not.

d) The Platform or Vessel shall be re-delivered on completion of operations to a mutually agreed Port. Demobilisation shall be at the port of mobilisation unless otherwise agreed.

4.3 Loading and Unloading of Vessel

CLIENT shall have free access to the Platform or Vessel for the purpose of loading and unloading of CLIENT's equipment during the agreed mobilisation and demobilisation period or at any time during the Contract period as stated in the Award Letter.

4.4 Mobilisation Date Notification Process

The following notification process will be followed to ensure the availability of both parties' personnel and equipment at the date of mobilisation.

(i) CONTRACTOR shall notify CLIENT of a ten (10) day window for commencement of the relevant work ninety (90) days in advance of the start of the ten (10) day window.

(ii) CONTRACTOR shall notify CLIENT of a five (5) day window for commencement of the relevant work forty-five (45) days in advance of the start of the five (5) day window.

(iii) The commencement date (+/- 1 day) for the work shall be notified to CLIENT fourteen (14) days in advance of the expected date. From this day, CONTRACTOR will advise CLIENT on a daily basis of the actual commencement date.

5. CONTRACT PRICES

5.1 Day Rates

Subject to the provisions of this Contract, CLIENT shall pay CONTRACTOR the firm price (or pro rata thereof for lesser periods) set out in the Price Schedule (Schedule 3) commencing from the agreed starting time and date(s) or such agreed later time and date that the Drilling Platform or Vessel commences operations hereunder, providing however, that if the Platform or Vessel is lost (or becomes totally and permanently unfit for performance) all payment shall cease from the time when the Platform or Vessel was lost or becomes totally and permanently unfit for performance. The same conditions shall apply to a Standby Vessel if provided.

5.2 Invoicing and Payments

a) The charges are set out in **Error! Reference source not found.**, and shall be the full and exclusive remuneration of the CONTRACTOR in respect of the Contract. Unless otherwise agreed in writing by CLIENT, the charges shall include every cost and expense of the CONTRACTOR directly or indirectly incurred in connection with the performance of the Contract.

b) All amounts stated are exclusive of VAT which shall be charged at the prevailing rate where applicable. CLIENT shall, where applicable and following the receipt of a valid VAT invoice, pay to the CONTRACTOR a sum equal to the VAT chargeable in respect of the Contract.

c) Payment shall be made in accordance with the milestone/payment schedule to the Contract. CONTRACTOR shall submit invoices based on completed milestones for mobilisation, consumables and demobilisation and on a weekly basis for operations in arrears covering all applicable Contract charges. CLIENT will have the right to challenge the correctness of invoices and withhold payment thereof, until satisfactory resolution is reached on the disputed value or charges. CLIENT may withhold payment of portion of invoice for day rate in reasonable dispute pending settlement thereof.

d) Each invoice shall include such supporting information required by CLIENT to verify the accuracy of the invoice, including the relevant PO Number and a breakdown of the services supplied in the invoice period as well as appropriate details in order to allow for payment via BACS transfer (sort code and bank account details).

e) In consideration of the Contract, CLIENT shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice after verifying that the invoice is valid and undisputed. Payment shall be made to the bank account nominated in writing by the CONTRACTOR unless CLIENT agrees in writing to another payment method.

f) If CLIENT fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of condition 5(e) after a reasonable time has passed (which shall be no less than 14 calendar days).

g) If there is a dispute between the Parties as to the amount invoiced, CLIENT may reject the disputed amounts of the invoice. The CONTRACTOR shall not suspend the performance of the Contract. Any disputed invoices shall be resolved through the dispute resolution procedure detailed in condition 11.2.

h) If a payment of an undisputed invoice is not made by CLIENT by the due date, then CLIENT shall pay the CONTRACTOR interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

i) Where the CONTRACTOR enters into a sub-contract, the CONTRACTOR shall include in that sub-contract:

(i) provisions having the same effects as conditions 5(c) to 5(h); and

(ii) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5(c) to 5(i) of this Contract.

(iii) In this condition, "sub-contract" means a contract between two or more contractors, at any stage of remoteness from CLIENT in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

j) The CONTRACTOR shall not be entitled to assert any credit, set-off or counterclaim against CLIENT in order to justify withholding payment of any such amount in whole or in part. If any sum of money is recoverable from or payable by the CONTRACTOR under the Contract (including any sum which the CONTRACTOR is liable to pay to CLIENT in respect of any breach of the Contract), that sum may be deducted unilaterally by CLIENT from any sum then due, or which may come due, to the CONTRACTOR under the Contract or under any other agreement or contract with CLIENT

k) In the event of CONTRACTOR obtaining follow on work affecting the port or date of demobilisation, discussions will take place between CLIENT and CONTRACTOR on any changes and potential savings are agreed by both parties. CONTRACTOR will ensure that all CLIENT equipment is returned to locations specified by the CLIENT

5.3 Verifications

CLIENT shall have the right at all reasonable times to inspect CONTRACTOR's books or records in connection with any of CONTRACTOR's direct charges and costs that are reimbursable by CLIENT under this Contract.

5.4 Platform or Vessel Inoperative - Offhire

In the event of drydocking or other measures necessary to maintain the efficiency of the Platform or Vessel, deficiency of personnel, or CONTRACTOR's stores, breakdown of the drilling system, Platform or Vessel, or machinery, or damage to equipment, hull or other accident, either hindering or preventing the working of the Platform or Vessel and its equipment or due to the inability of the supply vessel (if offered) to provide necessary equipment, consumables, provisions or personnel, no rate to be paid in respect of any time lost thereby during the period in which the Platform or Vessel is unable to perform services immediately required. CLIENT representative must be informed of proposed remedial action.

If a standby vessel is offered, CLIENT will not pay day rate or part thereof in the event that the standby vessel is inoperative due to breakdown, lack of crew etc, even if the drilling operations are unaffected.

Every attempt should be made to carry out maintenance when it is least hindrance to the work required under the Contract. Routine maintenance requiring dock side facilities shall be done during visits to port for other purposes, e.g. re-stocking supplies or weather.

5.5 Prolonged Breakdown

Should the Platform or Vessel, or standby vessel if provided, continue to be off- hire for a period of 7 days under Condition 5.4 CLIENT shall in addition to their existing rights under this Contract, have the right to terminate the Contract by giving 24 hours notice in writing to CONTRACTOR.

5.6 Voyage Restrictions

The Platform or Vessel not to be ordered to nor bound to enter any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Platform or Vessel. Unforeseen detention through the above cause to be for CLIENT' s account.

5.7 War/Security Restrictions

a) Unless the consent of CONTRACTOR be first obtained, the Platform or Vessel shall not be ordered nor continue to any port or place or on any voyage nor be used on any service which will bring the Platform or Vessel within a zone which is dangerous as a result of any actual or threatened act of war, war, hostilities, warlike operations, acts of piracy or of hostility or malicious damage against this or any other vessel or its cargo by any person, body or state whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any government or rulers.

b) Should the Platform or Vessel approach or be brought or ordered within such zone, or be exposed in any way to the said risks, (i) CONTRACTOR shall be entitled from time to time to insure their interest in the Platform or Vessel for such terms as they deem fit up to its open market value and also in the Hire against any of the risks likely to be involved thereby, and CLIENT shall make a refund on demand of any additional premium thereby incurred, and (ii) notwithstanding the terms of Clause 5.4 Hire shall be payable for all time lost including any loss owing to loss of or injury to the Master, Officers, Crew or passengers or to refusal by any of them to proceed to such zone or to be exposed to such risks.

c) In the event of additional insurance premiums being incurred or the wages of the Master and/or Officers and/or Crew and/or the cost of provisions and/or stores for deck and/or engine room being increased by reason of or during the existence of any of the matters mentioned in sub-clause (a) the amount of any additional premium and/or increase shall be added to the Hire, and paid by CLIENT on production of CONTRACTOR's account therefore, such account being rendered monthly.

d) The Platform or Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or in any other way whatsoever given by the government of the nation under whose flag the Platform or Vessel sails or any other government or any person (or body) acting or purporting to act with the authority of such government or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such orders or directions.

e) In the event of a security issue or of the outbreak of war (whether there be a declaration of war or not) or in the event of the nation under whose flag the Platform or Vessel sails becoming involved in war (whether there be a declaration of war or not) either CONTRACTOR or CLIENT may terminate this Contract, whereupon CLIENT shall redeliver the Platform or Vessel to CONTRACTOR having discharged CLIENT's equipment and personnel at the agreed demobilisation port or at a near open and safe port or place as directed by CONTRACTOR. In all cases Hire shall continue to be paid and, except as aforesaid, all other provisions of this Contract shall apply until redelivery.

f) If in compliance with the provisions of this Clause anything is done or is not done, such shall not be deemed a deviation.

g) CLIENT shall procure that all Bills of Lading (if any) issued under this Contract shall contain the stipulations contained in sub-clauses (a), (d) and (f) of this Clause

6. LIABILITY AND INSURANCE

6.1 Liability

The Master shall have sole control, command, navigation and management of the Platform or Vessel. The Platform or Vessel shall be operated and the service shall be rendered as requested by CLIENT, subject always to the sole right of the Master of the Platform or Vessel to determine whether operation of the Platform or Vessel may be safely undertaken.

In the event of delays caused by the CONTRACTOR all liability for any costs incurred shall be at their responsibility.

The definition of delays potentially caused by CONTRACTOR includes:

(i) CONTRACTOR equipment or personnel not present at mobilisation port by the agreed mobilisation date

(ii) Delays caused by Vessel or Platform not present at the mobilisation port by the agreed mobilisation date.

(iii) Delays for clearance at Customs caused by CONTRACTOR

Notwithstanding any other provisions of this CONTRACT the CONTRACTOR's total aggregate liability whether in contract, tort (including negligence or breach of statutory duty) or otherwise, arising out of or in connection with this CONTRACT shall under all circumstances be limited to a figure not exceeding the total amount payable by the CLIENT to the CONTRACTOR under this CONTRACT, except in respect of death or personal injury arising from the CONTRACTOR's negligence

6.2 Indemnification

CONTRACTOR assumes responsibility for and agrees to hold and save CLIENT harmless from each and every claim, suit or judgement for damage to or loss of CONTRACTOR's equipment, or for injury to or death of CONTRACTOR's employees, caused by or arising out of or in connection with the operations of CONTRACTOR under this Contract and due to negligence on the part of the CONTRACTOR or its servants. CONTRACTOR shall be responsible for damage to or loss of property (including CLIENT property) and injury to or death of personnel (including CLIENT personnel) arising out of CONTRACTOR's operations and due to negligence on the part of CONTRACTOR or its servants and hereby indemnifies CLIENT against such loss, damage or liability.

6.2.1 Unless caused by the negligence or breach of duty (whether statutory or otherwise) of the CLIENT 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 whether owned, hired, leased or otherwise provided by the CONTRACTOR 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 person employed by the CONTRACTOR 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 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. For the purposes of this Clause 6.2. I(c) "third party" shall mean any party which is not a member of the CLIENT or CONTRACTOR.

6.2.2 Unless caused by the negligence or breach of duty (whether statutory or otherwise) of the CONTRACTOR the CLIENT shall be responsible for and shall save, indemnify, defend and hold harmless the CONTRACTOR 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 work arising from, relating to or in connection with the performance or non-performance of the CONTRACT

except where such property of the CLIENT has been expressly added to the CONTRACTOR's insurances and the CLIENT has fully reimbursed the CONTRACTOR for the additional premium (plus 10%) in which case the CONTRACTOR shall be liable for such loss or damage but only to the extent that liability for such loss or damage is covered by the proceeds of the CONTRACTOR's insurance, and on the understanding that the CLIENT pays any excesses or deductibles not recovered from the insurance

and

b) personal injury including death or disease to any person employed by the CLIENT 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 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. For the purposes of this Clause 6.2.2(c) "third party" shall mean any party which is not a member of the CONTRACTOR or CLIENT.

6.3 Accidents and Occurrences

All accidents, near misses and such incidents are to be reported immediately to the CLIENT's representative and Officer in Charge. Onboard procedures will apply to rectification of damage and future mitigation of risk. The CLIENT's representative or his deputy will notify the appointed CLIENT on-shore representative or a nominated deputy, of any reportable accident so that it can be documented and entered into the appropriate Accident Book(s).

CONTRACTOR shall report to the appropriate authorities and to CLIENT as soon as possible all injuries, death or loss of property arising from accidents and occurrences in operations under this Contract and, when requested by CLIENT, shall furnish copies of all pertinent reports made by or on behalf of CONTRACTOR.

6.4 Insurance

a) CONTRACTOR will inform their Hull and Machinery Insurance Underwriters as to the nature of the Platform or Vessel's employment and CLIENT's interest in the same and underwriters' agreement obtained for an endorsement of the Policies whereby it is agreed that the underwriters accept that the Vessel shall be so employed during the currency of the Contract and that CLIENT shall have the benefit of the Policies. If so required, CLIENT to have the right to inspect the Policies and/or endorsements.

b) CONTRACTOR will be responsible for Marine Risks (including collision liability) resulting in loss or damage to the Platform or Vessel or Platform or Vessel's equipment, death or injury to Platform or Vessel's Officers and Crew and the claims of third parties against the Platform or Vessel including damage by the Platform or Vessel to Port and Harbour Installations. CONTRACTOR will not be responsible for any loss, damage, injury or death arising from the negligent acts of CLIENT, their servants or agents.

c) Any additional costs incurred in complying with a) above to be at CLIENT's expense.

d) It should be noted that CLIENT follows a non-insurance policy in respect of their own equipment and bears their own risks in respect of such equipment (except where CONTRACTOR is responsible under Condition 6.2). Condition 6.4a) provides for Hull and Machinery Insurance Policies to be endorsed to signify underwriters' approval and acceptance of the risks of the nature of the Platform or Vessels in employment under the Contract. The additional costs incurred referred to in Condition 6.4c) relate only to such endorsement and must not be taken to include additional costs of CLIENT's equipment to the Hull and Machinery Insurance Policy.

6.5 Salvage

All salvage and assistance to be for CONTRACTOR's and CLIENT's equal benefit after deducting the Master's and Crew's proportion and all legal and other expenses including day rate due under the Contract for time lost in the salvage attempt when the Platform or Vessel shall be off-hire and also repairs of damage and oil-fuel consumed. CLIENT to be bound by all measures taken by the CONTRACTOR in order to secure payment of salvage and to fix its amount.

6.6 Pollution

CONTRACTOR shall be liable for, and agree to indemnify, defend and hold harmless the CLIENT against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising from acts or omissions of CONTRACTOR or their personnel which cause or allow discharge, spills or leaks from the Platform or Vessel.

7. CONSEQUENTIAL LOSS

Notwithstanding any provision to the contrary elsewhere in the Contract each Party shall save, defend, indemnify and hold harmless the other Party to this Contract from and against its own Consequential Loss arising from, relating to or in connection with the performance or non-performance of this Contract. For the purpose of this provision "Consequential Loss" shall mean:

- (i) Consequential or indirect loss under English law; and
- (ii) loss and or deferral of production, loss of product, loss of use, loss of or loss of use of production related tooling and loss of business opportunity, loss of revenue, profit or anticipated profit (if any), any punitive damages, in each case whether direct or indirect to the extent that these are not included in (i), and whether or not foreseeable at the commencement of this CONTRACT.

8. ASSIGNMENT

CONTRACTOR shall not assign, sub-contract or in any other way dispose of the contract or any part of it without prior approval of CLIENT. Subcontracting any part of the Contract shall not relieve CONTRACTOR of any obligation of duty attributable to CONTRACTOR under the Contract.

CONTRACTOR shall be responsible for the acts and omissions of its sub- contractors as though they are its own.

Where CLIENT has consented to the placing of sub-contracts, copies of each sub- contract shall be sent by CONTRACTOR to CLIENT within 2 working days of issue.

9. SUB-LETTING

CLIENT to have the option of sub-letting the Platform or Vessel's services giving due notice to CONTRACTOR but CLIENT always to remain responsible to CONTRACTOR for due performance of this Contract.

10.COMPLIANCE WITHLAWS

In the performance of all work hereunder, CONTRACTOR shall comply with all applicable laws, rules and regulations of all governmental bodies having jurisdiction. CONTRACTOR agree to indemnify CLIENT from liability arising in connection with its failure to so comply, unless incurred in carrying out CLIENT's orders.

11.LAW/ARBITRATION

11.1 Law

This Contract shall be considered as a Contract made in England and subject to English Law.

11.2 Dispute Resolution

a) The CLIENT and CONTRACTOR agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of this Contract.

b) If a dispute arises between CLIENT and the CONTRACTOR during the Contract period in relation to any matter which cannot be resolved by local operational management either Party may refer the matter for determination in accordance with the procedure set out in condition 11.2(c).

c) A dispute referred for determination under condition 11.2(b) shall be resolved as follows:

(i) by referral in the first instance to the decision of the individuals for each party referred to in the Award Letter for stage 1 escalations; and

(ii) if a dispute is not resolved within 21 days of its referral pursuant to condition 11.2(c)(i) such dispute shall be referred to the individuals for each party referred to in the Award Letter for stage 2 escalations.

d) If the dispute cannot be resolved by the parties within one month of being escalated as referred to in condition 11.2(c)(ii), the dispute may by agreement between the parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.

e) If the parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either party may exercise any remedy it has under applicable law.

f) Neither party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex party basis or otherwise as a result of the terms of this condition.

12.TAXES

CONTRACTOR agrees to assume all responsibility and liabilities as an employer or otherwise and CONTRACTOR will pay all taxes, assessed against it or its employees.

13.NOTICES

Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class or recorded post or, to the address of the relevant party set out in the Award Letter, or such other address as that party may from time to time notify to the other party in writing.

Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received

14.BREAK

CLIENT shall in addition to its power under any other of these Conditions, have power to determine the Contract at any time by giving to CONTRACTOR immediate written notice, to expire at the end of one week, and upon the expiration of the notice the Contract shall be determined without prejudice to the rights of the parties accrued to the date of determination but subject to the operation of the following provision of this Condition.

In the event of the Contract being terminated before the completion date CLIENT will pay all costs that CONTRACTOR is legally bound to pay after the termination date as a result of commitments properly incurred before the date that he received notice of termination, but he shall not be entitled to any payment by way of compensation.

15.NOT USED

16.MODIFICATION AND WAIVER

These particular Conditions of Contract express the entire agreement of the parties and can only be modified by an amendatory document properly executed by duly authorised representatives of the respective parties. The failure of either party to insist upon strict performance by the other of any provisions hereunder shall not be deemed or construed as in any way affecting the right to require such performance.

17.FREEDOM OF INFORMATION

a) The CONTRACTOR acknowledges that CLIENT is subject to the requirements of FOIA and EIR and shall:

(i) provide all necessary assistance and co-operation as reasonably requested by CLIENT to enable UKRI to comply with its obligations under FOIA and EIR in relation to any requests for Information relating to this Contract;

(ii) transfer to CLIENT all requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;

(iii) provide CLIENT with a copy of all information belonging to CLIENT requested in the request for information which is in its possession or control in the form that CLIENT requires within 5 Working Days (or such other period as CLIENT may reasonably specify) of CLIENT 's request for such information; and

(iv) not respond directly to a request for information unless authorised in writing to do so by CLIENT.

b) CLIENT shall be responsible for determining (in its absolute discretion) whether any information:

- (i) is exempt from disclosure in accordance with the provisions of FOIA or EIR;
- (ii) is to be disclosed in response to a request for information,
- c) The CONTRACTOR acknowledges that CLIENT may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:
 - (i) without consulting with the CONTRACTOR, or
 - (ii) following consultation with the CONTRACTOR and having taken its views into account.
- d) Where condition 17(c)(i) applies CLIENT shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the CONTRACTOR advanced notice, or failing that, to draw the disclosure to the CONTRACTOR's attention as soon as practicable after any such disclosure.

18.FORCE MAJEURE

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 an occurrence, 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.

19.MODERN SLAVERY ACT 2015

- a) In performing its obligations under this Contract, the CONTRACTOR shall and shall ensure that any permitted sub-contractors shall comply with:
 - (i) all applicable laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015; and
 - (ii) Any anti-slavery policy adopted by CLIENT from time to time.
- b) CLIENT may from time to time require the CONTRACTOR to provide information and evidence to demonstrate its and its sub-contractors' compliance with condition 19(a). The CONTRACTOR shall provide such information with 10 Working Days of a request from CLIENT for the same.

20.CORRUPTION

- a) Without prejudice to any other rights or remedies available to CLIENT, the Parties shall be entitled to terminate the Contract immediately and to recover from the other Party the amount of any loss resulting from such termination if a Party or a Parties' Associate:
 - (i) offers or agrees to give any person working for or engaged by the Parties, the Parties' staff and agents, or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement with CLIENT or any Public Body;
 - (ii) has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Parties, or any Public Body by or for the Parties, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to CLIENT before the Contract is entered into;

(iii) breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or

(iv) gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

b) The Parties shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Parties and the Parties' Associates in connection with the Contract and shall notify CLIENT immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

c) For the purposes of condition 20(a), "loss" shall include, but shall not be limited to:

(i) UKRI's costs in finding a replacement contractor;

(ii) direct, indirect and consequential losses; and

(iii) any loss suffered by CLIENT as a result of a delay in the performance of the CONTRACT.

21.SPECIAL CONDITIONS

a) The research permit will require the CLIENT not to leave any equipment, material, or obstruction on the seabed, therefore in the event of a stuck drill string and or casing, or a drill failure, or other unintentional event that leaves the drill string and or casing in the ground, the CONTRACTOR must be able to disconnect or cut the drill string and or casing at or below seabed, leaving the ground clear of any obstruction. The CONTRACTOR will be responsible for removal of all equipment and material from seabed (up to 1 meter below the seabed), including all associated costs. The CONTRACTOR will be liable for all associated costs for any lost or damaged downhole drilling, sampling, and testing equipment.

b) Should the research permissions not be granted CLIENT reserves the right to terminate the contract. The CONTRACTOR shall be paid the sums due in line with the payment schedule to cover documented costs incurred and returning to the named port, including costs of demobilisation and costs associated with the termination of sub-contractors.

c) CLIENT represents, warrants and guarantees that the equipment, products, technology, software and/or Services to be provided by the CONTRACTOR will

(i) not be used for any prohibited use such as nuclear, military, missiles, or weapons (chemical or biological) and will not be sold to any country subject to U.S., UK, or EU sanctions (currently including the Crimea region of Ukraine, Iran, Cuba, North Korea, or Syria) or to any other country subject to sanctions without applicable government approval;

(ii) not be used directly or indirectly in exploration for, or production of, oil or gas in deepwater (greater than 500 feet), Arctic offshore locations or shale formations, where such use would be prohibited without the applicable government approval;

(iii) not be sold or transferred to any contractor, organization, entity, or individual on any of the various denied parties lists established by the U.S., UK, and/or EU; and

(iv) where such are subject to export or reexport license from the U.S., UK, and/or EU will not be exported or reexported without all required license(s).

d) All rates provided in the Price Schedule (Schedule 3) will be firm and fixed for the term of the CONTRACT.

e) CLIENT shall be responsible for and shall save, indemnify, defend, and hold harmless the CONTRACTOR from and against all Claims in respect of the outbreak of COVID-19, or actions or events relating to such including, but not limited to virus, disease, epidemic, pandemic, illness or quarantines (and any other restrictions intended to control the same, including but not limited to self-isolation or public interaction restrictions), border-closure, travel restrictions, lockdowns, airport closures, port-closures, refusal of visas, importation or exportation restrictions, Government authority shutdowns, changes to or the introduction of any general or local Statute, Ordinance, Decree, Regulation or other law, or any other actions or events of a similar nature, arising from, relating to or in connection with the performance or non-performance of the CONTRACT.

Schedule 2 - Specification

- 1 The CONTRACTOR shall provide the Goods and/or Services in accordance with this Schedule 2.
- 2 This requirement is for the provision of a marine drilling capability and suitable vessel to operate offshore Hawaii for a scientific drilling and coring campaign for a period of up to two months between August and October 2023. The requirement is for the British Geological Survey (BGS), acting on behalf of the European Consortium for Ocean Research Drilling (ECORD). Full details of which are contained in the UKRI-2369 Appendix A-Specification Document and the CONTRACTOR's Response submitted on 14 December 2022:

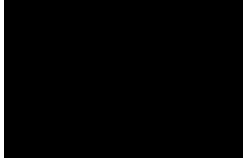
UKRI-2369 Appendix A-Specification



UKRI-2369 Appendix
A-Specification.pdf

CONTRACTOR's Response

FOIA Section 43 Commercial



Schedule 3 - Charges

- 1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2 All rates will be firm and fixed for the duration of the CONTRACT.
- 3 The Charges shall be as per the Price Schedule submitted by the CONTRACTOR on 14 December 2022:

Price Schedule

FOIA Section 43 Commercial

A large black rectangular redaction box covers the content of the Price Schedule. The text "FOIA Section 43 Commercial" is written in red at the top left of this redacted area.

- 4 The total Charges are: **\$14,493,709.00** (excluding VAT).