

شرکت میپق شیل برونی سندیرین برحد
Brunei Shell Petroleum Company Sendirian Berhad



**BSP General Conditions of
Contract for Services (On-
and Off-shore)**

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1. DEFINITIONS

The following definitions shall be used for the purpose of interpreting the CONTRACT. Further definitions not contained in this Clause shall apply to the Section in which they are stated and subsequent Sections.

1.1 "AFFILIATES" (in respect of COMPANY) means:

- (i) Royal Dutch Shell plc,
- (ii) Any company (other than COMPANY) that is from time to time directly or indirectly controlled by Royal Dutch Shell plc or
- (iii) Any company that is managed or operated by a company directly controlled by Royal Dutch Shell plc and/or has a service agreement with COMPANY and/or with another company directly controlled by Royal Dutch Shell plc pursuant to which it pays on cost sharing or recovery basis a proportion of certain costs of COMPANY or such other company.

For this purpose:

- (a) A company is directly controlled by Royal Dutch Shell plc if the latter owns fifty per cent or more of the voting rights attached to the issued share capital of the first mentioned company and
- (b) A company is indirectly controlled by Royal Dutch Shell plc if a series of companies can be specified, beginning with the latter and ending with the first mentioned company, and so related that each company of the series is directly controlled by one or more of the companies earlier in the series.

Notwithstanding the above, any reference to AFFILIATES shall include Brunei LNG Sendirian Berhad and Brunei Shell Tankers Sendirian Berhad.

1.2 "COMPANY GROUP" shall mean the COMPANY, its CO-VENTURERS, its and their respective AFFILIATES and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the CONTRACTOR GROUP.

1.3 "COMPANY REPRESENTATIVE" shall mean that person referred to in Clause 3.

1.4 "CONTRACT" shall have the meaning described in Section I - Form of Agreement and the several documents listed therein.

1.5 "CONTRACT PRICE" shall mean the price for the WORK calculated in accordance with Section VIII - Schedule of Prices.

1.6 "CONTRACTOR GROUP" shall mean the CONTRACTOR, its SUBCONTRACTORS, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the COMPANY GROUP. "CONTRACTOR GROUP" shall also mean subcontractors (of any tier) of a SUBCONTRACTOR which are performing WORK offshore or at any wellsite, their AFFILIATES, their directors, officers and employees (including agency personnel).

1.7 "CONTRACTOR REPRESENTATIVE" shall mean that person referred to in Clause 3.

1.8 "CO-VENTURER" shall mean any other entity with whom the COMPANY is or may be from time to time a party to a joint operating agreement or unitisation agreement or similar agreement relating to the operations for which the WORK is being performed and the successors in interest of such CO-VENTURER or the assignees of any interest of such CO-VENTURER.

1.9 "SUBCONTRACT" shall mean any contract between the CONTRACTOR and any party (other than the COMPANY or any employees of the CONTRACTOR) for the performance of any part of the WORK.

1.10 "SUBCONTRACTOR" shall mean any party (other than the CONTRACTOR) to a SUBCONTRACT.

1.11 "TECHNICAL INFORMATION" shall mean all such information provided by or caused to be provided by the COMPANY pursuant to the CONTRACT.

1.12 "VARIATION" shall mean such instructions or adjustments as set out in Clause 11.

1.13 "WORK" shall mean all the work that the CONTRACTOR is required to carry out in accordance with the provisions of the CONTRACT, including the provision of all materials, services and equipment to be rendered in accordance with the CONTRACT.

1.14 "WORKSITE" shall mean the lands, waters and other places on, under, in or through which the WORK is to be performed including offshore installations, floating construction equipment, vessels (including the area covered by approved anchor patterns), design offices, workshops and places where equipment, materials or supplies are being obtained, stored or used for the purposes of the CONTRACT.

2. INTERPRETATION

2.1 All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.

Nevertheless, if for any reason it is considered necessary by the COMPANY to give an instruction to the CONTRACTOR orally in the first instance, the CONTRACTOR shall comply with such instruction. Any such oral instruction shall be confirmed in writing as soon as is possible under the circumstances, provided that, if the CONTRACTOR confirms in writing any such oral instruction which is not contradicted in writing by the COMPANY without undue delay, it shall be deemed to be an instruction in writing by the COMPANY.

2.2 Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

2.3 Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa.

3. COMPANY AND CONTRACTOR REPRESENTATIVES

3.1 General

(a) The COMPANY REPRESENTATIVE and the CONTRACTOR REPRESENTATIVE are the persons named as such in Appendix 1 to Section I - Form of Agreement.

(b) Such representatives, or delegates appointed in accordance with the provisions of this Clause 3, shall be readily available to enable both the COMPANY and the CONTRACTOR to discharge their obligations under the CONTRACT.

(c) The COMPANY REPRESENTATIVE and any person authorised by him shall have access at all reasonable times to the WORKSITE and the CONTRACTOR shall afford every facility for and every assistance in obtaining the right of access.

3.2 COMPANY REPRESENTATIVE

(a) The COMPANY REPRESENTATIVE has the authority to commit the COMPANY in all matters under the CONTRACT and, subject to any delegation of such authority that shall be notified to the CONTRACTOR in writing, shall be responsible for issuing to and receiving from the CONTRACTOR all notices, information, instructions and decisions.

(b) By notice to the CONTRACTOR, the COMPANY REPRESENTATIVE may at any time delegate any of his authority to any nominated deputy. Such notice shall specify the precise authority of any such deputy and shall be sent to the CONTRACTOR REPRESENTATIVE.

(c) The COMPANY may change the COMPANY REPRESENTATIVE at any time and shall notify the CONTRACTOR of any change.

(d) Except as expressly stated in the CONTRACT, the COMPANY REPRESENTATIVE has no powers to amend the CONTRACT or to relieve the CONTRACTOR from any of its obligations under the CONTRACT.

3.3 CONTRACTOR REPRESENTATIVE

(a) The CONTRACTOR REPRESENTATIVE has the authority to commit the CONTRACTOR to any course of action within the rights and obligations of the CONTRACTOR under the CONTRACT and, subject to any delegation of such authority, shall be responsible for issuing to and receiving from the COMPANY all notices, information, instructions and decisions.

(b) The CONTRACTOR REPRESENTATIVE may delegate any of his authority to any nominated deputy, the terms of such delegation being subject to the prior approval of the COMPANY that shall not be unreasonably withheld or delayed.

(c) The CONTRACTOR shall not change the CONTRACTOR REPRESENTATIVE or any nominated deputy without cause without the prior approval of the COMPANY that shall not unreasonably be withheld or delayed.

(d) The CONTRACTOR REPRESENTATIVE has no powers to amend the CONTRACT.

4. CONTRACTOR'S GENERAL OBLIGATIONS

4.1 The CONTRACTOR shall provide all management, supervision, personnel, materials and equipment, (except materials and equipment specified to be provided by the COMPANY), plant, consumables, facilities and all other things whether of a temporary or permanent nature, so far as the necessity for providing the same is specified in or reasonably to be inferred from the CONTRACT.

4.2 The CONTRACTOR shall carry out all of its obligations under the CONTRACT and shall execute

the WORK with all due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of work to be carried out under the CONTRACT.

4.3 Except to the extent that it may be legally or physically impossible or create a hazard to safety the CONTRACTOR shall comply with and strictly adhere to the COMPANY's instructions and directions on all matters relating to the WORK.

4.4 Materials and equipment or parts thereof provided by the CONTRACTOR for which there is no detailed specification included in the CONTRACT shall be new or, subject to the COMPANY's approval, as new, of good quality and workmanship and fit for the intended purpose where a purpose is defined in the CONTRACT or, where no such purpose is defined, fit for its ordinary purpose.

4.5 In order to ensure that performance and completion of the WORK are not delayed or impeded the CONTRACTOR shall be responsible for the timely provision of all matters referred to in Clauses 4.1 and 4.4 and, where provided for elsewhere in the CONTRACT, for the timely request of COMPANY-provided materials, services and facilities.

4.6 The COMPANY reserves the right to let other contracts associated with the WORK. The CONTRACTOR shall afford the COMPANY and other contractors of the COMPANY reasonable access and opportunity for the performance of their work or contracts and shall co-operate fully with such parties.

4.7 The CONTRACTOR shall be responsible for the programming of the WORK.

4.8 On completion of the WORK or any portion thereof, the CONTRACTOR shall without delay clear and remove all equipment and materials provided by the CONTRACTOR including debris, thereby leaving the WORKSITE in a clean, tidy and safe condition.

4.9 Surplus COMPANY material in the possession of the CONTRACTOR on completion of the WORK shall be disposed of by the CONTRACTOR in accordance with the instructions of the COMPANY REPRESENTATIVE.

5. OFFSHORE TRANSPORTATION

5.1 Where WORK is to be performed offshore, the COMPANY shall provide, at no cost to the CONTRACTOR, transportation for CONTRACTOR-provided personnel, and transportation for CONTRACTOR-provided equipment and material which in the opinion of the COMPANY require transportation by helicopter between the COMPANY-designated heliport and supply base as specified in Appendix 1 to Section I - Form of Agreement and the offshore part of the WORKSITE.

5.2 The costs of non-routine transportation requested by the CONTRACTOR may, at the sole option of the COMPANY, be recovered from the CONTRACTOR.

6. CONTRACTOR TO INFORM ITSELF

6.1 The CONTRACTOR shall be deemed to have satisfied itself, before entering into the CONTRACT, as to the extent and nature of the WORK including but not limited to the services, personnel, materials and equipment, plant, consumables and facilities required for the WORK, the correctness and sufficiency of the rates and prices entered in Section VIII - Schedule of Prices, general and local conditions, and all other matters which could affect progress or performance of the WORK.

6.2 Any failure by the CONTRACTOR to take account of matters that affect the WORK will not relieve the CONTRACTOR from its obligations under the CONTRACT.

7. CONTRACTOR TO INFORM COMPANY / COMPANY TO INFORM CONTRACTOR

7.1 The CONTRACTOR shall notify the COMPANY without undue delay of all things that in the opinion of the CONTRACTOR appear to be deficiencies, omissions, contradictions or ambiguities in the CONTRACT or conflicts with applicable law. The COMPANY shall review these items and issue the necessary instructions before the CONTRACTOR proceeds with any part of the WORK affected. Subject to the provisions of Clause 11, the COMPANY shall issue a VARIATION if the CONTRACTOR can show that it has suffered delay and/or incurred additional cost as a result of any such instruction.

7.2 In addition to the requirements of Section V - Specifications and Drawings and the provisions of Clause 32, the CONTRACTOR shall notify the COMPANY without delay of any accidents that occur in connection with the carrying out of the WORK. The CONTRACTOR shall also notify the COMPANY of any other incidents which occur which might affect the carrying out of the WORK or the CONTRACT.

7.3 The CONTRACTOR shall notify the COMPANY immediately of any proposed or actual stoppages of work, industrial disputes or other matters affecting or likely to affect the carrying out or completion of the WORK.

When requested by the COMPANY the CONTRACTOR shall also supply to the COMPANY other information in connection with the WORK relating to industrial relations including but not limited to minimum rates of pay, allowances, amenities, working hours, periods of unpaid leave and overtime.

7.4 The COMPANY shall without unreasonable delay provide to the CONTRACTOR all information affecting the WORK which the CONTRACTOR reasonably requires and requests from the COMPANY in order to properly perform the WORK in accordance with the CONTRACT.

8. ASSIGNMENT AND SUBCONTRACTING

8.1 Assignment

(a) The COMPANY is entitled to assign the CONTRACT or any part of it or any benefit or interest in or under it to any CO-VENTURER or AFFILIATE of the COMPANY. In addition the COMPANY may make any such assignment to any other third party but only with the prior agreement of the CONTRACTOR that shall not unreasonably be withheld or delayed.

(b) The CONTRACTOR undertakes that, in the event of any assignment described above, it will execute without delay a formal assignment of interest in the CONTRACT to the relevant party, to be effective upon the written assumption by the assignee of all obligations of the COMPANY under the CONTRACT.

(c) The CONTRACTOR shall assign neither the CONTRACT nor any part of it nor any benefit or interest in or under it without the prior approval of the COMPANY, which approval shall not unreasonably be withheld or delayed.

8.2 Subcontracting

(a) The CONTRACTOR shall not subcontract the whole of the WORK. The CONTRACTOR shall not subcontract any part of the WORK without the prior approval of the COMPANY which approval shall

not unreasonably be withheld or delayed.

(b) Before entering into any SUBCONTRACT, whether provided for in the CONTRACT or not, the COMPANY shall be given an adequate opportunity to review the form of SUBCONTRACT, the choice of SUBCONTRACTOR, the part of the WORK included in the SUBCONTRACT and any other relevant details requested by the COMPANY.

(c) No SUBCONTRACT shall bind or purport to bind the COMPANY or the CO-VENTURERS. Nevertheless the CONTRACTOR shall ensure that any SUBCONTRACTOR shall be bound by and observe the provisions of the CONTRACT in so far as they apply to the SUBCONTRACT.

Each SUBCONTRACT shall expressly provide for the CONTRACTOR's unconditional right of assignment of the SUBCONTRACT to the COMPANY in the event that the COMPANY terminates the CONTRACT or the WORK.

(d) The CONTRACTOR shall be responsible for all work, acts, omissions and defaults of any SUBCONTRACTOR as fully as if they were work, acts, omissions or defaults of the CONTRACTOR.

9. CONTRACTOR PERSONNEL

9.1 The CONTRACTOR undertakes to provide sufficient personnel at all times to ensure performance and completion of the WORK in accordance with the provisions of the CONTRACT.

9.2 All personnel employed on the WORK shall, for the work that they are required to perform, be competent, properly qualified, skilled and experienced as required by the CONTRACT or in accordance with good industry practice in the absence of any such requirements. The CONTRACTOR shall verify all relevant qualifications of such personnel.

9.3 Where key personnel of the CONTRACTOR are specified in the CONTRACT they shall not be replaced without the prior approval of the COMPANY. Any replacement shall work with the person to be replaced for a reasonable handover period.

9.4 The CONTRACTOR shall ensure that such key personnel and supervisory personnel of the CONTRACTOR and SUBCONTRACTORS shall read, write and speak fluent English.

9.5 The CONTRACTOR shall make its own arrangements for the engagement of personnel, local or otherwise, and, save in so far as the CONTRACT otherwise provides, for their payment and onshore transport, housing, maintenance and board and lodging.

9.6 The CONTRACTOR shall be as responsible for any WORK performed by any agency personnel and by any other person provided by the CONTRACTOR in connection with the WORK as if the WORK was performed by the employees of the CONTRACTOR.

9.7 The CONTRACTOR shall ensure that all employees of the CONTRACTOR and any SUBCONTRACTOR engaged in the performance of the WORK comply with applicable laws including immigration laws and where required are in possession of a valid work permit for the duration of the CONTRACT. When requested details of such work permits shall be submitted to the COMPANY prior to the employee being engaged in the WORK.

9.8 The COMPANY may instruct the CONTRACTOR to remove from the WORKSITE any person engaged in any part of the WORK who in the reasonable opinion of the COMPANY is either:

- (a) incompetent or negligent in the performance of his duties; or

- (b) engaged in activities which are contrary or detrimental to the interests of the COMPANY; or
- (c) not conforming with relevant safety procedures described in Section V - Specifications and Drawings or persists in any conduct likely to be prejudicial to safety, health or the environment.

Any such person shall be removed forthwith from the WORKSITE. Any person removed for any of the above reasons shall not be engaged again in the WORK or on any other work of the COMPANY without the prior approval of the COMPANY.

The CONTRACTOR shall provide a suitable replacement for any such person within twenty four (24) hours or such longer time as may be agreed by the COMPANY.

10. EXAMINATIONS AND DEFECTS CORRECTION

10.1 Examinations

In order to confirm that the requirements of the CONTRACT are met the COMPANY shall have the right but not the obligation, at all times during the performance of the WORK to examine the WORK, and all documentation relating thereto, and to reject any item which does not comply with all the requirements of the CONTRACT.

Neither failure on the part of the COMPANY or others to inspect the WORK or witness or test or to discover defects nor failure to reject work performed by the CONTRACTOR that is not in accordance with the CONTRACT shall relieve the CONTRACTOR from any liability or obligation under the CONTRACT.

10.2 Defects Correction

- (a) The CONTRACTOR warrants and guarantees that it has performed and shall perform the WORK in accordance with the provisions of the CONTRACT, and that the WORK will be free from defects.
- (b) In the event that the COMPANY notifies the CONTRACTOR of any defects in the WORK prior to the commencement of or within the Defects Correction Period specified in Appendix 1 to Section I – Form of Agreement, the CONTRACTOR shall, subject to the operational requirements of the COMPANY and the provisions of Clause 10.2(c), carry out all works necessary to correct any defects in the WORK arising from any default of the CONTRACTOR.
- (c) In the event that any of the WORK is reperformed, rectified or replaced by the CONTRACTOR under the provisions of this Clause 10.2, this Clause 10.2 shall apply to the portion so reperformed, rectified or replaced. The Defects Correction Period specified in Appendix 1 to Section I – Form of Agreement in respect of such work, shall commence on the date upon which such reperformance, rectification or replacement was completed in accordance with the CONTRACT.
- (d) The COMPANY may decide that the carrying out by the CONTRACTOR of work necessary to correct defects will be prejudicial to its interests. In such cases the COMPANY may undertake the CONTRACTOR's responsibilities described in Clause 10.2(b). The COMPANY shall notify the CONTRACTOR in such cases and shall be

entitled to recover from the CONTRACTOR all additional costs reasonably incurred by the COMPANY as a direct result of carrying out such responsibilities.

- (e) For the purposes of Clauses 10.2(b) and 10.2(c) the CONTRACTOR shall not be liable to the COMPANY for the costs (if any) of COMPANY-provided transport of personnel between onshore and offshore or for the costs of offshore accommodation and messing except for “no-show” or late cancellation charges if provided for elsewhere in the CONTRACT.

11. VARIATIONS

11.1 The COMPANY has the right to issue instructions to the CONTRACTOR at any time to make any variations to the WORK that is within the capability and resources of the CONTRACTOR. The CONTRACTOR shall proceed immediately as instructed.

11.2 Any adjustment to the CONTRACT PRICE resulting from any variation shall be valued at the appropriate rates and prices included in the CONTRACT or, in the absence of any appropriate rates and prices, a fair valuation shall be made.

12. FORCE MAJEURE

12.1 Neither the COMPANY nor the CONTRACTOR shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined, which has been notified in accordance with this Clause 12 and which is beyond the control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against.

12.2 For the purposes of this CONTRACT only the following occurrences shall be force majeure.

- (a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
- (b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (d) Earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity;
- (e) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected party its subcontractors or its suppliers and which affect a substantial or essential portion of the WORK;
- (f) Maritime or aviation disasters;
- (g) Changes to any general or local Statute, Ordinance, Decree, or other Law, or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, Law, regulation or bye-law.

12.3 In the event of a force majeure occurrence, the party that is or may be delayed in performing the CONTRACT shall notify the other party without delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.

12.4 Save as otherwise expressly provided in the CONTRACT, no payments of whatever nature shall be made in respect of a force majeure occurrence.

12.5 Following notification of a force majeure occurrence in accordance with Clause 12.3, the COMPANY and the CONTRACTOR shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

13. SUSPENSION

13.1 The COMPANY shall have the right, by notice to the CONTRACTOR, to suspend the WORK or any part thereof to the extent detailed in the notice, for any of the following reasons;

- (a) subject only to Clause 13.3, in the event of some default on the part of the CONTRACTOR; or
- (b) in the event that suspension is necessary for the proper execution or safety of the WORK, or persons; or
- (c) to suit the convenience of the COMPANY.

13.2 Upon receipt of any such notice, the CONTRACTOR shall, unless instructed otherwise;

- (a) discontinue the WORK or the part of the WORK detailed in the notice, on the date and to the extent specified, and
- (b) properly protect and secure the WORK as required by the COMPANY.

13.3 In the event of default on the part of the CONTRACTOR and before the issue by the COMPANY of a notice to suspend the WORK or any part thereof the COMPANY shall give notice of default to the CONTRACTOR giving details of such default. If the CONTRACTOR, upon receipt of such notice, does not commence and thereafter continuously proceed with action satisfactory to the COMPANY to remedy such default the COMPANY may issue a notice of suspension in accordance with the provisions of Clause 13.1.

13.4 Unless the suspension arises as a result of default on the part of the CONTRACTOR, the CONTRACTOR shall be reimbursed in accordance with the relevant provisions of Section VIII - Schedule of Prices or, in the absence of such provisions, in accordance with Clause 11.

13.5 If suspension results from default on the part of the CONTRACTOR, any additional costs reasonably incurred by the COMPANY as a direct result shall be recoverable by the COMPANY from the CONTRACTOR.

13.6 The COMPANY may, by further notice, instruct the CONTRACTOR to resume the WORK to the extent specified.

13.7 In the event of any suspension, the COMPANY and the CONTRACTOR shall meet at not more than seven (7) day intervals with a view to agreeing a mutually acceptable course of action during the suspension.

13.8 If the period of any suspension not arising as a result of default on the part of the

CONTRACTOR exceeds the period stated in Appendix 1 to Section I - Form of Agreement the CONTRACTOR may serve a notice on the COMPANY requiring permission within fourteen (14) days from the receipt of such notice to proceed with the WORK or that part thereof subject to suspension. If within the said fourteen (14) days the COMPANY does not grant such permission the CONTRACTOR, by a further notice, may (but is not bound to) elect to treat the suspension as either:

- (a) where it affects part only of the WORK, an omission of such part under Clause 11; or
- (b) where it affects the whole of the WORK, termination in accordance with Clause 24.1(a).

14. TERMS OF PAYMENT

14.1 For the performance and completion of the WORK, the COMPANY shall pay or cause to be paid to the CONTRACTOR the amounts provided in Section VIII - Schedule of Prices at the times and in the manner specified in Section VIII and in this Clause.

14.2 Except where it is expressly provided that the COMPANY shall carry out an obligation under the CONTRACT at its own cost, all things to be supplied or performed by the CONTRACTOR under the CONTRACT shall be deemed to be included in the rates and prices included in Section VIII - Schedule of Prices.

14.3 The CONTRACTOR shall submit to the COMPANY an invoice within thirty (30) days after the end of each calendar month.

Following completion of the whole of the WORK, the CONTRACTOR shall not be entitled to receive any payment on any invoice received by the COMPANY after the time specified in Appendix 1 to Section I – Form of Agreement as the latest time for receipt of invoices. Nevertheless the COMPANY may, at its sole discretion, make payment against any such invoice.

14.4 To the extent that payments to be made under the CONTRACT attract Value Added Tax, the CONTRACTOR shall issue to the COMPANY a proper Value Added Tax invoice, which shall detail the proper amount of such Value Added Tax payable. Value Added Tax shall be added to the CONTRACT PRICE that can be demonstrated by CONTRACTOR as appropriate.

14.5 Each invoice shall show separately the individual amounts under each of the headings in Section VIII - Schedule of Prices, and shall quote the COMPANY Contract Reference Number, Title and such other details as may be specified in the CONTRACT.

Each invoice shall be forwarded to Accounts Payable at the address specified in the CONTRACT.

14.6 Within thirty (30) days from receipt, of a correctly prepared and adequately supported invoice, by the COMPANY at the address specified in Clause 14.5, the COMPANY shall make payment of the due amount in the appropriate currency into the bank account of the CONTRACTOR specified in the CONTRACT or otherwise notified by the CONTRACTOR.

14.7 If the COMPANY disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, the COMPANY shall notify the CONTRACTOR of the reasons and request the CONTRACTOR to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note the COMPANY shall be obliged to pay the undisputed part of a disputed invoice.

If any other dispute connected with the CONTRACT exists between the parties the COMPANY may withhold from any money which becomes payable under the CONTRACT the amount which is the subject of the dispute. The COMPANY shall not be entitled to withhold monies due to the

CONTRACTOR under any other contracts with the COMPANY as set off against disputes under the CONTRACT, nor shall it be entitled to withhold monies due under the CONTRACT as set off against disputes under any other contract.

On settlement of any dispute the CONTRACTOR shall submit an invoice for sums due and the COMPANY shall make the appropriate payment in accordance with the provisions of Clause 14.6 and Clause 14.9 where applicable.

14.8 Neither the presentation nor payment or non-payment of an individual invoice shall constitute a settlement of a dispute, an accord and satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the parties hereunder.

In particular the COMPANY may correct or modify any sum previously paid in any or all of the following circumstances:

- (a) any such sum was incorrect;
- (b) any such sum was not properly payable to the CONTRACTOR;
- (c) any work in respect of which payment has been made and which does not comply with the terms of the CONTRACT.

14.9 If the COMPANY at any time incurs costs which, under the provisions of the CONTRACT, the COMPANY is entitled to recover from the CONTRACTOR, the COMPANY may invoice the CONTRACTOR for such costs, provided always that the COMPANY may deduct the amount of such costs from any amount due, or that may become due to the CONTRACTOR under the CONTRACT.

The CONTRACTOR shall pay the COMPANY within thirty (30) days of receipt of invoice any sums outstanding after such deduction.

14.10 For the purposes of Clause 14.9 and elsewhere in the CONTRACT, wherever a party to the CONTRACT is entitled to recover from another party any costs incurred, then the amount of such costs shall be the amount of all claims, loss, damages, charges, disbursements, costs (including amounts paid to third parties), overheads and expenses directly resulting from the matter in question, but no element of profit.

15. TAXES AND TAX EXEMPTION CERTIFICATES

15.1 The CONTRACTOR shall in accordance with the provisions of Clause 18, except as may otherwise be provided in Section VIII - Schedule of Prices, be responsible for:

- (a) the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) for which the CONTRACTOR is liable as imposed by any appropriate government authority whether of Brunei Darussalam or elsewhere, whether or not they are calculated by reference to the wages, salaries, benefits or expenses and other remuneration paid directly or indirectly to persons engaged or employed by the CONTRACTOR; and
- (b) the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) including but not limited to income, profits, corporation taxes and taxes on capital gains, turnover and added value taxes for which the CONTRACTOR is liable, whether arising in Brunei Darussalam, its territorial waters or elsewhere, now or hereafter levied or imposed by any appropriate government authority whether of Brunei Darussalam or elsewhere, arising from this CONTRACT; and

- (c) compliance with all statutory obligations to make deductions on account of and to remit the required amounts to any appropriate government authority whether of Brunei Darussalam or elsewhere, including, but not limited to income tax, TAP, employee taxes, charges, levies and contributions whether or not they are measured by the wages, salaries or other remuneration or benefits paid to persons employed by the CONTRACTOR, or persons providing services in connection with the CONTRACT to the CONTRACTOR, and the imposition of a similar obligation upon all SUBCONTRACTORS or any other persons employed by them or providing services to them in connection with the CONTRACT; and
- (d) ensuring that any SUBCONTRACTOR or any other person employed, or providing services on or in connection with the CONTRACT shall comply with this Clause 15.

15.2 The CONTRACTOR shall supply to the COMPANY all such information, in connection with activities under the CONTRACT, as is necessary to enable the COMPANY to comply with the lawful demands for such information by any appropriate government authority whether of Brunei Darussalam or elsewhere.

16. OWNERSHIP

16.1 The COMPANY shall retain title to COMPANY-provided items and information, including but not limited to, TECHNICAL INFORMATION and materials and equipment.

COMPANY-provided items in the possession of the CONTRACTOR shall be suitably marked or clearly identified as the property of the COMPANY and be adequately preserved against deterioration in secure storage. As far as possible, all such COMPANY-provided items shall be segregated from equipment, materials and supplies provided by the CONTRACTOR.

The CONTRACTOR shall maintain an approved inventory system to record the status of all COMPANY-provided items in the possession of the CONTRACTOR and shall furnish the COMPANY a copy of such status records upon demand.

The CONTRACTOR shall perform a stock-check of the inventory at six-monthly intervals or as reasonably required by the COMPANY. The COMPANY shall have the right but not the obligation at all times during the performance of the WORK to attend stock-checks or to examine the inventory. The CONTRACTOR shall notify the COMPANY of any COMPANY-provided items that have been damaged or lost (other than items damaged or irretrievably lost-in-hole) by the CONTRACTOR and in such cases the COMPANY shall be entitled to either:

- (i) instruct the CONTRACTOR to obtain a replacement to the reasonable satisfaction of the COMPANY; or
- (ii) recover from the CONTRACTOR all costs properly incurred by the COMPANY in its replacement.

16.2 All equipment, materials and supplies provided by the CONTRACTOR for incorporation into the WORK shall become and be clearly identified as the property of the COMPANY upon delivery to the WORKSITE or payment by the COMPANY whichever is the earlier.

The CONTRACTOR shall ensure that all CONTRACTOR-provided items are free from all liens and/or retention of title claims from any third party.

16.3 Title to any equipment, materials and supplies provided by the CONTRACTOR which do not comply with the requirements of the CONTRACT and which are rejected by the COMPANY, shall re-vest immediately in the CONTRACTOR.

Title to such items provided by the CONTRACTOR for which no payment has been made by the COMPANY and which are no longer required for the purposes of the CONTRACT, shall re-vest in the CONTRACTOR.

17. PATENTS AND OTHER PROPRIETARY RIGHTS

17.1 Neither the COMPANY nor the CONTRACTOR shall have the right of use, other than for the purposes of the CONTRACT, whether directly or indirectly, of any patent, copyright, proprietary right or confidential know how, trademark or process provided by the other party and the intellectual property rights in such shall remain with the party providing such patent, copyright, proprietary right or confidential know how, trademark or process.

17.2 Where any potential patent or registrable right in any country in the world results from:

- (a) developments by the CONTRACTOR GROUP which are based wholly on data, equipment, processes, substances and the like in the possession of the CONTRACTOR GROUP at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT or otherwise produced outside of the CONTRACT; or
- (b) enhancements of or in the existing intellectual property rights of the CONTRACTOR GROUP,

such rights shall vest in the CONTRACTOR or another company within the CONTRACTOR GROUP as the case may be.

17.3 Where any potential patent or registrable right in any country in the world results from:

- (a) developments by the COMPANY GROUP which are based wholly on data, equipment, processes, substances and the like in the possession of the COMPANY GROUP at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT or otherwise produced outside of the CONTRACT; or
- (b) enhancements of or in the existing intellectual property rights of the COMPANY GROUP,

such rights shall vest in the COMPANY and its AFFILIATES or CO-VENTURERS as the case may be.

17.4 Except as provided in Clause 17.1, Clause 17.2 and Clause 17.3, where any potential patent or registrable right in any country in the world arises out of the WORK and is invented during the term of the CONTRACT, such rights shall vest in the party or parties specified in Appendix 1 to Section I – Form of Agreement.

17.5 Where under Clause 17.4 a right vests in one of the parties absolutely, such party may at its sole discretion give the other party and its AFFILIATES and its CO-VENTURERS a royalty free, irrevocable, non-exclusive, non-transferable, world-wide licence to use such right which shall not be sub-licensed.

17.6 Where under Clause 17.4 a right vests in the parties jointly, then the parties shall unless otherwise agreed in writing jointly file a patent or other registration application in that joint right.

17.7 The CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY GROUP from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected

right arising out of or in connection with the performance of the obligations of the CONTRACTOR under the CONTRACT except where such infringement necessarily arises from the TECHNICAL INFORMATION and/or the COMPANY's instructions. However, the CONTRACTOR shall use its reasonable endeavours to identify any infringement in the TECHNICAL INFORMATION and/or in the COMPANY's instructions of any patent or proprietary or protected right, and should the CONTRACTOR become aware of such infringement or possible infringement then the CONTRACTOR shall inform the COMPANY immediately.

17.8 The COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the COMPANY under the CONTRACT or the use by the CONTRACTOR of TECHNICAL INFORMATION or materials or equipment supplied by the COMPANY.

18. LAWS AND REGULATIONS

18.1 The CONTRACTOR shall comply with all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the WORK and/or the WORKSITE.

18.2 The CONTRACTOR shall obtain all licences, permits, temporary permits and authorisations required by the applicable laws, rules and regulations for the performance of the WORK, save to the extent that the same can only be legally obtained by COMPANY.

18.3 Should changes in any applicable laws, rules and regulations, made after the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT, result in increases or decreases in the cost to the CONTRACTOR of performing the WORK, the CONTRACT PRICE shall be adjusted to the extent described in Section VIII - Schedule of Prices, or as otherwise may be agreed between the parties.

19. INDEMNITIES

19.1 The CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the COMPANY GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- (a) loss of or damage to property of the CONTRACTOR GROUP whether owned, hired, leased or otherwise provided by the CONTRACTOR GROUP arising from, relating to or in connection with the performance or non-performance of the CONTRACT; and
- (b) personal injury including death or disease to any person employed by the CONTRACTOR GROUP arising from, relating to or in connection with the performance or non-performance of the CONTRACT; and
- (c) subject to any other express provisions of the CONTRACT, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the CONTRACTOR GROUP. For the purposes of this Clause 19.1(c) "third party" shall mean any party which is not a member of the COMPANY GROUP or CONTRACTOR GROUP.

19.2 The COMPANY shall be responsible for and shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- (a) loss of or damage to property of the COMPANY GROUP, whether :-
 - (i) owned by the COMPANY GROUP, or
 - (ii) leased or otherwise obtained under arrangements with financial institutions by the COMPANY GROUP

which is located at the WORKSITE arising from, relating to or in connection with the performance or non-performance of the CONTRACT; and

- (b) personal injury including death or disease to any person employed by the COMPANY GROUP arising from, relating to or in connection with the performance or non-performance of the CONTRACT; and
- (c) subject to any other express provisions of the CONTRACT, personal injury including death or disease or loss of or damage to the property of any third party 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 COMPANY GROUP. For the purposes of this Clause 19.2(c) "third party" shall mean any party which is not a member of the CONTRACTOR GROUP or COMPANY GROUP.

19.3 Except as provided by Clause 19.1(a), Clause 19.1(b) and Clause 19.4, the COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from and against any claim of whatsoever nature arising from pollution emanating from the reservoir or from the property of the COMPANY GROUP arising from, relating to or in connection with the performance or non-performance of the CONTRACT.

19.4 Except as provided by Clause 19.2(a) and Clause 19.2(b) the CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY GROUP from and against any claim of whatsoever nature arising from pollution occurring on the premises of the CONTRACTOR GROUP or emanating from the property and equipment of the CONTRACTOR GROUP (including but not limited to marine vessels) arising from, relating to or in connection with the performance or non-performance of the CONTRACT.

19.5 All exclusions and indemnities given under this Clause (save for those under Clauses 19.1(c) and 19.2(c)) and Clause 21 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

19.6 If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall co-operate fully in investigating the incident.

20. INSURANCE BY CONTRACTOR

20.1 The CONTRACTOR shall arrange as a minimum the insurances set out in this Clause 20 and ensure that they are in full force and effect throughout the life of the CONTRACT. All such insurances shall be placed with reputable and substantial insurers, satisfactory to the COMPANY, and shall for all insurances (including insurances provided by SUBCONTRACTORS) other than Employers' Liability Insurance/Workmen's Compensation to the extent of the liabilities assumed by the CONTRACTOR under the CONTRACT, include the COMPANY, CO-VENTURERS and its and their respective AFFILIATES as additional assureds. All insurances required under this Clause 20 shall be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights against the COMPANY, CO-VENTURERS and its and their respective AFFILIATES in relation to the CONTRACT to the extent of the liabilities assumed by the CONTRACTOR under the CONTRACT. Such insurances shall also where possible, provide that the COMPANY shall be given not less than

thirty (30) days notice of cancellation of or material change to cover. The provisions of this Clause 20 shall in no way limit the liability of the CONTRACTOR under the CONTRACT.

20.2 The insurances required to be effected under Clause 20.1 shall be as follows (to the extent that they are relevant to the WORK):

- (a) Employers' Liability and/or (where the jurisdiction of where the WORK is to be performed or under which the employees employed requires the same) Workmen's Compensation insurance covering personal injury to or death of the employees of the CONTRACTOR engaged in the performance of the WORK to the value of five million Brunei dollars (B\$5,000,000.00) or to the minimum required by any applicable legislation whichever is the greater including extended cover (where required) for working offshore;
- (b) General Third Party Liability insurance for any incident or series of incidents covering the operations of the CONTRACTOR in the performance of the CONTRACT to the value of five million United States dollars (\$5,000,000.00) or to the minimum value required by any applicable legislation, whichever is the greater;
- (c) Third Party and Passenger Liability insurance and other motor insurance as required by applicable jurisdiction;
- (d) such further insurances (if any) as set out in Appendix 1 to Section I - Form of Agreement.

20.3 The CONTRACTOR shall supply the COMPANY with evidence of such insurances on or before the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT and on demand thereafter.

20.4 The CONTRACTOR shall procure that SUBCONTRACTORS are insured to appropriate levels as may be relevant to their work.

21. CONSEQUENTIAL LOSS

For the purposes of this Clause 21 the expression "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 revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i), and whether or not foreseeable at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT.

Notwithstanding any provision to the contrary elsewhere in the CONTRACT and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the CONTRACT, the COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from the COMPANY GROUP's own Consequential Loss and the CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY GROUP from the CONTRACTOR GROUP's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the CONTRACT.

22. CONFIDENTIALITY

22.1 The CONTRACTOR shall at no time without the prior agreement of the COMPANY either:

- (a) make any publicity releases or announcements concerning the subject matter of the CONTRACT; or
- (b) except as may be necessary to enable the CONTRACTOR to perform its obligations under the CONTRACT, use, reproduce, copy, disclose to, place at the disposal of or use on behalf of any third party or enable any third party to use, peruse or copy any information including but not limited to drawings, data, and computer software which:
 - (i) is provided to the CONTRACTOR by or on behalf of the COMPANY, the CO-VENTURERS or its or their AFFILIATES in or in relation to the CONTRACT; or
 - (ii) vest in the COMPANY in accordance with the CONTRACT; or
 - (iii) the CONTRACTOR prepares in connection with the WORK.

22.2 The provisions of Clause 22.1 shall not apply to information which:

- (a) is part of the public domain; or
- (b) was in the possession of the CONTRACTOR prior to award of the CONTRACT and which was not subject to any obligation of confidentiality owed to the COMPANY; or
- (c) was received from a third party whose possession is lawful and who is under no obligation not to disclose; or
- (d) is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the WORK or the CONTRACTOR, or of any relevant stock exchange; or
- (e) is used or disclosed by the CONTRACTOR five (5) years or more after the completion of the WORK.

22.3 The CONTRACTOR shall ensure that the provisions of this Clause 22 are incorporated in any SUBCONTRACT and that the officers, employees and agents of the CONTRACTOR and of the SUBCONTRACTORS comply with the same.

22.4 All information provided by the CONTRACTOR that the CONTRACTOR wishes to remain confidential shall be clearly marked as confidential provided, however, that any such information relating to the CONTRACTOR's pricing and trade secrets shall always be treated as confidential by the COMPANY without the necessity on the part of the CONTRACTOR to clearly mark as such. In respect of such confidential information, the COMPANY shall be entitled to :

- (a) disclose to and authorise use by the COMPANY GROUP; and
- (b) disclose pursuant to any statutory or other legal requirement; and
- (c) subject to the CONTRACTOR's prior consent, which shall not be unreasonably withheld or delayed, disclose to and authorise use by third parties to the extent necessary for the execution and maintenance of the project and/or structure and/or facility in connection with which the WORK is to be performed.

Notwithstanding the above, the COMPANY shall, and shall ensure that its officers, employees and agents take all reasonable measures to protect confidential information of the CONTRACTOR concerning or arising from the CONTRACT for a period of five (5) years from the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT. For the avoidance of doubt, the provisions of this Clause 22.4 shall not apply to information which vests in the COMPANY in accordance with the

CONTRACT.

23. CUSTOMS PROCEDURES

22.1 The CONTRACTOR shall pay and make payment at such times when due and payable, all import/export taxes and duties on materials, goods, tools, equipment and supplies required for the CONTRACT and imported or exported by the CONTRACTOR. The CONTRACTOR will be responsible for ensuring that it procures and holds the necessary import/export documentation issued by the relevant authorities prior to the commencement of the WORK.

22.2 Where equipment and materials are sold to the COMPANY under the CONTRACT the CONTRACTOR shall:

- (a) prepare and provide to the COMPANY full documentation to show and certify all information regarding items subject to customs control, including the origin and customs status as may be necessary for the COMPANY to minimise or nullify the effect of customs duty on such items; and
- (b) make available on a confidential basis to Royal Customs and Excise all data reasonably necessary to enable the CONTRACTOR to obtain the maximum benefits in terms of relief from customs duty and shall pass all such benefits in full to the COMPANY; and
- (c) inform the COMPANY without delay in the event that the CONTRACTOR is unsuccessful in any application for relief from customs duty. In such event, the COMPANY shall have the option to import or export or re-import any items affected under its own procedure.

24. TERMINATION

24.1 The COMPANY shall have the right by giving notice to terminate all or any part of the WORK or the CONTRACT at such time or times as the COMPANY may consider necessary for any or all of the following reasons:

- (a) to suit the convenience of the COMPANY; or
- (b) subject only to Clause 24.2 in the event of any default on the part of the CONTRACTOR; or
- (c) in the event of the CONTRACTOR becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order of the CONTRACTOR being made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional Liquidator, Receiver, Administrator or Manager of its business or undertaking being appointed or possession being taken by or on behalf of the holders of any debenture secured by a Floating Charge of any property comprised in or subject to the Floating Charge, or any equivalent act or thing being done or suffered under any applicable law.

24.2 In the event of default on the part of the CONTRACTOR and before the issue by the COMPANY of an order of termination of all or any part of the WORK or the CONTRACT, the COMPANY shall give notice of default to the CONTRACTOR giving the details of such default. If the CONTRACTOR upon receipt of such notice does not commence and thereafter continuously proceed with action satisfactory to the COMPANY to remedy such default the COMPANY may issue a notice of

termination in accordance with the provisions of Clause 24.1.

24.3 In the event of the COMPANY giving the CONTRACTOR notice of termination of all or any part of the WORK or the CONTRACT, such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice) whereupon the CONTRACTOR shall immediately:

- (a) cease performance of the WORK or such part thereof as may be specified in the notice;
- (b) allow the COMPANY or its nominee full right of access to take over the WORK or the relevant part of the WORK;
- (c) assign to the COMPANY, or its nominee, to the extent desired by the COMPANY all or the relevant parts of the rights, titles, liabilities and SUBCONTRACTS relating to the WORK which the CONTRACTOR may have acquired or entered into.

In the event of termination under Clause 24.1(b) or 24.1(c) the COMPANY shall have the right to obtain completion of the WORK or the relevant part of the WORK by other contractors.

24.4 In the event of termination under Clause 24.1(a) the CONTRACTOR shall be entitled to payment as set out in Section VIII - Schedule of Prices for the part of the WORK performed in accordance with the CONTRACT together with such other payments and fees as may be set out in that Section or, in the absence of such provisions, such reasonable costs as agreed between the parties at the time of termination.

24.5 In the event of termination of part of the WORK in accordance with Clause 24.1(b) the CONTRACTOR shall be entitled to payment only as set out in Section VIII - Schedule of Prices for the part of the WORK performed in accordance with the CONTRACT. Any additional costs reasonably incurred by the COMPANY as a direct result of such termination shall be recoverable from the CONTRACTOR.

24.6 In the event of termination of all of the WORK or the CONTRACT in accordance with Clause 24.1(b) or Clause 24.1(c) the following conditions shall apply:

- (a) the CONTRACTOR shall cease to be entitled to receive any money or monies on account of the CONTRACT until the costs of completion and all other costs arising as a result of the CONTRACTOR's default or other events giving rise to the termination have been finally ascertained;
- (b) thereafter and subject to any deductions that may be made under the provisions of the CONTRACT the CONTRACTOR shall be entitled to payment only as set out in Section VIII - Schedule of Prices for the part of the WORK completed in accordance with the CONTRACT up to the date of termination; and
- (c) any additional costs reasonably incurred by the COMPANY as a direct result of the CONTRACTOR's default or other events giving rise to termination shall be recoverable from the CONTRACTOR.

24.7

- (a) In the event of termination of the CONTRACT the rights and obligations of the parties included in the following Sections and Clauses shall remain in full force and effect:
 - (i) Section I - FORM OF AGREEMENT
 - (ii) Section III – GENERAL CONDITIONS OF CONTRACT Clauses 4, 8, 14, 15, 16,

17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, and 31.

(iii) Such additional Clauses and Special Conditions of Contract (if any) as are set out in Appendix 1 to Section I - Form of Agreement.

(b) In the event of termination of all or any part of the WORK the whole of the CONTRACT shall remain in full force and effect.

25. AUDIT AND STORAGE OF DOCUMENTS

25.1 During the course of the WORK and for a period ending six (6) years thereafter, the COMPANY or its duly authorised representative shall have the right to audit at all reasonable times and, upon request, take copies of all of the CONTRACTOR's records (including data stored on computers), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to;

- (a) all invoiced charges made by the CONTRACTOR on the COMPANY; and
- (b) any provision of this CONTRACT under which the CONTRACTOR has obligations the performance of which is capable of being verified by audit.

In this respect the COMPANY shall not be entitled to investigate the make up of rates and lump sums included in the CONTRACT except to the extent necessary for the proper evaluation of any VARIATIONS.

25.2 The CONTRACTOR shall co-operate fully with the COMPANY and/or its representatives in the carrying out of any audit required by the COMPANY. The COMPANY will conduct any audit in a manner which will keep to a reasonable minimum any inconvenience to the CONTRACTOR.

25.3 The CONTRACTOR shall obtain equivalent rights of audit to those specified above from all SUBCONTRACTORS and will cause such rights to extend to the COMPANY.

25.4 The COMPANY and the CONTRACTOR shall keep all documents and data, including that which is stored on computers, related to this CONTRACT for a period of six (6) years after the date of completion of the WORK.

26. LIENS

26.1 The CONTRACTOR shall not claim any lien or attachment on the WORK or on any property of the COMPANY in the possession of the CONTRACTOR or at the WORKSITE.

26.2 Without prejudice to any other provisions of this Clause 26, the CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY from and against all liens or attachments by any SUBCONTRACTORS in connection with or arising out of the CONTRACT.

26.3 The CONTRACTOR shall immediately notify the COMPANY of any possible lien or attachment that may affect the WORK or any part thereof.

26.4 If at any time there is evidence of any lien or attachment to which, if established, the COMPANY or its property might be subjected, whether made by any persons against the CONTRACTOR or made by any SUBCONTRACTOR against the COMPANY, then the COMPANY shall have the right to withhold and/or set off or otherwise recover from the CONTRACTOR such sum of money as will fully indemnify the COMPANY against any such lien or attachment.

26.5 Before withholding any payment due to the CONTRACTOR in accordance with Clause 26.4, the COMPANY shall give to the CONTRACTOR a reasonable opportunity to demonstrate that the purported lien or attachment is either unenforceable or is covered by the provisions of a security to the reasonable satisfaction of the COMPANY.

26.6 For the purpose of this Clause 26 reference to the COMPANY shall include the CO-VENTURERS and its and their AFFILIATES and references to the CONTRACTOR shall include its AFFILIATES.

27. BUSINESS ETHICS

27.1 The CONTRACTOR acknowledges and understands the COMPANY GROUP's "Statement of General Business Principles" (SGBP). The CONTRACTOR shall ensure that it meets the ethics standards expected of contractors, in particular those dealing with Business Integrity, as detailed in the SGBP.

27.2 The COMPANY shall be entitled to terminate the CONTRACT and to recover from the CONTRACTOR the amount of any loss arising from such termination if:

- (a) Any member of the CONTRACTOR GROUP offers, gives or agrees to give, or receives or agrees to receive, at any time, to or from any person, any gift or favour or releases or agrees to release any obligation to or from any person as an inducement or reward for:
 - (i) doing or forbearing to do (or for having done or forborne to do) any act which relates to the obtaining or execution of the CONTRACT, or
 - (ii) showing or forbearing to show favour to any person in relation to any contract with the COMPANY, or
- (b) The gifts or favours referred to in sub-clause (1) above have been offered by any person or persons employed by the CONTRACTOR GROUP or acting on their behalf (whether with or without their knowledge), or
- (c) The CONTRACTOR GROUP or any person employed by either of them or acting on their behalf has, in relation to any contract with the COMPANY,
 - (i) committed, abetted or attempted to commit any offence, or
 - (ii) given any fee or reward the receipt of which is an offence under the Brunei Penal Code or Prevention of Corruption Act 1982 including any amendment or re-enactment (or any similar law or enactment in force at either the CONTRACTOR's place of business or the place for performance of any part of the WORK outside Brunei Darussalam).

28. GENERAL LEGAL PROVISIONS

28.1 Waiver

None of the terms and conditions of the CONTRACT shall be considered to be waived by either the COMPANY or the CONTRACTOR unless a waiver is given in writing by one party to the other. No failure on the part of either party to enforce any of the terms and conditions of the CONTRACT shall constitute a waiver of such terms.

28.2 Retention of Rights

Subject to the provisions of Clauses 19 and 29, unless otherwise specifically stated in the CONTRACT, both the COMPANY and the CONTRACTOR shall retain all rights and remedies, both under the CONTRACT and at law, which either may have against the other.

The CONTRACTOR shall not be relieved from any liability or obligation under the CONTRACT by any review, approval, authorisation, acknowledgement or the like, by the COMPANY.

28.3 Independence of the CONTRACTOR

The CONTRACTOR shall act as an independent contractor with respect to the WORK and shall exercise control, supervision, management and direction as to the method and manner of obtaining the results required by the COMPANY.

28.4 Proper Law and Language

The CONTRACT shall be construed and take effect in accordance with English Law excluding those conflict of law rules and choice of law principles which would deem otherwise and, subject to the provisions of Clause 30, shall be subject to the exclusive jurisdiction of the Brunei Courts.

The ruling language of the CONTRACT shall be the English Language.

28.5 Notices

All notices in respect of the CONTRACT shall be given in writing and delivered by COMPANY or CONTRACTOR by hand, by telefax or by courier service to the relevant address specified in Appendix 1 to Section I - Form of Agreement and copied to such other office or offices of the parties as shall from time to time be nominated by them in writing to the other.

Such notices shall be effective:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by telefax, on the first working day at the recipient address following the date of sending; or
- (c) if sent by courier service, at the time of delivery.

28.6 Status of COMPANY

The COMPANY enters into the CONTRACT for itself and as agent for and on behalf of the other CO-VENTURERS. Without prejudice to the provisions of Clause 31 and notwithstanding the above:

- (a) the CONTRACTOR agrees to look only to the COMPANY for the due performance of the CONTRACT and nothing contained in the CONTRACT will impose any liability upon, or entitle the CONTRACTOR to commence any proceedings against any CO-VENTURER other than the COMPANY; and
- (b) the COMPANY is entitled to enforce the CONTRACT on behalf of all CO-VENTURERS as well as for itself. For that purpose the COMPANY may

commence proceedings in its own name to enforce all obligations and liabilities of the CONTRACTOR and to make any claim which any CO-VENTURER may have against the CONTRACTOR; and

- (c) All losses, damages, costs (including legal costs) and expenses recoverable by the COMPANY pursuant to the CONTRACT or otherwise shall include the losses, damages, costs (including legal costs) and expenses of the COMPANY's CO-VENTURERS and its and their respective AFFILIATES except that such losses, damages, costs (including legal costs) and expenses shall be subject to the same limitations or exclusions of liability as are applicable to the COMPANY or the CONTRACTOR under the CONTRACT. For the avoidance of doubt any and all limitations of the CONTRACTOR's liability set out in the CONTRACT shall represent the aggregate cumulative limitation of the liability of the CONTRACTOR to the COMPANY, its CO-VENTURERS and its and their respective AFFILIATES.

28.7 Entire Agreement

The CONTRACT constitutes the entire agreement between the parties hereto with respect to the WORK and supersedes all prior negotiations, representations or agreements related to the CONTRACT, either written or oral. No amendments to the CONTRACT shall be effective unless evidenced in writing and signed by the parties to the CONTRACT.

28.8 Mitigation of Loss

Both the COMPANY and the CONTRACTOR shall take all reasonable steps to mitigate any loss resulting from any breach of CONTRACT by the other party.

28.9 Invalidity and Severability

If any provision of this CONTRACT shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this CONTRACT and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The COMPANY and the CONTRACTOR agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision that achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

29. RESOLUTION OF DISPUTES

29.1 Any dispute between the COMPANY and the CONTRACTOR in connection with or arising out of the CONTRACT or the WORK shall be resolved by means of the following procedure:

- (a) the dispute shall initially be referred to the COMPANY REPRESENTATIVE and CONTRACTOR REPRESENTATIVE who shall discuss the matter in dispute and make all reasonable efforts to reach an agreement;
- (b) any dispute between COMPANY and CONTRACTOR which is not resolved, shall be submitted to the jurisdiction of the Courts of Brunei Darussalam.

29.2 It shall be a condition precedent to the referral of a dispute to the Courts under Clause 29.1 that the party which intends to commence proceedings in relation to the dispute first uses its reasonable endeavours to reach an agreement.

29.3 Where any claim or counter claim in connection with or arising out of the CONTRACT is made, the party making the claim or counter claim shall ensure that such claim or counter claim contains, without limitation, the following information:

- (a) a clear summary of the facts on which the claim or counter claim is based; and
- (b) the basis on which the claim or counter claim is made, including the principal contractual terms and/or statutory terms relied on; and
- (c) the nature of the relief claimed; and
- (d) where a claim or counter claim has been made previously and rejected by the other party, and the party making the claim or counter claim is able to identify the reason(s) for such rejection, the grounds of belief as to why the claim or counter claim was wrongly rejected.

29.4 Whilst any matter or matters are in dispute, the CONTRACTOR shall proceed with the execution and completion of the WORK and both the CONTRACTOR and the COMPANY shall comply with all the provisions of the CONTRACT.

30. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

30.1 Subject to Clause 30.3, the parties intend that no provision of the CONTRACT shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act") confer any benefit on, nor be enforceable by any person who is not a party to the CONTRACT.

30.2 For the purposes of this Clause 30, "Third Party" shall mean any member of the COMPANY GROUP (other than the COMPANY) or CONTRACTOR GROUP (other than the CONTRACTOR).

30.3 Subject to the remaining provisions of the CONTRACT,

- (a) Clause 17.7, Clause 17.8, Clause 19, Clause 20 and Clause 21 are intended to be enforceable by a Third Party.

30.4 Notwithstanding Clause 30.3, the CONTRACT may be rescinded, amended or varied by the parties to the CONTRACT without notice to or the consent of any Third Party even if, as a result that Third Party's right to enforce a term of this CONTRACT may be varied or extinguished.

30.5 The rights of any Third Party under Clause 30.3 shall be subject to the following: -

- (a) any claim, or reliance on any term of the CONTRACT by a Third Party shall be notified in writing in accordance with the requirements of Clause 19.6 and Clause 28.5 by such Third Party as soon as such Third Party becomes aware that an event is likely to give rise to such a claim and such notification shall contain the following information as a minimum :
 - (i) details of the occurrence giving rise to the claim; and
 - (ii) the right relied upon by the Third Party under the CONTRACT,
- (b) the provisions of Clause 30 shall apply in respect of any claim by a Third Party in that the relevant parties agree to resolve any dispute between them in a prompt and amicable manner by adopting the provisions of Clause 29,
- (c) the Third Party's written agreement to submit irrevocably to the jurisdiction of the Brunei Courts in respect of all matters relating to such rights.

30.6 In enforcing any right to which it is entitled by virtue of the Act and the provisions of this CONTRACT, the remedies of a Third Party shall be limited to damages.

30.7 A Third Party shall not be entitled to assign any benefit or right conferred on it under this CONTRACT by virtue of the Act.

31. HEALTH, SAFETY, SECURITY AND ENVIRONMENT

31.1 The COMPANY places prime importance on health, safety, security and environment (hereinafter "HSSE") issues and requires that the CONTRACTOR GROUP subscribes to and actively pursues the highest standards of HSSE performance.

31.2 The CONTRACTOR shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the WORK and shall keep strictly to the provisions of Section V –Specifications and Drawings. The CONTRACTOR shall collaborate with the COMPANY in establishing HSSE interface arrangements and the production of a HSSE interface document.

31.3 Failure to meet the requirements of Section V –Specifications and Drawings or to satisfy the COMPANY's reasonable requirements with regard to the control of HSSE risks in any material respect will be regarded as due cause for the COMPANY giving notice to terminate all of any part of the WORK or the CONTRACT in accordance with Clause 24.1(b).

31.4 The CONTRACTOR shall co-operate with the COMPANY in providing an appropriate response to any emergency occurring at the WORKSITE and shall immediately take such action as may be necessary to protect life and make safe property where such is in imminent peril.

32. NON-EXCLUSIVITY

This CONTRACT is non-exclusive and the COMPANY reserves the right to engage other contractors to perform similar or identical work. CONTRACTOR shall afford such other contractors adequate opportunity to carry out their contracts and shall accomplish the WORK in cooperation with those contractors and with the COMPANY.

BRUNEI SHELL PETROLEUM COMPANY SENDIRIAN BERHAD

SERIA KB3534

BRUNEI DARUSSALAM.

THIS AGREEMENT is made this _____ day of _____, 20XX

BETWEEN : BRUNEI SHELL PETROLEUM COMPANY SENDIRIAN BERHAD a Company organised and existing under the laws of Negara Brunei Darussalam whose principal office is at SERIA, NEGARA BRUNEI DARUSSALAM (hereinafter called the "COMPANY").

AND _____ having its registered office at _____ (hereinafter called the "CONTRACTOR").

WHEREAS the COMPANY wishes to obtain _____ and that CONTRACTOR is willing to provide the same upon the terms of this Agreement.

NOW THIS AGREEMENT WITNESSETH as follows :

ARTICLE 1 – In this CONTRACT all words and expressions shall have the meanings as are respectively assigned to them in the GENERAL CONDITIONS OF CONTRACT referred to in ARTICLE 2 hereunder.

ARTICLE 2 – The following documents shall be deemed to form and be read and construed as part of the CONTRACT. The said documents shall be taken as mutually explanatory but if there is any conflict in the construction and interpretation of the CONTRACT then any document higher in the order given below shall prevail over all those listed beneath it.

1. Section I Form of Agreement including Appendices 1, 2 and 3;
2. Section II Special Conditions of Contract (if any);
3. Section III General Conditions of Contract;
4. Section IV Scope of Work;
5. Section V Specifications and Drawings;
6. Section VI Provisions by the COMPANY and by the CONTRACTOR;
7. Section VII Administration Instructions;
8. Section VIII Schedule of Prices;
9. Section IX CONTRACTOR's plans;

ARTICLE 3 – The CONTRACT reference number of this CONTRACT is _____ .

ARTICLE 4 – In consideration of the CONTRACTOR performing the CONTRACT, the COMPANY shall pay the CONTRACTOR the CONTRACT Price ascertained in accordance with the provisions contained in the CONTRACT.

ARTICLE 5 – In consideration of the payments provided for under the CONTRACT the CONTRACTOR shall perform the CONTRACT in conformity in all respects with the provisions of the CONTRACT.

ARTICLE 6 – The CONTRACT shall come into force or deemed to have come into force and be legally binding as from _____.

Performance under the CONTRACT, however, shall commence or be deemed to have commenced on _____ and this date shall be known in the CONTRACT as the COMMENCEMENT DATE.

Performance under the CONTRACT shall be completed by _____ and this date shall be known in the CONTRACT as the COMPLETION DATE.

ARTICLE 7 – The CONTRACTOR shall not assign any of its rights and duties under the CONTRACT without the COMPANY'S prior express written consent.

ARTICLE 8 – The Secrecy Agreement signed by the CONTRACTOR at the time of tender/award of the CONTRACT shall be binding upon the CONTRACTOR and is included as Appendix to this FORM OF AGREEMENT. The CONTRACTOR shall cause its PERSONNEL engaged on the WORK/SERVICES to sign the Secrecy Agreement included as Appendix 2 to the FORM OF AGREEMENT prior to commencement of the CONTRACT or on being appointed to undertake the WORK/SERVICES, as appropriate.

ARTICLE 9 – The Declaration of the STATEMENT OF GENERAL BUSINESS PRINCIPLES (SGBP) signed by the CONTRACTOR at the time of tender/award of the CONTRACT shall constitute an acknowledgment by the CONTRACTOR of the SGBP and the responsibilities within the declaration. It is included as Appendix 3 of this FORM OF AGREEMENT.

ARTICLE 10 – Unless and until changed by notice in writing to the relevant address below, all notifications shall be effected, and hence effective at the moment of delivery to the correct address for the service of notices under the terms and conditions of the CONTRACT:

(a) For the COMPANY :

Address : Brunei Shell Petroleum Company Sendirian Berhad,
Seria KB3534,
NEGARA BRUNEI DARUSSALAM.
Telex : 3313 (Answer back BSPVSL)
Fax : 673-3-
Cable : BRUNSHELL SERIA

All communications shall be marked For the Attention of _____ (COMPANY REPRESENTATIVE) and shall quote the CONTRACT Reference Number.

(b) For the CONTRACTOR :

Address : _____

Telex : _____
Fax : _____

All communications shall be marked for the Attention of Mr./Mrs./Miss _____ (CONTRACTOR REPRESENTATIVE) and shall quote the CONTRACT Reference Number.

IN WITNESS of this Agreement each party has caused this document to be duly signed in two originals on the date stated next to the names below: -

CONTRACTOR:

SIGNATURE : _____
PRINT NAME : _____
POSITION HELD : _____
DATE : _____
PLACE SIGNED : _____
(STATE/COUNTRY) _____

COMPANY: **BRUNEI SHELL PETROLEUM COMPANY SENDIRIAN BERHAD**

SIGNATURE : _____
PRINT NAME : _____
POSITION HELD : _____
DATE : _____
PLACE SIGNED : _____
(STATE/COUNTRY) _____

APPENDIX 1 TO SECTION I - FORM OF AGREEMENT

Section I

Clause 4 The EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT is

Clause 5 The duration of the CONTRACT is

Section II

Clause 3.1(a) The COMPANY REPRESENTATIVE is

The CONTRACTOR REPRESENTATIVE is

Clause 5.1 The COMPANY designated onshore departure point(s) is (are).....
.The COMPANY designated supply base(s) is (are)

Clause 10.2(b) The Defects Correction Period is.....commencing at the agreed date at which the WORK or the relevant part of the WORK was completed

Clause 13.8 The period of suspension is ...

Clause 14.3 Latest time for receipt of invoices ...

Clause 17.4 Rights shall vest in the COMPANY.

Clause 20.2 Insurance by the CONTRACTOR, the amount is

Employers' Liability Brunei Dollars five million (B\$5,000,000.00)

Clause 24.7(a) (iii) Special Conditions remaining in full force and effect shall be

Clause 28.5 The addresses for the service of notices are:

(i) COMPANY shall be as stated in Section 1 – Form of Agreement [*include the name and reference indicator*]

(ii) CONTRACTOR

APPENDIX 2a: SECREC Y AGREEMENT TO BE SIGNED BY THE CONTRACTOR

In consideration of being invited to tender for/Contract for work with Brunei Shell Petroleum Company Sendirian Berhad "(COMPANY)" we the undersigned "(CONTRACTOR)" hereby undertake to the COMPANY for ourselves, our successors and assigns: -

1. that the CONTRACTOR shall at no time without prior written consent of the COMPANY in connection with any work which the COMPANY may wish to entrust to the CONTRACTOR from time to time or in connection with the preparation by the CONTRACTOR of a tender for the work, for any purpose other than the performance of the work or the preparation of the said tender :
 - (1) disclose to any third party the fact that the work may be or has been entrusted to the CONTRACTOR and/or that the CONTRACTOR has been invited to submit a tender for the work;
 - (2) reproduce, copy or use, disclose to, place at the disposal of or use on behalf of any third party or enable any third party to peruse, copy or use any documents, drawings, data or other information or any part thereof :
 - (a) placed or to be placed at the CONTRACTOR's disposal by or on behalf of the COMPANY for carrying out the work and/or the preparation of the said tender.
 - (b) which the CONTRACTOR may in any other way acquire from the COMPANY or any ASSOCIATES of the COMPANY and which are directly or indirectly related to the work and/or the preparation of the said tender.
 - (c) which the CONTRACTOR has prepared or will prepare in connection with the work and/or the preparation of the said tender, in so far as such documents, drawings, data and other information contain any information placed at the CONTRACTOR's disposal or acquired by the CONTRACTOR as referred to in (2)(a) and (2)(b) above.
2. that the CONTRACTOR, upon completion of the work, or, in the event that the work will not be entrusted to the CONTRACTOR, upon receipt by the CONTRACTOR of the COMPANY'S notification to that effect, as the case may be, shall return to the COMPANY all documents, drawings, data and other information referred to in Clause 1, paragraphs (2)(a) and (2)(b) hereof.
3. that the direct or indirect disclosure to the CONTRACTOR of any documents, drawings, data or other information shall not be construed as granting the CONTRACTOR any rights therein or any license under any patents or industrial property right or any application for a patent or industrial property right which the COMPANY or any ASSOCIATES of the COMPANY may now or hereinafter own in any country or under which the COMPANY or any ASSOCIATES of the COMPANY may hereinafter hold licensing rights (unless the contrary is expressly agreed in writing in the CONTRACT).
4. that the undertaking as contained in Clause 1 hereof shall not apply :
 - (1) if and in so far as the fact and any of the documents, drawings, data and other information referred to in Clause 1, paragraphs (2)(a) and (2)(b) hereof respectively are part of public knowledge or literature at the date of their receipt by the CONTRACTOR; as from such date :
 - (2) if and in so far as such fact and documents, drawings, data and other information similar to such documents, drawings, data and information becomes part of public knowledge or literature subsequent to the date of their receipt by the CONTRACTOR; as from such subsequent date :

- (3) if and in so far as documents, drawings, data and other information similar to such documents, drawings, data and information are already in the possession of the CONTRACTOR at the date of their receipt by the CONTRACTOR and the CONTRACTOR is not bound by any secrecy obligation with respect to all or any of them; as from such date :
- (4) if and in so far as documents, drawings, data and other information similar to such documents, drawings, data and information or subsequent to the date of their receipt by the CONTRACTOR are disclosed to the CONTRACTOR by a third party whose possession is lawful and is under no obligation not to disclose; as from such subsequent date.
- 5. that the CONTRACTOR shall ensure that if under the terms of this declaration the fact and any of the documents, drawings, data and other information referred to in Clause 1, paragraphs (2)(a) and (2)(b) hereof respectively come to the knowledge and/or in the possession of any third party, such third party shall also be bound by the stipulations contained in this declaration.
- 6. that the CONTRACTOR shall exercise best endeavours to keep all documents, drawings, data and other information received from the COMPANY or any ASSOCIATES of the COMPANY confidential and shall without prejudice to the foregoing, exercise the same care to preserve such confidentiality as it does to preserve the confidentiality of its own confidential information.
- 7. that the CONTRACTOR hereby indemnifies the COMPANY against all costs and damages incurred as a consequence of breach of this SECRECY AGREEMENT.
- 8. that this SECRECY AGREEMENT shall be construed under and governed by English Law.

FOR: _____

SIGNATURE : _____

PRINT NAME : _____

POSITION HELD : _____

DATE SIGNED : _____

APPENDIX 2b: **SECRECY AGREEMENT TO BE SIGNED BY PERSONNEL**

In consideration of being permitted to perform WORK under a CONTRACT with Brunei Shell Petroleum Company Sendirian Berhad ("COMPANY") the undersigned ("PERSONNEL") hereby undertakes to COMPANY: -

1. That the PERSONNEL shall at no time without the prior written consent of the COMPANY in connection with any confidential information belonging to the COMPANY or any ASSOCIATES of the COMPANY (including but not limited to confidential information as to formulae, processes and manufacturing methods, and confidential information as to the business and affairs of the COMPANY) which the COMPANY may wish to entrust to the PERSONNEL from time to time (such confidential information hereinafter called "the Confidential Information");
 - (1) Disclose to any third party the fact that the Confidential Information may be or has been entrusted to the PERSONNEL
 - (2) Reproduce, copy or use, disclose to, place at the disposal of or use on behalf of any third party or enable any third party to peruse, copy or use any Confidential Information or other documents, drawings, data or other information or any part thereof:-
 - (a) Placed or to be placed at the PERSONNEL'S disposal by or on behalf of the COMPANY for carrying out the WORK for the COMPANY
 - (b) Which the PERSONNEL may in any other way acquire from the COMPANY or any ASSOCIATES of the COMPANY and which is directly or indirectly related to such WORK
 - (c) Which the PERSONNEL has prepared or will prepare in connection with such WORK, in so far as such Confidential Information or documents, drawings, data and other information contain any information placed at the PERSONNEL'S disposal or acquired by the PERSONNEL as referred to in (a) and (b) herein.
2. That the PERSONNEL, upon completion of the WORK, shall return to the COMPANY all Confidential Information or documents, drawings, data or other information referred to in Clause 1 paragraphs (2)(a) and (2)(b) hereof.
3. That the undertaking as contained in Clause 1 hereof shall not apply:
 - (1) if and in so far as the fact and any of the documents, drawings, data and other information referred to in Clause 1 paragraphs (2)(a) and (2)(b) hereof respectively are part of public knowledge or literature at the date of their receipt by the PERSONNEL, as from such date:
 - (2) if and in so far as such fact and documents, drawings, data and other information become part of public knowledge or literature subsequent to the date of their receipt by the PERSONNEL, as from such subsequent date:
 - (3) if and in so far as documents, drawings, data and other information similar to such documents, drawings, data and information are already in the possession of the PERSONNEL at the date of their receipt by the PERSONNEL, as from such date:
 - (4) if and in so far as documents, drawings, data and other information similar to such documents, drawings, data and information are subsequent to the date of their receipt by the PERSONNEL disclosed to the PERSONNEL by a third party whose possession is lawful and is under no obligation not to disclose, as from such subsequent date:

That this declaration shall be construed under and governed by English Law.

SIGNATURE : _____
PRINT NAME : _____
POSITION HELD : _____
DATE SIGNED : _____

APPENDIX 3: DECLARATION OF BUSINESS PRINCIPLES TO BE SIGNED BY THE CONTRACTOR

We _____ (CONTRACTOR) declare that our business principles are consistent with the following principles, that we communicate our principles to all our employees, and that our management systems include controls and processes to ensure that our business is conducted in accordance with our business principles.

1. Responsibilities

Registered Contractors recognize that they have the following areas of responsibility:

- (a) To customers
To meet their commitments to customers and provide services which offer value in terms of price, quality, safety and environmental impact.
- (b) To employees (including subcontractor employees)
To respect the human rights of employees and to provide employees with good and safe conditions of work, and good and competitive terms and conditions of service. To promote the development and best use of human talent.
- (c) To society
To conduct business as responsible corporate members of society and, when doing business in Brunei, to observe Brunei's laws and regulations, to promote the employment of Bruneians and to train and develop Bruneian employees in the operation and management of the business.

2. Business Integrity

Registered Contractors insist on honesty, integrity and fairness in all aspects of their business and expect the same of their employees and in their relationships with customers and all others with whom they do business. All business transactions must be reflected accurately and fairly in the accounts and be subject to audit. The direct or indirect offer, payment, soliciting and acceptance of bribes in any form are unacceptable practices.

3. Health, Safety and Environment

Registered Contractors have a systematic approach to health, safety and environmental management in order to achieve continuous performance improvement. To this end Registered Contractors manage health, safety and environmental matters as any other critical business activity, set targets for improvement, and measure, appraise and report performance.

4. Competition

Registered Contractors support the principles of responsible free enterprise. They seek to compete fairly and ethically within the framework of applicable laws, rules and regulations; they will not prevent others from competing freely with them.

BSP General Terms and Conditions for Services (On- and Off-shore)

SIGNATURE : _____
PRINT NAME : _____
POSITION HELD : _____
DATE SIGNED : _____