

AGREEMENT
by and between
The Norwegian Mapping Authority Hydrographic Service
and
Contractor

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1 GENERAL PROVISIONS

1.1 Parties

This Agreement is made on [date] by and between the Norwegian Mapping Authority Hydrographic Service (NHS), Stavanger, Norway and XXXXXX, hereafter called Contractor.

1.2 Object of the Agreement

This Agreement regulates the hydrographical survey work that is to be carried out by Contractor for the NHS according to tender.

1.3 Definitions

For all purposes of this Agreement, except as may otherwise expressly be provided herein or unless the context otherwise requires, the terms defined in this Section shall have the meanings assigned to them in this Section.

Contractor is defined as the company designated above as being *Contractor*, the successor in interest of such company, or the permitted assignee of any of the aforementioned.

Agreement is defined as this general agreement with its appendices.

The Work is defined as the services to be performed and all other obligations to be complied with, by *Contractor* pursuant to and in accordance with the terms of this *Agreement*, all of which are more particularly described in [Section 1.7](#) and in [appendices A-G](#) hereto.

Sub-contractor is defined as a *Third Party* which has entered into an agreement with *Contractor* for the supply of goods or services in connection with *the Work*.

Affiliated Company is defined as the parent company of one of the parties to the *Agreement*, together with any company which shall be regarded as a subsidiary company of the parent company or a party to the *Agreement*.

Contractor Group is defined as *Contractor*, his *Affiliated Companies* participating in *the Work*, his *Sub-contractors* and their contractors and sub-contractors, participating companies in a joint venture established for the performance of *the Work*, and the employees of the aforementioned companies.

Third Party is defined as any other than *the NHS* and *Contractor*.

Signed Quality Acceptance Report is defined as the document with which the NHS approves *the Work* and declares that *the Work* is completed in accordance with *the Agreement*.

Change is defined as a modification of *the Work* by changing the schedule, specifications or the NHS' deliveries pursuant to the provisions in [Section 2](#), or a modification of this general agreement

Change Order is defined as a document issued by the NHS demanding a *Change* in *the Work*.

Change Estimate is defined as a description of a *Change* and the assumed effects of the *Change* pursuant to the provisions in [Section 2](#).

Delivery is defined as the delivery of *the Work* performed by the *Contractor* in accordance with this *Agreement*.

Delivery Date is defined as the first working day after the *Delivery* has been or is regarded as having been completed pursuant to [Section 1.8.3](#).

1.4 Appendices

Appendix A: The Work

Appendix B: Technical specifications

Appendix C:	Administrative requirements
Appendix D:	Personnel
Appendix E:	NHS provided items and information
Appendix F:	Schedule
Appendix G:	Changes

1.5 Document hierarchy

In the event of contradiction between the documents in this Agreement, the following principles of interpretation shall come into force:

1. **Appendix G Changes** shall take precedence over the text of the general agreement, but only to the extent it is expressly stated what Section is amended, changed or translated. In the event of any contradictions that are not expressly specified, the text of the general agreement shall take precedence over **Appendix G Changes**
2. In the event of any contradictions between the appendices, they shall have priority in alphabetical order with **Appendix A** having the highest priority, unless otherwise is expressly stated in the appendices in question.
3. In the event of any contradictions between an appendix and the text of the general agreement, the appendix shall only take precedence over the text of the general agreement when it is expressly stated
4. The general agreement and its appendices shall take precedence over minutes, notes and similar documents that are created in connection to the agreement

1.6 Right to make Changes in the Agreement

Any Changes to the text of this general agreement shall be listed in **Appendix G Changes**, unless the text of this general agreement states that such a Change shall be listed in another appendix.

Any Changes to the text of an appendix to this general agreement shall be listed in the appendix in question, unless the text of this general agreement states that such a Change shall be listed in another appendix.

No amendment, Change or translation shall be binding on any party unless it is agreed in writing between both parties.

1.7 Short description of the Work

The Work to be performed by Contractor pursuant to this Agreement consists of:

- Data acquisition and processing of multibeam echosounder (MBES) bathymetry and sub bottom profiler (SBP) high resolution seismic for the MAREANO programme to the standards as specified in **Appendix B Technical specifications**
- The performance of all such other actions as may be necessary to enable Contractor to fulfil the obligations under this Agreement;

All in accordance with the terms of and all as are more particularly described in this Agreement.

1.8 Progress of the Work

1.8.1 Delivery

Contractor shall perform the Work in accordance with the Schedule in [Appendix F Schedule](#).

Accompanying the Work to be delivered from Contractor to the NHS shall be enclosed a transmittal note when passing to the NHS.

The Work shall be deemed delivered by the NHS signing the enclosed transmittal note.

1.8.2 Acceptance period

When the Work has been delivered according to [Section 1.8.1](#), the acceptance period starts. The acceptance period is 15 working days from the day the Work is deemed delivered according to [Section 1.8.1](#). The acceptance period for the first delivery is 30 working days from the day the Work is deemed delivered according to [Section 1.8.1](#).

1.8.3 Completion of the Work

If the Work delivered passes the quality testing, the NHS shall after expiration of the acceptance period issue to the Contractor a Signed Quality Acceptance Report.

The Work is completed once the Signed Quality Acceptance Report is received by the Contractor.

If the Work does not pass the quality testing, the provisions in [Section 8](#) shall apply correspondingly.

1.9 Representatives and contact details of the parties

1.9.1 Representatives

Prior to the commencement of the Work, each party shall appoint a representative and his/her deputy with authority to act on its behalf in all matters concerning this Agreement.

Each party may, by giving notice to the other party, substitute a representative or deputy.

A representative or his deputy may delegate specific tasks to one or more persons appointed by him. In such case the other party's representative shall be notified of the authority given to such appointed person or persons.

1.9.2 Contact details

The NHS:	Notification and administration:	Technical responsible:
<p>Norwegian Hydrographic Service Visiting address: Professor Olav Hanssens vei 10, 4021 Stavanger NORWAY Postal address: P.O. Box 60, N-4001 Stavanger NORWAY</p> <p><i>Telephone:</i> +47 51 85 87 00 <i>Telefax:</i> +47 51 85 87 01 (central)</p>	<p>Nicolien Haasbroek Project Engineer, MAREANO</p> <p><i>E-mail:</i> nicolien.haasbroek@kartverket.no <i>Telephone:</i> +47 41 85 69 17 (direct)</p>	<p>Arne Ofstad Project Manager, Sea Surveying</p> <p><i>E-mail:</i> arne.ofstad@kartverket.no <i>Telephone:</i> +47 51 85 88 22 (direct)</p>

The Contractor:	Notification and administration:	Technical responsible:

1.10 Notifications

Except otherwise stated in this Agreement, all notifications between the parties, shall be made in writing and sent by registered mail to the representatives and addresses stated in [Section 1.9.2](#).

2 CHANGES

2.1 Right to make changes

The NHS may request Change(s) with regard to an increase or reduction in the quantity, character, kind or performance of the Work or any part thereof, as well as Changes to the schedule.

2.2 Change Estimates

If the NHS submits a request for Change, the Contractor shall, without undue delay, inform the NHS whether it will accept the Change, and if so, provide a Change Estimate to the NHS, unless the parties agree that it is unnecessary. The estimate shall contain:

- a) Description of the Change(s),
- b) Detailed schedule, also showing significant milestones, for the execution of the Work that must be performed as a result of the Change(s)
- c) Description of required resources

d) Effect(s) on the compensation

The Parties hereto shall agree on any Changes to the criteria specified in [Appendix B Technical specifications](#), provided that Contractor shall implement such Changes as reasonably may be expected by the NHS and also provided that said Changes will incur no extra cost to Contractor.

2.3 Change order

If the NHS still wants the Change to be carried out after receiving the Change Estimate, the NHS shall notify the Contractor in writing in the form of a Change Order as described in [Appendix G Changes](#).

The Change Order and shall contain a complete description of the Changes

- In the Work,
- In the schedule, and
- In the price(s)

2.4 Effects of a Change of the Work

Unless otherwise agreed between the parties, the payment for Changes of the Work shall be determined in accordance with the following principles:

- a) By using the applicable rates contained in [Appendix C Administrative specifications Section 3](#). If the depth is different, NHS will convert the price per km² of MBES work by the inverse depth (due to larger MBE coverage for deeper areas and smaller coverage for shallower areas).
- b) If no directly comparable rates are stated in the Agreement, the remuneration shall be agreed between the parties based upon the general price level expressed in the said document.

A Change of the Work caused by circumstances for which Contractor is responsible, shall not entail any Changes to the compensation or schedule as described in [Appendix C Administrative specifications Section 3](#) and [Appendix F Schedule](#) accordingly, in favour of Contractor.

3 OBLIGATIONS OF THE CONTRACTOR

3.1 Performance of the Work

Contractor shall perform the Work in a professional and careful manner in accordance with this Agreement.

Contractor will provide all equipment, accessories, personnel and material necessary to complete the Work.

3.2 Reports

Contractor shall submit to the NHS daily and weekly status reports and a final status report as described in [Appendix B Technical specifications](#).

3.3 NHS representative(s)

Contractor shall at all times afford the NHS and any person authorised by the NHS access to the place where the Work is being performed, according to the provisions in [Appendix C Administrative specifications Section 1.2.5](#).

3.4 Authorities

The Contractor shall at all times comply fully with all applicable laws, regulations, rules and orders of all governmental and/or other competent authorities having jurisdiction, and will in due time and at its own cost, obtain and maintain such approvals and permits as are necessary for the performance of the Work, and which are required to be or can be obtained in the name of the Contractor.

The Contractor is liable for the collection and payment of all taxes referenced to income, profit, employment, national insurance, and other employee benefits imposed by any governmental or taxing authority.

The Contractor shall at its own cost provide information and conduct reports as required according to the provisions of [Appendix B Technical specifications](#).

3.5 Document control

Contractor will through his quality system search for errors and inconsistencies in the documents supplied by the NHS according to [Appendix E NHS provided items and information](#).

Contractor shall not be liable for any consequences from any such errors or inconsistencies in the documents supplied by the NHS, but shall without undue delay notify the NHS of any such errors or inconsistencies discovered. In the event that Contractor fails to give such notification, then all direct extra costs resulting there from shall be borne by Contractor.

3.6 Sub-contracting

Contractor shall perform the Work directly by Contractor's own employees and shall not sub-contract the whole or any part of the Work without the prior written consent of the NHS.

4 OBLIGATIONS OF THE NHS

The NHS is responsible for delivering data and other information to Contractor as listed in [Appendix E NHS provided items and information](#).

5 OBLIGATIONS OF THE PARTIES

5.1 Confidentiality

This Agreement and any information pertaining to this Agreement are not confidential unless otherwise regulated in the Act of 1 June 2018 No. 24 relating to Protective Security Services (the Security Act), or agreed between the Parties.

5.2 Responsibility for data and other documentation

Contractor is responsible for any accidental damage or destruction of all documents, descriptions and instructions to be exchanged between the parties, when they are in the possession of Contractor and while being transported from Contractor to the NHS.

The NHS is responsible for any accidental damage or destruction of all documents, descriptions and instructions to be exchanged between the parties, when they are in the possession of the NHS and while being transported from NHS to the Contractor.

All documents, data, information and items to be exchanged between the parties under this Agreement, shall be enclosed a transmittal note when passing to the other part, and shall be deemed delivered to the other part by signing of the enclosed transmittal note.

5.3 Information

The parties shall keep each other currently updated on all matters of importance relevant to the overall co-operation and the implementation of the tasks to be performed under this Agreement.

5.4 Information security

The Contractor will take appropriate measures to address the information security requirements associated with the performance of the Service.

This entails that the Contractor will take appropriate measures to ensure the confidentiality of the NHS's data, as well as measures to ensure that data does not fall into the hands of unauthorised persons. Furthermore, the Contractor will take appropriate measures to protect against the unintended modification and deletion of data, and against virus and other malware attacks.

The Contractor will be obliged to keep the NHS's data separate from the data of any third parties, in order to reduce the risk of impairment of data and/or access to data. By separate is meant that necessary technical measures to secure data against unintended change or access are implemented and maintained. Unintended changes or access also include access by the employees of the Contractor or others who do not need the information in their work for the NHS.

The Contractor must ensure that Contractors of third-party deliverables undertake sufficient and necessary assurance of the NHS's data.

5.5 Personal data

If the Contractor is to process personal data during the performance of the service, the Contractor must describe in a separate appendix 2 how satisfactory processing in line with the personal data protection regulations will be achieved and performed. This includes privacy shield requirements. This applies irrespective of whether the NHS has set this requirement in the tender documents.

Through planned and systematic measures, the Contractor must ensure satisfactory information security with respect to confidentiality, integrity, accessibility and robustness in the processing of personal data.

The Contractor must document that the information system and security measures are satisfactory. Such documentation shall be made available, upon request, to the NHS and its auditors, as well as the Norwegian Data Protection Authority and the Privacy Appeals Board. If the NHS requests information to perform Data Protection Impact Assessments, the Contractor must assist in providing such information.

The Contractor may not entrust personal data to other parties for storage, reworking or deletion without prior special or general written permission for this from the NHS. The Contractor must ensure that any subcontractors used by the Contractor, and which process personal data, assume the same obligations as the Contractor himself. If special or general written permission has been obtained, the Contractor must notify the NHS of any plans to use other data processors or to replace data processors, and thereby give the NHS the opportunity to oppose such changes. Subcontractors that are approved by the NHS must be stated in Appendix C.

Personal data may not be transferred to countries outside the EEA without any transfer basis and documentation demonstrating that the terms for use of the transfer basis are fulfilled. In such case, the Contractor will document this in a separate appendix.

If the assignment concerns the processing of personal data on behalf of the NHS, the NHS and the Contractor will be obliged to enter into a data processor agreement in accordance with the personal data protection legislation. If the NHS has not prepared a draft data processor agreement, the Contractor will attach a draft as an attachment to the tender. The data processor agreement must be entered into before the processing of personal data begins.

If the parties have entered into a data processor agreement, this data processor agreement will take precedence in the event of any conflict with the Agreement's provisions relating to the processing of personal data.

The parties' liability for damage suffered by a data subject or other natural persons which is due to a violation of the General Data Protection Act (Regulation 2016/679), the General Data Act with regulations or other regulations that implement the General Data Protection Act, will follow the provisions of article 82 of the General Data Protection Act.

The limitation of liability does not apply to liability arising from article 82 of the General Data Protection Act.

The parties are individually liable for administrative fees imposed pursuant to article 83 of the General Data Protection Act.

6 PRICE AND TERMS OF PAYMENT

6.1 Prices

Payment of the production, including the mobilisation and demobilisation, is specified in [Appendix C Administrative specifications Section 3](#).

All prices are exclusive any incidence of VAT and reflect payment in Norwegian Kroner (NOK).

6.2 Method of payment

The payment terms are net 30 days from the date of the invoice.

When the Customer has made arrangements for such, the Consultant shall submit invoices, credit notes and reminders in accordance with the Electronic Trading Format (EHF) that has been determined.

The payment schedule and other payment terms, and any terms and conditions relating to the use of EHF, are set out in [Appendix C Administrative specifications Section 2](#). The Consultant shall be responsible for paying any costs it incurs in respect of submitting electronic invoices.

7 PROPRIETARY RIGHTS AND RIGHT OF USE

7.1 Existing intellectual property

All documents, computer programs and other material exchanged between the parties in connection with the Work shall remain the property of the party who provided it. Each party has the right to use the material for the Work, and benefit from the general experience gathered from it (know how).

Any documents, software, or other intellectual property provided by the NHS to the Contractor for the purpose of the work, shall not be used by the contractor for any other purpose. It shall be returned or erased by the end of the Work, depending on the NHS discretion.

7.2 Intellectual property created during execution of the Work

Unless otherwise regulated, all intellectual property rights created during execution of the Work are the property of the NHS.

If the Contractor finds that new intellectual property is developed during the Work, which is of a kind that requires registration to be protected, such as inventions, trade marks, etc., it shall give NHS written notice of same immediately.

The Contractor can raise the question of the rights to new intellectual property products and the question should be decided as follows:

- Any intellectual property based wholly or partly on information, products or assistance from the NHS shall be the NHS property
- Any intellectual property derived solely from the performance of the Work by the Contractor shall be the intellectual property of the Contractor

The party, who has the rights to the new intellectual property according to the rules above, shall give the other party an irrevocable, royalty-free, non-exclusive license to this property.

8 BREACH OF AGREEMENT BY CONTRACTOR

8.1 What is to be deemed as breach

Breach of Agreement occurs when there is a defect according to [Section 8.1.1](#) or delay according to [Section 8.1.2](#) to the Work.

Defects or delays caused by the NHS or force majeure are not to be deemed as breach.

The NHS shall notify the Contractor in writing without undue delay after the breach is or ought to have been discovered. The notice given shall contain a specific description of the breach.

8.1.1 Defect

There is a defect to the Work if it does not meet the purposes, requirements and specifications according to this Agreement.

8.1.2 Delay

Delay occurs if the Work has not been contractually completed in accordance with the schedule in [Appendix F Schedule](#).

8.2 Contractor's duty to notify

If Contractor should have cause to believe that the Work cannot be carried out in accordance to the Agreement, Contractor shall promptly notify the NHS accordingly.

The notification shall contain the following information:

- The cause of the breach
- The estimated effect on the Agreement schedule and other parts of the Work, and
- The measures which Contractor considers appropriate to avoid, limit or recover the breach.

The NHS shall without undue delay notify Contractor of its view of the information provided by Contractor. Such notification shall not release Contractor from any of his obligations under this article.

If the measures proposed or implemented by Contractor are insufficient to avoid, limit or recover the breach, the NHS may require that Contractor take measures the NHS considers necessary. If Contractor maintains that he has no obligation to implement the measures required by the NHS, the provisions in [Section 2](#) apply accordingly.

8.3 Revised delivery schedule

If delay occurs, the parties can agree to a revised delivery schedule according to [Section 1.6](#).

8.4 Remedies for breach of Agreement

8.4.1 Daily penalty

In case of delay, the Contractor shall pay a daily penalty to the NHS.

Unless otherwise agreed, the daily penalty shall amount to 1.5 per cent of the value of the delayed fieldwork per week. Part of a week shall be deemed as one week. Unless otherwise agreed, the total amount of daily penalties shall be limited to 15 per cent of the value of the delayed field work per 1st Nov 2022.

Accrued daily penalty shall be settled in connection with the final account.

8.4.2 Rectification by the Contractor

If the Contractor is responsible for a defect, he shall rectify it at his own cost.

Contractor shall notify the NHS of which measures he intends to apply and the time for rectification. The NHS shall notify Contractor of their view on the rectification plans without undue delay. The NHS shall not unreasonably prevent Contractor from performing the planned rectification and the NHS shall provide all necessary data to perform such rectification.

Time spent by the NHS personnel in connection with rectification of defects will be charged to Contractor, as specified in [Appendix C Administrative specifications Section 3.1.4](#).

8.4.3 Rectification by the NHS or by a Third Party

If the NHS refuses to allow Contractor to perform the rectification work, then Contractor shall pay to the NHS an amount equal to the costs Contractor would have incurred if Contractor had performed the rectification work.

If Contractor is unable to rectify a defect within a reasonable time after the NHS' notification, then the NHS shall be entitled to rectify the defect itself or engage a Third Party to do so, and in which event Contractor shall reimburse the NHS the cost thereof up to a limit of the total contract value.

Time spent by the NHS personnel in connection with rectification of defects will be charged to Contractor, as specified in [Appendix C Administrative specifications Section 3.1.4](#).

8.4.4 Claims for damages

In case of defect, the NHS is entitled to claim compensation for damages, which could reasonably have been foreseen as a possible consequence of the defect, unless the Contractor proves that the defect or the cause of the defect cannot be ascribed to him.

The NHS is only entitled to compensation for indirect losses in the event that the Contractor, or someone for whom the Contractor is responsible, has committed gross negligence or deliberate breach of Agreement.

Maximum compensation shall normally be limited to an amount, which corresponds to the total remuneration according to the Agreement excluding value added tax. This limitation does, however, not apply in the event that the Contractor, or someone for whom he is responsible, has committed gross negligence or deliberate breach of contract.

In the event that the Work has been delayed according to [Section 8.1.2](#), possibly the revised delivery schedule according to [Section 8.3](#), before the expiry of the daily penalty period according to [Section 8.4.1](#), the NHS is entitled to claim compensation for damages which are reasonably demonstrated to have been caused by the delay, unless the Contractor proves that the delay or the cause of the delay cannot be ascribed to him. This includes losses due to delayed commencement of operations and losses, which are caused by additional work as a consequence of the delay.

8.4.5 Termination

Unless otherwise agreed, the NHS is entitled to terminate the Agreement with immediate effect by notifying Contractor when:

- The quality of the first hydrographical survey does not meet the quality standards specified in [Appendix B Technical specifications](#), and the defect is not rectified according to [Section 8.4.2](#).
- It is clear that completion of the Work is delayed by more than 14 days in accordance with [Section 8.1.2](#),
- Contractor is in substantial breach of this Agreement

If the parties have agreed to an additional delivery schedule according to case of an agreed additional schedule according to [Section 8.3](#), then the NHS cannot terminate the Agreement until 30 days after expiration of the additional period.

In case of termination, the provisions of [Section 11.3](#) shall apply.

9 BREACH OF CONTRACT BY THE NHS

9.1 What is to be deemed as breach

Breach of Agreement occurs when there is a defect according to [Section 9.1.1](#) or delay according to [Section 9.1.2](#) to the Work.

Defects or delays caused by Contractor or force majeure are not to be deemed as breach.

Contractor shall notify the NHS in writing without undue delay after the breach is or ought to have been discovered. The notice given shall contain a specific description of the breach.

9.1.1 Defect

There is a defect if the items and data provided by the NHS do not fulfil its obligations in accordance with [Appendix E NHS provided items and information](#).

9.1.2 Delay

Delay occurs if the NHS has not fulfilled its obligations in accordance with [Appendix C Administrative specifications Section 3.2 and 3.3](#).

9.2 The NHS' duty to notify

If the NHS should have cause to believe that it cannot fulfil its obligations of this Agreement, the NHS shall promptly notify the Contractor accordingly.

The notification shall contain the following information:

- a) The cause of the breach
- b) Its estimated effect on the Agreement Schedule and other parts of the Agreement, and
- c) The measures which the NHS considers appropriate to avoid, limit or recover the breach.

The Contractor shall without undue delay notify the NHS of its view of the information provided by Contractor. Such notification shall not release the NHS from any of its obligations under this article.

9.3 Remedies for breach of Agreement

9.3.1 Deferment

In case of delay, Contractor shall be entitled to a deferment in the Schedule. Such adjustment shall correspond to the consequences of the delay caused to Contractor by the NHS' breach of Agreement.

The Contractor has a corresponding right with respect to delay caused by defects, discrepancies and inconsistencies in the NHS' provided data and items.

9.3.2 Compensation for damages

The Contractor may claim compensation for losses which are reasonably due to the NHS' breach of contract; unless the NHS proves that the breach of contract cannot be ascribed to him.

Indirect losses are only compensated in the event that the NHS or someone the NHS is responsible for has committed gross negligence or deliberate breach of contract.

9.3.3 Interest for delayed payments

In case of delayed payment according to [Appendix C Administrative specifications Section 3.2 and 3.3](#), the NHS shall pay interest in accordance with Act of 17 December 1976 No. 100 relating to Interest on Overdue Payments, etc.

10 LIABILITY FOR SUB-CONTRACTORS

The Contractor has the same responsibility for Sub-contractors as for his own fulfilment of the Agreement.

11 MISCELLANEOUS

11.1 Insurance

The NHS, being a Norwegian state government institution, acts as its own insurer. In the event where that is not the case, the NHS undertakes to have adequate insurance to cover its risks and responsibilities according to the Agreement.

Contractor shall insure its liability under this Agreement at its own costs for the term of the Contract.

The interest of the NHS shall be noticed on the insurance policy/certificate, including;

- a) All risks, hull and machinery insurance for each vessel or other floating devices and in sea gear provided by Contractor Group in connection with the Work. The insurance policies shall be taken out with Norwegian or comparable insurance conditions and shall cover the total value of the vessel/device,
- b) Protection and indemnity insurance (P & I insurance), including oil pollution insurance for such vessels and devices as mentioned in a),
- c) Liability insurance covering Contractor's liability for damage to property and personal injury under [Section 8.4.4](#) to the extent such liability has not been covered under a) or b)

- d) Insurance of personnel who shall cover losses connected with illness, personal injury or accidental death in Contractor Group to the extent required by applicable laws.

The policies shall state that the insurers waive all rights of subrogation against the NHS.

Contractor shall ensure that the insurances listed in a), b) and c) above entitle the NHS to make a direct claim against the insurers in respect of claims which Contractor Group is obliged to indemnify under [Section 8.4.4](#).

Contractor shall undertake that all insurance policies contain a clause requiring the insurer to notify the NHS in good time before the insurance is cancelled or the insurance ceases for any other reason.

The NHS shall have the right to request Contractor to provide insurance certificates and/or policies.

11.2 Contractor's guarantee

Contractor guarantees the performance of the Work. He also guarantees that all materials used for the Work are suitable for the purpose and use for which it, according to this Agreement, is intended.

The guarantee period is 5 years from the Delivery Date.

11.3 Termination

The NHS shall with 30 days notice and independent of a breach of Agreement by the Contractor, have the right to terminate the Agreement in whole or in part by written notice to the Contractor.

The termination notice shall

- a) State the reasons for the termination,
- b) State the date on which the termination will take effect, and
- c) Instruct the Contractor how to proceed in the circumstances.

In the case where the termination is not caused by a breach of Agreement by the Contractor, the NHS shall pay to the Contractor

- a) The unpaid balance due to Contractor for that part of the Work already performed, and
- b) All documented necessary termination charges and administration costs incurred by Contractor in connection with the termination.

The NHS is entitled to terminate the contract with immediate effect when contractor becomes insolvent or stops his payments.

Contractor shall in case of termination deliver to the NHS all copies, drawings, specifications and other items which the NHS is entitled to use to complete the Work itself or with the help of others.

11.4 Force majeure

Neither of the parties shall be considered in breach of an obligation under this Agreement to the extent the party can establish that fulfilment of the obligation has been prevented by force majeure.

If an event of force majeure should occur, the affected party shall as soon as possible notify the other party of such occurrence. The notification shall include:

- a) Complete information about the event
- b) An estimate of the consequences of the situation, and
- c) An estimate of the ability of the affected party to perform its obligations under this Agreement.

In case of force majeure each party shall cover its own costs resulting from the force majeure situation.

In force majeure situations, the other party has the right to walk away from the Agreement with the consent of the party affected of if the situation lasts or is expected to last for more than 60 days calculated from the date the situation arose, and then only upon 15 days' notice.

11.5 Assignment

The Parties shall not assign this Agreement, or any part thereof, without the written consent of the other party. This includes take-overs, merges or similar situations.

The Parties shall undertake to inform the other party of any change of company name, address or proposed take-over within 60 days of any such change.

12 CHOICE OF LAW AND RESOLUTION OF DISPUTES

The parties' rights and obligations pursuant to this Agreement shall be regulated exclusively in accordance with Norwegian law.

An attempt shall be made to resolve any disputes that arise between the parties concerning the interpretation or legal effects of this Agreement by negotiation first. If such negotiations fail to resolve the dispute within two months, then either of the parties may demand that the matter shall be resolved with final effect by Norwegian courts.

Disputes shall be settled by court proceedings before the City Court of Stavanger, Norway.

This agreement is done in two equal counterparts, retained by each of the two parties.

Date:

Date:

[Name]
Norwegian Mapping Authority
Hydrographic Service

[Name]
[Name of the Contractor]