

MASTER SERVICE AGREEMENT

Between

GUYANA SHORE BASE INC.

and

[CONTRACTOR COMPANY NAME]

[insert ref number]

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1. FORM OF CONTRACT

This FRAMEWORK AGREEMENT FOR GOODS AND SERVICES ("Agreement") is made and entered into this [xx] day of [Month] [Year] (the "Effective Date")

BETWEEN

the **COMPANY: Guyana Shore Base Inc. (GYSBI)** a company duly incorporated under the Companies Act Cap 89:01 of the laws of Guyana with its registered address situate at Plantation 'A' Houston, Georgetown, Guyana and

the **CONTRACTOR: [contractor name]** a company duly registered under the laws of Guyana and whose registered address is [contractor address] Georgetown, Guyana.

Company and Contractor are collectively referred to herein as the "Parties" and sometimes individually referred to herein as a "Party."

For and in consideration of the mutual covenants and agreements contained herein, the payment of money and the delivery of Goods and Services and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby mutually acknowledged by the Parties, the Parties agree as follows:

This Agreement shall act as a Framework Agreement under which the Parties can enter into multiple specific Scopes of Work by executing "**Call Off Contracts**" to this Framework Agreement issued by the Company.

- 1.1 This Agreement (including all appendices), the individual Call Off Contracts and any related Amendments shall form a single integrated agreement between the Parties.
- 1.2 Any conflict or inconsistency between the terms and conditions of this Agreement, Call Off Contracts and/or Amendments shall be resolved in favour of the terms and conditions of the documents in the following order: this Framework Agreement first, the Amendments (if applicable) second, and the Call Off Contracts third.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CONTRACTOR

COMPANY

[Insert Contractor Rep full name]
[Designation]
[Contractor Company Name]

Robert Albiez
General Manager
Guyana Shore Base Inc.

2. GENERAL CONDITIONS OF CONTRACT

2.1 Definitions

"Call Off Contract" defines a specific Scope of Work and details the explicit particulars relating to that Scope of Work only. The Call Off Contract is governed by the General Terms and Conditions established in this Framework Agreement.

"Company" means the Contracting Party to this Framework Agreement, and includes any of their subsidiaries, related companies, agents and/or representatives of any tier.

"Completion Date" means the date of completion of the Works accepted by the Company, or in case of repair works, the final approval by the Company.

"Contract" means the Contract entered into between the Company and the Contractor for the execution and completion of the Works, and fixed as the Form of Contract signed by the parties, inclusive of all parts of this document and its annexes.

"Contractor" means the service company and any of their subsidiaries, related companies, agents and/or representatives of any tier.

"Days" mean calendar days; "months" mean calendar months.

"Defect" means any part of the Works executed, which has breached the terms of the Contract, and/or does not satisfy the agreed standards or specifications of the Call Off Orders.

"Defects Correction Period" means the period to correct imperfections and defects, and calculated from the Completion Date.

"He" shall include the feminine and/or neutral genders, and the singular shall include the plural, and vice versa.

"Materials" mean all consumable and raw materials to be used by the Contractor during the execution of the Works.

"Modification" means a written instruction given by the Engineer to modify the quantity of any Works item, or an item itself.

"Person" shall include any corporation, firm, partnership, or other form of association

"Purchase Order" means a written authorisation for the furnishment of Goods and/or Services as agreed in a Call Off Contract. The Purchase Order will indicate specific types, quantities, pricing for Goods or Services.

"Purchase Order Price" means the amount to be paid to the Contractor under the applicable Purchase Order, for the performance of his contractual obligations.

"Site" means the territory and place allotted for the execution of the Works.

"QHSSE" is abbreviated to mean Quality, Health, Safety, Security and Environmental.

"QHSSE Manager" means a competent person, appointed by the Company to be the QHSSE Manager, and notified to the Contractor, to be responsible for supervising QHSSE compliance throughout the Site.

"Subcontractor" means an individual or legal entity, appointed by the Contractor, to execute the part of the Works under the Contract.

"Technical Specification" means the technical specifications of the Works included in the Contract, and any modifications of, or addenda to these specifications issued by the Company.

"Temporary Structures" means the structures designed, constructed, installed and eventually dismantled by the Contractor, and which are required for the execution of the Works.

"Works" mean all that the Contractor should supply, construct, install, and hand over to the Company under the applicable Purchase Order.

"Works Execution Schedule" means the work plan submitted by the Contractor and approved by the Engineer as part of the Call Off Contract.

2.2 Contract Documents

2.2.1 Below listed documents shall form this Agreement (where applicable) and shall be deemed an integral part of it, namely:

1. *Form of Contract*
 2. *General Conditions of Contract*
 3. *Special Conditions of Contract*
- Appendix A: Call Off Contract (Template)*
Appendix B: Amendment (Template)
Appendix C: Quality, Health, Safety, Security & Environment Policies of Guyana Shore Base Inc.

2.3 Entire Agreement

2.3.1 All purchases of Goods or Services described in any Call Off Contract and issued as a Purchase Order under this Agreement by the Company and its Affiliates are governed by the terms and conditions of this Agreement as of the Effective Date of this Agreement. The Company objects to any and all additions, exceptions or changes to these terms, whether contained in any printed form from the Contractor or elsewhere, unless approved by the Company in writing as an Amendment to this Agreement. Any terms and conditions on Contractor's internet site, attached to an invoice, contained in a proposal or report, and/or Purchase Order acknowledgements will be null and void and are of no legal effect on the Company.

2.3.2 Except for any ongoing obligations existing under a prior agreement or tender previously released (including but not limited to indemnity, warranty, audit, confidentiality, outstanding deliveries under purchase orders or payments under any purchase orders), this Agreement supersedes any and all prior Agreements, Amendments or Purchase Orders, any and all prior or contemporaneous agreements, Amendments, negotiations or understandings with respect to any Goods or Services identified in any Call Off Contract or Purchase Order issued under this Agreement with respect to the subject matter of this Agreement. Goods or Services referenced or purchased under this Agreement shall be made available to Company and its Affiliates at the prices agreed to between the Parties.

2.4 Changes

2.4.1 Subject to the agreement of both Parties, Company may make changes or additions to any terms and conditions in this Agreement, or any specifications in a Call Off Contract or Purchase Order. These Changes shall be made by issuance of an Amendment to this Agreement or specific Call Off Contract, or by issuance of a Purchase Order Revision.

- 2.4.2 If any such change causes an increase or decrease in the cost of or the time required for supply of the Goods or Services, upon mutual written agreement of the Parties, the Call Off Contract or Purchase Order will be revised accordingly. Any claim by Contractor for an adjustment must be asserted in writing by Contractor to Company within thirty (30) days after Contractor's receipt of notification of the change. Substitutions or changes in quantities or specifications by contractor, including but not limited to changes in part or other numbers, may not be made without Company's prior written approval.

2.5 Term

- 2.5.1 This Agreement is effective on the "Effective Date" and shall continue in effect for eight (8) weeks, unless earlier terminated in accordance with the provisions of this Agreement.
- 2.5.2 The term of each Call Off Contract issued under this Agreement is stated therein, and shall be for a term or for specific Work as specified therein and shall continue in effect until completion of the Work or termination by Company pursuant to Clause 2.8 herein.

2.6 Parties Rights and Obligations

Company's obligations:

- 2.6.1 To allow the Contractor's equipment and personnel access to the Site, in order to execute the Works, where necessary.
- 2.6.2 To compensate the Contractor as stipulated in the Purchase Order, for Works executed.
- 2.6.3 Company is not bound to purchase any goods or services under this Agreement. This Agreement does not obligate company to any minimum or exclusive purchase requirement.

Contractor's obligations:

- 2.6.4 To maintain technical supervision and control over: quality of the Works; compliance to the Works execution or delivery Schedule stated within any Call Off Contract; quality of materials; and Contractor's allocation of human, resources and equipment resources. The Company's authorized representative responsible for technical supervision and control shall be the Engineer indicated in Section 3 - Special Conditions of Contract.
- 2.6.5 To maintain supervision over compliance to QHSSE requirements during operations herein, and to suspend Contractor's operations in cases of breaches of QHSSE requirements, The Company's authorized representative responsible for QHSSE compliance and control shall be the QHSSE Manager indicated in Section 3 - Special Conditions of Contract. The period of suspension shall be valid until the identified failures are remedied, and such suspension of works will not be a reason to revise the terms of operations herein.
- 2.6.6 To complete the Works to the requirements of the scope of works and technical specifications provided as part of the Call Off Contract and in the Terms stipulated herein; and to hand over to Company the results of the Work and provide post-completion documentation as required.
- 2.6.7 Contractor shall immediately notify Company in writing and suspend works until instructions are obtained from Company in the following cases:
- 2.6.7.1 *If Company's instructions related to method of work may have adverse consequences*
 - 2.6.7.2 *If there are any circumstances beyond the Contractor's control that threatens the results of Works or make it impossible to complete the Works within the stipulated timeline.*
- 2.6.8 Contractor shall maintain proper sanitary condition of the Site and any vehicles and equipment used for operations. Should the Company's other areas within the facility,

inclusive of common access roads etc., get dirty due to the Contractor's operations, the Contractor shall arrange cleaning at his expense and to the satisfaction of the Company at the earliest possible time.

- 2.6.9 Contractor shall remove all equipment, materials and construction waste generated during the Works within five (5) working days after completion of the Works.
- 2.6.10 Contractor shall arrange disposal of waste generated during the Works at his own cost to a designated waste facility or any area in keeping with environmentally friendly manner.

2.7 Products and Services Warranties

- 2.7.1 With respect to Goods furnished under any Agreement Purchase Orders, Contractor warrants that the Goods will: (a) strictly conform to the drawings, revision number, specifications, and sample (if any), and other requirements referred to herein or provided by Company to Contractor; (b) be of merchantable quality and suitable for the purpose(s) intended; (c) conform with all Applicable Laws; and (d) be free from defects in materials, performance, operation and workmanship for the longer of: (1) twelve (12) months after being placed in service by Company; (2) twenty-four (24) months from date of acceptance by Company pursuant the clause related to Inspection and Acceptance herein; or (3) any other period as agreed by the Parties.
- 2.7.2 In the event Contractor is not the manufacturer of the Goods, Contractor will obtain assignable warranties for the Goods from its vendors and Contractors, which it will pass-through or assign to Company, and Contractor will cooperate with Company in the enforcement of such warranties. If a manufacturer's warranty is not assignable, or no pass-through or assignment is made, then Contractor will assume the responsibility of the warranty if contractor was the Contractor of that good or services.
- 2.7.3 Contractor will supply evidence satisfactory to Company, of the origin, composition, manufacture, kind and quality of the Goods or Services upon request by Company.
- 2.7.4 With respect to Services provided under any Call Off Contract, Contractor warrants and agrees that: (a) Contractor's work product will meet all quality and performance standards set forth in writing by Company and will strictly comply with all performance obligations and deadlines contained therein; (b) Contractor's facilities, equipment, personnel, methods, operations and procedures are suitable for performance of the Services to be provided; and (c) Contractor possesses all necessary expertise to perform the Services in compliance with all applicable specifications, standards and other requirements of this Agreement, any Call Off Contracts, or required by Applicable Law.
- 2.7.5 At Company's request, Contractor will correct any defects or deficiencies in its Work as soon as possible at no additional charge, and those corrections will be subject to acceptance or rejection by Company. If Company reasonably believes that the provision of Work has been so deficient that timely and proper correction is not feasible, Company may (in addition to any other legal or equitable remedies available) immediately terminate the applicable Services and Purchase Order in whole or in part and/or remedy the deficiency itself (or utilize a third party to do so) and charge the Contractor with the cost of correction. Such costs shall include removal, re-installation, and manufacturing value-added costs (such as machining), including labour, access and shipping costs. Any such Product and Services Warranty work will be performed in a workmanlike manner in accordance with: (a) any specifications or drawings provided by Company; (b) any Company site requirements communicated to Contractor; (c) generally accepted industry practices applicable to the Services; (d) all Applicable Laws; and (e) this Agreement.
- 2.7.6 The Work provided under the Products and Services Warranty shall be warranted for a period of twelve (12) months after being placed in service by Company or twenty-four (24) months from the date of acceptance by Company, whichever period is longer.

- 2.7.7 If any work performed by Contractor requires that Company equipment, tools, or products ("Equipment") be delivered to Contractor, Contractor will bear the entire risk of any loss, theft, damage to, or destruction of, any of the Equipment from any cause whatsoever from the time the Equipment is delivered to Contractor until it is returned to Company. During any time such Equipment is under the Contractor's possession or control, Contractor will maintain all-risk property insurance on the Equipment.
- 2.7.8 The Parties agree that any expense associated with the repair or replacement of Contractor's Work in connection with any remedy, termination, or warranty hereunder does not constitute Consequential Damage.

2.8 Termination of Contract

- 2.8.1 A Party may only terminate this Agreement for cause upon fourteen (14) days written notice, if the other Party causes a fundamental breach of the conditions stipulated in the Contract.
- 2.8.2 Fundamental breaches of the Contract conditions shall include, but shall not be limited to the following:
- 2.8.2.1 *the Contractor stops any work for fifteen (15) days, which is not provided for in the current Work Execution Schedule or is not authorized by the Engineer;*
 - 2.8.2.2 *the Company or the Contractor becomes bankrupt or goes into liquidation, exclusive of reorganization or amalgamation;*
 - 2.8.2.3 *the Engineer notifies and warns that non-correction of a specific defect is a fundamental breach of the Contract conditions; and the Contractor does not correct a defect within seven working days of notification by the Engineer;*
 - 2.8.2.4 *the Contractor does not provide the required guarantees and insurances;*
 - 2.8.2.5 *the Contractor delayed the completion of the Works for a number of days, corresponding to the maximum possible amount of liquidated damages*
 - 2.8.2.6 *if the Contractor, in the Company's judgment, has engaged in corrupt, fraudulent, collusive, or coercive practices in the process of competitive selection or execution of the Contract. For the purposes of this subparagraph:*
 - "corrupt practice" means any agreement for remuneration in any form, in order to influence the procurement process or contract execution; and
 - "fraudulent practice" means a misrepresentation of facts in order to influence the procurement process or contract execution to the detriment of the Company;
 - "collusive practice" means a scheme or arrangement between two or more contractors (or subcontractors), with or without the knowledge of the Company, designed to artificially raise prices to a non-competitive level during the procurement process or contract execution; and
 - "coercive practice" means harming or threatening to harm (directly or indirectly), persons or their dependents or property, in order to influence their unbiased participation in the procurement process or contract execution.

2.9 Entering into the SubContract

- 2.9.1 The Contractor requires the approval of the Company before entering into sub-contracts above ten percent (10%) of the value of the Contract. The presence or performance of sub-contractors shall not alter the Contractor's liability for performance of the contract.

2.10 Personnel

2.10.1 The Contractor shall provide any personnel identified for key positions in the Call Off Contract for the time they are required during the execution of the Works. If any proposed key personnel need to be replaced, his replacement must have equivalent or better relevant qualifications and/or skills and must be approved by the Engineer.

2.11 Background Checks

2.11.1 Contractor agrees that it will obtain background checks on its employees and agents who perform Security-sensitive Services on the Company's premises, and it will also require any parties to whom it subcontracts such work to do the same.

2.11.2 Contractor shall obtain background checks on all its contracted Workers (Contract Workers) performing services designated on the Security-sensitive Services List prior to their assignment to perform work or services on Company Premises unless Company, in its sole discretion, has agreed in writing that a background check is not required for a particular individual or category of Contract Worker or Security-sensitive Services.

2.11.3 In addition, Company, in its sole discretion, may require background checks for Contract Workers performing other services that it designates as Security-sensitive Services in writing.

2.11.4 To the extent permitted by applicable law, the background check for any Contract Workers performing services designated on the Security-sensitive Services List must include a criminal record check of federal, state and county (or its equivalent) records for felony or misdemeanour convictions, deferred adjudications, or no contest pleas (hereinafter "Conviction Record") in all jurisdictions in which the individual has lived or worked during the previous five (5) years. These records must be checked as far back in time as feasible or as permitted by law.

2.11.5 The background check must also include a verification of the individual's National Identification Number and employment history for the previous five (5) years. In addition, for any positions in which Contract Workers operate Company vehicles or transport Company employees, a motor vehicle records check must be performed.

2.11.6 Contractor agrees that it has full responsibility for compliance with all applicable legal requirements regarding privacy rights or the obtaining of background checks and that it will comply with all legal requirements that may apply in the jurisdictions in which the Company Premises are located, and the background checks are being performed. Background checks must be updated every 2 years.

2.11.7 Company will make available to Contractor a list of companies or other entities that are generally deemed to be qualified to perform background checks. Contractor is free to identify other companies to perform such checks but must inform Company if they are using a company not on the list of companies identified as acceptable. Company shall have the right to refuse to rely on checks performed by any company that Company, in its sole discretion, deems unacceptable.

2.11.8 Contractor agrees that it will maintain files of background checks obtained and will permit Company's representatives to review and audit such files during regular business hours upon Company's request.

2.11.9 Contractor further agrees that it has the ongoing duty to periodically update background checks [where appropriate, provide a time frame for periodic updates such as "every two years"] and to require Contract Workers to immediately inform Contractor of any felony or misdemeanour conviction, deferred adjudication, or no contest plea arising after the completion or updating of their background check. Upon being informed of a conviction, deferred adjudication, or no contest plea, Contractor will immediately inform Company in writing and will discontinue the individual's assignment on Company Premises unless Company agrees in writing to the continuation of the assignment.

2.12 Construction of Temporary Structures

2.12.1 The Contractor shall submit to the Engineer for approval the specifications and drawings for any temporary structures to be constructed to allow for the Works.

2.13 Force Majeure

2.13.1 None of the parties shall bear liability herein if breach of these Contract conditions is related to force majeure events (act of God, act of war, pandemic, epidemic, flash floods, civil unrest etc.)

2.13.2 A party which cannot fulfil its obligations herein due to a force majeure event, must notify the other party within 48 working hours of knowledge of such an event and how it influences fulfilment of obligations herein. "Force majeure" means an event beyond the control of the Company or Contractor, not connected with error or negligence of the Company or Contractor, and not foreseeable. Such events may include but not restricted to such actions as: wars or revolutions, fires, floods, epidemics, quarantine, embargo, and compulsory acquisition of property, affecting the execution of the Works.

2.14 Dispute Resolution

2.14.1 Disputes and disagreements which may arise from this Agreement, shall be settled amicably by negotiations between Parties.

2.14.2 Disputes between the parties shall be referred to an arbitration panel consisting of an arbitrator chosen by each party and a third arbitrator chosen by the previously selected arbitrators. Arbitration proceedings shall be governed by the laws of Guyana, and more particularly, the Arbitration Act, Cap 7:03 (Guyana).

2.14.3 Once the parties have agreed upon the pre-court dispute resolution procedure, a claim shall be sent by courier or hand delivered with delivery notification. A party received the claim shall review it and send its response within 10 (ten) working days from the date of receipt of claim.

2.14.4 Cost of the Arbitration proceedings shall be shared equally between the parties.

2.15 Insurance

2.15.1 The Contractor shall, at a minimum, maintain the following insurances:

Contractor's All Risk; Company Liability; Public Liability,
all in the amounts stated in the Section 3 -Special Conditions of Contract.

2.15.2 Prior to performing services, the Contractor shall provide the Company with certificates of above referenced coverages being in full force and effect. Such certificates shall not waive the Contractor's responsibilities herein.

2.16 Record Keeping

2.16.1 The Contractor shall maintain relevant records such as tests, personnel rosters, equipment service records etc. for provision to the Company upon request.

2.16.2 The Contractor shall maintain these records for a minimum of seven (7) years from completion of works or termination of contract.

2.17 Regulatory & Business Practice Compliance

2.17.1 Both Parties represent and agree that they will comply with all applicable laws and regulations with respect to its activities under this Agreement. Contractor further agrees that it will not offer, give, or promise to give or authorize giving, directly or indirectly, any money or anything else of value to any Company or regulatory official in connection with its activities herein.

2.17.2 Both Parties represent and warrant that the execution of this Agreement is authorized under the laws of Guyana, and that the performance of this Agreement will neither conflict with nor result in a breach of any applicable law, regulation or other legal obligation, including, without limitation, the performances of those provisions related to the compensation of the Contractor.

2.17.3 The Contractor consents to the written disclosure of the identity of the Contractor, Contractor's licensees, Contractor's agents and sub-agents and the amounts paid or to be paid to same under this Agreement or pursuant agreements to the Company's customer, and to the extent required and/or compelled by operation of applicable law, regulation, or court order.

2.17.4 In the event the Company has considerable reason to believe that a breach of any of the representations and warranties in this article has occurred or may occur, the Company may withhold further payments until such time as it has received reasonable confirmation to its satisfaction that no breach has occurred or will occur. Such withholding of payments is limited exclusively to those payments in direct connection with the particular services, during the performance of which a breach under this provision is alleged. The Company shall not be liable to the Contractor for any claim, losses or damages whatsoever related to its decision to withhold payments under this provision.

2.17.5 In the event of any breach of the representations and warranties in this article, any claims for payment by the Contractor shall be automatically terminated and cancelled, and all payments previously made from the effective date of this Agreement shall be forthwith refunded to the Company. This provision applies exclusively to those payments in direct connection with the particular services, during the performance of which a breach under this provision is established. Contractor shall further indemnify and hold the Company harmless against any and all claims, losses or damages arising from or related to such breach, resulting from the sole and exclusive intentional act of Contractor.

2.17.6 It is the policy of the Company that all payments due to the Contractor under this Agreement shall be made by bank wire transfer to the bank account of the Contractor at a designated bank in the country where the Contractor renders services under this Agreement or by cheque made payable to the Contractor and uplifted by an authorized representative of the Contractor from the Company's principal place of business.

2.17.7 The Parties represents and warrants that it will not take any direct or indirect action inconsistent with this article.

2.17.8 Contractor may not offer Company's employees any gifts, entertainment, or other favours of other than nominal value. Contractor may not pay any commissions or fees or grant any rebates or other remuneration or monetary gratuity to any employee, agent, or representative of Company.

2.17.9 Local Content: The Contractor shall, where the Company or such local regulations require, provide equal opportunities to local subcontractors. The Contractor shall ensure equal opportunities to local subcontractors' employees provided that such subcontractors' employees are able to provide the requested Service or related services under conditions of quality, delivery and HSSE which are comparable to that

which is obtainable from foreign subcontractors' employees ("Local Content"). The Contractor shall fully document its compliance with this provision. Such compliance shall be subject to audit by the Company.

If the Purchase Order stipulates a mandatory Local Content applicable to the Service, the Contractor shall within thirty (30) days from the date of PO provide general information on the company and specific information on the product(s) and/or service(s) to be submitted to origin verification. A formal declaration (First Part Declaration of Local Origin of Goods) of the manufacturer on the local origin of its product(s) and/or service(s) should also be forwarded to the Company. During the execution of the Specific Services, the Contractor shall track, record and evidence the Contractor's Local Content to the Company's satisfaction and in accordance with any local government or authority rules.

The Contractor shall provide a Local Content report on a yearly basis showing its Local Content forecast and achievement. The Contractor's Local Content compliance shall be fully auditable.

2.18 Confidentiality

- 2.18.1 The Parties agrees to hold the terms of this Agreement on a confidential basis among the Contractor, Company's affiliates, and their duly appointed employees. The parties further agrees that information furnished by parties pertaining to the parties businesses, is the property of parties, and that such information will not be disclosed to persons other than the parties duly appointed agents and employees who perform services under this Agreement, except as may be required by law or government regulation. Furthermore, no such Information will be disclosed to any third party without the prior written consent of parties and may be disclosed within parties organization only on a need-to-know basis. Notwithstanding the foregoing, parties shall not provide information to any third party unless and until such third party has agreed in writing to confidentiality requirements (signing of an NDA) with parties at least as restrictive as those set forth herein.
- 2.18.2 Except as stated otherwise herein, any propriety information furnished by parties shall be held confidential.
- 2.18.3 Parties shall not disclose any data, content, or Information in the Call Off Contract, including but not limited to all Information contained in a Purchase Order.
- 2.18.4 Within three (3) days after the termination of this Agreement or upon the request of Company at any other time, Contractor will immediately return to Company any Information provided to or produced or created by Contractor for Company in connection with this Agreement, including all copies of Information made by Contractor. Contractor may, upon obtaining prior written approval from Company, satisfy this requirement by providing a written certification of destruction of such Confidential Information. Contractor shall otherwise certify to Company in writing that Contractor has deleted Information from all electronic storage media on which it was placed by Contractor. Contractor will not publicize or disclose the existence, content, or scope of this Agreement to any third party by any means without obtaining the prior written consent of Company. Contractor shall not take any physical forms of Information from the Contractor's offices or worksites (or makes copies of them) without Company's prior written permission.
- 2.18.5 The foregoing obligations with respect to Confidential Information shall not apply to any Information obtained by Contractor in connection with this Agreement which: (a) is publicly known or becomes publicly known through no fault of or disclosure by Contractor; (b) is given to Contractor by someone other than Company as a matter of right and without restriction of disclosure; (c) was known to the Contractor prior to receiving the Information from Company; or (d) is legally compelled to be disclosed. If parties receive a subpoena, order, notice, process or other legal process seeking

disclosure of either Party Information, Parties shall immediately notify Company/contractor in order to allow Company/contractor the opportunity to oppose the order, notice, or process, or seek a protective order. If requested by Company/contractor, Parties shall cooperate fully with each other in contesting such disclosure. Except as such demand shall have been timely limited, quashed or extended, Parties may thereafter comply with such demand, but only to the extent required by law. Where either Party obtains a protective order, nothing in this Agreement shall be construed to authorize either Party to use in any manner or disclose Party's Information to Parties other than such governmental or judicial agency or body or beyond the scope of the protective order. Disclosures that are made to either party under this Agreement which are specific shall not be deemed to be within the foregoing exceptions merely because they were embraced by general disclosures that are either in the public domain or in the possession of the either Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of either Parties, but only if the combination itself and its principle of operations are in the public domain and in the possession of either Parties.

2.19 Liens and Claims

- 2.19.1 The Contractor shall indemnify and hold the Company harmless from all liens and encumbrances against the Company's property on account of debts or claims alleged to be due from the Contractor or its contractors or subcontractors to any person, including contractors and subcontractors. The Contractor shall, on behalf of the Company and in the Company's name, defend at its own expense, any claim or litigation in connection therewith.
- 2.19.2 At Company's request, Contractor shall furnish evidence, satisfactory to Company, that all labour and materials furnished, and equipment used during the period covered by any Progress Invoice or Additional Work Invoice have been paid for in full and that the Work is not subject to liens or claims on account thereof. Company may withhold payment of invoices until Contractor furnishes such evidence.
- 2.19.3 Contractor warrants clear title to the Work, free from any and all liens or other encumbrances until the Work is delivered.

2.20 Indemnification

- 2.20.1 The Contractor agrees to release, indemnify, defend, and hold company, its officers, agents, and employees harmless from any loss, cost, damage, penalty, fine or bodily injury (including death) of whatsoever kind or nature arising out of or incidental to Contractor's performance under this Agreement except to the extent caused by Company's negligence or wilful misconduct. For purposes of this section, any section excluding liability for consequential damages shall not apply.
- 2.20.2 The Company shall defend, indemnify, and hold the Contractor and its employees and agents harmless from, and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) caused by and resulting from (i) the negligence or misconduct of the Company, or its employees, agents or engaged third parties or (ii) violation of applicable laws or regulations by the Company, or its employees, agents or engaged third parties.
- 2.20.3 In the event such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) are caused by the joint and concurrent negligence of the Parties, or the Parties and a third party, the indemnity obligations for such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) shall be borne by each Party in proportion to the degree of fault of Parties or third parties for which same are liable under this Agreement.

- 2.20.4 Except as stated otherwise herein, neither Party shall be liable to the other for damages that are special, incidental, or consequential.
- 2.20.5 Any indemnified Party under this section shall promptly tender the defence of any claim to the indemnifying Party.

2.21 Waivers

- 2.21.1 Unless waiver is an express written waiver which has been signed by the waiving Party or otherwise provided for herein, the failure by any Party to enforce any of its rights herein shall not be deemed to be a waiver of such rights. Waiver of any one breach shall not be deemed to be a waiver of any other breach or a continuing breach of the same or any other provisions hereof.
- 2.21.2 Contractor is an independent contractor with respect to the Goods or Services supplied hereunder and neither Contractor nor anyone engaged or employed by Contractor shall be deemed for any purpose to be the agent or employee of Company in the supply of such Goods or Services. Company shall have no direction or control of Contractor or its employees; Company being solely interested in the results to be obtained.

2.22 Payments

- 2.22.1 A Purchase Order will be issued for each project in the form of a Call Off Contract issued under this Agreement. The Value of the Purchase Order will equal the compensation value agreed to in the Call Off Contract. Call Off Contract values may be split into several Purchase Orders depending on the value and duration of the works agreed in the Call Off Contract. If Milestone Payments are agreed, a separate Purchase Order for each Milestone Payment will be issued.
- 2.22.2 Contractor shall receive the compensation agreed to in the applicable Purchase Order.
- 2.22.3 Payment terms are net thirty (30) days from the date the correct invoice is received, unless otherwise specified in the Purchase Order.
- 2.22.4 The Company shall pay the Contractor sums according to the certificates of performed works confirmed by the Engineer.
- 2.22.5 Payments shall be adjusted for deductions for advance payments and retention.
- 2.22.6 For Purchase Orders with a construction duration exceeding 30 days, Contractor may issue interim monthly invoices based upon works completed and agreed with the Engineer, and in accordance with any payment plan specified in the Call Off Contract.

2.23 Invoicing

- 2.23.1 After providing services, the Contractor shall furnish to the Company, an invoice for the value of works completed in the applicable Purchase Order.
- 2.23.2 All invoices shall contain the Contractor's V.A.T. registration number on the invoice and shall be accompanied by a copy of the Contractor's V.A.T. registration certificate.
- 2.23.3 All invoices shall be submitted in duplicate and shall be accompanied by such certification and documentation as the Company may reasonably request.
- 2.23.4 Any third-party charges and/or out-of-pocket expenses reasonably incurred by the Contractor, on behalf of the Company, and which is not specifically included in the Purchase Order, shall be requested from the Company in a timely manner, with supporting documentation.
- 2.23.5 The Contractor endeavours to submit invoices for Works completed according to any Schedule indicated in the Call Off Contract.

- 2.23.6 The date of receipt of each invoice by the Company, shall be deemed to be the date of receipt of such, complete with necessary supporting documentation, and free from errors as determined by the Company.
- 2.23.7 Within the time period after the date of receipt of the invoice indicated in Section 3 - Special Conditions of Contract, the Company shall pay, or cause to be paid, the approved amount of the Contractor's statement.
- 2.23.8 If in good faith, the Company disputes any invoice, in whole or in part, the Company shall promptly notify the Contractor of the dispute and shall pay only the undisputed portion. The Company and the Contractor shall endeavour to settle and adjust any disputed amount forthwith.
- 2.23.9 Any payment made by the Company shall not prevent the Company from filing claims or prejudice its right to recover any amount of such claims however they may have arisen. Without limiting the type or nature of the claims mentioned in the preceding sentence, the Company may recover any sums paid to the Contractor by mistake of fact or law.
- 2.23.10 The Contractor must submit any claims or disputes arising under this Agreement that relate to billing or payment to the Company in writing within ninety (90) days after invoice date, and the Contractor's failure to do so will constitute a waiver by the Contractor of any legal or equitable rights with respect to the subject matter of the claim or dispute.

2.24 Retention

- 2.24.1 For the purposes of correction of possible defects, the Company shall retain from each payment due to the Contractor, the proportion indicated in the Section 3 - Special Conditions of Contract until the completion of the Works.
- 2.24.2 Upon completion of the Works, and the Engineer's certification of such, half the total amount retained shall be repaid to the Contractor. When the Warranty Period indicated in Section 3 - Special Conditions of Contract has passed, and the Engineer has certified any corrections if applicable, the remaining half of the retention shall be paid.
- 2.24.3 After entire completion of Works, the Contractor may substitute retention money with an "on demand" Bank guarantee.

2.25 Liquidated Damages

- 2.25.1 Contractor acknowledges that the time periods for delivery specified in any Call Off Contract are critical to Company and that time is of the essence in performance of this Agreement for the avoidance of substantial loss to Company. The Contractor's failure to meet any delivery date or delivery schedule for any reason other than Force Majeure or Company delay without Company's prior written consent may constitute a material breach of Agreement or default hereunder. Company shall have the right at any time, upon reasonable prior notice (except in case of emergency) to access Contractor's facilities to inspect any work in progress hereunder in order to verify timeliness of performance and quality control.
- 2.25.2 In the event of delay, or reasonably anticipated delay, from any cause other than Force Majeure or Company delay as herein provided, Contractor will immediately notify the Company in writing of the delay or anticipated delay, and its approximate duration. Contractor will undertake to shorten or make up the delay by all reasonable and expeditious means. In the event that Company reasonably determines that Contractor will be unable to meet any delivery date(s) hereunder, Company shall have the right to either: (a) acquire the Work from a third-party source and charge Contractor for any costs in excess of the Purchase Order price for such Work; or (b) pursue the remedies set forth in the provisions herein concerning Default and

Termination for Cause, without the necessity of providing Contractor a cure period in addition to pursuing any remedies or claims for Liquidated Damages set forth in any Call Off Contract to this Agreement.

- 2.25.3 The Company may deduct Liquidated Damages from payments due to the Contractor, from the performance security or the retention for failure to meet any delivery date or delivery schedule at the proportion indicated in the Section 3 - Special Conditions of Contract until the completion of the Works.
- 2.25.4 Payment of Liquidated Damages shall not affect the Contractor's liabilities. Thereafter the Company has the right to cancel the contract and demand all forms of damages.
- 2.25.5 The Contractor shall not forfeit his performance security and shall not be responsible for payment of Liquidated Damages, or termination of a Contract for disregard of provision, if the delay in execution of the Contract, or default is the result of an event of Force Majeure. When Force Majeure arises, the Contractor shall promptly notify the Engineer in writing of such event and its cause.

2.26 Mobilisation Payment

- 2.26.1 The Company shall make any Mobilisation Payments required to the Contractor in the amount and within the time frame specified in the Section 3 - Special Conditions of Contract.

2.27 Performance Security

- 2.27.1 Upon the signing of the Contract, and before any Advanced Payment is provided, the Contractor shall furnish the Company with the Performance Security, in the amount and form of which is specified in Section 3 - Special Conditions of Contract.
- 2.27.2 Once the Works are completed on time and all contractual obligations are met, the Performance Security shall be returned by the Company not later than fifteen (15) days after the date of completion by the Contractor of his obligations under the Contract, including all guarantee obligations, unless otherwise provided in the Special Conditions of Contract.
- 2.27.3 Should the Company impose Liquidated Damages on the contractor in accordance with Clause 2.25, the Company shall deduct this sum from the Performance Security.

2.28 Cost of Repairs

- 2.28.1 Loss of or damage to the Works, Plant, or Materials included in Works, having occurred between the Start Date and the Completion Date, including the Warranty Period, shall be reimbursed by the Contractor at the Contractor's cost if that loss or damage arose as a result of the Contractor's action or inaction or as a result of poor quality of work or services provided by contractor. Contractor is not liable for misuse or design failure.

2.29 Early Warning

- 2.29.1 The Contractor shall inform the Engineer as soon as possible of likely specific events, or circumstances, that may negatively affect the quality of the Works, increase any Purchase Order Price or delay the execution of the Works.
- 2.29.2 The Engineer may require the Contractor to assess the expected impact of the future event or circumstance on the Purchase Order Price and Completion Date. The Contractor should provide such assessment within a reasonable time period.
- 2.29.3 The Contractor shall assist the Company in preparing and analysing proposals regarding how the consequence of such an event or circumstance can be avoided or reduced by anyone involved in the work, and in carrying out any instruction of the Engineer resulting from those proposals.

2.30 Work Execution Schedule

- 2.30.1 Within the time period specified in Section 3 - Special Conditions of Contract, the Contractor shall submit to the Company for approval the Work Execution Schedule relating to each specific Call Off Contract where general methods of arrangement, procedure and period of execution of works are stated.
- 2.30.2 Slow Performance. Compensation for losses incurred by Company for slow or non-performance will be imposed as per the rate prescribed in the Section 3 - Special Conditions of Contract. Slow performance or non-performance will be assessed against the project's approved work programme and will commence from the beginning of the project life.

2.31 Governing Law

- 2.31.1 These terms and conditions of service and the relationship of the parties shall be construed according to the laws of Guyana.

2.32 Notice

- 2.32.1 Any notice required to be given pursuant to this Agreement shall be in writing, which shall include, without limitation via registered postage, electronic mail or any electronic transmission reduced to written form. Notice shall be effective when actually delivered to the address set forth in Section 3 - Special Conditions of Contract.
- 2.32.2 The addresses for notice may be changed at any time by notice in compliance with this provision. Should such changes occur, it is imperative that updated contact information be reported as soon as possible.

3. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the provisions herein and the General conditions of Contract, the Special Conditions of Contract shall prevail.

Clause Number:	Particular Instruction of Clause
2.6.4	Company Engineer: [Name] [Designation] [Contractor Company Name]
2.6.5	Company QHSSE Manager: [Allan Lambert] [QHSE Manager] Guyana Shore Base Inc.
	Contractor Representative: [Name] [Designation] [Contractor Company Name]
2.15.1	Insurance: Insurance values for the below mentioned insurances will be specified in the applicable Call "Off Order. However, the insurance values stated below are the minimum required for ad-hoc works: Contractors All Risk: GY\$22,000,000 (or value of the Contract if works value is greater than GY\$22,000,000) Company's Liability: GY\$11,000,000 Public Liability: GY\$11,000,000
2.23.7	Invoice Payments: Time period within which the Company shall pay invoices: Thirty (30) days
2.24.1	Retention: The percentage of payments to be retained to correct possible defects shall be: five (5) % of the Value of Works The limit of payments to be retained to correct possible defects shall be: ten (10)% of the Contract Sum
2.24.2	Warranty Period: Warranty Periods will be specified in the Contract. However, the warranty period stated below is Company Standard. The Warranty Period shall be: NA
2.25.2	Liquidated Damages: Liquidated damages will be specified in the applicable Contract. The penalty to be paid by the Contractor for delay of the completion of the whole of the works shall be: 0.25% of the Contract Sum per day The limit of liquidated damages shall be: 15% of the Contract Sum.
2.26.1	Advance Payments: Any mobilisation payments will be specified in the applicable Contract. Advance Payment Repayment: The Advance Payments shall be repaid by means of deductions from the instalments and, if necessary, the balance due to the Contractor. This repayment shall begin with the first instalment and be completed, at the very least, by the time 80% value of works has been achieved. The percentage amount to be repaid from each instalment shall be calculated using the following formula:

	<p>$R_p = 5/4 * (100 * T_v / C_s) \%$</p> <p>Where R_p is the percentage advance to be repaid, T_v is the total valuation and C_s is the original contract sum.</p>
2.27.1	<p>Performance Security: The Performance Security shall be 10% of the value of the Contract.</p>
2.28.1	<p>Repairs: Submission for repairs: within seven (7) days</p>
2.30.1	<p>Works Execution Schedule: Submission of Works Execution Schedule: within seven (7) days of issuance of Contract. The penalty for late submission of work execution schedule shall be 0.05% of the Value of the Contract per day, capped at 5% of the value of the Contract</p>
2.30.2	<p>Slow Performance: The penalty for slow performance shall be 0.05% of the Value of the Contract Sum per week, capped at 5% of the value of the Contract Sum.</p>
2.32.1	<p>Notices:</p> <p>For the Company: Guyana Shore Base Inc. Lot 'A' Plantation Houston District Georgetown, Guyana. Telephone: +592-227-2380 +592-227-2381 E-mail: [xx]@gysbi.com</p> <p>For the Contractor: [Contractor's Name] [Address Line 1], [Address Line 2], Georgetown, Guyana. Tel: +592-000-0000 E-mail: [email address]</p>

SAMPLE

APPENDIX A: QUALITY, HEALTH, SAFETY, SECURITY & ENVIRONMENTAL (QHSSE)

Contractors must ensure they work in accordance with the relevant Company QHSSE Policies & Procedures. A full list of which are included below and an electronic zipped file containing all the below will be emailed to Contractor along with this Framework Agreement.

1. QH-PO-001 QHSSE Policy
2. QH-PO-002 Smoking Policy
3. QH-PO-003 COVID 19 Guidelines
4. QH-PO-004 Cellular and Wireless Devices in the Workplace Policy
5. QH-PO-005 Hazardous Substances Staging Policy
6. QH-PO-006 Fitness to Work Policy
7. QH-PO-007 Drug, Alcohol and Contraband Policy
8. QH-PR-001 Investigation - Reporting Procedure
9. QH-PR-002 Permit to Work (PTW) Procedure
10. QH-PR-003 Simultaneous Operations Procedure
11. QH-PR-004-A/B Simultaneous Operations Procedure-SIMOPS Matrix-Forms A and B
12. QH-PR-005 Working at Height Procedure
13. QH-PR-006 Management of Change Procedure
14. QH-PR-007 QHSSE Communication Procedure
15. QH-PR-008 Shore Base Entry and Exit Procedure
16. QH-PR-009 Risk Assessment Procedure
17. QH-PR-010 QHSSE Reporting Procedure
18. QH-PR-011 Monitoring Tool Flowchart
19. QH-PR-012 Permit to Work (PTW) Audit flowchart
20. QH-PR-013 Medical Response Flowchart
21. QH-PR-014 Audit Procedure
22. QH-PR-015 Contractor Site Assessment Procedure
23. QH-PR-016 Site Induction Procedure
24. QH-PR-017 Confined Space Entry Procedure
25. QH-PR-018 QHSSE Document Retention Procedure
26. QH-PR-019 PPE Procedure
27. QH-PR-020 Dropped Object Prevention Scheme Procedure
28. QH-PR-021 Waste Management Procedure
29. QH-PR-022 Employee Health Assessment Procedure
30. QH-PR-023 Bomb Threat Procedure
31. QH-PR-024 Annex Entry Exit Procedure
32. QH-PR-025 Drone Management Procedure
33. QH-PL-003 Environment Management Plan
34. QH-PL-004 GYSBI Port Facility Security Plan
35. QH-PL-006 HSE Management Plan
36. QH-PL-005 Traffic Management Plan