

CONTRACT ON MARINE ROUTE SURVEY

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APPENDICES

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This **CONTRACT ON MARINE ROUTE SURVEY** with the above stated appendices (the "**Contract**") is entered by and

between [CONTRACT PARTY]
CVR NO. [...]
[ADDRESS]
[ZIP CODE AND CITY]
COUNTRY
(**"Tusass" or "Purchaser"**)

and [CONTRACT PARTY]
CVR NO. [...]
[ADDRESS]
[ZIP CODE AND CITY]
COUNTRY
(**"Contractor"**)

individually a "**Party**" and collectively the "**Parties**".

1. BACKGROUND

1.1 In February – April 2023 Tusass carried out a request for quotation process for a hydrographic cable route survey (in this Contract in general referred to as a marine route survey) marine route survey, including the survey, study and investigation of the bathymetry, seabed features and shallow geology along a route proposed by Tusass for a digital fibre optical submarine cable system ("**Submarine Cables**") linking various cities along the Greenlandic west coast.

1.2 On the basis of the proposals received and discussions held with various vendors, Tusass chose to enter into this Contract with Contractor for Contractor's provision of the marine route survey in accordance with the terms of this Contract.

1.3 Tusass will receive funding from the European Union in respect of the work to be performed by Contractor under this Contract subject to Tusass' compliance with a grant agreement (the "**Grant Agreement**") entered into with the European Health and Digital Executive Agency ("**HaDEA**"), and Contractor's compliance with certain provisions thereof.

2. PARTIES

2.1 Tusass

- 2.1.1 Tusass is the incumbent and only operator of the fixed, mobile, satellite, submarine cable and other telecommunications network in Greenland. Tusass is owned by the Government of Greenland and operates on a commercial basis on the same manner as a privately-owned operator.

2.2 Contractor

2.2.1 [to be inserted]

3. DEFINITIONS, INTERPRETATION AND DIFFERENTIATION IN TERMS

- 3.1 Capitalized terms and expressions in this Contract shall have the meaning ascribed to them in Appendix 1.1 (Definitions) or elsewhere in this Contract unless the context otherwise requires. Capitalized terms and abbreviations used in the Contract, but not otherwise defined or explained, shall be interpreted in accordance with the general meaning thereof (i) used in connection with marine route surveys for the tele communications industry or (ii) have the general meaning as the context requires.
- 3.2 The provisions and stipulations of this Contract shall be construed in accordance with the following:
- (a) the singular includes the plural and vice versa;
 - (b) references to a standard, policy, method, act, statutory provision or statutory instrument include a reference to that standard, policy, method, act, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
 - (c) any phrase introduced by the words "including", "includes", "in particular", "for example", "such as" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
 - (d) a statement that a Party may take or omit any action implies that the Party shall be entitled to take or omit that action in its sole and absolute discretion;
 - (e) except otherwise set out in this Contract, where a Party is entitled to any right or remedy, its entitlement to or the exercise of that right or remedy shall be without prejudice to its other rights and remedies;
 - (f) any reference to writing includes typing, printing, and any form of electronic mail or a durable medium reproducing word in a visible, available and permanently accessible form;
 - (g) references to an Appendix includes a reference to its sub-appendices and their annexes, if any; and
 - (h) any sentence stating: "for avoidance of doubt", shall be considered a contribution to the interpretation of a certain clause or matter, and not be considered normative as setting out a norm or a rule deviating from the matter or clause it concerns.

3.3 The chapters and headings in these Master Terms and in the Appendices are for ease of reference and readability and do not prejudice the content or interpretation of the clauses and sub-appendices thereunder.

3.4 References to "Clauses" and "Appendices" are, unless otherwise provided, references to the clauses of and appendices to this Master Terms.

3.5 Conflicting documents and clauses (MR)

3.5.1 In the event of conflict between the clauses of this Master Terms and the Appendices, the conflict shall be resolved in accordance with the following order of precedence:

- (a) Appendix 1.2 (~~Agreed Deviations to the Contract~~~~Agreed Deviations to the Contract~~)
- (b) Master Terms and Appendix 1.1 (Definitions);
- (c) Appendix 2 (~~Requirements to Route Survey~~~~Requirements to Route Survey~~) and its sub-appendices
- (d) Appendix 4 (~~Pricing and Invoicing~~~~Pricing and Invoicing~~) and its sub-appendices
- (e) Appendix 3 (~~Survey Solution~~~~Survey Solution~~) and its sub-appendices.
- (f) any other document referred to in this Contract or any other document attached to this Contract.

3.5.2 Irrespective of the foregoing, all clauses of these Master Terms or of any Appendices which are marked with "MR" (i.e. minimum requirements), shall take prejudice to any other clauses or provisions of any Appendix that may conflict therewith.

4. SCOPE AND OBJECTIVE (MR)

Under this Contract, Contractor shall by performing the Work obtain and assess, as applicable, and to Purchaser deliver the Survey Results comprising the Survey Data, Survey Charts and Survey Report, all of which shall be in conformance with the terms of this Contract.

5. PERFORMANCE OF THE WORK

5.1 General obligations (MR)

5.1.1 Contractor shall perform the Work efficiently and ensure timely progress in accordance with the Survey Requirements and the terms of this Contract and never less than Good Industry Practices, for the purposes of successfully obtaining the objectives set out in Clause 4 and all associated aspects of Survey operations itemised in this document, and, for the avoidance of doubt, subject only to Purchaser performing its relevant tasks and duties as set out in the Survey Requirements.

5.1.2 Time is of the essence for Purchaser, and Contractor acknowledges and agrees that due to the Arctic climate and the window for performing the Work being limited to May 15th – October 31st, 2023, Contractor's conformance to Appendix 3.1 (Survey Plan of Work) is material to Purchaser. Consequently, to lower the risk for delay due to failure of the Vessel, Equipment, Contractor Staff or for non-compliance with applicable Law or other administrative reasons, it is material that Contractor complies with the requirements thereto as set out herein.

- 5.1.3 If the Survey Requirements do not include specific requirements to certain aspects of the Work, then Contractor shall perform the Work in the most efficient, economical, and professional manner possible, consistent with Good Industry Practices, unless otherwise specifically agreed with the Purchaser.

5.2 Contractor's knowledge and information

- 5.2.1 The Contractor shall be deemed to have fully examined and satisfied itself as to any information which is relevant to the risks, contingencies and other circumstances which could affect and/or is necessary or appropriate for Contractor's due performance of this Contract, including all relevant charts, maps, drawings, satellite imagery, regulations and any other reasonably available information.
- 5.2.2 Purchaser shall not be responsible towards the Contractor for any acts or omissions of the Contractor that violate the laws, statutes, orders, rules, decrees, or regulations of any jurisdiction in which the Work is carried out by Contractor, unless Purchaser is responsible due to its own negligence or wilful misconduct.

5.3 Vessel, Equipment, and Utilities

- 5.3.1 Unless otherwise explicitly set out herein, Contractor shall in a timely manner to the extent necessary or appropriate, at its own cost, be responsible for
- (a) providing and ensuring the continued due operation of all assets necessary to perform the Work, including the Vessel, Equipment, and any replacement parts thereto prior to or during the Work; and
 - (b) having all temporary utilities and facilities, including electricity, gas, telecommunications, water, and any other services; and
- as may be required by Contractor to perform this Contract in accordance with Good Industry Practices and the terms of this Contract.
- 5.3.2 The Vessel and Equipment shall be fit for the purposes of the Work and provision of the Survey Results in accordance with the Survey Requirements, including within the limits for bad weather (cf. Appendix 3.3 (~~Vessel used by Contractor~~Vessel used by Contractor)).

5.4 Contractor's Staff

- 5.4.1 Contractor shall engage and manage its staff, Contractor Staff, to be used for the performance of this Contract, and shall (i) make arrangements for their payment, accommodation, feeding, transport and welfare, (ii) comply with all relevant labour Laws applicable to them, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights, and (iii) shall require its Staff to obey all applicable Laws, including those concerning health and safety at work.
- 5.4.2 Contractor Staff shall be appropriately qualified, skilled, experienced, and competent in their respective trades or occupations, and Contractor shall use its best endeavours to ensure continuity of the Contractor Staff during the performance of this Contract.
- 5.4.3 Purchaser may by reasoned statement require Contractor to remove any person employed in the performance of the Work, who:
- (a) persists in any misconduct or lack of care;

- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provisions of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; or
- (e) is found, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive or coercive practice.

Contractor shall then promptly appoint a suitable replacement.

- 5.4.4 To the extent set out in the Survey Requirements, Contractor shall in respect of the Contractor Staff be subject to vetting procedures as set out therein.

5.5 Permissions, Consents and Approvals

- 5.5.1 Purchaser shall be responsible for obtaining the permissions required for the performance of the Survey itself.
- 5.5.2 Contractor shall in a timely manner as required by Appendix 3.1 (Survey Plan of Work) obtain from the relevant authorities all other necessary operational clearances, consents, and approvals as may be required under applicable Law for the performance of this Contract, including for use of the Vessel and Equipment in conformance with the Survey Requirements and shall abide by any restrictions to procedures imposed by any of the authorities.
- 5.5.3 Contractor shall be responsible for the provision and cost of any of the following facilities and services which may be required by the Contractor (and/or its subcontractors) as well as Purchaser' Representative(s) in connection with their stay on board the Vessel during the Survey:
- (a) Administrative issues, entry permits, licenses, visas etc. as may be needed, for such personnel, whether employed or temporary engaged.
 - (b) Medical facilities and care at medical institutions which may be required in emergencies.
 - (c) Catering facilities and supplies required to provide for all personnel.
 - (d) Any other services and facilities required to perform the work.
- 5.5.4 Contractor shall be responsible for the environmentally compatible disposal of all materials (e.g. pieces of cable, waste left over from the engineering work) and any liquid substances (e.g. waste water, sewage) produced in connection with the Work.

5.6 Safety

Contractor shall give due consideration to the safety of all personnel onboard the Vessel and of the Equipment during the entirety of the Survey. The Vessel shall conform to accepted marine safety standards and all applicable laws.

5.7 Distress and Salvage

- 5.7.1 Contractor shall be at liberty to let the Vessel deviate to render essential assistance to ships in distress or to save life and the Work shall be suspended in connection therewith. During such suspension of the Work, Purchaser shall pay the daily hire charges as specified in

Appendix 4.2 (Price List) at a rate of 50%, provided, however, that Contractor is cannot recover the cost of deviation otherwise.

- 5.7.2 The Contractor shall only enter into an arrangement for the salvage of property with the prior written Contract of the Purchaser, which may not be unreasonably withheld or delayed.

6. SURVEY RESULTS

6.1 Requirements to Survey Results

- 6.1.1 The Survey Results shall conform to the requirements in the Survey Requirements, any procedures set out therein and any Contract Variations, but never be of less quality and/or quantity than required by Good Industry Practices if such require more than set out in the Survey Requirements.
- 6.1.2 During the Survey, Contractor shall obtain the Survey Data and Survey Charts on a continuing basis and shall present it to Purchaser for commenting and/or approval on a daily basis as further set out in the Survey Requirements. The Survey Report shall be subject to the acceptance procedure set out in Clause 6.2.

6.2 Acceptance Procedures for the Survey Report

- 6.2.1 The Survey Report shall be subject to the following acceptance procedure:
- (a) Within one (1) week from the completion of the Survey, Contractor shall provide Purchaser with a draft Survey Report.
 - (b) Within two (2) weeks from Purchaser's receipt of the draft Survey Report, Purchaser shall provide its comments, if any, to the report detailing any deficiencies identified.
 - (c) Within one (1) week from receipt of Purchaser's comments, Contractor shall provide the final Survey Report with the updates pursuant to the forgoing.
 - (d) Within one (1) week from receipt, and Purchaser shall inform in writing of its acceptance or rejection of the updated Survey Report. Purchaser shall be entitled to reject the updated Survey Report if deficiencies are found, in which case item (c) and this item (d) shall apply again, and otherwise the Survey Report shall be accepted, and be considered the final Survey Report.
- 6.2.2 Contractor shall provide the draft and final Survey Reports in the standard electronic format as required by Purchaser.

6.3 Security of Survey Results

- 6.3.1 Contractor shall on the Vessel and on Service Locations comply with the security measures specified in Appendix 3.4 (~~Contractor's Information on Security Measures~~~~Contractor's Information on Security Measures~~) when processing data and information pertaining to the Survey Results.
- 6.3.2 Within 30 days from the final delivery of the Survey Results to Purchaser, Contractor shall delete all hard and soft copies thereof, and its management shall certify to Purchaser that such deletion has been made.

6.4 Ownership to Survey Results (MR)

- 6.4.1 The Survey Results shall be owned exclusively by Purchaser from their creation.

- 6.4.2 In the event of a dispute with Purchaser, Contractor shall not be entitled to withhold any Survey Results from Purchaser, whatsoever, and shall deliver the Survey Results to Purchaser on request.

7. LOCAL INVOLVEMENT

- 7.1.1 Contractor shall use Local Involvement to the extent set out in Appendix 3.5 (Subcontractors and Service Locations).
- 7.1.2 In order for Purchaser to issue a certificate of completion pursuant to Clause 8, Contractor shall demonstrate that such Local Involvement has been met. If not, a sum equivalent to the percentage of the Total Contract Sum related to the Local Involvement as set out in Appendix 3.5 (Subcontractors and Service Locations) will be deducted from the payment connected to Completion.

8. COMPLETION OF WORK

- 8.1 Within four (4) weeks from Purchaser's acceptance of the Survey Report pursuant to Clause 6.2, Purchaser shall issue a formal certificate of completion ("**Completion**") to the Contractor acknowledging Contractor's fulfilment of this Contract, provided that Contractor has provided sufficient documentation of its fulfilment of its obligations under the Contract. The date of Completion shall be the "**Completion Date**".
- 8.2 If Purchaser rejects Completion due to Contractor's non-performance of its obligations, and provided the non-performance is capable of being remedied, Contractor shall remedy all such non-performance without undue delay, and provide Purchaser with the documentation thereof. Purchaser shall then assess if Completion has been achieved, and if not, this Clause ~~8.28.2~~ shall apply again.

9. PURCHASER'S TASKS AND DUTIES

- 9.1 Contractor shall be excused from delays with the performance of Work to the extent that such delays are due to Purchaser's non-performance or delayed performance of its tasks and duties as set out in the Survey Requirements, always provided that:
- (a) Purchaser's non-performance is not due to Contractor's failure with performing its obligations under the Contract.
 - (b) Contractor notifies Purchaser in writing of Purchaser's such failure as soon as Contractor becomes aware thereof, such notice to set out the details of Purchaser's failure.
 - (c) Contractor has used its commercially reasonable endeavours to perform the Work despite regardless of the failure by TS and mitigates its costs and risks for costs.

10. SUBCONTRACTOR AND SERVICE LOCATIONS

10.1 Subcontractors

- 10.1.1 Contractor shall not sub-contract any of its obligations under this Contract without Contractor's prior written consent. Contractor Staff on the Vessel engaged specifically for the performance of the Work are not considered as subcontractors, but as being employed by Contractor.

10.1.2 Purchaser has consented to the engagement of (i) the subcontractors listed in Appendix 3.5 (Subcontractors and Service Locations), and (ii) any subcontractor who as part of Contractor's supply chain delivers to Contractor standard and generally available goods and services for Contractor's use for the performance of the Work, however only in respect of such subcontractor's delivery thereof.

10.1.3 Contractor shall remain responsible for all acts and omissions of its subcontractors and the acts and omissions of those employed or engaged by the subcontractors, as if such acts and omissions were performed by Contractor itself. Contractor shall be responsible for subcontractors' compliance with the terms and conditions set out in this Contract. An obligation on Contractor to do, or to refrain from doing any act, shall include an obligation to procure that its subcontractors also do, or refrain from doing such act or thing.

10.2 Service Locations

10.2.1 In addition to the Vessel, Contractor shall not use any other locations than the Service Locations specified in Appendix 3.5 (Subcontractors and Service Locations) for any data storage or processing of the Survey Results, unless otherwise agreed.

11. CONTRACT VARIATION

11.1 The Purchaser shall be entitled to request a variation to the Work ("**Variation Request**"), which shall be processed by Contractor with the haste required pursuant to with Good Industry Practices, and by no later than as required by Purchaser to achieve the purposes of the Contract Variation Request, including by providing the details of the proposed work to be performed, the price and any consequences of performing such work to the remaining Survey, so that Purchaser may make a fully informed decision of whether to agree to Contractor's offer to implement the Variation Request.

11.2 Contractor shall, however, be entitled to reject a Variation Request from Purchaser, provided that Contractor in its written rejection reasonably substantiates that the proposed Variation Request:

- (a) would adversely affect the health and safety of any person;
- (b) would require the Work to be performed in a way that infringes any law;
- (c) would prevent Contractor from performing the Work;
- (d) would require Contractor to implement the Variation Request in an unreasonable period of time;
- (e) would materially and adversely change the nature of the Survey, if implemented;
- (f) would require Contractor to possess powers or capacity that Contractor does not have, in order to implement the Variation Request; and/or
- (g) would introduce additional cost to Contractor which cannot be recovered through additional fees or payments.

11.3 Contractor's price for implementing the Variation Request shall be calculated in accordance with the rates specified in Appendix 4 (~~Pricing and Invoicing~~**Pricing and Invoicing**). To the extent rates are not included therein, Contractor shall in good faith provide its price for the

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work and demonstrate to the satisfaction of Purchaser that the calculation is fair and reasonable based on the Charges and rates already agreed under the Contract.

- 11.4 If Purchaser agrees to Contractor's offer to implement the Variation Request, the Variation Request shall be deemed a Contract Variation and all work comprised therein, shall be considered "Work" under this Contract, and the Contract Variation as an integral part of this Contract.
- 11.5 A Contract Variation must be agreed in writing (including by e-mail) for having an effect between the Parties.
- 11.6 The Contractor shall not depart from any conditions or requirements laid down in the Contract without the prior written permission of the Purchaser.
- 11.7 Irrespective of the foregoing, if a Variation Request concerns the addition of a new route segment not comprised by Appendix 2.1 (Route Position Lists), the Survey thereof shall be performed on after Completion of Segments originally in scope, including any variations thereto, unless otherwise agreed by the Parties.

12. GOVERNANCE

- 12.1 The Parties agree to manage this Contract through the governance structure detailed in Appendix 5.1 (Governance), including appointing, making available and appropriately empowering representatives to participate in the various bodies forming part of the governance structure.
- 12.2 Contractor shall not revoke or amend its representatives and appoint new representatives without prior written notification to Purchaser.

13. PRICES

- 13.1 Purchaser shall pay Contractor's charges as set out and calculated pursuant to Appendix 4 (~~Pricing and Invoicing~~Pricing and Invoicing) (the "**Charges**").
- 13.2 Unless otherwise stated in the Contract, the Charges shall be deemed to cover all Contractor's obligations under the Contract and all things necessary for the proper performance of this Agreement.

14. CUSTOM DUTIES, IMPORT TAXES AND VALUE ADDED TAXES

- 14.1 All sums of money stated or referred to in the Contract shall be exclusive of any custom duties, import taxes, dues, levies and value added tax ("**Tax**") chargeable in the countries in which the Work is performed, i.e. Greenland only.
- 14.2 Contractor shall show the total amount, if any, of Tax that is payable, if applicable, separately and itemised by country and authority to which the Tax is to be paid.
- 14.3 Contractor shall not require payment of any sums of Tax due (either to Contractor or directly to the taxation authorities concerned) until Contractor has delivered a tax invoice containing the particulars required by statute in respect of such Tax and any other particulars which Purchaser may prescribe to enable Purchaser to reclaim sums invoiced.
- 14.4 Tax may only be claimed at cost and when contractually due.

14.5 Irrespective of the foregoing, Contractor shall itself be responsible for customs, import duties, taxes, dues and levies that may be payable on the personal effects of Contractor Staff, and without any right to reimbursement by Purchaser.

14.6 Purchaser shall not be responsible for Contractor's or its Staff's income tax or for any other taxes, dues, and levies relating to the latter, or for Contractor's direct taxes.

15. LIQUIDATED DAMAGES

15.1 If the Work is not completed on or before the Completion Date as set out in Appendix 3.1 (Survey Plan of Work) or any extension thereto allowed or agreed under Clause 11 above then Contractor shall be subject pay liquidated damages per the commencement of each 24 hour period of 0.2% (zero-point-two-percent) of the Total Contract Sum up to a total maximum of 15% of the Total Contract Sum.

15.2 By Purchaser issuing the Completion despite any delay by Contractor, Purchaser shall not be deemed to have waived any rights whatsoever or made any concessions as to Purchaser's right to claim liquidate damages pursuant to Clause 15.2.

16. WARRANTIES

16.1 In addition to the representations and warranties set out elsewhere in this Contract, Contractor represents and warrants to Purchaser that:

- (a) Contractor has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Contract.;
- (b) Contractor's performance of the Work and Purchaser's utilisation thereof in accordance with the terms of this Contract do not violate any export control or trade restrictions regulation.
- (c) that the Survey Results and the Work are in accordance with the terms of this Agreement.

16.2 The warranty set out in Clause ~~16.1(b)~~~~16.1(b)~~ and ~~16.1(c)~~~~16.1(e)~~ shall be applicable between the Parties for a period of 36 (thirty-six) months from the Completion Date ("**Warranty Period**").

16.3 In respect of the warranty set out in Clause 16.1(c), Contractor acknowledges and agrees that any acceptances or approvals by Purchaser of any data and/or assessments by Contractor related to the Survey Results during the Survey or in connection with Completion, shall be without prejudice to any subsequent assessment of the warranty having been fulfilled. Such acceptances and/or approvals by Purchaser shall neither directly or indirectly constitute any waiver of Purchaser's right to claim breach of the warranty.

16.4 In the event of a breach of warranties under the Contract, Contractor shall in Purchaser's sole discretion, for Contractor's risk and cost either reperform the Work breaching the warranties or repay the amount of the Total Contract Sum corresponding to such Work pursuant to the calculation thereof as if it had been excluded in a Contract Variation, and shall incur liability pursuant to the terms of this Agreement.

16.5 Clause ~~16.4~~~~16.4~~ shall apply unless,

- (a) Purchaser has not given Contractor due notice of the non-conformities with the warranty without undue delay from their discovery and within the Warranty Period;
- (b) the non-conformities were caused by Purchaser or matters attributable to Purchaser;

17. PERFORMANCE BOND

Contractor shall issue the performance bond set out in Appendix 1.3 (Performance Bond), which shall cover Contractor's repayment of relevant Charges and liability in the event of materially breaching this Contract.

[to be further discussed with Contractor. Contractor to disclose the institutions which usually issue performance bonds for the benefit of Contractor's customers, and the usual terms thereof. Purchaser reserves its rights to apply its own standard for performance bonds].

18. TERMINATION AND CANCELLATION

18.1 Termination for Breach

18.1.1 Either Party may terminate this Contract for breach by giving written notice of termination to the other Party, if one or more of the following circumstances exist:

- (a) a Party commits a material breach of this Contract and, provided the breach or series of breaches constituting a material breach are capable of remedy, the defaulting party has failed to remedy such breaches following receipt of a written notice from the other Party within a reasonable time considering the nature of the material breach, however never longer than thirty (30) days from the date of the written notice;
- (b) the other Party is subjected to bankruptcy, dissolution, liquidation, or similar proceedings under applicable law, a compulsory and/or voluntary general assignment for the benefit of its creditors, it ceases or threaten to cease to carry on its business of relevance to this Agreement, and such proceedings, suspension, arrangement, cessation, threat order was not set-aside within sixty (60) days; and
- (c) for Contractor: Purchaser delays paying outstanding due amounts to Contractor, provided that Purchaser fails to cure such breach within thirty (30) days after Purchaser's receipt of a written notice specifying the non-payment.

18.1.2 Termination or expiration of this Agreement shall not affect the provisions of this Agreement that by their nature should survive such termination and such provisions shall remain in full force and effect in accordance with their terms, including for the avoidance of doubt the provisions of Clauses 6.4, 16, 19, 20, 21, 23, and ~~25~~24.

18.2 Purchaser's Right to Cancel the Contract

Purchaser shall at any time from the Effective Date be entitled to cancel this Contract in writing with a notice of a minimum of 1 (one) Days and a maximum of 2 (two) Days against payment of a compensation of 10% of the value of the Work which have not been performed by Contractor at the time of the expiry of the notice period, for full and final settlement of any claims by Contractor against Purchaser under this Contract. Additionally, Purchaser shall make full payment of all Work duly performed by Contractor. After payment by the Purchaser. The value of the services which have not been performed at the time of the expiry of the notice period is calculated on the basis of the Total Contract Sum deducted

any values of already performed services in accordance with the onboard signed Daily Reports.

19. LIABILITY

- 19.1 Contractor shall be liable for the non-performance of this Contract, except to the extent that such non-performance is due to Purchaser's (or the personnel's or other contractors', for which Purchaser is responsible) negligence or wilful misconduct.
- 19.2 Purchaser shall have no liability for any damage to or loss of any property of the Contractor unless such damage or loss results directly from the negligence of the Purchaser or their employees or agents.
- 19.3 Neither Party shall be liable to the other for any indirect or consequential loss, damage, or expense (which shall include but not be limited to any loss of profit, or revenue, or any loss of any business opportunity) arising under this Contract.
- 19.4 The overall aggregate liability of the Contractor shall be limited to the Total Contract Sum.
- 19.5 Except as set out in Clause 19.2, Purchaser's maximum liability shall be the amount referred to in Clause 18.2.

20. INDEMNITY AND INSURANCE

- 20.1 The Contractor shall indemnify and defend the Purchaser against, and hold the Purchaser harmless from, any and all claims, actions, proceedings, liabilities, demands, losses, damages, costs and expenses for personal injury or property damage incurred by the Purchaser (including its Staff and subcontractors) to the extent resulting from, or arising out of, any act or omission or alleged act or omission relating to this Contract constituting negligence or wilful misconduct or breach or non-observance of any obligation hereunder on the part of Contractor. In the event of any such claim, action or proceeding, Purchaser shall deliver to Contractor written notice of such claim, action or proceeding as promptly as practicable after receipt of notice thereof, and Purchaser shall, grant to Contractor the authority to assume the sole defence thereof, through counsel of its choice, and at no cost to Purchaser, and to compromise or settle such claim, action or proceeding to the extent that such compromise or settlement would not prejudice the rights of the Purchaser under this Contract.
- 20.2 The Purchaser shall indemnify and defend the Contractor against, and hold the Contractor harmless from, any and all claims, actions, proceedings, liabilities, demands, losses, damages, costs and expenses for personal injury or property damage incurred by Contractor (including its Staff and subcontractors) to the extent resulting from, or arising out of, any act or omission or alleged act or omission relating to this Contract constituting negligence or wilful misconduct or breach or non-observance of any obligation hereunder on the part of Purchaser or its employees or agents. In the event of any such claim, action or proceeding, Contractor shall deliver to Purchaser written notice of such claim, action or proceeding as promptly as practicable after receipt of notice thereof, and Contractor shall, grant to Purchaser the authority to assume the sole defence thereof, through counsel of its choice and at no cost to Contractor, and to compromise or settle such claim, action or proceeding

to the extent that such compromise or settlement would not prejudice the rights of the Contractor under this Contract.

- 20.3 The Vessel and Equipment supplied by the Contractor in connection with this Contract shall be at the Contractor's sole risk.
- 20.4 Contractor shall ensure that the Vessel, Equipment and its liabilities and indemnities under this Contractor are duly insured pursuant to Good Industry Practices.
- 20.5 The Contractor undertakes to Purchaser to comply with all terms and conditions and warranties contained in all policies affecting the Contractor's insurance obligations arising from this Contract and to procure that its insurance brokers and/or insurers give to the Purchaser such information in relation thereto which may be relevant to such insurances as the Purchaser may reasonably request.
- 20.6 At the Purchaser's request the Contractor shall provide certificates showing the foregoing insurances are in full force and effect and/or evidence that applicable payment instalments for such insurances have been met.

21. CONFIDENTIALITY

- 21.1 The Parties undertake to treat all Confidential Information with the strictest confidence, each Party pledging not to use the other Party's Confidential Information for any purpose other than for the performance of the Contract, and not make any of this information public and taking all appropriate measures to ensure and protect its confidentiality.
- 21.2 Clause ~~21.121.1~~ above shall not apply to the extent that (i) such information was in the possession of the Party making the disclosure without an obligation of confidentiality to the other Party prior to its disclosure; (ii) such information was obtained from a third party without an obligation of confidentiality; (iii) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or (iv) such information has been independently developed without access to the other Party's Confidential Information.
- 21.3 Subject to Clause ~~21.121.1~~, each Party may provide its employees, directors, professional advisers, and consultants with access to the Confidential Information, provided that the disclosing Party subjects each recipient to obligations of confidentiality, which are no less restrictive than as set out herein, and uses reasonable endeavours to ensure that the recipients comply with these obligations of confidentiality.
- 21.4 If required by law or administrative or judicial order, a receiving Party shall be entitled to disclose the other Party's Confidential Information, provided that the receiving Party, without delay and in any case prior to the fulfilment of the request, shall inform the other Party to seek the measures that it considers appropriate.
- 21.5 Without limiting either Party's rights in respect of a breach of this Clause 21, each Party shall:
- (a) promptly notify the other Party of any unauthorised possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information by any person or entity that may become known to such Party;
 - (b) promptly furnish to the other Party full details of the unauthorised possession, use or knowledge, or attempt thereof, and assist the other Party in investigating or

preventing the recurrence of any unauthorised possession, use or knowledge, or attempt thereof, of Confidential Information;

- (c) cooperate with the other Party in any litigation and investigation against third parties deemed necessary by the other Party to protect its proprietary rights; and
- (d) promptly use a commercially reasonable effort to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information.

21.6 The confidentiality obligations shall remain valid and binding on Contractor indefinitely in respect of the Survey Results, and otherwise for both Parties for a period of 10 (ten) years from the date of expiry or termination of this Contract, whatever its cause may be.

21.7 Contractor's breach of its confidentiality obligations pertaining to the Survey Results, wholly or partly, including if the breach of confidentiality is due to Contractor's non-compliance with Clause 6.3, shall be subject to a penalty of EUR 700,000 per breach, and if the breach consists of a continued state which may be remedied, a further penalty of EUR 100,000 for each calendar week commenced from occurrence thereof, but no more than EUR 1,5 million in total per breach.

22. FORCE MAJEURE

22.1 Subject to the remaining provisions of this Clause 22, either Party may claim relief from liability for non-performance of its obligations to the extent this failure is due to any events happenings or non-happenings outside such Party's control, including for Contractor its subcontractor's, control, (the "**Affected Party**"), which the Affected Party could not reasonably be expected to have taken into account at the time of the conclusion of the Contract, or to have avoided or overcome it or its consequences, including: fires, explosions, natural disasters, pandemics, war, acts or threats of terrorism, riots, commotion, strikes, lock outs or disorder, deviation for distress as set out in Clause ~~5.75-7~~, unless solely restricted to employees of the Party or its other contractors ("**Force Majeure Event**").

22.2 The Affected Party cannot claim relief if the Force Majeure Event is attributable to its wilful act, neglect, or failure to take reasonable precautions against the relevant Force Majeure Event.

22.3 The Affected Party shall immediately give the other Party written notice of a Force Majeure Event. The notification shall include details of the Force Majeure Event, together with evidence of its effect on the obligations of the affected Party, and any action the affected Party proposes to take to mitigate its effect.

22.4 As soon as practicable following the Affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree to appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement. The Parties shall use their best endeavours within reason but never less than in accordance with Good Industry Practices to overcome or minimize the consequences of the Force Majeure Event.

22.5 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event, unless otherwise agreed.

- 22.6 If any Force Majeure Event causes an increase in the time required for performance of a Party's duties or obligations under the Contract, the Contractor shall be entitled to an equitable adjustment to the time for performance of the Contract. If one or more Force Majeure events continue to cause delay for more than 30 (thirty) continuous days, either Party may terminate the Contract.

23. APPLICABLE PROVISIONS OF THE GRANT AGREEMENT

23.1 Contractor shall be subject to the obligations, including warranties, set out in [Appendix 1.1.1 \(Compliance with terms of the Grant Agreement\)](#), and shall indemnify and hold Purchaser harmless for any loss or reduction of the grant from HaDEA under the Grant Agreement due to Contractor's non-compliance with such obligations.

23.2 Contractor's breach of any obligations under [Appendix 1.1.1 \(Compliance with terms of the Grant Agreement\)](#) adversely affecting Tusass under the Grant Agreement, shall be considered a material breach.

24. MISCELLANEOUS

~~22.7~~24.1 Corrupt Practices

Pursuant to all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the United Kingdom Bribery Act 2010 and the United States Foreign Corrupt Practices Act, neither Party shall corruptly make an offer, payment, promise to pay, or authorise the payment of any money, or offer, give, promise to give, or authorise the giving of anything of value to any government official for the purpose of obtaining or keeping any business, licence or authorisation hereunder, and a Party shall indemnify the other Party from any failure to comply with, or violation of, such act by such violating Party.

~~22.8~~24.2 Severability

If a provision of this Contract is held to be unenforceable in any respect by a court of competent jurisdiction, then that provision is, if permitted by law, to be construed by modifying it to the minimum extent necessary to make it enforceable, or if not permitted, to be disregarded. If disregarding a provision would result in a material failure of the essential purpose of this Contract the entirety of this Contract shall be held unenforceable.

~~22.9~~24.3 Assignment

Neither Party may assign, novate, or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the other Party.

~~22.10~~24.4 Amendments

Any amendments to this Contract, shall unless agreed pursuant to Clause 11 (on Contract Variation) be approved and signed on behalf of each of the Parties and must be made in writing which expressly purports to amend this Contract.

~~22.11~~24.5 Waiver and Cumulative Remedies

~~22.11.1~~24.5.1 The rights and remedies provided by this Contract may be waived only in writing by the appropriate level of authority of a Party in a manner that expressly states that a waiver is

intended, and such waiver shall only be operative with regard to the specific circumstances referred to.

~~22.11.22~~24.5.2 Unless a right or remedy of a Party is expressed to be an exclusive right or remedy, the exercise of it by a Party is without prejudice to such Party's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

~~22.11.32~~24.5.3 Unless otherwise provided in this Contract, the rights and remedies provided by this Contract are cumulative and are not exclusive of any right or remedies provided by applicable Law or otherwise under this Contract.

~~22.12~~24.6 **Notices and Communication between Parties**

~~22.12.12~~24.6.1 Any notices given under or in relation to this Contract shall be in writing, signed by or on behalf of the Party giving it and shall be served by delivering it personally by letter or by e-mail, to the address or email addresses set out below:

To Purchaser:

Tusass A/S

Att.: Steen Hansen
Mads Helmer Petersen
Farip Akquta 8
3900 Nuuk
Greenland

Emails:

Steen Hansen: SHA@tusass.gl
Mads Helmer Petersen: mhp@tusass.gl

To Contractor:

[insert name]

Att.: [insert name and title]
[Insert name and title]
[Insert address]
[Insert address]

Emails:

[insert name and e-mails]
[insert name and e-mails]

~~22.12.22~~24.6.2 A Party shall notify the other Party of a change in the contact person, address, or email addresses, and upon receipt of such notice by the other Party, the change shall take effect.

~~22.13~~24.7 **Effective Date**

This Contract shall be effective as of the date for its due execution by the Parties.

~~23.25.~~ **GOVERNING LAW AND ARBITRATION (MR)**

~~23.125.1~~ This Contract shall in all respects be governed by, and construed and interpreted, in accordance with the substantial Laws of Denmark with the exclusion of the United Nations Convention on the International Sale of Goods (CISG, The Vienna Convention).

23.225.2 Any dispute arising out of or in connection with the Contract, including any disputes regarding the existence, validity or termination thereof, which is not resolved by negotiation or mediation within thirty (30) days from commencement thereof (save if a longer period of time is explicitly agreed), shall be settled by arbitration at the Danish Institute of Arbitration, in accordance with the rules of arbitration adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitration shall be held in Copenhagen, Denmark, and be subject to confidentiality. The award or decision made by the arbitration tribunal will be final and conclusive and have binding effect upon the Parties to the arbitration and can be enforced in the same manner as a judgment or order of a court of competent jurisdiction. The costs of the arbitration shall be fixed and paid as specified in the award.

23.325.3 By submitting to arbitration, the Parties to the arbitration do not intend to deprive any court of its jurisdiction to issue, at the request of one of the Parties, a pre-arbitral injunction, pre-arbitral attachment, or any order in aid of the arbitration proceedings and the enforcement of any award.

FOR TUSASS A/S

**FOR [INSERT NAME OF CONTRACT
PARTY]**

Signature

Date:

Name:

Position:

Signature

Date:

Name:

Position:

Signature

Date:

Name:

Position:

Signature

Date:

Name:

Position: