



International
Association
of Oil & Gas
Producers

<DATE>

<NAME>

<CONTRACTOR>

<CONTRACTOR_ADDRESS>

Contract Reference: JIP 22 <YEARSEQUENCE_NUMBER>

Dear <SALUTATION>,

<<CONTRACT_TITLE>>

This letter agreement (the "Agreement") confirms the arrangements made between you and the International Association of Oil & Gas Producers providing for the use of your services as a consultant on a "call-off" basis as part of the Joint Industry Project - E&P Sound and Marine Life (the "Project") to be agreed by execution of a schedule in the *pro forma* attached hereto.

The Agreement is made on the above date between the International Association of Oil & Gas Producers of 209-215 Blackfriars Road, London SE1 8NL, UK acting as agent for the Principals (as defined in the Annex) (OGP) and <CONTRACTOR> (Consultant) whereby it is agreed as follows:

1. Appointment

- 1.1 Whenever the parties desire services relating to the Project to be performed, they will complete the attached *pro forma* and execute as a schedule to the Agreement (attaching an Exhibit - Scope of Work detailing the applicable services - the "Services"), which shall then apply in the manner of a separate agreement. OGP confirms the appointment of the Consultant to provide the Services and the Consultant accepts such appointment.
- 1.2 The Consultant's main contact with OGP will be with Dr John Campbell, the Technical Director, or such other person as he may notify to the Consultant.

2. Term

- 2.1 The appointment in relation to the Services will commence and, unless terminated earlier in accordance with clause 7 below, end on the dates specified in the applicable schedule (the "Schedule") or, if this appointment is extended pursuant to clause 2.2, in accordance with the duration provided in that extension.
- 2.2 The appointment may be extended at the expiry of the term with or without amendments, provided both parties agree in writing.

3. Services

- 3.1 The Consultant will provide OGP with the Services.

4. Fees for services, reimbursement of expenses and schedule of payments

- 4.1 In consideration of the provision of the Services, the Consultant will be entitled to receive a total remuneration specified in the Schedule. If at any time the Consultant has reason to believe that the cost of the Services specified in the Schedule will be greater than the amount budgeted, the Consultant will notify OGP in writing to that effect, giving a revised budget of the cost of completion thereof. OGP shall not be obligated to reimburse the Consultant for the costs incurred in



excess of the total remuneration specified in the Schedule unless and until OGP has notified the Consultant in writing that its revised budget is accepted.

- 4.2 The Consultant shall submit an invoice to OGP referencing the Agreement (separately in respect of each Schedule and referencing the Contract number and Schedule number) no more frequently than monthly for expenses and services expended up to the date of issue of the invoice. OGP shall make payment of approved (or the approved part of) invoices within 30 days of receipt. Invoices shall be mailed to:

Finance Officer (E&P Sound JIP)
International Association of Oil and Gas Producers
209-215 Blackfriars Road
London
SE1 8NL
United Kingdom

Payment shall be made to «CONTRACTOR» and sent to the following:

«Admin_Name»
«CONTRACTOR»
«CONTRACTOR_ADDRESS»

5. Relationship
- 5.1 The relationship of the Consultant to OGP shall be that of an independent contractor who has undertaken to supply specific services.
- 5.2 The Consultant shall not be empowered to make, or attempt to make, any formal or binding commitments on behalf of OGP.
- 5.3 OGP shall have no responsibility or liability to the Consultant in respect of ill health or accidental injury or death arising from the performance or non-performance of the Services unless such ill health or accidental injury or death arises from or is caused by the negligent acts or omissions of OGP, its servants or agents.
- 5.4 The Consultant shall indemnify and hold OGP and the Principals harmless against any claims arising from injury or damage by the Consultant to third party personnel or property or from failure to carry out obligations under the Agreement.
6. Copyright, Use of Material, Export Controls and Confidentiality
- 6.1 OGP shall have the right to disclose, publish, disseminate and use, in whole and in part, the technical reports, data and information delivered hereunder to OGP by the Consultant. Subject to clause 6.2 below the Consultant shall have the right to copyright, disclose, publish, disseminate and use, in whole and in part, the technical reports, data and information received or developed under this Agreement other than the technical reports, data and information received from OGP that is marked Confidential Information.
- 6.2 The Consultant shall notify OGP thirty (30) days prior to releasing technical reports, data and information received or developed under this Agreement into the public domain. A copy of the technical reports, data or information shall be part of the notification.
- 6.3 Following release of any technical reports, data and information received or developed under this Agreement into the public domain (otherwise than by breach of the Agreement), the Consultant may use any such technical reports, data and information received or developed under this Agreement without notifying OGP.
- 6.4 Should OGP deem it necessary to disclose technical reports, data and information considered confidential and/or proprietary by it to the Consultant, it will be clearly marked by OGP, in writing, as "Confidential Information".



Proprietary/confidential information shall also include oral disclosures provided that the oral disclosure is reduced to writing in summary form, marked as “Confidential Information,” and delivered to the Receiving Party within thirty (30) days of oral disclosure. Except as required by law, the Consultant shall not disclose technical reports, data and information marked as “Confidential Information” for a period of five (5) years from the end of this Agreement. The Consultant shall return technical reports, data and information marked as “Confidential Information” to OGP on request following the end of this Agreement and delete from its computer and electronic data storage systems. The obligation in this clause 6.4 not to disclose technical reports, data and information marked as “Confidential Information” does not apply to information that was known to the Consultant prior to its receipt from OGP that is independently developed by the Consultant, or becomes known at any time to third parties through no fault of the Consultant.

- 6.5 Consultant shall provide an Export Classification Number (ECCN) or export control list number to OGP in writing for all Confidential Information or other technical information that is classified with an Export Control Classification Number (ECCN) other than EAR99 or that is classified on the EU Export Control List (EU 428/2009). The ECCN and export control list number, if required, shall be provided at the time the Confidential Information or other technical information is provided to OGP. If Consultant provides Confidential Information or other technical information subject to the terms of an export license, order, or other export authorization, Consultant shall notify OGP in writing of any restrictions on the use, transfer, distribution, or re-export of the Confidential Information or other technical information contained in said export license, order, or authorization. Consultant shall comply with all applicable export controls and trade sanctions in course of providing Services for the Project.

7. Termination

- 7.1 Both OGP and the Consultant shall be entitled to terminate the Agreement as it applies to any Schedule at any time upon giving the other one month's written notice, or such other period of notice as may subsequently be agreed between the parties. OGP shall reimburse the Consultant for all costs incurred by it for all work performed up to the effective termination date.

8. Entire Agreement

- 8.1 The Agreement as it applies to each Schedule (including the Schedule, any exhibits to the Schedule and the Annex) contains the entire agreement of the parties to the exclusion of all statements, representations & agreements prior to the Schedule.
- 8.2 The Annex contains additional terms and conditions which are applicable to the Project, which shall be deemed to be incorporated in the Agreement and shall, in the event of conflict with any other term or condition of the Agreement or a Schedule, prevail.
- 8.3 If attached to the Schedule, the Exhibit - Supplemental Terms to the Schedule will apply and shall, in the event of conflict with any term or condition of the Agreement other than the Annex, prevail.

9. Contracts (Rights of Third Parties) Act 1999

No third party shall have any rights under the Agreement and the application of the Contracts (Rights of Third Parties) Act 1999 is excluded.

10. Governing Law



10.1 The Agreement shall be governed by and construed according to the laws of England. The parties submit to the jurisdiction of the English law courts.



Signed by the parties hereto on the day and year first written above.

Signed by:

For and on behalf of
Consultant

Signed by:

Michael Engell-Jensen
Executive Director
For and on behalf of
International Association of Oil & Gas Producers



Pro forma Schedule

Schedule to the letter agreement dated «DATE» between «CONTRACTOR» (Consultant) and the International Association of Oil & Gas Producers (OGP) (the "Letter Agreement")

[IMPORTANT NOTE

This pro forma schedule should be attached in blank to the executed Letter Agreement, even if a completed Schedule is being executed at the same time.] (Note is not for inclusion in executed Schedule)

Contract Reference: _____

Schedule No: _____

Schedule Title: _____

Date: _____

OGP and the Consultant agree to the performance of the services described in the Exhibit - Scope of Work on the terms and conditions of the Letter Agreement (including this Schedule and its exhibits)

(a) Services

The attached Exhibit - Scope of Work shall apply.

(b) Term

Commencement date: _____

End date: _____

(c) Total remuneration: \$ _____

(d) ECCN and/or Export Control List Number(s): _____

(e) Exhibit - List of current Principals: attached/not attached (only attach if the Schedule is in respect of a later Funding Year than the Annex) (delete as applicable)

(f) Exhibit - Supplemental terms: attached/not attached (delete as applicable)

Signed by the parties hereto on the day and year first written above.

Signed by:

For and on behalf of
Consultant

Signed by:

Michael Engell-Jensen
Executive Director
For and on behalf of
International Association of Oil & Gas Producers.



The Annex

Additional terms and conditions applicable to Joint Industry Project - E&P Sound and Marine Life

- (a) **Agency:** OGP enters into the Agreement as agent for and on behalf of the Principals in Phase 3 of the Project which are currently:

BG International Limited
BHP Billiton Petroleum (Deep Water) Inc.
BP America Inc.
Chevron Energy Technology Company, a division of Chevron U.S.A. Inc.
ConocoPhillips Company
Eni S.p.A
Esso Exploration Inc.
International Association of Geophysical Contractors
Santos Limited
Shell International Exploration and Production BV
Statoil ASA
Total SA
Woodside Petroleum Ltd

The Principals in respect of any extension into, or any Schedule issued in respect of, a later Funding Year may be different.

OGP will advise the Consultant of the identity of the Principals at the time of any extension and, on request, any changes thereto.

Consequently, the Principals shall be (& OGP shall not be) financially liable for the performance of OGP's obligations under the Agreement. However, all claims shall be made through OGP.

If the Agreement is extended into or any Schedule is issued in respect of a later Funding Year, the Principals will, in relation to that extension or Schedule, be the Principals in the Project in respect of that Funding Year.

- (b) **Intellectual property rights.** All intellectual property rights including but not limited to patents, inventions, copyrights and other such intellectual property arising from the Agreement shall be the joint property of the Principals.
- (c) **Indemnities.** The Consultant is responsible for its negligence and the negligence of its officers, employees, agents, and representatives and shall indemnify and hold harmless OGP and the Principals from any loss, damage, claim, demand, action, proceeding or judgment arising from such negligence.
- (d) **Publicity.** The Consultant shall not issue or make any public announcement or statement regarding the Agreement, its work or the Project unless, prior to the release of the public announcement or statement, the Consultant obtains OGP's written approval.
- (e) **Audit.** By the use of a single team representing them all and at a frequency not exceeding once in every 12 month period, the Principals shall have the right to inspect and audit the financial and other records generated and maintained by the Consultant in respect of the Agreement, including invoices, and adjustment rates or as required in establishing variations, and shall be entitled to copies of such records and support information. To this end, all books and records pertaining to the Agreement shall be maintained for at least seven (7) years after completion of all work under the Agreement for the purposes of audit.



- (f) *Ethics.* The Consultant shall have business and science ethics policies in place to act ethically in all areas including scientific integrity, animal welfare, business and commercial practices, and employee treatment.
- (g) *H&SES.* The Consultant shall have in place a health and safety, and environment and security issues (“H&SES”) management system to demonstrate that all risks to which it is exposed are managed to a level acceptable to OGP. OGP shall have the right of review and audit of such system.
- (h) *Headings.* In the Agreement, headings are included for ease of reference and shall not be used to construe any provision.