



Matrix Offshore Services, LLC

1661 Old Belfast Road
Lewisburg TN, 37091

Attn: **FOIA Section 40 Personal Information**

By email to: **FOIA Section 40 Personal Information**

Date: 15 January 2025

Your ref: N/A

Our ref: UKRI-3918

Dear Sirs,

Award of contract for the provision of New England Shelf Hydrogeology Project (UKRI-3918) (the Project)

Following your tender/ proposal for the supply of New England Shelf Hydrogeology 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 non-departmental government organisation whose principle office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**CLIENT**"); and
- (2) **Matrix Offshore Services, LLC**, a company incorporated and registered in United States of America with company number 001555286 whose registered office is at 1661 Old Belfast Road, Lewisburg TN, 37091 (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**") and such expressions and terms and conditions shall have the meanings set out in Schedule 4 ("**the Definitions**"). 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:

The Term

- 1 Commencement Date: 16 December 2024
- 2 Expiry Date: 31 August 2024

Description of Services

- 3 The Specification of the Services to be delivered is as set out in Schedule 2.

Charges & Payment

4 The Charges for the Services shall be as set out in Schedule 3.

5 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.

6 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

7 The liability under this Contract shall be as set out in Condition 11 of Schedule 1.

Insurances

8 The CONTRACTOR is required to maintain the following insurance policies, which requirements may be met through any combination of underlying and excess policies, in addition to Condition 12 of Schedule 1:

- a) Professional indemnity insurance for not less than £10 million per claim;
- b) public liability insurance or commercial general liability insurance for not less than £10 million per claim;
- c) employer liability insurance for not less than £10 million per claim; and
- d) product liability insurance for not less than £10 million for claims arising from any single event.

Health and Safety

9 The CONTRACTOR is required to hold and maintain the following health and safety accreditations. Any accreditations not in place at contract award should be obtained by 31 March 2025:

- a) ISO 9001
- b) ISO 14001
- c) ISO 45001

UKRI reserve the right to terminate the contract in the event of the CONTRACTOR not achieving the required ISO standards or equivalent within the specified timescales.

International Data Transfer Agreement (IDTA)

10 The CONTRACTOR is required to sign up to a separate International Data Transfer Agreement (IDTA).

Notices

11 The address for notices of the Parties are:

UKRI

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

Attention: FOIA Section 40 Personal Information
Commercial Business
Partner

Email: commercial@ukri.org

CONTRACTOR

1661 Old Belfast Road
Lewisburg TN, 37091

Attention: FOIA Section 40 Personal Information, Legal

Email: FOIA Section 40 Personal Information

Liaison & Disputes

12 For general liaison your contact will continue to FOIA Section 40 Personal Information, ESO Science Manager (FOIA Section 40 Personal Information), or in their absence, FOIA Section 40 Personal Information, ESO Operations Manager (FOIA Section 40 Personal Information).

13 Pursuant to Condition 16 of Schedule 1, Disputes shall be escalated to the following individuals:

(a) Stage 1 escalation:

UKRI: NERC Commercial Business Partner, commercial@ukri.org

CONTRACTOR: FOIA Section 40 Personal Information

(b) Stage 2 escalation:

UKRI: UKRI Head of Commercial, commercial@ukri.org

CONTRACTOR: FOIA Section 40 Personal Information

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 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

Date:

22nd January 2025

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

Signed for and on behalf of **Matrix Offshore Services, LLC**

Signature:

FOIA Section 40 Personal Information

Name:

FOIA Section 40 Personal Information

Position:

Manager & Secretary

Date:

January 15, 2025

Schedule 1 – The Conditions

1. INTENDED USE REPRESENTATIONS AND WARRANTIES

1.1 Intended Use

UKRI wishes to establish a Contract for the provision of Services as set out in Schedule 2.

The British Geological Survey (“BGS UKRI”) as part of the United Kingdom Research and Innovation, requires a marine drilling capability and suitable vessel to operate offshore New England for a scientific drilling and coring campaign for a period of up to 100 days between May and August 2025.

1.2 Representations and Warranties

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

- 1.2.1 That CONTRACTOR for the purposes of this Contract is and will remain the owner, manager or charterer of the Platform or Vessel described in 2.1, for the Term
- 1.2.2. 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.
- 1.2.3. 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 CONTRACTOR’S financial status 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 this Contract being terminated.
- 1.2.4. That the CONTRACTOR will adequately instruct its Crew 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.
- 1.2.5. That CONTRACTOR is willing and technically competent to interface equipment and personnel from third parties with the Downhole Operations. *Subject to clause 1.2.1 any such third parties may a subcontractor to the CONTRACTOR or a direct supplier to the CLIENT and may include logging services.*
- 1.2.6. The CONTRACTOR warrants that all Equipment (being equipment referred to in clause 2 and to include drilling and circulating equipment but not to include CLIENT equipment in clause 2.7) 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 during the Term.

2. PLATFORM VESSEL AND EQUIPMENT

- 2.1 CONTRACTOR will provide, operate and maintain the Platform or Vessel and confirms that the Platform or Vessel shall comply with the specifications and durations as listed in the Specification in Schedule 2.

- 2.2 The Vessel shall remain equipped with sampling and laboratory equipment, together with any ancillary or third-party equipment and operating systems as agreed and specified between the CONTRACTOR and the CLIENT.
- 2.3 The CONTRACTOR shall arrange rental or purchase of equipment (to include any third-party equipment) as required for the Operations, in agreement with CLIENT's on-board representative, or a nominated deputy.
- 2.4 Third party equipment procured by CONTRACTOR shall 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 and notified to the CLIENT.
- 2.5 The 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.
- 2.6 The CLIENT shall, at its own risk and expense, and to the extent space is available be permitted to install Client Equipment onto said Vessel or Platform that will remain the sole property and liability of CLIENT.
- 2.7 The CONTRACTOR shall ensure that loading and unloading of CLIENT Equipment and containers is done so with the required care and diligence, such loading and unloading to be at CLIENT's own risk and expense. 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.
- 2.8 All equipment in this clause 2 (but not CLIENT Equipment) shall be deemed to be part of the Platform or Vessel for the purposes of this Contract.

3. THE CREW

- 3.1 The CONTRACTOR will crew the Vessel on a 24-hour day, 7 days per week basis with personnel and relief crews as required (together called the Crew) whose proficiency should be detailed to the CLIENT.
- 3.2 The CLIENT has 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 by the CLIENT for any personnel participating through any subcontract arrangements. The CV's must refer to those actually participating in the Offshore Work.

3.3 Deficiency in CONTRACTOR'S Crew

- 3.3.1 Should the CONTRACTOR fail on delivery for any reason to provide the full complement of Crew the compensation provided for herein in respect of such period shall be reduced by an amount reasonably commensurate with the deficiency of Crew.
- 3.3.2 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.

- 3.3.3 If any CONTRACTOR's Crew become unfit or in the reasonable 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.

3.4 Scientific Programme Representatives onboard

- 3.4.1 The CONTRACTOR shall allow the CLIENT at its own risk and expense to take on board their representatives, operators and/or consultants for the CLIENT's purpose in connection with the Project and for such purpose to make use of the Platform or Vessel's accommodation and facilities during operations under this contract.
- 3.4.2 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. The CONTRACTOR will provide provisions and all requisites as supplied to Crew.
- 3.4.3 The CLIENT will pay the rate per person per day for food and accommodation as detailed in the Price Schedule (Schedule 3).
- 3.4.4 The CONTRACTOR shall ensure the Platform or Vessel is fully bunkered with necessary capacity for water and food. Medical evacuation of CLIENT's representatives, operators and/or consultants shall be at the CLIENT's own cost

4. DUTIES OF CONTRACTOR and the Platform or Vessel Contractor:

- 4.1 Subject always to Condition 14 the CONTRACTOR and the Platform or Vessel Contractor will:
- 4.1.1 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.
- 4.1.2 undertake all navigational duties and safely position the Platform or Vessel at the required locations for drilling or conducting ancillary scientific operations. Station keeping the Platform or Vessel of the drilling vessel to be maintained within a radius of the borehole position that meets the requirements of the drilling system in use.
- 4.1.3 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.
- 4.1.4 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.
- 4.1.5 work in conjunction with specialist subcontractors or scientists to enable them to perform scientific investigation to a determined and agreed schedule.

5. SERVICES

5.1 Basic Services

- 5.1.1 The CLIENT shall use the Platform or Vessel for offshore seabed coring and sampling operations and matters incidental thereto ("the Operations") as more particularly described in Schedule 2.
- 5.1.2 The CONTRACTOR shall carry out the Operations with the CLIENT's specialists and any sub-contractors as required for the Operations (for example during a borehole logging programme or special coring interval). The CONTRACTOR's obligations and status during such Operations to be defined by discussion and agreement between the CLIENT and the CONTRACTOR.
- 5.1.3 The CONTRACTOR shall, in accordance with Condition 5.1.2 above, arrange for the supply of drill muds, chemicals and additives, as required by CONTRACTOR's Operations and their subsequent storage and handling at port and to and from Platform or Vessel.
- 5.1.4 The 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 at its own cost fully independent communication systems that will be for the sole use of the CLIENT.)
- 5.1.5 The costs incurred by CONTRACTOR in performing the Services above shall, other than indicated herein as being at CLIENT's cost be included in the CONTRACTOR's rates detailed in Price Schedule (Schedule 3).
- 5.1.6 The CONTRACTOR shall ensure that no company logos, designations are to be placed on any equipment or infrastructure or flags to be flown without the CLIENT's prior written consent

6. MAINTENANCE and REPAIR

- 6.1 The 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.
- 6.2 The CONTRACTOR shall provide suitably skilled personnel and Crew to maintain the Drill Rig in order to ensure that breakdowns and stoppages are kept to a minimum.
- 6.3 Should the CONTRACTOR fail to comply diligently with this obligation in Condition 6 in respect of maintenance and repair the CLIENT can give the CONTRACTOR written notice specifying the causes of its dissatisfaction. Unless the CONTRACTOR within 24 hours commences and diligently continues any reasonable action to remedy the specified deficiencies, the CLIENT at its election, can terminate this Contract on written notice and with no further cost to the CLIENT other than payment of the work completed on the date of termination and the demobilization lump sum. 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.

7. OPERATIONS

7.1 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 the 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.

7.2 Passengers

7.3 Only passengers authorised by the CLIENT shall be allowed to board 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. The CLIENT shall not be allowed to transport passengers, goods or equipment on the Vessel between U.S. ports. The CLIENT's representatives and consultants, goods and equipment shall board the vessel for the purpose of the Operations.

7.4 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.

7.5 The 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.

7.6 The operation, navigation and management of the Platform or Vessel shall at all times and without exception be done by CONTRACTOR.

7.7 The 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.

7.8 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.

7.9 Reporting of Vessel's position

7.9.1 Whilst at sea, the Master shall afford CLIENT's representative the necessary facilities to make periodical reports to CLIENT on shore representative (specified in Contract Management Plan as referred to in Schedule 2) and to report the Platform or Vessel's position (stating latitude and longitude) at agreed periods.

- 7.9.2 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.

7.10 Safety Precautions

- 7.10.1 All Services are to be carried out by the CONTRACTOR within a recognised safety environment which includes methodology, risk assessments, safe systems of work and adherence to all Applicable Laws.
- 7.10.2 The CONTRACTOR will provide a plan for all immediate accident and emergency provision, including a fast rescue craft.
- 7.10.3 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 by the CONTRACTOR and verified in accordance with applicable international and national maritime law.
- 7.10.4 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.
- 7.10.5 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.
- 7.10.6 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.
- 7.10.7 The 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.
- 7.10.8 No injurious inflammable or dangerous goods are 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.
- 7.10.9 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 onshore representative or a nominated deputy, of any reportable accident so that it can be documented and entered into the appropriate Accident Book(s).

7.10.10 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.

7.11 Authorisations and Permits

7.11.1 The CONTRACTOR shall be responsible for obtaining authorisation (including, if appropriate, TWIC Regulations) for the Platform and Vessel and its Crew to enter and conduct the Drilling Works and Operations for scientific research operations in the specified area of Operations. The CLIENT will assist CONTRACTOR with the submission of such documentation if reasonably required.

7.11.2 The CLIENT is responsible for obtaining all other necessary scientific permits and clearances for the Drilling Work.

7.11.3 For each site of Drilling Work, the 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, pipelines, well heads or other noted obstructions from information provided when scientific clearances were obtained.

7.11.4 The CONTRACTOR shall take any information provided from Condition 7.11.3 above into account before commencing Drilling 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 to the greatest extent commercially reasonable. CONTRACTOR shall be held responsible for all damage and/or loss of 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).

7.11.5 Before commencing Operations in any area the 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.

7.11.6 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, or small consumables such as tubulars or sampling and testing tools, at its own cost 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.

- 7.11.7 The CLIENT will verify the conformance of the soil sampling and rotary coring with the Contract requirements and contained in the Specification while the CONTRACTOR's Platform or Vessel is still on site. CONTRACTOR will not be required to re-perform such soil sampling and coring at its own cost (or pay third party costs to do so) after its Platform or Vessel has left the site.
- 7.11.8 The CONTRACTOR will ensure that Platform and Vessel shall at all times comply with Relevant National or State Government Regulations bearing in mind the area the Platform or Vessel will be working in and for the operations on which it is engaged.

8. THE TERM DELIVERY AND MOBILISATION

- 8.1 The Term shall be as detailed in the Award Letter. The Drilling Work to end as detailed in the Specification, or on instruction from CLIENT, but in any case, no later than 31 August 2025. *NOTE: the client anticipates that the end date will be a function of the platform selected and the timing in relation to hurricane season toward the end of the recommended window.*

- 8.2 The CONTRACTOR shall use best endeavours to ensure Drilling Work commences on or about the Date agreed in the Timing Plan.

8.3 Delivery/Re-delivery

- 8.3.1 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.
- 8.3.2 The CONTRACTOR shall provide a schedule of pre commencement checks at the Platform or Vessel Mobilisation Port.
- 8.3.3 Should the Platform or Vessel not have been demonstrated to be ready to start Operations from the mutually agreed Mobilisation Port or an agreed alternative port on the agreed Mobilisation Date the CLIENT shall have the option of terminating this Contract.
- 8.3.4 If the Platform or Vessel is not ready by the agreed Mobilisation Date the CLIENT, if required, will declare within 48 hours after receiving notice thereof whether they will terminate the Contract or not.
- 8.3.5 The Platform or Vessel shall be re-delivered on completion of Operations to a mutually agreed Port. Demobilisation shall be at the Mobilisation Port unless otherwise agreed.

8.4 Loading and Unloading of Vessel

The CLIENT shall have free access to the Platform or Vessel for the purpose of loading and unloading of CLIENT's Equipment at its own cost and risk during the agreed Mobilisation Date and Demobilisation Date or at any time during the Contract period as stated in the Award Letter.

8.5 Mobilisation Date Notification Process

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

- 8.5.1 The CONTRACTOR shall notify the CLIENT of a ten (10) day window for commencement of the Operations ninety (90) days in advance of the start of the ten (10) day window.
- 8.5.2 The CONTRACTOR shall notify the CLIENT of a five (5) day window for commencement of the Operations forty-five (45) days in advance of the start of the five (5) day window.
- 8.5.3 The Mobilisation 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.

9. CONTRACT PRICES

9.1 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 Mobilisation Date 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.

9.2 Invoicing and Payments

- 9.2.1 The charges are set out in Schedule 3, and shall be the full and exclusive remuneration of the CONTRACTOR in respect of the Contract. Unless otherwise agreed in writing by CLIENT or stated herein, the charges shall include every cost and expense of the CONTRACTOR directly incurred in connection with the performance of the Contract.
- 9.2.2 All amounts stated are exclusive of Value Added Tax ("VAT") which shall be charged at the prevailing rate where applicable. The 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.
- 9.2.3 Payment shall be made in accordance with the milestone/payment schedule to the Contract. The 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. The 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. The CLIENT may withhold payment of portion of invoice for day rate in reasonable dispute pending settlement thereof.
- 9.2.4 Each invoice shall include such supporting information required by the 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).
- 9.2.5 In consideration of the Contract, the 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 the CLIENT agrees in writing to another payment method.

- 9.2.6 If the 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 9.2.5 after a reasonable time has passed (which shall be no less than 14 calendar days).
- 9.2.7 If there is a dispute between the Parties as to the amount invoiced the 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 16.2.
- 9.2.8 If a payment of an undisputed invoice is not made by the 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. In the event of payment delay CONTRACTOR reserves the right, after a reasonable period of time and notice to the CLIENT, to terminate the Contract for CLIENT's default
- 9.2.9 The CLIENT shall have the right at all reasonable times to inspect the CONTRACTOR's books or records in connection with any of CONTRACTOR's direct charges and costs that are reimbursable by CLIENT under this Contract.
- 9.2.10 Where the CONTRACTOR enters into a sub-contract, the CONTRACTOR shall include in that sub-contract:
- (i) provisions having the same effects as clause 9; 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 clause 9 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.
 - (iv) 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.
- 9.2.11 In the event of CONTRACTOR obtaining follow on work affecting the Mobilisation or Demobilisation Port 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 from time to time

10. PLATFORM OR VESSEL BREAKDOWN AND WAR RESTRICTIONS

10.1 Breakdown

- 10.1.1 In the event of drydocking or other measures necessary to maintain the efficiency of the Platform or Vessel, deficiency of personnel, or the 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 Standby Vessel (if offered) to provide necessary equipment, consumables, provisions or personnel, no Charges shall be payable by the CLIENT to the CONTRACTOR during the period in which the Platform or Vessel is unable to perform the Services or Operations. The CLIENT's representative must be informed of any proposed remedial action.
- 10.1.2 If a Standby Vessel is offered, the CLIENT will not pay any Charges or part thereof for the Standby Vessel in the event that the Standby Vessel is inoperative due to breakdown, lack of Crew etc, even if the Drilling Works are unaffected.
- 10.1.3 Every attempt should be made to carry out maintenance when it is least hindrance to the Services required under the Contract. Routine maintenance by the CONTRACTOR requiring dock side facilities shall be done during visits to port for other purposes, e.g. re-stocking supplies or weather.

10.2 Prolonged Breakdown

Should the Platform or Vessel, or Standby Vessel if provided, continue to be off- hire for a period of 7 days under clause 10.1 the CLIENT and the CONTRACTOR 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 the other. In case of such termination, CLIENT shall pay CONTRACTOR the work completed up to the Termination Date and the Demobilization Lump Sum.

10.3 Voyage Restrictions

The Parties agree that the Platform or Vessel is 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.

10.4 War/Security Restrictions

- 10.4.1 Unless the written consent of the CONTRACTOR is 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.

- 10.4.2 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) the CONTRACTOR shall 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 (ii) notwithstanding the terms of Condition 10 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.
- 10.4.3 The CONTRACTOR 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 Flag State 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.
- 10.4.4 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 the Flag State 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 remove the CLIENT's Equipment and personnel at the agreed Demobilisation Port or at a near open and safe port or place as directed by CONTRACTOR
- 10.4.5 NOT USED

10.5 Delays

- 10.5.1 The Master shall have sole control, command, navigation and management of the Platform or Vessel. The Platform or Vessel shall be operated and the Services 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.
- 10.5.2 In the event of delays caused by the CONTRACTOR all liability for any costs incurred shall be at their responsibility.
- 10.5.3 The definition of delays potentially caused by CONTRACTOR includes without limitation:
- (i) CONTRACTOR equipment Crew 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.

11. LIABILITY

- 11.1 Nothing in this Contract shall limit or exclude either Party's liability for:
- 11.1.1 death or personal injury caused by its negligence, or the negligence of its personnel (include any staff engaged on the Project), agents, subcontractors or sub-grantees;
 - 11.1.2 fraud or fraudulent misrepresentation; or
 - 11.1.3 any other liability which cannot be limited or excluded by applicable law.

- 11.2 Subject to Clauses 11.1 no Party shall have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Contract. For the purpose of this provision "Consequential Loss" shall mean consequential or indirect loss under English law; and 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, and whether or not foreseeable at the commencement of this Contract.
- 11.3 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:
- 11.3.1 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 this Contract; and
- 11.3.2 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
- 11.3.3 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 "third party" shall mean any party which is not the CLIENT or CONTRACTOR
- 11.4 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:
- 11.4.1 loss of or damage to property of the CLIENT, whether owned by the CLIENT, or 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
- 11.4.2 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
- 11.4.3 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

- 11.4.4 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 11.4.4 "third party" shall mean any party which is not a member of the CONTRACTOR or CLIENT.
- 11.5 Subject to clause 11.1 of this CONTRACT the CONTRACTOR's and CLIENT'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.

12. INSURANCE

- 12.1 The CONTRACTOR will inform their or the Vessel owner's Hull and Machinery Insurance Underwriters as to the nature of the Platform or Vessel's employment and the 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 term of this Contract and that the CLIENT shall have the benefit of the Policies.
- 12.2 If so required, the CLIENT has the right to inspect and receive a copy of the Policies and/or endorsement.
- 12.3 The CONTRACTOR or Vessel owner 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.
- 12.4 The CONTRACTOR will not be responsible for any loss, damage, injury or death arising from the negligent acts of CLIENT, their servants or agents.
- 12.5 It should be noted that CLIENT follows a non-insurance policy in respect of their own CLIENT Equipment and bears their own risks in respect of such equipment (except where CONTRACTOR is responsible).
- 12.6 Condition 12.1 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.

13. SALVAGE and POLLUTION

- 13.1 Subject to clause 26.1 in respect of the CLIENT's and the CONTRACTOR'S Equipment, 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.

- 13.2 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 directly cause or allow discharge, spills or leaks originating from the Platform or Vessel.

14. ASSIGNMENT

- 14.1 The CONTRACTOR shall not assign, sub-contract or sub-let or in any other way dispose of this Contract or any part of it without prior approval of CLIENT.
- 14.2 Sub-contracting any part of the Contract shall not relieve CONTRACTOR of any obligation of duty attributable to CONTRACTOR under the Contract.
- 14.3 In the event that the CONTRACTOR enters into any sub-contract in connection with this Contract it shall:
- 14.3.1 remain responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as if they were its own;
- 14.3.2 impose obligations on its sub-contractor in the same terms as those imposed on it pursuant to this Contract and procure that the sub-contractor complies with such terms; and
- 14.3.3 The CONTRACTOR shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- 14.3.4 Where CLIENT has consented to the placing of sub-contracts, copies of each sub-contract template shall be sent by CONTRACTOR to CLIENT within 2 working days of issue.

15. COMPLIANCE WITH LAWS

- 15.1 In the performance of all work and Services, The CONTRACTOR shall comply with all Applicable Laws, rules and regulations of all governmental bodies having jurisdiction. The CONTRACTOR agrees to indemnify CLIENT from liability arising in connection with its failure to so comply.

16. LAW/ARBITRATION

16.1 Law

This Contract, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

16.2 Dispute Resolution

- 16.2.1 The CLIENT and the CONTRACTOR agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of this Contract.
- 16.2.2 If a dispute arises between CLIENT and the CONTRACTOR during the Term 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 16.2.3

- 16.2.3 A dispute referred for determination under Condition 16.2.2 shall be resolved as follows:
- 16.2.4 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
- 16.2.5 if a dispute is not resolved within 21 days of its referral pursuant to Condition 16.2.4 such dispute shall be referred to the individuals for each party referred to in the Award Letter for stage 2 escalations.
- 16.2.6 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in Condition 16.2.4, 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.
- 16.2.7 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.
- 16.2.8 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.

17. NOTICES

- 17.1 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.
- 17.2 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.

18. BREAK

- 18.1 CLIENT shall in addition to its power under any other of these Conditions, have power to terminate 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 termination date but subject to the operation of the following provision of this clause. Likewise, in the event of a material breach by CLIENT which cannot or is not resolved within a reasonable period of time upon receipt of notice, CONTRACTOR shall have the power to terminate the Contract by giving to CLIENT immediate written notice.
- 18.2 In the event of the Contract being terminated before the Completion Date CLIENT will pay the portion of the work performed, 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, the demobilization lump sum of the Platform or Vessel, and all subcontracts termination costs including the charter party termination but he shall not be entitled to any payment by way of compensation.

19. CONFIDENTIALITY

- 19.1 The provisions of this Condition 19 do not apply to any Confidential information which:
 - 19.1.1 is or becomes available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this Condition 19.
 - 19.1.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party.
 - 19.1.3 was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - 19.1.4 the parties agree in writing is not confidential or may be disclosed;
 - 19.1.5 which is disclosed by the Authority on a confidential basis to any central government or regulatory body.
- 19.2 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
 - 19.2.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (Permitted Purpose); or
 - 19.2.2 disclose such Confidential information in whole or in part to any third party, except as expressly permitted by this Condition 19.
- 19.3 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
 - 19.3.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 19.3.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this Condition 19 as if they were a party to this agreement,
 - 19.3.3 and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this Condition 19.
- 19.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law (including under the FOIA or EIRs), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 19.5 The provisions of this Condition 19 shall survive for a period of five (5) years from the Termination Date.

20. DATA PROTECTION

- 20.1 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation in relation to the Shared Personal Data. In particular, each party shall:
 - 20.1.1 assist the other party, at the cost of the other party, in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
 - 20.1.2 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - 20.1.3 use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers; and
 - 20.1.4 maintain complete and accurate records and information to demonstrate its compliance with this Condition 20 and allow for audits by the other party or the other party's designated auditor where required.

21. 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.

22. FREEDOM OF INFORMATION

- 22.1 The CONTRACTOR acknowledges that CLIENT is subject to the requirements of FOIA and EIR and shall:
 - 22.1.1 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;
 - 22.1.2 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;
 - 22.1.3 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
 - 22.1.4 not respond directly to a request for information unless authorised in writing to do so by CLIENT.
- 22.2 CLIENT shall be responsible for determining (in its absolute discretion) whether any information:
 - 22.2.1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;
 - 22.2.2 is to be disclosed in response to a request for information,

22.3 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:

22.3.1 without consulting with the CONTRACTOR, or

22.3.2 following consultation with the CONTRACTOR and having taken its views into account.

22.4 Where condition 22.3.1 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.

23. FORCE MAJEURE

Neither PARTY shall be responsible for any failure to fulfil any term or condition of this Contract if and to the extent that fulfilment has been delayed or 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. The CONTRACTOR and the CLIENT reserve the right to terminate the Contract in the case of a Force Majeure event causing a suspension exceeding 7 days.

24. MODERN SLAVERY ACT 2015

24.1 In performing its obligations under this Contract, the CONTRACTOR shall and shall ensure that any permitted sub-contractors shall comply with:

24.1.1 all applicable laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015; and

24.1.2 Any anti-slavery policy adopted by CLIENT from time to time.

24.2 The 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.

25. CORRUPTION

25.1 Without prejudice to any other rights or remedies available to the 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:

25.1.1 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;

- 25.1.2 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;
- 25.1.3 breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or
- 25.1.4 gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- 25.2 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.
- 25.3 For the purposes of condition 25.1, "loss" shall include, but shall not be limited to:
 - 25.3.1 UKRI's costs in finding a replacement contractor;
 - 25.3.2 direct, indirect and consequential losses; and
 - 25.3.3 any loss suffered by CLIENT as a result of a delay in the performance of the CONTRACT.

26. SPECIAL CONDITIONS

- 26.1 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 the seabed level, leaving the ground clear of any obstruction. The CONTRACTOR will be responsible for removal of all equipment and material from seabed and will charge CLIENT for such costs. The CONTRACTOR will be liable for all associated costs for any lost or damaged downhole drilling, sampling, and testing equipment.
- 26.2 Should the Research Permit not be granted CLIENT reserves the right to terminate this 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., including the charter party termination costs.
- 26.3 The CLIENT represents, warrants and guarantees that during the Term the equipment, products, technology, software and/or Services to be provided by the CONTRACTOR will:
 - 26.3.1 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;

- 26.3.2 not be used directly or indirectly in exploration for, or production of, oil or gas in deepwater (greater than 500 feet), in Arctic offshore locations or shale formations, where such use would be prohibited without the applicable government approval;
- 26.3.3 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
- 26.3.4 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).

Schedule 2 - Specification

- 1 The CONTRACTOR shall provide the Services in accordance with this **Schedule 2**.
- 2 This requirement is for the provision a marine coring capability and suitable vessel to operate offshore New England, USA, for a scientific drilling, coring and groundwater sampling campaign for a period of between 75 – 90 days (estimated) between May and August 2025, to support the British Geological Survey (BGS). Full details of which are contained in the UKRI-3918 Appendix A-Specification, UKRI-3918 Clarification Log, the CONTRACTOR's Response submitted on 27 September 2024, and the CONTRACTOR's Clarifications:

UKRI-3918 Appendix A-Specification



UKRI-3918 Appendix
A-Specification.pdf

UKRI-3918 Clarification Log



UKRI-3918

Clarifications Log_Tab



UKRI-3918

Clarifications Log_Tab

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CONTRACTOR Response

FOIA Section 43 Commercial

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CONTRACTOR Clarifications

FOIA Section 43 Commercial

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- 3 The Contract Management Plan is included below:



UKRI-3918 Contract
Management.pdf

4 The Key Personnel are identified as:

Party	Key Personnel	Role in the performance of this Agreement
CONTRACTOR	FOIA Section 40 Personal Information	MATRIX OFFSHORE SERVICES (MOS) PROJECT MANAGER/ SOUTH EAST US SALES AND TECH
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) ON SITE OPS MANGER 1
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) ON SITE OPS MANGER 2
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) VP SALES MARKETING
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) CFO
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) IT/ DATA
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) OPERATIONS COORDINATION
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) PURCHASING/ SCHEDULING
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) QA/QC ISO 9001, 45001, 14001
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) AP/AR
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) HR
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) ACCOUNTING
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) GLOBAL SALES MANGER
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) ENGINEER MANAGER
CONTRACTOR	FOIA section 40 Personal Information	(MOS) ENGINEER
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) ENGINEER
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) ENGINEER
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) SHIPPING RECEIVING
CONTRACTOR	FOIA Section 40 Personal Information	(MOS) INSIDE SALES

Party	Key Personnel	Role in the performance of this Agreement
CONTRACTOR	FOIA Section 40 Personal Information	SEACOR OPERATIONS
CONTRACTOR	FOIA Section 40 Personal Information	SEACOR OPERATIONS
CONTRACTOR	FOIA Section 40 Personal Information	SEACOR OPERATIONS
CONTRACTOR	FOIA Section 40 Personal Information	BOART LONGYEAR OPERATIONS
CONTRACTOR	FOIA Section 40 Personal Information	BOART LONGYEAR OPERATIONS
CONTRACTOR	FOIA Section 40 Personal Informa	BOART LONGYEAR OPERATIONS
CONTRACTOR	FOIA Section 40 Personal Information	AMC/ IMDEX OPERATIONS
CONTRACTOR	FOIA Section 40 Personal Information	AMC/ IMDEX OPERATIONS
CONTRACTOR	FOIA Section 40 Personal Information	FOSS MARINE OPERATIONS
CONTRACTOR	FOIA Section 40 Personal Information	FOSS MARINE OPERATIONS
CLIENT	FOIA Section 40 Personal Information	ESO SCIENCE MANAGER
CLIENT	FOIA Section 40 Personal Information	ESO OPERATIONS MANAGER
CLIENT	FOIA Section 40 Personal Information	ESO EXPEDITION PROJECT MANAGER

5 The Key Performance Indicators applicable to the Contract are as follows:

KPI	Description	Method and Frequency of Measurement	Action
Confirmation of Vessel charter & Port and date of mobilisation	Vessel charter confirmed to timescale outlined in Submission	To be monitored by the Contractor & Project manager on a weekly basis	Improvement plan up to termination
Delivery of project planning documentation	Final submission of Contractual documentation outlined in the project plan.	To be monitored by the Contractor and ESO project team together with UKRI Commercial Team on a weekly basis.	Improvement Plan
Completion of Mobilisation	Mobilisation completed according to above schedule	Weekly monitoring against hard forecast deadline by ESO Offshore Operations Manager	Mobilisation payment paid per the payment schedule set forth in the Agreement, Schedule 3, on completion of each item
Operational Uptime	The project team to report on the operational uptime and quality of work completed. Target 90% + uptime	To be monitored by the project team (including the ESO Offshore Operations Manager & Project Management Team & UKRI Commercial Team) on a daily basis.	Downtime will not be paid as per contract
Environmental and Health & Safety	Zero incidents' Accidents or Spills	No lost time or otherwise reportable incidents monitored by the ESO Offshore Operations Manager.	Improvement Plan
Project Reporting	Reports to be inclusive of agreed data and provided as defined in Specification.	To be monitored by the ESO Offshore Operations Manager & Team on a daily basis and passed to ESO Project Management Team & UKRI Commercial Team	Improvement Plan

The above version of the KPIs is the final version and replaces any other version contained in any other documentation.

Schedule 3 - Charges

- 1 The Charges for the 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 27 September 2024:

FOIA Section 43 Commercial



- 4 The total Charges are: **\$25,578,242.22 (excluding VAT)**

- 5 The payment schedule is as follows:

FOIA Section 43 Commercial



- 6 To include rate person per day for food and accommodation (clause 2.4)
- 7 CONTRACTOR to Provide and Pay

- 7.1 CONTRACTOR to provide and pay for all provisions and wages of the Crew, for insurance (as set out in the Award Letter) 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.
- 7.2 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.
- 7.3 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 Crew than Vessel's normal complement, such work to be assessed and extra personnel to be supplied by CLIENT at their cost and risk.
- 7.4 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.

8 CONTRACTOR to Provide and CLIENT to Pay

- 8.1 CONTRACTOR will provide to CLIENT at a firm price and CLIENT will pay for drill muds, chemicals, additives and drilling consumables detailed in Schedule 3 and will be paid as used by CONTRACTOR. 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 as specified in the Price Schedule (Schedule 3), against properly presented accounts.
- 8.2 Any costs/rates not submitted during the tender stage cannot be included unless mutually agreed between CLIENT and CONTRACTOR.

Schedule 4 - Definitions

The **Specification** of the Services to be delivered is as set out in **Schedule 4**.

The **Charges** for the Services shall be as set out in 3.

Project and Project date

Applicable Laws:	means any and all laws issued or implemented by the government or regulators of the country whose laws apply to this Contract and also includes rules, codes, treaties, licenses, permits and principles of common law which have been deemed applicable in all countries having jurisdiction in respect of the Operations.
Client Equipment	means the equipment belonging to the CLIENT referred to in Condition 2.6
Crew	means the personnel and relief crew (including any sub-contractor personnel) referred to in Condition 3.
Data Protection Legislation	means (i) the UK GDPR; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; (iii) (to the extent that it applies) the EU GDPR; (iv) all Applicable Law relating to the processing of Personal Data and privacy;
Demobilisation Lump Sum	means the demobilisation lump sum as stated in the Charges set out in Schedule 3
Downhole Operations	means the drilling of a subsurface extraction well and other ancillary operations
Drill Rig	means the integrated system that drills wells into the earth's surface.
Flag State	means a country under whose registration a ship operates
Mobilisation Date	means the date agreed in accordance with Condition 8.5
Mobilisation Port	means the port from which the Vessel and Platform leaves to carry out the Operations as specified in the Contractor's tender submission or as may be agreed in accordance with Condition 8.3.1

Offshore Work	means that part of the Operations which are to be carried out offshore.
Platform:	means the provided by the CONTRACTOR by which to operate the Offshore Work. This may be a vessel or other seagoing surface.
Relevant Certifying Authority	means the certification authority responsible for certification.
Shared Personal Data	means: the personal data to be shared between the Parties under this Contract
Standby Vessel	shall mean a vessel to be continually at the side of the working Platform
Timing Plan	means the timetable for the Operations to be agreed between the Contractor and the Client (as stated in the Specification)
Traffic Separation Regulations	means a routeing measure aimed at the separation of opposing streams of traffic by appropriate means.
TWIC Regulations	means The Transportation Worker Identification Credential as required by the Maritime Transportation Security Act and as may be amended from time to time.
Vessel	means the seagoing vessel by which to operate the Offshore Work.

Schedule 5 - Processing Personal Data

1. This Schedule shall be completed by UKRI, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with UKRI at its absolute discretion.
 - 1.1 The contact details of the UKRI's Data Protection Officer are: FOIA Section 40 Personal Information, dataprotection@ukri.org
 - 1.2 The contact details of the Supplier's Data Protection Officer are: FOIA Section 40 Personal Information, FOIA Section 40 Personal Information
 - 1.3 The Supplier shall comply with any further written instructions with respect to Processing by UKRI.
 - 1.4 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• Business contact details of Supplier Personnel for which the Supplier is the Controller,• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,• Personal data of project participants (UKRI and non-UKRI personnel) collected by UKRI personnel and given to the Supplier. These data are required for various administrative and logistical purposes (see Purposes below) to facilitate the provision of the procured service.
Duration of the Processing	The duration is anticipated to up to 9 months.
Nature and purposes of the Processing	<p>Personal data will:</p> <ul style="list-style-type: none">- Be given to the Supplier by UKRI personnel in encrypted form.- Be in tabular, PDF and/or image form.- Be stored by the Supplier.- Be used by the supplier for various administrative and logistical purposes:<ul style="list-style-type: none">o to facilitate vessel clearance in national waters (will involve Supplier providing personal data to maritime authorities).o to appropriately accommodate participants on the vessel.o to demonstrate fitness to sail.o to ensure medical safety offshore.o to demonstrate offshore training certification

Type of Personal Data	Name Address Date of Birth Gender Citizenship Passport Number E-mail address Telephone number Next of kin Company Occupation Offshore training certificate Offshore medical certificate (no medical information included unless certificate includes additional provisions). Supplier medical questionnaire (basic medical information to assist offshore medical care if required).
Categories of Data Subject	Project staff (UKRI and non-UKRI). Non-UKRI staff are researchers at various career stages (PhD students to Professors).
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	Data should be destroyed after the services of the Supplier are rendered, usually within 9 months of the contract being signed. Supplier shall provide UKRI with written confirmation of this deletion.
Locations at which the Supplier and/or its sub-processors process Personal Data under this Contract	Supplier head and/or local offices Supplier vessel Maritime authorities involved with vessel clearance.
Protective Measures that the Supplier and, where applicable, its sub-processors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	Supplier is expected to store all personal data provided by UKRI in secure and encrypted form, to limit access only to those who require it, and to only share data that is necessary for specific purposes.