



CLIMATE CHANGE SERVICES AGREEMENT

Section II - General terms and conditions

1. Work Execution

- 1.1 DNV shall execute the Work in a professional manner and in accordance with the provisions of this Agreement.
- 1.2 DNV will provide adequately qualified personnel to execute the Work.
- 1.3 In case of delay which is not due to DNV or provided allocated personnel is no longer available to DNV, DNV may replace allocated personnel with equivalent staff. Such replacement is subject to prior written consent by the Customer. However such consent may not be unreasonably withheld.
- 1.4 Any Work performed by DNV shall be in accordance with the agreed scope of Work or as modified by agreement in accordance with article 7 "Variation" herein.
- 1.5 Witnessing means that the accreditation team (AT) reviews the validation / verification process and report before DNV can request registration / issuance in accordance with DNV procedures, the CDM modalities and procedures and later decisions by the EB. If the sectoral scope is required for accreditation witnessing activities, the Customer is obliged to accept the project as an accreditation witnessing activity.

2. Assignment

- 2.1 DNV shall have the right to transfer, assign or subcontract all or parts of its rights and obligations under this Agreement to any other legal entity within the DNV group.
- 2.2 DNV shall have the right to subcontract parts of its duties under this Agreement to an external person or company. In such case the Customer shall be informed in writing.

3. Documents and Information

- 3.1 The Customer is obliged to place all documents and information required by DNV to execute the Work at DNV's disposal. The Customer warrants that the content of any and all documents or information provided by the Customer to DNV are true and correct.
- 3.2 DNV may withdraw from the contract if requested documents and/or information has not been provided within 3 (three) months.
- 3.3 Any change which may significantly influence the Work and the execution by DNV, shall be reported to DNV without undue delay.
- 3.4 Any documents and/or information are considered provided to the other if transmitted by e-mail and confirmation of receipt is obtained by e-mail.

4. Safety, Health and Environment (SHE)

- 4.1 The Customer shall inform DNV of any real or potential SHE hazard which may be relevant to, involved or introduced in the Work and/or any necessary safety measures required for the Work, prior to or during the performance of the Work.
- 4.2 Whenever DNV undertakes work on site, the Customer shall provide all adequate safety measures to ensure a working environment that is safe and in accordance with all relevant legislation.

5. Issuance of Validation/Verification Reports ("the Report")

- 5.1 Upon completion of the verification/validation process, DNV will at its own discretion issue the Report to the Customer, provided DNV finds that there is conformity with the relevant Scheme.
- 5.2 DNV may withdraw any Report issued with immediate effect, if the requirements of the relevant Scheme are no longer satisfied or if payment by the Customer is not made in accordance with this Agreement.
- 5.3 The Customer may appeal DNV's decision not to issue or to withdraw a report. The standard procedure for disputes, complaints and appeal will be provided by DNV upon request by the Customer.

6. Remuneration

- 6.1 The Customer shall pay DNV for the Work, as specified in Section III – Scope of Work and Remuneration of this Agreement.
- 6.2 For long term engagements (duration 12 months or more), rates are revised periodically every 1st of January.
- 6.3 All fees are exclusive of VAT or any other local sales taxes and/or withholding taxes.
- 6.4 Payment shall be made within 30 days after receipt of the invoice to the bank account therein specified. For late payment interest will be charged at 1% per month or part thereof.

7. Variations

- 7.1 The Customer shall be entitled to request additional work (hereinafter referred to as "variations") under this Agreement.
- 7.2 All variation requests shall be in writing, clearly defining the variation required, including but not limited to remuneration and time schedule.
- 7.3 No variation shall be implemented before the parties have reached an agreement regarding the extent and the remuneration hereto and the revised time schedule.

8. Confidentiality

- 8.1 The Customer and DNV mutually agree not to disclose to any third party without the prior written consent of the other party, any information obtained from the other party related to this Agreement.
- 8.2 However, each party shall be free to disclose such information as is: known by it prior to the information being disclosed by the other party, or part of the public domain at the time of disclosure, or required to be disclosed by public authorities in accordance with applicable law, or required to be disclosed by the relevant Accreditation Authority.

- 8.3 Both parties may disclose information to their subcontractors without prior written consent to the extent necessary to complete the Work, provided that a written confidentiality agreement reflecting the principles above is entered into with such subcontractors.
- 8.4 The obligations of both parties as defined in this article shall apply notwithstanding the completion of the Work or termination of this Agreement.
- 8.5 Irrespective of the provisions in this Clause 8 and Clause 9 (Intellectual Property Rights), Customer hereby authorises DNV to use information generated from the work for statistical and analytical purposes, even when such statistics and analysis will be published, always provided that such information is made anonymous.

9. Intellectual Property Rights

- 9.1 The Customer shall have full ownership rights to the deliverables developed by DNV as part of the Work, unless otherwise specified. DNV shall, subject to this Agreement on a royalty free basis, have free use of such deliverables.
- 9.2 Any writings (including but not limited to photographs, diagrams, models and computer programs) developed during the course of the Work, which are not part of the deliverables, shall be the exclusive property of DNV.
- 9.3 Notwithstanding the above, both parties agree that any intellectual property right in existence prior to this Agreement (either as a filed application or already obtained) shall remain the sole property of the originating party.
- 9.4 Customer shall save, indemnify, defend and hold harmless DNV from all claims, losses damages, costs (including legal costs), expenses and liabilities of every kind arising out of any alleged infringement of any patent or proprietary or protected rights arising out of or in connection with the execution of the obligations of DNV under this Agreement or the use by DNV of any information, material or data supplied by Customer.

10. Liability

- 10.1 Unless and to the extent any direct loss, damage, cost or expense ("Loss") incurred by the Customer have been judicially finally established (including any appeal) to have been solely caused by DNV's negligence, wilful misconduct or fraud, the Customer will save and indemnify DNV of any such Loss howsoever caused, arising out of or in connection with the Agreement.
- 10.2 DNV may under no circumstance be held liable for any Loss suffered by the Customer and/or any third party for use of information which is provided by the Customer in breach of Article 8 (Confidentiality) hereunder.
- 10.3 DNV may under no circumstance be held liable for any Loss suffered as a result of any service or reports provided by the Customer to any third party which is based on DNV's Work hereunder.
- 10.4 DNV may under no circumstance be held liable for any Loss due to the receipt by DNV of false, misleading inaccurate or incomplete information or documentation.
- 10.5 DNV's aggregated liability to the Customer, whether in contract or tort, for any Loss howsoever caused arising from or in any way connected with this Agreement shall never exceed DNV's actual fee invoiced or US \$ 1 million whichever is the less, unless otherwise negotiated.
- 10.6 DNV may under no circumstance be held liable for any liability for indirect, incidental or consequential damages, including but not limited to loss of profit and loss of use.

11. Termination

- 11.1 This Agreement may be terminated forthwith by either party in the event of the other party going into insolvent liquidation or having a Receiver or Administrator appointed over all or part of its assets or being the subject of any other formal insolvency procedure.
- 11.2 In the event of either party being in a material or fundamental breach of any of the terms of this Agreement the other may forthwith terminate the Agreement if the breach is incapable of remedy. If the breach is capable of remedy, the aggrieved party shall serve on the other 14 days notice requiring such breach to be remedied and, if such breach is not remedied within the 14 day period, the Agreement shall automatically terminate.

12. Force Majeure

Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by any event beyond the control of the party affected which the party had no reasonable way of preventing or grounds to anticipate, including but not limited to an act of war, natural disaster, fire, explosion, labour dispute. The affected party shall immediately notify the other party in writing of the causes and expected duration of any such occurrence.

13. Law

- 13.1 This Agreement shall be governed and construed in accordance with the laws of Norway
- 13.2 Any dispute arising in relation to or as a consequence of this Agreement, which cannot be settled amicably through negotiations between the parties, shall be subject to the courts of Norway, Oslo being the proper venue.