INVITATION TO TENDER

Acquisition and processing of multichannel seismic data off Southern Greenland

(Open procedure)

1. Introduction
The Geological Survey of Denmark and Greenland (GEUS) intends to acquire and process multichannel seismic data off Southern Greenland. Service providers are invited to submit tenders either for acquisition or processing or both.

Bids shall be submitted in a sealed envelope, (1 original and 1 copies), prior to 12.00 hrs on Tuesday, 5 April 2005.

2. Services to be provided
2.1 Acquisition and processing of multichannel seismic data
As part of activities in relation to the United Nations Convention on the Law of the Sea (UNCLOS) Article 76, GEUS intends to acquire and process a minimum of 2000 km of multichannel seismic data off Southern Greenland. A map of the survey areas is shown in enclosure 1, fig 1. A detailed description of technical requirements for seismic acquisition is found in enclosure 1 and a detailed description of technical requirements for seismic processing is found in enclosure 2. The main objective of the planned survey is to map the sediment thickness in the area.

2.2 Time schedule
The seismic acquisition has to be carried out during the period from early July to early October 2005. Processing shall be performed in succession with the acquisition and start as soon as data is available. Final processed data have to be delivered to GEUS no later than 31 December 2005.

3. Minimum information requirements
3.1 Qualifications
The tender documents will specify the requirements the service provider shall fulfill when tendering. The following outlines and lists the subjects which will be specified further in the tender documents:

- The service provider shall have extensive experience and proven competence in executing 2D data acquisition and/or processing work in similar areas.
- The documentation to be submitted with the tender for the contract shall include:
  - organisation and resources including specialists;
  - qualifications of allocated personnel;
- references from similar work undertaken as main contractor during the past 3 years, stating clients, locations, types of work, equipment and techniques employed and contract values. Provide for 3 of the listed contracts the names and addresses of the client and contact names, who may be approached for references;
- personnel safety statistics for the past 3 years;
- provide evidence/documentation of an implemented quality system according to ISO 9001, or equivalent;
- provide evidence/documentation for an implemented environmental system according to ISO14001, or equivalent;
- provide evidence/documentation for an implemented health and safety system;
- audited annual accounts for the past 3 years and information about turnover of services performed relating to seismic acquisition and/or processing.
- declaration that the company does not have unpaid, due debts towards the Danish government or national governments in the country in which the company is situated
- declaration that the company does not have unpaid, due debts towards the Danish government or national governments in the country in which the company is situated
- GEUS will exclude from the short-listing procedures any person or company who has unfulfilled obligations relating to the payment of taxes in excess of DKK 100,000. Reference is made to the Danish act on restrictions on debtors’ eligibility to participate in public tender procedures (Act No. 1093 of 21 December 1984). The prospective tenderer shall provide documentary evidence of his fulfilment of this eligibility criterion.

3.2 Proposal for scope of services and technical specifications

The scope of services is outlined in enclosure 1 and 2 and the proposal shall include a description of project organisation including project management, coordination and communication, QC and safety management.

3.3 Compensations (Economical offers in DKK)

The economical compensation includes:

- a financial proposal for both seismic acquisition and processing
- or a financial proposal for seismic acquisition
  The tenderer shall use the format in enclosure 1 (section 13) to give a price quotation for the seismic acquisition, based on the scope of services given in enclosure 1. Bids not complying with this format may be rejected.
- or a financial proposal for seismic processing (enclosure 2, section 10)

3.4 Language, format, number of copies

The bid shall be submitted in English or in Danish in a sealed envelope as outlined in section 5.2 and 6.
4. Contract
Draft contracts are included as Enclosure 3 and 4.

5. Deadline of tender

5.1 Deadline for supplementary information/questions
Any additional questions, request for supplementary information regarding the Tender Documents, and any reservations against the terms of agreement shall be addressed to the
Geological Survey of Denmark and Greenland (GEUS)
Oester Voldgade 10
DK-1350 Copenhagen K,
Denmark
Att.: Flemming Getreuer Christiansen
by mail or by fax no. + 45 38 14 20 50 - being marked “URGENT - GEUS j.nr.0739-066” or e-mail fgc@geus.dk and received by GEUS prior to 12.00 hrs on Wednesday, 2 March 2005.
No later than Monday, 7 March 2005 GEUS will answer the requests/questions in writing. Requests/questions and answers will be forwarded to all tenderers in an anonymised form together with any necessary clarifications or amendments to the Tender Documents caused by the requests/questions. Within the same time limit GEUS will decide to what extent any submitted reservations against the terms of agreement etc. can be accepted as general amendments to the Tender Documents.
It is assumed that adjustments to the Tender Documents based on the questions and opinions of the tenderers will not be to such an extent that it implies a new tender announcement in the EU.

5.2 Deadline for receipt of tenders
The tender shall be sent by registered mail or courier in a sealed envelope (1 original and 1 copy) and shall be received by the Geological Survey of Denmark and Greenland prior to 12.00 hrs on Thursday, 5 April 2005.
Tenders received later than the above-mentioned deadline will be rejected and returned unopened.

5.3 Duration of tender
Tenders may lapse after 3 months.

6. Tender submission
The tender shall be marked: “Confidential, A76, Seismic tender, GEUS J.nr. 0739-066” and addressed to:
Geological Survey of Denmark and Greenland (GEUS)
Oester Voldgade 10
DK-1350 Copenhagen K,
Denmark
Att.: Flemming Getreuer Christiansen
Tenders shall be submitted in 2 (two) copies. The language shall be English or Danish. Attention is drawn to the fact that mail might be opened by the administrative staff of GEUS, if the envelope is not marked as stated above. Tenders submitted by telex, fax or e-mail are not accepted.

7. Opening of tenders
Tenders will be opened in private and will take place immediately after time limit.

8. Tender evaluation
8.1 Criteria
The criteria for award of contract will be the economically most advantageous tender taking into account criteria listed in the tender documents.

Evaluation of tenders will be based on four groups:

- Seismic acquisition (minimum 2000 km) based on a fixed price pr. km;
- Seismic acquisition (minimum 2000 km) based on a day-rate;
- Seismic acquisition and processing combined;
- Seismic acquisition and processing separately.

8.2 Seismic acquisition
A two-step approach to the evaluation will be used:
The first step concerns the general qualifications of the tenderer. At least 4.0 points should be obtained in order to qualify for the second part of the evaluation.

<table>
<thead>
<tr>
<th>Criteria I Seismic</th>
<th>Weight %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extensive experience and proven competence in executing 2D data seismic acquisition in similar areas</td>
<td>40</td>
</tr>
<tr>
<td>Organisation, management and resources including specialists</td>
<td>20</td>
</tr>
<tr>
<td>Qualifications of allocated personnel incl. Key personnel CV</td>
<td>20</td>
</tr>
<tr>
<td>QC, health and safety</td>
<td>20</td>
</tr>
</tbody>
</table>

The second step concerns an evaluation of the offer and the overall criteria: the economical most advantage tender.

<table>
<thead>
<tr>
<th>Criteria II Seismic</th>
<th>Weight %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seismic equipment (array size and quality, streamer length)</td>
<td>40</td>
</tr>
<tr>
<td>Cost</td>
<td>35</td>
</tr>
<tr>
<td>Capacity</td>
<td>15</td>
</tr>
<tr>
<td>Mobilisation/Demobilisation</td>
<td>10</td>
</tr>
</tbody>
</table>
8.3 Seismic processing

A two-step approach to the evaluation will be used:

The first step concerns the general qualifications of the tenderer. At least 4.0 points should be obtained in order to qualify for the second part of the evaluation.

<table>
<thead>
<tr>
<th>Criteria I Processing</th>
<th>Weight %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extensive experience and proven competence in executing 2D data seismic processing</td>
<td>40</td>
</tr>
<tr>
<td>Organisation, management and resources including specialists</td>
<td>20</td>
</tr>
<tr>
<td>Qualifications of allocated personnel incl. Key personnel CV</td>
<td>20</td>
</tr>
<tr>
<td>QC</td>
<td>20</td>
</tr>
</tbody>
</table>

The second step concerns an evaluation of the offer and the overall criteria: the economical most advantage tender.

<table>
<thead>
<tr>
<th>Criteria II Processing</th>
<th>Weight %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seismic processing (quality and time)</td>
<td>40</td>
</tr>
<tr>
<td>Cost</td>
<td>40</td>
</tr>
<tr>
<td>Capacity</td>
<td>20</td>
</tr>
</tbody>
</table>

8.4 Points

Points are given according to the scale below

- Best possible: 8 points
- Very satisfactory: 6 points
- Satisfactory: 4 points
- Unsatisfactory: 2 points
- Evaluation not possible: 0 point

Odd number points can be given. In the evaluation of the costs, the lowest bid is given 8 points. Higher bids are awarded points inversely proportional to the lowest bid (using two decimal points).

Points = \( 8 \times \left( \frac{\text{lowest bid}}{\text{actual bid}} \right) \)

Example:

- Lowest bid: 20 DKK
- Actual bid: 22 DKK
- Points = \( 8 \times \left( \frac{20}{22} \right) = 7.27 \) points
GEUS will be free to accept offers on only one part of the service i.e. seismic acquisition or to reject all offers.

9. Award criteria
The final contract will, subject to GEUS’ evaluation and decision, be awarded to the economically most advantageous tender representing value for money (highest number of points). GEUS reserves the right to choose freely between tenders differing less than 10 %.

10. Cancellation
GEUS reserves the right to cancel the tender.

10.1 Changes before deadline
GEUS will be free to change the offer in the period for tender and possibility to extend the tender period.

11. Expenditure
Participation in the tender is at the company’s own risk and expense. GEUS accepts no liability whatsoever arising from participation in this tender.

12. Supplementary material:
Enclosure 1 Acquisition of multichannel seismic data off Southern Greenland: Technical requirements
Enclosure 2 Processing of multichannel seismic data off the Faroe Islands and Southern Greenland: Technical requirements
Enclosure 3 Draft contract for acquisition
Enclosure 4 Draft contract for processing
Enclosure 1:

Acquisition of multichannel reflection seismic data off Southwest Greenland

Technical requirements

1. Survey vessel
   Use of a large seismic surveying vessel will be required. The identity and complete operational and technical details of this vessel must be fully stated in the tender.

2. Source array
   A large (minimum 2000 cu. in. preferably larger) fully functioning air gun array (preferably sleeve guns) will be required, having:
   - Good primary to bubble characteristics
   - Strong peak-to-power output
   - A basically flat spectrum within the recording band
   - Suitable geometry for the area – state ability for wide tow
   Evidence of system performance must be fully documented and supplied with the tender. Monitoring capabilities and drop out specifications must also be specified. The system will further be operated with:
   - 25 m shot point interval
   - a gun depth suited to the array (6-8 m)

3. Seismic streamer
   A digital seismic streamer of a make suitable for the hydrography of the survey areas should be used. In addition, this streamer cable should be of a minimum length of 3000 active metres, preferable longer. Complete streamer and hydrophone specifications must be stated. Further operational parameters are:
   - 12.5 m group length
   - 9 m cable depth
   It should be noted that cable depth, feather angle and noise parameters are of primary importance and will be strictly controlled.

4. Recording system
   Technical documentation for the corresponding recording system must also be given. Dual recording must be used. Minimum requirements are:
   - 2 msec sample rate
   - 8 / 10 sec record length
• Low-cut filter: 3.5 Hz/out

5. **Onboard processing system**
   An onboard processing system has to be in operation and utilised in full during the survey. Details, including examples, shall be supplied.

6. **Gravity data**
   An additional price shall be given for acquisition and post processing of gravity data.

7. **Navigation**
   The primary navigation for the survey shall be DGPS. The applicant should demonstrate that the complete system configuration proposed, including in-the-water location systems and accurate time logging, is appropriate and sufficient for the survey areas.
   Navigation tapes must be supplied in the appropriate UKOOA format on both IBM 3590 cartridges and CD-ROM.

8. **Tape formats**
   SEG and UKOOA tape formats shall be produced at all stages. Cost uplift for dual tape production shall also be given; onboard copying is acceptable. IBM 3590 cartridges will be preferred as media for recording of field data.

9. **Echosounder**
   A calibrated echosounder capable of recording waterdepths to 3000 m is preferred.

10. **Acquisition period**
    The data must be acquired not prior to July 1, 2005 and completed before early October.

11. **Survey programme**
    The program will consist of minimum 2000 km of reflection seismic data. A provisional A4 survey layout map is included as Fig 1. An additional reflection seismic program in the same area is possible.

12. **Quality control**
    The bid must include complete internal survey quality control parameters to be used for this project, with the appropriate quality assurance manuals and procedures. GEUS will have an onboard quality assurance representative to monitor and approve program performance.

13. **Final acquisition report**
    An acquisition report (“Final Report”) shall be supplied not later than 2 weeks after completion of the survey. The report shall summarise the work, focusing on data quality and problems encountered and must include recommendations to improve data quality. Details on the content of the report are given in the draft acquisition contract (enclosure 3).
14. **Price quotations**

The tenderer shall use the format below to give a price quotation for the seismic acquisition, based on the scope of services given above. Bids not complying with this format may be rejected.

<table>
<thead>
<tr>
<th>Mobilisation/Demobilisation</th>
<th>Lump Sum DKK</th>
</tr>
</thead>
</table>

*Fixed prices:*

- Acquisition of 2000 km multichannel data offshore Southern Greenland: **DKK/km**
- Optional additional seismic acquisition 0 - 1000 Km: **DKK/km**

*Day rate:*

- Multichannel reflection seismic acquisition: **DKK/day**
- Standby: **DKK/day**
- Optional additional multichannel seismic acquisition 0 - 1000 Km: **DKK/day**

*Gravity data:*

- Dayrate acquisition: **DKK/day**
- Processing: **DKK/km**

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**Fig. 1. Area of operation off Southern Greenland (in blue)**

The unofficial medianline to Canada is marked (black stipled line) together with previously acquired seismic lines.
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Enclosure 2:

Processing of multichannel seismic data off Southern Greenland

Technical requirements

1. **Acquisition details** – see enclosure 1
2. **Navigation data** will be supplied in the form of UKOOA format tapes.
3. **Basic processing sequence**

   The following sequence is to be considered the required flow. However, GEUS reserves the right to alter the sequence as necessary to provide improvement in data quality.

   1. Demultiplex if needed, merge and reformat of seismic and positioning data
   2. Editing and polarity reversal of bad (portions of) records and traces
   3. Designature and phase matching
   4. Corrections for spherical divergence and inelastic attenuation
   5. Produce geometry QC displays: as Near trace plots
   6. Low cut filter (as required)
   7. Trace decimation with spatial anti-alias filter (if required)
   8. Optional noise attenuation (FK or FX filtering with removable AGC)
   9. Deconvolution, possibly surface consistent
   10. Preliminary velocity analysis: 1 km interval (20 CDPs, 12 velocity functions), velocities to be horizon consistent, iso-velocity plots ($V_{\text{RMS}}$ and $V_{\text{INT}}$)
   11. Preliminary NMO correction with mute
   12. Display of brute stacks
   13. Multiple attenuation (FK, Radon or wave equation demultiple in CDP domain - as required)
   14. Time variant scaling
   15. DMO gathers and QC stack
   16. Final velocity analysis (post-DMO) and QC stack 500 m interval (20 CDPs, 12 velocity functions), velocities to be horizon consistent, iso-velocity plots ($V_{\text{RMS}}$ and $V_{\text{INT}}$)
   17. DMO (t-x domain Kirchhoff or F-K domain log stretch)
   18. Final NMO correction
   19. Pre-stack mute (inner and outer trace muting)
   20. Time variant scaling
   21. Final stack (mean, alpha trimmed mean or median stack)
   22. Deconvolution, single or multiple operator.
   23. Optional F-X deconvolution (Random Noise Attenuation)
24. Filtering and scaling (as required)
25. Kirchoff migration
26. Optional application of wavelet filter to produce a zero-phase section (wavelet shall either be supplied by GEUS or Contractor)
27. Spectral whitening
28. Time variant filtering and scaling
29. Produce final tapes on IBM 3590 cartridges from raw stack, raw and final filtered migration data in SEG-Y format, stacking and migration velocities in ESSO V2 format

4. Alternative migration algorithms

Contractor shall provide alternative migration algorithms:
   a) Extended Stolt
   b) Modified Residual
   c) Omega-X
   d) Pre-stack time migration

5. Variations to basic processing sequence

GEUS may require the following changes, which will affect basic and optional processes:
   i) Record length decrease or increase, per second
   ii) Pre-stack processing at decreased or increased sampling intervals
   iii) Post-stack processing at decreased or increased sampling intervals

6. Optional processing routines

With the tender contractor shall provide details of optional processes and support services:

6.1 Pre-Stack Processes
   a) Noise Attenuation
   b) Multiple Attenuation
   c) Wavelet Processing
   d) Additional Velocity Analysis

6.2 Post-Stack Processes
   a) Noise Attenuation
   b) Wavelet Processing
   c) Migration
   d) Inversion
   e) Additional Velocity Analysis

6.3 Support Services
   a) Additional/Copy Tapes
      - IBM 3590 cartridge
b) Additional Final Reports

c) Tape Storage

7. Testing

Contractor shall select and GEUS shall agree to test parameters using segments of at least one seismic line in each area. The testing includes all tests necessary to perform the processing to a standard acceptable to GEUS, both the basic processing sequence and any chosen optional processes, including but not be limited to tests on:

*Initial testing, as soon as possible after receipt of data for the first line*

1. Select 5 shots for each of the areas, representing the range of signal to noise ratios and specific noise problems
2. Amplitude recovery tests on selected shots
3. Exclusive filter trial on shots (10 Hz bands)
4. Low cut filters trial on shots (2 Hz steps)
5. All necessary testing for deconvolution
6. Preliminary DBS on shots
7. NMO and mute tests
8. Noise suppression tests pre and post stack
9. Testing of stacking method

*Pre stack testing, where relevant a control stack shall be included in displays*

1. Noise attenuation
2. Deconvolution
3. Scaling
4. Mute
5. Multiple attenuation
6. DMO

*Post stack parameter testing*

1. Deconvolution
2. Noise suppression
3. Filter testing
4. Spectral whitening
5. Scaling

*Mmigration parameter testing*

Trials shall investigate various algorithms and determine the migration velocity field once the optimum algorithm has been selected.
8. Final tapes and plots

The following tapes shall be supplied, formatted and labelled at GEUS's specification:

1. Stacking and migration velocity tapes
2. Raw stack tapes
3. Raw migration tapes
4. Final migration tapes

All final data shall be supplied on IBM 3590 cartridges to GEUS.

9. Final processing report

Within 4 weeks after completion of processing a final report shall be delivered. Details on the content of the report will be given in the draft processing contract (enclosure 4).

10. Price quotation

The tenderer shall give a price quotation (in DKK per km) for the seismic processing, based on the scope of services given above.
With reference to your tender dated ________, we the Geological Survey of Denmark and Greenland (GEUS), hereby award you, ________________________, the subject contract (hereinafter referred to as “the contract”) on the following terms and conditions.

The contract is made by and between the following parties designated as “GEUS” and “contractor”:

GEUS: Geological Survey of Denmark and Greenland

Øster Voldgade 10, DK-1350 Copenhagen K, Denmark

Contractor: ______________________________________________

Whereas GEUS desires that all services and/or works in connection with acquisition of seismic data (which services and/or works are more particularly described elsewhere within the contract documents referred to in article 2 hereof and are hereinafter called “the service”) should be executed. And whereas contractor represents it possesses all requisites necessary to perform the service diligently in accordance with current standards and practices of the industry and subject to the provisions of the contract documents.

Now therefore, in consideration of the mutual covenants and agreements hereinafter provided, it is hereby agreed as follows:

Art. 1  Words and expressions

In this agreement words and expressions have the same meanings as are respectively assigned to them in the general conditions.

Art. 2  Contract documents

The following documents shall be deemed to form and be read and construed as part of the contract:
- This agreement.

- Commercial section
  General conditions
  Special conditions
  Appendix A – compensation

- Technical section
  Appendix B – technical specification
  Appendix C– quality and management systems specification
  Appendix D – safety training and working environment
  Appendix E – quality control specifications (to be included)

No change, amendment or other modification to or in any document or provision forming part of the contract shall be valid or effective unless produced in writing and signed on behalf of each of the parties hereto by its authorised officer(s).

Art. 3 Covenants for execution of the service

3.1. Contractor

In consideration of the payment to be made by GEUS to contractor, the contractor hereby covenants with GEUS to perform and complete the service in conformity in all respects with the provisions of the contract.

3.2. GEUS

GEUS hereby covenants to pay contractor in consideration of the performance of the service the compensations at the time(s) and in the manner prescribed by the contract.

Art. 4 Contract value

All contract rates of compensation and any other price(s) agreed upon by the parties include any charges and provisions necessary for the total completion of the service covered by the contract in a workmanlike and expeditious manner and in accordance with the contract documents, shall be remunerative to, and shall cover all expenses and dues borne, or to be borne, by contractor together with all responsibilities that contractor has undertaken and any consequence deriving therefrom.
Art. 5  **Articles which survive termination**

The provisions of the contract which by their nature survive final termination of the service shall remain in full force and effect after such termination.

Art. 6  **Effective date of contract**

The contract is effective on when signed by both parties.

Art. 7  **Acceptance**

The parties hereto accept the terms and conditions contained herein, and agree to be bound by them, and the contract is executed below by the duly authorised representatives of the parties.

For and on behalf of GEUS

Name: ........................................

Title: ........................................

Sign.: ........................................

For and on behalf of contractor

Name: ........................................

Title: ........................................

Sign.: ........................................

Encl.: As cited in article 2.
Commercial section

General conditions – seismic acquisition
Art. 1 Definitions and interpretation

For the purposes of the contract, and unless otherwise stated in the text, certain words and expressions used in the contract shall have the following meanings, it being understood that reference to the singular includes reference to the plural and vice versa.

1.1 Definitions

1.1.1 “GEUS” and “contractor” shall have the respective meanings ascribed to them in the agreement.

1.1.2 “The contract” shall mean the documents scheduled in article 2 of the agreement and any contract amendment(s) issued subsequent thereto.

1.1.3 “The contract price” shall mean any or all the amounts (as the context so admits) payable to or for the account of contractor for the satisfactory and proper performance by contractor of its obligations in accordance with the provisions of the contract.

1.1.4 “Affiliate” shall mean, in respect of any party.
   i) any company or other legal entity which is controlled by a party, or
   ii) any company or other legal entity which directly or indirectly controls a party, or
   iii) any company or other legal entity which is directly or indirectly controlled by any company or other legal entity which directly or indirectly controls a party.
   For the purpose of this definition “control” means the right to exercise the votes attaching to more than fifty percent (50%) of the issued equity shares of such company or other legal entity, or the right to appoint more than half the directors of such company or other legal entity.

1.1.5 “Area of operations” shall mean any location or area utilised in connection with the contract.

1.1.6 “Assignee” shall mean the entity, person or third party to whom the contract may be assigned in the manner and to the extent permitted under the terms thereof.

1.1.7 “Effective date of contract” shall mean the date specified as such in the agreement.

1.1.8 “Equipment and/or materials” shall mean the equipment, machinery, instruments, tools, materials provided by contractor for the performance of the service.
1.1.9 “Force majeure” shall have the meaning ascribed to it in article 31 “force majeure”.

1.1.10 “Party” shall mean either GEUS or contractor and the plural of same means both of them.

1.1.11 “Representatives”:
Contractor's representative shall mean the person or persons notified to GEUS and authorised to act on contractor's behalf in matters relating to the contract all as specified in accordance with clause 9.1.

GEUS's representative shall mean the person or persons designated by GEUS in the area of operations as specified in clause 9.2.

1.1.12 “Scope of contract” shall mean the activities designated in article 1 “scope of contract” of the special conditions.

1.1.13 “Sub-contract” shall mean any contract entered into between contractor and any third party in the manner and to the extent permitted under the terms of the contract whereunder contractor sub-contracts the performance of any part of the service and “to sub-contract” shall be construed accordingly.

1.1.14 “Sub-contractor” shall mean any company, corporation, firm, partnership or any combination thereof engaged directly or indirectly by contractor for the performance of the service or any part thereof.

1.1.15 “The service” shall mean all services and works to be provided by contractor under the contract, as more fully described in article “scope of contract” of the special conditions.

1.1.16 “Third parties” shall mean all parties other than the parties to the contract.

1.1.17 “Vessel” shall mean the survey vessel used by contractor, where applicable, in the performance of the service.

1.2 Interpretation

1.2.1 The contract constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede and cancel all prior agreements or understandings, whether oral or written.
1.2.2 The headings of all sections of the contract are inserted for convenience of reference only and shall not affect the construction or interpretation of the contract.

1.2.3 If any provision of the contract is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions of the contract.

1.2.4 The contract shall also be for the benefit of and binding upon GEUS's and contractor's successors and assignees.

1.2.5 Unless specifically stated otherwise, all references to days and/or months shall mean calendar days and/or months, respectively, according to the Gregorian calendar.

1.2.6 Unless specifically stated otherwise in the contract, references in the general conditions or in the special conditions to numbers and letters designating articles and/or clauses and/or paragraphs relate only to the articles and/or clauses and/or paragraphs of the general conditions or the special conditions, respectively.

Art. 2 Contract duration and termination

2.1 Duration

The duration and any extension(s) of the contract shall be specified in the special conditions.

2.2 Termination procedure

Any termination shall become effective as of the date and in the manner specified in the notice of termination and shall be without prejudice to any claim which GEUS may have against contractor.

On receipt of such notice contractor shall, unless otherwise directed by the notice of termination, immediately discontinue the service and/or the placing of orders in connection with the performance of the service and shall, if so requested, use any reasonable effort to cancel all existing commitments upon terms satisfactory to GEUS and shall thereafter perform only such portion(s) of the service as may be necessary to preserve and protect the part of the service being performed and to protect all contractor's or GEUS's goods located at contractor's base, or in transit thereto.
2.3  Early termination

2.3.1 GEUS in its sole discretion may terminate for any reason and at any time the contract by giving written notice thereof to contractor.

2.3.2 If the contract is terminated by GEUS pursuant to paragraph 2.3.1 above, contractor shall be entitled to the reimbursement of the costs of that portion of the service performed to the satisfaction of GEUS up the date of termination, evaluated at the rates and prices, if any, provided for in the contract. Such reimbursement shall include the cost of any goods already purchased by contractor in respect of the service and mobilisation as well as demobilisation expenses evaluated at the prices provided for in the contract.

2.3.3 Upon such termination and payment of sums due to contractor pursuant to paragraph 2.3.2, if any, title to and possession of all work, equipment and/or materials and supplies, incorporated or to be incorporated in, or documents related to, the service, shall pass to and vest in GEUS on a “where is, as is” basis. Excepted are data and work not accepted by GEUS in the sense that GEUS is refusing to pay for it. Contractor shall, if so required by GEUS, assign any of its sub-contracts to GEUS.

2.4  Right of cancellation

Without prejudice to the other provisions of the contract, GEUS shall be entitled to terminate the contract in the following cases:

a) contractor has not commenced the service by the date provided for in the contract or has not completed it, due to causes attributable to contractor, within the agreed term;

b) contractor refuses to perform the service in accordance with the terms and conditions set forth in the contract; in particular, contractor supplies personnel and/or equipment and/or materials not meeting the requirements indicated, or does not promptly replace malfunctioning equipment and/or materials or parts;

c) contractor fails to substantially comply with its material obligations as set forth herein;

d) contractor becomes insolvent, bankrupt or makes an assignment for the benefit of creditors; or a receiver is appointed for a substantial part of contractor's assets;
e) contractor dissolves, liquidates or terminates its corporate existence other than by merger or reorganisation into an affiliate; or an order is made by a court or an effective resolution is passed for the dissolution, liquidation or winding up of contractor;

f) contractor assigns the contract to third parties or sub-contracts the service without GEUS's prior written consent;

g) contractor fails to comply with current legislation relating to insurance, salaries, wages and social security contributions for its personnel and safety legislation;

h) contractor makes variation(s) to the scope of contract, without GEUS's written approval and/or authorisation;

i) contractor suspends the performance of the service in the event of legal disputes;

j) contractor fails to meet the quality requirements during the execution of the service and such failure has significant effect on data quality;

k) force majeure events persist for a period in excess of ten (10) days;

l) in case of irregularity of contractor's administrative and/or legal position.

2.5 If GEUS considers that one of the aforesaid causes of termination exists, it may give written notice thereof to contractor requiring contractor to remedy such cause within a period of not less than fifteen (15) days of receipt of GEUS's notice. If, upon the expiry of the aforesaid period, such cause has not been remedied or removed or if an agreement has not been reached on a plan to remedy or remove the cause, the contract shall automatically terminate, and GEUS shall be entitled to be reimbursed, within sixty (60) days of receipt by contractor of the relevant debit note, for all damages incurred in connection with such termination, however, not including consequential losses and/or damages.

The termination of the contract pursuant to this clause 2.5 shall not relieve contractor from any of its obligations or liabilities incurred as a consequence of default(s) committed prior to such termination.
Art. 3  **Quality assurance**

3.1 The service shall be carried out in compliance with the requirements listed in appendix B and C.

3.2 Failure by contractor to meet GEUS's quality requirements shall constitute breach of contract and shall entitle GEUS to terminate the contract pursuant to clause 2.5, provision being such failure significantly reduces quality of acquired data.

Art. 4  **Special conditions and appendices - priority of documents**

4.1 The special conditions and appendices to commercial section and technical section A, B, C and D as mentioned in article 2 of the agreement relate to the services specified below:

Special conditions for seismic acquisition
- Appendix A: compensation for seismic acquisition
- Appendix B: technical specification for seismic acquisition
- Appendix C: quality and management systems for exploration services
- Appendix D: safety training and working environment

4.2 **Priority of documents**

In case of any inconsistency between the contract documents indicated in article 2 of the agreement, each document shall prevail on the others in accordance with the order set forth below:

1) the special conditions and appendix A;
2) the agreement;
3) the general conditions;
4) the quality and management systems - appendix C;
5) the technical specification as appropriate
6) Appendix D – safety training and working environment

The above documents shall be deemed to be complementary, so that all the terms of any such document shall be considered to be included in all the others and thus fully applicable.
Art. 5  **Area of operations acquaintance**

Contractor declares and represents that it is acquainted in all respects with the regulatory, fiscal and logistics situation, climatic and environmental conditions existing in the area of operations and that it has evaluated all costs and risks connected therewith.

Thus, contractor is solely responsible for any misunderstandings and/or incorrect information, however obtained.

Art. 6  **Standard of performance**

6.1 Contractor shall, at contractor's sole cost and expense, furnish supervision, manpower, equipment and/or materials and supplies necessary for the performance of the service in a diligent, good and workmanlike manner.

   Contractor shall not employ in any work for GEUS any employee whose employment violates applicable labour laws.

6.2 All equipment and/or materials, supplies or manufactured articles furnished by contractor in the performance of the service shall be the best quality for their respective purposes and shall be free from all defects, latent or otherwise. Any portion of the service found defective or unsuitable shall be promptly removed, replaced or corrected by contractor without additional charge to GEUS.

6.3  **Progress in the work**

   In the event that the work falls behind schedule or that it becomes evident that progress has been too slow to ensure completion of the service in the prescribed time, contractor shall take immediate steps that can be reasonably expected to expedite the rate of progress of the work.

Art. 7  **Inspection and tests**

7.1 Contractor shall permit GEUS's representative(s) or inspector(s) to conduct the requisite inspection and tests, including inspection of the vessel and to examine the equipment and/or materials to be used for the service, it being understood that vessel time elapsed due to such tests and inspections, that would not else have elapsed, shall be paid for at xx DKK per hour.

   The presence of GEUS's representative(s) shall not in any way relieve contractor from full and exclusive responsibility for the execution of the service.
7.2 In case the nature of the service requires that it be submitted to tests as the service proceeds, or submitted to specific test or inspection according to the contract, contractor shall notify GEUS adequately (never less than 48 hours in advance) that the test can be initiated in order that GEUS's representative(s) shall have the opportunity of being present at all such tests, and no work shall be covered up or put out of view until so inspected.

7.3 Unless an agreement to the contrary has been made, it is understood that tests necessary for the kind of service in question, according to good practice, shall form an integral part of the carrying out of the service and shall be for the account of, and carried out under the responsibility of, contractor. Contractor shall also supply the necessary testing equipment.

Art. 8 Changes or modifications in the service

8.1 GEUS shall have the right at any time during the term of the contract to ask contractor to make any reasonable changes or modifications that GEUS considers advisable in the service or in the plans and specifications, and contractor shall carry out such changes or modifications.

Changes or modifications may include additions to or reductions in the amount of work.

8.2 In the case of a lump-sum contract, if such modifications increase the cost of the service, the contract price shall be increased proportionately; likewise, if the modifications represent a diminution in the cost of the service, a corresponding reduction shall be made in the contract price. However, mobilisation and demobilisation charges will remain unaltered, regardless.

8.3 In all cases the parties shall agree in writing the amount of increase or decrease in the contract price before the modifications are carried out. GEUS will not pay for any modification unless the price thereof has been agreed in writing in advance.

8.4 The contract price shall not be increased on account of additional work or additional materials required to remedy defects attributable to contractor, or to carry out tests in excess of those specified in the special conditions if such additional tests are necessary because of defects attributable to contractor.

8.5 Contractor shall not change, modify or alter any part(s) of the service except as directed by GEUS in writing.

In the event of any variation(s) made by contractor without GEUS's prior approval, contractor shall, at its expense, restore any varied part(s) of the service to the condition required by the contract.
8.6 If contractor fails to comply with the provisions of clause 8.5, GEUS reserves the right to terminate the contract pursuant to clause 2.5.

Art. 9 **Representatives**

9.1 Contractor shall designate in writing to GEUS the person or persons who will have supervisory authority of the service and with whom GEUS's representative(s) may co-ordinate the performance thereof. Notices concerning the service which are transmitted to contractor through its designated representative(s) and which are consistent with the provisions of the contract shall be deemed those of Contractor and shall be deemed, for the purposes of the contract, to have been sufficiently given.

9.2 GEUS will designate in writing one or more representative(s) in the area of operations to whom contractor's representative(s) may deliver reports and other confidential information developed from the service. GEUS's representative(s) will consult with contractor's representative(s) in the planning and co-ordination of the service, and all instructions given by GEUS's representative(s) consistent with the provisions of the contract shall be deemed those of GEUS and shall be complied with.

Art. 10 **Reports**

The reports that contractor shall provide to GEUS during, and/or after the completion of, the service are set out in the special conditions.

Art. 11 **Contractor's obligations**

In addition to any and all charges provided for in other clauses as being for contractor's account, contractor shall provide and/or arrange for and/or meet the cost of:

11.1 Mobilisation to, and demobilisation from, the area of operations of all marine and land means and equipment.

11.2 All expenses associated with the personnel provided under the contract, including but without limitation, all wages, salaries, overtime, taxes benefits, allowances, social security contributions, and (save as may be otherwise expressly provided herein) the cost of passports,
accommodation, subsistence, travelling (including travels for crew rotation) insurance and medical treatment.

11.3 Maintenance and repairs of all equipment and/or materials to ensure its/their efficient operation; supply of all spare parts and consumables required, for the proper conduct of the service such as: fuel, lubricants, photographic material, paper and printing chemical products, gases and/or compressed air.

11.4 Customs duties and agency fees, which shall be reimbursed to contractor as stated in clause 12.3.

11.5 Any and all liabilities or claims for any taxes or governmental charges of whatever nature which any governmental authority (including any political sub-division thereof) claiming jurisdiction over the contract may impose, assess or levy against contractor under the contract.

11.6 Complying with, and ensuring that the sub-contractors and their respective personnel comply with, all applicable laws, by-laws, rules and regulations and any conditions or restrictions contained in any license or permit relating to the service. More specifically, contractor shall take all precautions necessary to ensure the safety of contractor's personnel and property and the personnel and property of any third parties.

11.7 Repeating, subject to a contractor seismic marine crew being available in or near the area of operations, such field operations as are necessary to re-record any tapes that, due to contractor's fault, are lost, destroyed or damaged beyond repair. In the event that no seismic marine crew is available in or near the area of operations, contractor may elect, instead of re-recording the tapes, to credit GEUS with the rate(s) of compensation, as appropriate, initially charged to contractor.

11.8 Registration of the contract, where required, in the country where the service is rendered. The relevant cost, expenses and/or charges, if any, shall be reimbursed by GEUS as stated in clause 12.3.

11.9 Downtime resulting from the failure of the vessel and/or the malfunction of the equipment and/or materials including the radio-positioning chains.

11.10 Compliance with all requirements of the laws of the country having jurisdiction over the area of operations as regards establishing its company on a proper legal basis to operate or do business therein, including registration, if required.
Art. 12  **GEUS's obligations**

In addition to the payment to contractor of the fares of compensation/fees set forth in appendix A, GEUS shall provide and/or arrange and/or meet the cost of:

12.1 Selfinsurance covering liabilities for injury to or death of its representative(s).

12.2 Expenses (against supporting documents) associated with, or judgement arising out of, any predictable damage or loss caused to third parties, including damage to or loss of fish traps, nets, posts; provided, however, that the service shall be performed with due care, skill and diligence and in accordance with accepted industry standards.

12.3 a) costs, expenses and/or charges, if any, of registering the contract in the country where the service is rendered

b) reimbursing contractor for the cost of:
- Customs duties and agency fees in 11.4 if the call of port is according to instruction from GEUS;
Permits, licences, authorisations as stated in article 28 “permits and authorisation”.

12.4 Fees of any data, maps, reports, in addition to those mentioned in the contract.

Art. 13  **Safety, accident prevention and health measures**

13.1 Contractor assumes full responsibility to provide for the safety, security and health of contractor's personnel and to observe the respective laws and regulations of the area of operations, including but not limited to the obligation to develop a safety plan according to Seismic Survey Standards for offshore West Greenland.

Contractor further covenants warrants and represents that its personnel and the personnel of its sub-contractors are suitably trained to safely perform the service. Ref. Appendix D - safety training and working environment.

13.2 Contractor's obligation to observe safety measures according to this article 13 shall be considered an essential, basic obligation, failure to comply with which shall give GEUS the right to suspend the service or to terminate the contract under article 2 “contract duration and termination”.
13.3 The responsibility for taking adequate safety measures rests solely with contractor. Contractor shall appoint a safety officer.

13.4 Contractor shall inform GEUS and the proper authorities forthwith of any injury/damage to contractor's personnel/equipment and/or materials or to the personnel/equipment of its sub-contractors. Contractor shall submit to GEUS, within seven (7) days of the date of the injury/damage, the accident report.

Art. 14 Environmental compliance

14.1 Contractor shall give all notices and otherwise fully comply with all laws, statutes, regulations, ordinances, rules, standards, orders or determinations of any governmental authority (including related determinations, interpretations, orders or opinions by any judicial or administrative authority) which has jurisdiction over contractor, the service or the area of operations pertaining to protection or conservation of the air, land, water, human health, industrial hygiene or other aspects of the environment. Including but not limited to the obligations listed in seismic survey standards for offshore West Greenland and in the conditions to issue a license to carry out scientific research of the Faroese shelf.

14.2 Hazardous materials
Contractor represents and warrants to GEUS that upon delivery or performance of the service, the service will not contain or otherwise have incorporated into it any chemical, material or other substance defined as or included in the definition of “hazardous substance”, “hazardous material”, “hazardous chemical”, “hazardous chemical substance”, “hazardous waste”, or “toxic substance” or words of similar meaning and regulatory effect, as such terms are defined under any environmental laws, any broader definition of such terms that is used by a state or locality that has jurisdiction over the service, or the area of operations or any interpretation by administrative or judicial authorities, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which may or could pose a hazard to human health and safety.

14.3 Pollution control/hazardous waste responsibility and indemnification

a) Contractor shall assume all responsibilities, including control and removal of, and hold harmless and indemnify GEUS from and against any and all losses, costs (including payment of attorney's fees and other litigation costs) damages or liabilities, and in respect of all claims by any person or entity whatsoever for injury to person or property or any other loss or damage arising out of or in connection with pollution or
contamination of the environment caused, in whole or in part, by any act or omission of contractor and its sub-contractors, including but not limited to: spills, leaks, drainage or dumping of fuels, lubricants, motor oils.

b) Contractor shall assume all responsibility for properly treating, storing, transporting, disposing of or otherwise managing all hazardous waste in its control or resulting from its work under the contract in strict compliance with all applicable laws, rules or regulations.

Contractor further agrees to hold harmless and indemnify GEUS from and against any and all losses, costs (including attorney's fees and other litigation costs), damages or liabilities, and in respect of all claims by any person or entity whatsoever for injury to person or property or any other loss or damage, arising out of or in connection with any failure of contractor and any sub-contractor to properly treat, store, transport, dispose of or otherwise manage its hazardous waste.

c) Without relieving contractor of any of its obligations, it is agreed that GEUS may notify immediately relevant authorities having jurisdiction over the area of operation for the purpose of ensuring the necessary control and removal of any pollution or contamination which is the responsibility of contractor under the foregoing provisions. Contractor shall reimburse GEUS any cost thereof. It is understood that both parties shall keep each other informed during such situations and try to agree on the most appropriate action to take.

Art. 15 Independent contractor

Contractor, in the performance of the service, is and shall remain an independent contractor with exclusive control of its personnel. Contractor shall have no authority to act on behalf of GEUS nor shall contractor have the power neither to bind GEUS in any manner nor be considered as an agent of GEUS.

Art. 16 Liabilities and indemnities

16.1 The parties shall, save as is otherwise herein specifically provided, indemnify and hold each other harmless from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature with respect to injury to or death of any person employed, directly or indirectly, by the parties, their sub-contractors/contractors or affiliates arising during or as a result of the performance of the service from any cause whatsoever, including, but not limited
to; the negligence of the parties, their sub-contractors/contractors, or their respective employees.

16.2 a) Contractor shall be liable for damage to its equipment and/or materials and for loss of and/or damage to such materials that belong to GEUS and that Contractor has received in order to perform his services according to this contract.

b) Contractor shall be liable for and shall indemnify and hold GEUS harmless from and against any claims for and proceedings resulting from shipwreck or any equipment and/or materials (floating or otherwise) which may sink or be lost overboard in the course of the performance of the service. In such case contractor shall act according to the laws of the country having jurisdiction over the area of operations and secure sufficient insurance coverage to meet the requirements.

c) Without relieving contractor of any of its obligations, it is agreed that GEUS may notify immediately relevant authorities having jurisdiction over the area of operation for the purpose of ensuring the necessary control and marking or raising or removal of the vessel or any equipment and/or materials (floating or otherwise) which may sink or be lost overboard in the course of the performance of the service. Contractor shall reimburse GEUS any cost thereof. It is understood that both parties shall keep each other informed during such situations and try to agree on the most appropriate action to take.

16.3 Contractor shall be liable for and shall indemnify and hold GEUS harmless from and against all losses and claims for and proceedings resulting from death, injury, damage or destruction, howsoever caused to any third party, or their property whatsoever which shall arise out of or in consequence of the performance of the service, including any losses and claims arising out of the failure by contractor or contractor’s personnel to comply with the safety regulations mentioned in article 13 “safety, accident prevention and health measures”.

16.4 Contractor shall defend, indemnify and hold GEUS and GEUS's representative(s) harmless from and against any liability or penalty which may be imposed on GEUS or on GEUS's representative(s) by reason of any alleged or actual violation of law by contractor or its subcontractors and also from all claims, suits or proceedings that may be brought against GEUS or GEUS's representative(s) arising under, growing out of, or by reason of or pursuant to the performance of the service with respect to such alleged or actual violation of law whether brought by employees of contractor or its sub-contractors, by third parties or by any governmental authority.
16.5 In no event shall either party be liable to the other for indirect, special or consequential damages of any kind, including but not limited to loss of revenue or anticipated profits resulting from the carrying out of the service.

Art. 17 Insurance

17.1 Without prejudice to the liabilities and responsibilities of contractor under the provisions of article 16 “liabilities and indemnities”, Contractor shall at its own expense effect and maintain in force during the term of the contract the following insurances:

(a) Insurance covering injury to, and/or death of, contractor's personnel and/or the personnel of its sub-contractors in compliance with the legislation applicable to the contract.

(b) Insurance covering liability for damage to, and/or loss of, contractor's facilities, equipment and/or materials and/or those of its sub-contractors, including war risks.

(c) Insurance covering liability for damage to and/or loss of GEUS's materials mentioned in clause 16.2a).

(d) Contractor shall ensure that the hull and machinery protection and indemnity insurances in respect of the vessel, if used in the performance of the service, are in effect during the term of the contract, at no cost to GEUS, in an amount of not less than owners full admitted value of the vessel. Also, contractor shall obtain removal of wreck insurance to cover contractor's obligations in clause 16.2b).

(e) Public liability insurance covering personal injury and/or property damage, with a limit of DKK 10 million for anyone incident or series of incidents, arising from one event or incident and unlimited as to number of claims in any year.

The limits specified above are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by GEUS of responsibility for financial liabilities in excess of such limits.

17.2 General insurance requirements

(a) Contractor shall maintain in force the above-mentioned policies through a reputable international insurance company.
Contractor shall likewise require each of its sub-contractors to maintain third party liability insurance for such risks through a reputable international insurance company, covering the activities of such sub-contractors and their employees. Any deficiencies in the cover or policy limits of sub-contractor’s insurances shall be the sole responsibility of contractor.

(b) Contractor warrants that the insurances referred to in clause 17.1 shall be in full force and effect prior to the commencement of the service.

c) Contractor shall, within (7) days of the execution of the contract, provide GEUS and relevant authorities with written evidence that the aforementioned insurances have been effected and are in full force with respect to the contract and shall furnish to GEUS and relevant authorities, as soon as available, copies of the current certificates relating thereto.

d) Contractor shall provide to GEUS with written confirmation that its underwriters have agreed to waive all rights of subrogation against GEUS, its parent companies, affiliates and such of the joint venturers as are engaged in the area of operations.

e) Contractor shall ensure that GEUS is included in all the policies as co-assured.

(f) All insurances carried by contractor hereunder shall exclude the right of subrogation and deductibles against GEUS, its contractors or their sub-contractors.

(g) The cost of the above insurance coverage shall be included in the rates of compensation/fees set forth in appendix A, as appropriate.

(h) All insurance policies shall be endorsed to provide GEUS with at least thirty (30) days notice of cancellation.

If contractor fails (or refuses) to obtain or to continue any insurance required to be effected by it under the provisions of this article 17, or to provide GEUS with insurance certificates or renewal certificates, GEUS shall, without prejudice to any of its other rights, have the right to procure such insurance at contractor's expense, in which event any sums so paid by GEUS in this regard shall immediately become due and payable to GEUS by contractor, and GEUS shall be entitled to deduct such sums from any monies due or which may become due to contractor in addition to any other remedies GEUS may have under the contract.

Art. 18 Compensation and method(s) of application
18.1 GEUS will pay contractor, as full compensation for the service, the rates of compensation/fees (net or vat), as appropriate, set forth in appendix A and as provided therein or in the special conditions.

18.2 The rates of compensation/fees set forth in appendix A shall be inclusive of any and all taxes applicable in the country where the service is rendered and in contractor's country.

Art. 19 Invariability of prices

The rate of compensation and/or fees set forth in appendix A shall remain unchanged during the term of the contract.

Art. 20 Invoicing

20.1 Contractor shall forward monthly the invoice to GEUS, with the following provision:
   a) Mobilisation shall be invoiced as soon as possible pursuant to completion.
   b) All work that has not already been invoiced shall be invoiced as soon as possible pursuant to completion of demobilisation.

20.2 Contractor shall bill GEUS on the following basis:

20.2.1 Mob/demob fees: as stated in the special conditions and in appendix A.

20.2.2 Rates of compensation: as stated in the special conditions and in appendix A.

20.3 All invoices under the contract shall quote the contract reference number: GEUS j.nr 0739-038, and shall be mailed as follows:
   One original to the address specified in the special conditions.

20.4 If GEUS disputes an invoice, in whole or in part, GEUS shall promptly notify contractor of the dispute and shall pay only 50 % of the disputed portion. GEUS and contractor shall endeavour to settle and adjust any disputed amount forthwith.

Art. 21 Payment
21.1 GEUS shall pay by bank transfer all billings within the period specified in the special conditions.

21.2 All payments to contractor under the contract shall be in the currency set out in the special conditions and shall be made to the address(es) specified on the invoice(s).

21.3 GEUS shall pay contractor's last invoice upon receipt of the final report.

21.4 All payments due under or in connection with the contract shall be subject to the rules and regulations of National Bank of Denmark.

Art. 22 No assignment of credits allowed

Contractor agrees not to assign its credits, except those, which will be duly approved by GEUS in advance. Such approval will not be unreasonably withheld.

Art. 23 Audit

Contractor agrees to retain all pertinent books and records (i.e. payroll records, accounting records, payment records, invoices, time reports and travel/entertainment expense reports) relating to the service for a twenty-four (24) month period commencing at the end of the calendar year in which the service was completed or at the end of the calendar year in which the contract has been terminated pursuant to article 2 “contract duration and termination”, and for any additional period as may be necessary to permit GEUS to complete any audit commenced within such period. Representatives and auditors of GEUS shall have access at any time during normal working hours to the books and records maintained by contractor relating to the service, and shall have the right to copy and audit such books and records.

Art. 24 Taxes

24.1 Taxes

24.1.1 Any and all income taxes (or taxes based upon or determined by reference to income, profit or gain) of contractor group are the sole responsibility of contractor.

24.1.2 Contractor shall be responsible for and assume full liability for the collection and payment of all present and future employment taxes, levies or assessments including,
without limitation, national insurance and other employee benefits imposed by any
governmental or taxing authority and arising from the employment of any person by
contractor group.

24.1.3 Contractor shall provide to the appropriate governmental or taxing authority all
information necessary to satisfy any duty it or GEUS has to report information to the
said authority with respect to any of the taxes referenced above.
Compliance with these obligations shall be deemed a part of contract performance
and subject to audit.

24.1.4 Contractor shall defend, indemnify and hold GEUS harmless from and against any
and all taxes on income, profits or gain imposed by any governmental or taxing
authority on contractor or GEUS in respect of any payment made to or earned by
contractor hereunder.

24.1.5 If and to the extent required by the laws of any country having jurisdiction, GEUS
shall have the right to withhold amounts from payments due to contractor hereunder,
and any amount so withheld shall be credited against any payments due to contractor
under the contract.

24.1.6 In case GEUS is held liable for unpaid taxes due to any non-compliance by
contractor with this article, contractor agrees to indemnify and reimburse GEUS on
demand for all such taxes so paid.

24.1.7 Contractor shall comply with any duty to report on employees and companies
resident abroad and foreign companies connected with the service.

24.1.8 All excise, sales or use taxes, or taxes of a similar nature which might be imposed on
the furnishing by contractor of the work and scheduled items hereunder, as well as all
customs duties or fees and import or export charges paid by contractor, shall be fully
included within prices payable by GEUS hereunder.

24.1.9 The services to be supplied by contractor in connection with the contract are zero
rated for vat purposes. Accordingly contractor shall not charge GEUS with vat on
such services unless vat is payable by contractor and not recoverable.

24.1.10 The contract price and the rates specified in appendix A are exclusive of vat unless
otherwise specified therein.
Art. 25    **Bankruptcy**

If a petition in bankruptcy is filed by or against contractor or a receiver is appointed for any part of contractor's assets provided by contractor pursuant to the contract or for a substantial part of any of contractor's other assets or an assignment is made of any part of contractor's assets for the benefit of its creditors, or process of court or authority is levied or enforced upon or issued out against any substantial part of contractor's assets and such process is not discharged within a reasonably time, or an action is taken under the laws of the country where contractor is domiciled or any other event occurs which would materially impair contractor's ability to fulfil its obligations hereunder, contractor shall promptly notify GEUS of such petition, receiver's appointment, assignment, process, action or defined event, and GEUS may at its option within not less than fifteen (15) days after such notification terminate the contract, as stated in article 2 “contract duration and termination”.

In any case GEUS may terminate the contract if contractor fails to notify GEUS as aforesaid.

If all or any part of the service is terminated, for reasons set forth in this article, GEUS shall pay contractor its total cost to date of termination in performing the service in conformity herewith but not to exceed the value, based upon the contract taxes or portion thereof, for work done; said payment to represent full and final payment for all works completed and for complete termination of the contract.

Art. 26    **Assignment**

26.1 Assignment by GEUS

GEUS may assign the contract to third parties, subject to contractor's consent, which consent shall not be unreasonably withheld.

26.2 The assignee(s) shall take the place of GEUS and succeed to its rights and duties as from the date of assignment.

Contractor agrees to obtain all necessary insurance policy endorsements relating to the contract so that the assignee has the same rights under such policies as GEUS.

26.3 Assignment by contractor

Contractor agrees not to assign the contract or sub-contract any work to be furnished hereunder without the prior written consent of GEUS, and the assignment of the contract or the sub-contracting of any work to be performed hereunder, if so permitted by GEUS, shall not relieve contractor of its duties or obligations hereunder; contractor shall be jointly liable
with its sub-contractors or assignees for all duties and/or obligations arising from the contract until duly and completely performed.

If contractor assigns the contract or sub-contracts any work to be furnished hereunder without such consent, the contract may be immediately terminated at GEUS's option, as stated in article 2 “contract duration and termination”.

Art. 27  **Approved sub-contractors**

Contractor shall identify each sub-contractor it proposes to utilise. GEUS reserves the right to approve any such sub-contractor or qualify such approval prior to commencement of the work(s) to be performed under each work order.

All sub-contractors are required to have the minimum insurance prescribed herein.

Art. 28  **Permits and authorisation**

Subject to the provisions in 12.3.b), contractor shall obtain all permits and licences to be requested from the authorities for the execution of the service and for the importation and use of necessary marine/land means, equipment and/or materials and their subsequent re-exportation.

Contractor shall be responsible for obtaining these permits. In any case, GEUS will give assistance for securing and carrying out the mandates of the relative documents or on request from contractor undertake to obtain necessary permits and licences from the Bureau of Minerals and Petroleum under the Government of Greenland. In such case contractor shall supply GEUS with all documents and information necessary.

Contractor shall apply for the necessary licences immediately after the award of the contract.

Art. 29  **Compliance with laws**

Contractor agrees to comply with all laws, rules, regulations, ordinances, judgements, orders and other official acts of any governmental authority recognised by GEUS which are now or may, in the future, become applicable to contractor, contractor’s business, equipment and/or materials and personnel engaged in the performance of the contract, or arising out of or incidental to such performance.

Art. 30  **Intellectual property rights**

In addition to any other indemnifying provisions contained herein, contractor represents and warrants that the use or construction of any and all procedures, equipment and/or materials or process furnished by contractor and used in the service do not infringe on any license, patent or
other trade secret which has been issued or applied for, and contractor agrees to protect, defend, indemnify and hold GEUS harmless from and against any and all claims, losses, costs, demands, damages, suits, judgements, penalties, liabilities, debits, expenses and causes of action and every other claim or litigation (including all costs thereof and attorney's fees) of every kind and character, whether known or unknown, whether predating the contract or not, made by or arising in favour of any patentee, licensee or claimant of any right or priority to such procedures, equipment and/or materials or process or the use or construction thereof, which may result or arise from furnishing or use of any such procedures, equipment and/or materials or process by contractor in connection with the service.

Art. 31  Force majeure

31.1 A party shall not be considered to be in default in the performance of its obligations to the extent that it proves that such performance has been prevented by force majeure, which means circumstances beyond the reasonable control of such party and which could not have been foreseen and/or reasonably overcome by the party such as but not limited to acts of God, action of the elements, war and strikes.

31.2 Neither lack of funds nor any legal strike, which is exclusively directed against contractor, shall be considered circumstances of force majeure.

31.3 A party claiming force majeure shall promptly give written notice to that effect to the other party stating the particulars of such force majeure. The performance of any obligation to the extent prevented by force majeure inclusive of the corresponding performance or payment from the other party shall be suspended while force majeure is operative, but shall be resumed as soon as possible after the termination thereof.

31.4 Should any act of force majeure cause a suspension for a period of more than ten (10) consecutive days, any of the two parties shall be entitled to terminate the contract.

Art. 32  Governing law and venue

The contract shall be governed by and interpreted in accordance with the laws of Denmark. All disputes arising out of or in connection with the agreement shall be amicably settled if possible. The ordinary courts of the Kingdom of Denmark shall finally settle all legal disputes, which cannot be amicably settled between the Parties. The parties agree on the Maritime and Commercial Court of Copenhagen considering the fact that the court is composed of professional judges and lay assessors, maritime and commercial experts.
Art. 33 Confidentiality and ethical business standards

33.1 Confidentiality

Contractor undertakes and agrees:

- To treat all material information related to the contract as strictly confidential and to take all reasonable and practicable steps to ensure and protect the confidentiality thereof;
- Not to exploit any material information supplied by GEUS;
- Not to use any material information or make copies or extracts or summaries thereof for any purpose, except the preparation and submission of tenders and supporting documents in connection with any GEUS-proposed contract, and any necessary correspondence, discussions or negotiations with GEUS during the term of the contract.

33.2 In the event of any damage to GEUS as a result of unauthorised disclosure of any data and/or information by contractor, contractor shall be liable to pay to GEUS an amount equal to the extent of the damage sustained by GEUS.

The amount, as conventionally established, is specified in the contract.

33.3 Ethical business standards

Contractor undertakes and agrees:

- Not to pay any commission, fees or grant any rebates to any employees or officers of GEUS;
- Not to enter into any business arrangements with employees or officers of GEUS likely to result in conflicts of interest between their private financial activities and their part in the conduct of GEUS business;
- Not to engage in any outside interest or activity likely to detrimentally affect, or conflict with, GEUS's best interests;
- Not to favour any employees or officers of GEUS with gifts, transportation, entertainment or any other non-monetary favours or gratuities that are of more than nominal value or that might be construed to exceed customary courtesies extended in accordance with accepted ethical business standards.

33.4 The above provisions shall survive the expiration or termination of the contract.
Art. 34  **Miscellaneous provision**

The contract is non-exclusive and GEUS reserves the right to engage any other contractors to perform services similar to, or identical with the service. Contractor shall afford such other contractors adequate opportunity to carry out their work and shall, if required, accomplish services in co-operation with these contractors and with GEUS.

Art. 35  **Notices**

All notices to be given with respect to the contract shall be considered as given to GEUS and to contractor, respectively, if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by facsimile, telex or other form of telecommunication. Such notices shall be effective when delivered if delivered personally or when placed in the mail if mailed in the manner provided above. The addresses of notice for GEUS and contractor shall be indicated in the special conditions. The addresses given may be changed by either party advising the other in writing of its new address.
Commercial section

Special conditions for seismic acquisition
Special conditions for multichannel seismic acquisition

Art. 1 Scope of contract

The service to be performed by contractor under the contract comprises the acquisition of multichannel seismic data and supply of the vessel, the necessary quality assurance system, labour, equipment and materials and as detailed in appendix B.

Art.2 Service commencement and contract duration

2.1 Contractor agrees to commence the service (i.e. data acquisition) on ….2005.

2.2 The duration of the contract shall be equal to the time necessary to perform the seismic acquisition in the area Southern West Greenland. However, contractor shall complete the survey not later than mid October 2005.

Art. 3 Reports to be provided by contractor

Contractor shall deliver the reports described in appendix B to GEUS.

Art. 4 Compensation and methods of application

With reference to clause 18.1 of the general conditions and only if and where a day rate or prorata is applied the parties agree as follows:

4.1 Stand by

GEUS will pay contractor at the applied day rate set out in appendix A, as appropriate, per day, when contractor’s vessel, personnel, equipment and/or materials – though operational and ready to operate – are on stand-by for any of the following reasons:

a) The service is suspended owing to such factors (without limitation) as:
   unavailability of permits to be proved by GEUS or adverse weather conditions;

b) GEUS is not in a position to provide the program to be surveyed in due time;

c) At GEUS’s express request;

d) Waiting for fishing or other vessels to leave the area;

e) Clearing the survey area of fish traps or other type of obstacles;
f) Travel time between survey areas;

g) Scouting in dangerous waters.

h) GEUS will pay contractor at the rate set forth in appendix A, as appropriate, per day or prorata thereof, in respect of operations, experimental work or other operations at sea as required by GEUS and when the geophysical and/or positioning equipment is/are required to be fully operational.

Art. 5  Area of operations

With reference to article 5 “area of operations” of the general conditions, the area of operations is off Southern Greenland.

The exact co-ordinates of the seismic survey lines will be communicated by GEUS to contractor.

Art. 6  Invoicing

With reference to article 20 “invoicing” of the general conditions, contractor shall bill GEUS as follows:

a) 100 % of the Mobilisation fee in appendix A upon completion of vessel mobilisation to site in the Southern Greenland area of operations.

b) Data acquisition, plus additional work and stand-by for each of the two areas of operations.

c) 100 % of the Demobilisation fee in appendix A upon completion the survey until release of the survey vessel.

All invoices shall be mailed to the following address:

Geological Survey of Denmark and Greenland
Øster Voldgade 10
DK-1350 Copenhagen K
Denmark
Ref. GEUS j.nr. 0739-038
Art. 7 Payment

With reference to article 21 “payment” of the general conditions, the parties agree as follows;

7.1 Contractor’s invoices shall be settled within thirty (30) days from their receipt. Demobilisation fee may be withheld until delivery of the last report that Contractor is obliged to deliver.

7.2 All payments due under the contract shall be made in Danish kroner (DKK).

Art. 8 Governing law and venue

With reference to article 32 “governing law and venue” of the general conditions, the parties agree that the contract shall be governed by the laws of Denmark and that venue and language of legal disputes shall be the Maritime and Commercial Court of Copenhagen, and English.

Art. 9 Notices

With reference to article 35 “notices” of the general conditions, all notices shall be addressed as follows:

Contractor:

GEUS - Geological Survey of Denmark and Greenland
Øster Voldgade 10
DK-1350 Copenhagen K
Denmark
Att.: Flemming Getreuer Christiansen
Telephone: +45 38 14 20 00 or +45 38 14 25 22
Telefax: +45 38 14 20 50
Email: jjm@geus.dk
Commercial section

Appendix A: Compensation

Seismic data acquisition pricing schedule:

Mobilisation/Demobilisation to the Southern Greenland area of operations Lump Sum DKK

Fixed prices:

Acquisition of 2000 km multichannel data offshore Southern Greenland DKK/Km
Optional additional seismic acquisition 0 - 1000 Km DKK/Km

Day rate:

Multichannel reflection seismic 2000 km offshore Southern Greenland DKK/day
Standby DKK/day
Optional additional multichannel seismic acquisition 0 - 1000 Km DKK/day

Gravity data acquisition pricing schedule:

Mobilisation/Demobilisation to the Southern Greenland area of operations Lump Sum DKK
Acquisition rate DKK/day
Processing DKK/km
Technical section

Appendix B: Technical Specifications

1. Scope of work

1.1 Nature and extent of services

As part of activities in relation to the United Nations Convention on the Law of the Sea (UNCLOS) Article 76 GEUS intends to acquire and process a minimum of 2000 km of multichannel seismic data off Southern Greenland. The main objective of the planned survey is to map the sediment thickness in the area.

1.2 Timing of services

Acquisition must be carried out during the period from early July to early October 2005.

1.3 Minimum requirements

1.3.1 Personnel
1.3.2 Survey vessel and equipment
1.3.3 QC
1.3.4 HSE

1.4 Supervision of work

GEUS shall assign a project manager for each of the two parts of the seismic programme. GEUS will have an onboard quality assurance representative to monitor and approve programme performance. The QA representative shall have full access to all relevant material, including initial tests to be approved before start of data acquisition.

1.5 Changes

Contractor and GEUS shall inform each other of all organisational and other changes relevant to the agreement and together evaluate circumstances likely to affect the overall performance of the project in order to minimise their negative impact.
2. Acquisition

2.1 General acquisition parameters (to be included)

2.2 Quality parameters

The following list of specifications are agreed between GEUS and Contractor for the 2005 survey:

2.2.1 Noise
2.2.2 Streamer
2.2.3 Source
2.2.4 Positioning
2.2.5 Line Acceptance
2.2.6 End of line & end of survey statistics
2.2.7 Requirements for line start:
2.2.8 Conditions to discontinue acquisition of a line:

2.3 Contractor deliverables

2.3.1 Information to be delivered to processing

Contractor shall deliver the following data and information to processing, for each multichannel line recorded within 7 days after completion of the survey:
- General parameters
- Line specific parameters, if any
- Field tapes, SEG-D, including test data (original)
- Final navigation with bathymetry
- Raw navigation with bathymetry
- Observers logs, linking tapes and files
- Observers report, including source QC logs, skipped points and edits list
- Onboard QC brute stack data (SEG-Y)
- Stacking velocity tapes, if picked during acquisition

2.3.2 Information to be delivered to GEUS

Contractor shall deliver the following data and information to GEUS, for each line recorded within 14 days after completion of the survey:
- General parameters
- Line specific parameters, if any
- Final navigation with bathymetry
- Raw navigation with bathymetry
- Observers logs, linking tapes and files
- Observers report, including source QC logs, skipped points and edits list
- ProMax brute stack data (SEG-Y)
- Stacking velocity tapes, if picked during acquisition
- Other relevant information
- Acquisition final report (draft as specified below)

2.3.3 Information to be temporarily retained by contractor
Contractor shall temporarily retain the following information:
- production monitors
- daily instrument test monitors
- positioning and processing QC displays
- other information from work in-progress
Unless GEUS has raised any queries that remains unresolved, Contractor may destroy the retained information at the end of year 2004.

2.3.4 Daily report
Contractor shall deliver a daily report by 0800h (GMT) of the following day by email or fax. The report shall include information outlining the progress of the survey for that day, the cumulative progress to date as well as plans for the following day.

2.3.5 Weekly report
Contractor shall deliver a weekly report each Monday by 1200h (GMT) summarising the events of the preceding week, including but not be limited to the following:
- planned and actual scheduling
- performance, status, plans and comments
- summary of chargeable items (estimated cost, week and total to date)
The weekly report shall comply with the requirements in *Seismic Survey Standards for Offshore West Greenland* issued by BMP (dated May 2003).

2.3.6 Final report
Contractor shall deliver a draft of the final report within two weeks of the completion of the acquisition. GEUS shall approve the draft without delay so that five copies of the approved final report may be delivered to GEUS within four weeks of the completion of the acquisition.

The final report shall summarise the work, focusing on data quality and problems encountered. The report will serve as a reference for future work and must include recommendations to improve data quality. Technical details should be incorporated in the Appendices.

The final report shall include the following information:

1. General information
   Survey location and programme maps, general descriptions, vessel and equipment used, problems encountered, enclosures including nominal geometry, source and receiver arrays etc.
2. Crew composition
Organisational chart, key personnel, staff

3. Operational parameters, specifications and procedures
Technical parameters, data quality, formats and flows, timing diagrams, operational modes and characteristics to include:

3.1 Recording instrument
3.2 Receiver
3.3 Source
3.4 Navigation
3.5 Gravity
3.6 Planning and QC
3.7 HSE
3.8 Permitting

4. Acquisition statistics
Production analysis by day and by line, time analysis (operational, standby, down)

5. Conclusion and recommendations

6. Appendices including

Appendix A – Daily and weekly reports
Appendix B – Line summary and line logs details
Appendix C – Operations diary
Appendix D – Delivered items list
Appendix E – Formats
Etc.

2.4 Crew composition

The crew composition shall be specified by contractor and shall be sufficient to support the entire operation. GEUS shall be notified about any change in key personnel.

2.5 Parameters, specification and working practices

2.4.1 Recording instrument
2.4.2 Seismic streamer
2.4.3 Seismic source
2.4.4 Navigation
2.4.5 Onboard processing system
   All field tapes have to be checked using the onboard processing system.
2.4.6 Gravity data
Technical section

Appendix C

Quality and Management Systems

Specification for Multichannel Seismic Acquisition
Quality System Requirement

CONTRACTOR must have a management system that complies with the Quality Assurance requirements as describe in the DS. – ISO 9000 series, or equivalent (Form I), for the products and services covered by the CONTRACT.

Health, Safety and Environment Requirements

CONTRACTOR must produce a written declaration signed by the Managing Director to the effect that the CONTRACTOR has a formal system for managing health, safety and environment matters, including working environments.
## FORM I

### Quality Assurance/Internal Control Declaration

<table>
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<td>1. The contractor has a documented and implemented Quality System</td>
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<td>2. The System encompass Quality Assurance/Internal Control</td>
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<td>3. The Quality System is certified</td>
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<td>6. Are there any corrective actions outstanding?</td>
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<td>7. Is the responsibility for the Quality System vested with an independent function</td>
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<td>8. Contractor keeps an Environmental Accounting (Miljøregnskab)</td>
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<td>9. Contractor has elected Safety Delegate(s)</td>
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<td>10. Contractor has performed Risk Analysis of its activities</td>
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<td>11. Contractor has carried out Environmental Impact studies/analysis pertaining to its activities</td>
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Quality System Responsible: 
Managing Director: 

Date:
Technical section

Appendix D

Safety training and working environment
Personnel

- Contractor’s personnel shall hold a valid certificate for Safety and Emergency Preparedness Training in accordance with industry standard.

Working Environment

- Contractor must document an implemented system to handle working environment matters.
Technical section

Appendix E

Quality control specifications (to be included)
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Enclosure 4:

DRAFT

PROCESSING SERVICE CONTRACT

The Geological Survey of Denmark and Greenland, Øster Voldgade 10, DK-1350 Copenhagen K, Denmark, hereinafter called "GEUS"

and

CONTRACTOR

(address)

have entered into the following

SERVICE CONTRACT

CONTRACTOR undertakes to provide GEUS with Processing Services in accordance with the attached documents:

- General Conditions for Processing Services.
- Specifications of Processing Services.
- Pay Rates and Basis for Pay Rates.

For GEUS:

Signed:
Name:
Date:

For CONTRACTOR:

Signed:
Name:
Date:
General Conditions for Processing Services

1. Basis for Agreements
   1.1 The Contract

2. Scope of Service.
   2.1 Scope of Service
   2.2 Performance
   2.3 Guarantee
   2.4 Representation and Co-operation.
   2.5 Variation of Service

3. Term
   3.1 Term
   3.2 Completion of Services

4. Payment
   4.1 Compensation, Invoices and Payment.
   4.2 Records and Audit
   4.3 Taxes, Duties and Fees

5. Liability and Indemnification
   5.1 Personal Injury and Property Damage of CONTRACTOR.
   5.2 Personal Injury and Property Damage of GEUS
   5.3 Tapes
   5.4 Consequential Loss

6. Termination
   6.1 Cancellation
   6.2 CONTRACTOR's Breach of Contract
   6.3 Force Majeure
   6.4 CONTRACTOR's Bankruptcy

7. Ownership and Confidentiality
   7.1 Ownership of Data, Drawings, Plans and Specifications
   7.2 Patent Rights
   7.3 Confidentiality
   7.4 Publicity

8. Governing law and venue
1. Basis for Agreements

1.1 The Contract

1.1.1 By the word "Contract" is meant the Signature of Agreement Page, these General Conditions for Processing Services, Specifications of Processing Service, Pay Rates and Basis for Pay Rates and the appendices, attachments and agendas referred to herein or later agreed, all of which by this reference are incorporated.

By the word "Service(s)" is meant all services to be performed under this Contract.

1.1.2 None of the parties may transfer rights and obligations under this Contract without the other party's written acceptance.

2. Scope of Service

2.1 Scope of Service

The Scope of Service is described in the Specifications.

2.2 Performance

2.2.1 CONTRACTOR shall perform the Service in a professional and skilful manner and in accordance with the Contract and good oil industry practice, and in accordance with such procedures and instructions that may from time to time be issued by GEUS or GEUS's representative.

2.2.2 CONTRACTOR shall obtain and maintain at its own cost, all authorisations and permits as may be necessary for the performance of the Service.

2.2.3 CONTRACTOR shall comply with all applicable laws and regulations of all governmental and other authorities having jurisdiction.

2.2.4 CONTRACTOR shall provide all necessary materials and equipment, personnel, including the supervision thereof of sufficient skill and quantity for the performance of the Service.

2.2.5 CONTRACTOR shall diligently search for faults or defects in any data, specification or item furnished by GEUS and promptly notify GEUS's representative in writing of any such fault or defect.

2.2.6 Key personnel or any other person assigned by CONTRACTOR for the performance of the Service and approved by GEUS shall not be removed by CONTRACTOR without the prior written approval of GEUS. Such approval shall not be unreasonably withheld.

2.2.7 CONTRACTOR may not subcontract without GEUS's written approval.
2.3 Guarantee

2.3.1 CONTRACTOR shall guarantee against all defects and deficiencies in delivered materials, work and services performed, for a period of 12 months after handing over of the Service.

2.3.2 During the guarantee period, CONTRACTOR shall on its own account remedy all defects and deficiencies.

2.4 Representation and Co-operation

2.4.1 CONTRACTOR and GEUS shall each appoint a representative, who shall have full authority to resolve all day to day matters which may arise between the parties and any agreements on such matters shall be binding on CONTRACTOR and GEUS as if they were agreed by CONTRACTOR and GEUS themselves.

2.4.2 GEUS's representative shall have the right to:

a) monitor and review at any time the performance of the Service, and direct and instruct CONTRACTOR's representative upon all matters concerning the Service,

b) obtain information about CONTRACTOR's processing methods,

c) test and examine any methods, schedules, calculations, materials, equipment or workmanship used or to be used in connection with the performance of the Service,

d) reject any part of the Service which does not conform to the Contract.

Neither failure of GEUS to inspect nor failure to discover or reject any portion of faulty Service shall be deemed to imply acceptance thereof or in any way relieve CONTRACTOR from its responsibilities according to this Contract.

2.5 Variation of Service

2.5.1 GEUS shall be entitled to demand variations within the scope and nature of the Contract and to make special requirements concerning the execution and work of the Contract. Such requirements for variations shall be agreed on in writing between GEUS and CONTRACTOR as soon as possible.

2.5.2 Negotiations concerning any such variations shall not entail any delay in the conduct or performance of the Services under this contract or performance of the Services under this Contract or of such requested variations of Services.

All variations or extra Service shall be ruled by the terms of the Contract.

2.5.3 Agreements with GEUS as to performance for variations and extra Services shall be completed on agreement sheets, which are valid only when dated and signed by CONTRACTOR and GEUS.
3. Term

3.1 Term

CONTRACTOR shall commence performance of the Service according to the Specifications clause 2.4.

3.1.1 The Service (and any part hereof) shall be completed in an expeditious manner to fulfil the Service within the deadline specified in the Specifications clause 2.5.

3.1.2 Should the mode, manner and/or speed of performance be such as to give GEUS's representative reason to believe that the Service will not be completed within the deadline, GEUS's representative shall notify CONTRACTOR, and thereupon CONTRACTOR shall work such additional overtime and/or take such other measures as may be necessary in order to complete the Service within the said deadline.

3.1.3 If, at any time during the course of its performance of the Service, CONTRACTOR should for any reason believe that the Service (or any part hereof) cannot be completed within the deadline specified in the time schedule, CONTRACTOR shall promptly, but in any event not later than 5 days of the date it first has cause to believe that the performance of the Service may be delayed, notify GEUS's representative in writing of such possible delay, and indicate:

a) the amount of delay CONTRACTOR believes will or could be incurred and other particulars relating thereto, and

b) any remedial action CONTRACTOR considers appropriate to avoid such schedule delays.

CONTRACTOR shall bear any additional costs hereunder resulting from all measures undertaken by CONTRACTOR according to this clause.

3.2 Completion of Services

3.2.1 CONTRACTOR shall advise GEUS in writing when the Service is completed. Provided the Service has been completed satisfactorily for GEUS in accordance with the terms and conditions of the Contract, GEUS shall give CONTRACTOR an Acceptance Certificate, or else GEUS shall inform CONTRACTOR in writing of GEUS's reasons for not accepting the Service.

3.2.2 Until GEUS has accepted the Service in the manner aforementioned, the Service shall not be considered accepted either in whole or in part. Neither partial payments made during the performance of the Service, nor the presence of GEUS's representative during the course of the Service, shall constitute acceptance of the Service of or any part of the Service.
4. Payment

4.1 Compensation, Invoices, and Payment

4.1.1 GEUS shall pay CONTRACTOR as full compensation for the Service performed hereunder in accordance with the fees, rates and reimbursements set forth in Pay Rates and Basis for Pay Rates.

CONTRACTOR shall be entitled to submit to GEUS invoices claiming the amounts payable by GEUS in respect of the Service carried out in accordance with Pay Rates and Basis for Pay Rates Clause 9.

Included with said invoices shall be vouchers and documents necessary to substantiate the expenditures listed in CONTRACTOR's invoices, such as personnel time and activity reports, copies of vendors' invoices for any equipment and materials provided, etc.

4.1.2 GEUS shall pay all of CONTRACTOR's properly documented invoices within thirty (30) days after receipt of said invoices.

GEUS shall be entitled to withhold payment of legitimately disputed portions of invoices pending resolution of the dispute.

Said payments by GEUS shall not preclude the right of GEUS to dispute thereafter any of the items invoiced.

Any undisputed amount due to CONTRACTOR which is not paid within the above period shall bear interest of 5 percent above the applicable discount rate (diskonto) set by the Central Bank of Denmark.

For delayed payment the interest will be calculated from the due date.

Where GEUS may have amounts outstanding, these yield interest according to the same conditions.

4.1.3 The final invoice shall cover at least 10% of the total value of the Services done under this Agreement and shall be submitted following the completion of the Services to be performed by CONTRACTOR. The final invoice will be paid within 30 days of receipt if the Services performed by CONTRACTOR are within time limits specified in the Specifications and are accepted by GEUS. The invoice shall be clearly marked "Final Invoice". Provisions of this paragraph are an exception to provisions specified in Clause 4.1.2.

4.1.4 All invoices related to the Services specified in this agreement are to be submitted to GEUS within 3 months following the completion of the Services.

4.1.5 GEUS shall not have to make payments other than those mentioned in Clause 4.1.
4.2 Records and Audit

Representatives and auditors of GEUS shall have access at all times during normal working hours for a period of two (2) years from completion of the Services to the following records for audit purposes: all time sheets and other records relating to reimbursable items, all original invoices from suppliers and subcontractors together with supporting documentation to verify reimbursable quantities and reimbursable man-hours performed; all books of accounts in which such reimbursable items are contained.

However, such records containing data other than directly and exclusively pertaining to the Service hereunder are open for inspection only to a chartered accountant of GEUS's choice. If mistakes are demonstrated, appropriate adjustment with regard to payments shall be made.

4.3 Taxes, Duties and Fees

4.3.1 CONTRACTOR shall be responsible for reporting and paying of all taxes, duties (hereunder customs duties), fees and other governmental charges incurred in connection with its Service. CONTRACTOR shall promptly settle all such taxes, duties, fees and charges and all interest, penalties and costs assessed in connection therewith, and will indemnify and hold GEUS harmless against same.

4.3.2 CONTRACTOR shall provide to the appropriate governmental or taxing/customs authority and GEUS all information necessary to satisfy any obligations CONTRACTOR or GEUS has to report to the said authority in connection with this Contract.

5. Liability and Indemnification

5.1 Personal Injury and Property Damage of CONTRACTOR

CONTRACTOR hereby waives any claim it may now or hereafter have against, and indemnifies and holds harmless, GEUS and any other contractor of GEUS in respect of all losses, expenses and claims of whatsoever nature and howsoever caused, even if caused in whole or in part by GEUS or its subcontractors or the employees of either, arising in connection with the performance of this Contract due to

a) personal injury or death of employees of CONTRACTOR or its subcontractors,
b) physical loss or damage to property owned, leased or hired by CONTRACTOR or its subcontractors or the employees of either,
c) physical loss or damage to property owned by third parties in CONTRACTOR's possession (including but not limited to tapes and documents)

except to the extent attributable to the Wilful Misconduct of GEUS or any other contractor of GEUS or any of its employees.
5.2 Personal Injury and Property Damage of GEUS

Subject to Clause 5.3 GEUS hereby waives any claim it may now or hereafter have against, and indemnifies and holds harmless CONTRACTOR and its subcontractors in respect of all losses, expenses and claims of whatsoever nature and howsoever caused, even if caused in whole or in part by CONTRACTOR or its subcontractors or the employees of either, arising in connection with the performance of this Contract due to

a) personal injury or death of employees of GEUS or any other contractor of GEUS,

b) physical loss or damage to property owned, leased or hired by GEUS or its employees except to the extent attributable to the Wilful Misconduct of CONTRACTOR or its subcontractors or the employees of either.

5.3 Tapes

5.3.1 All tapes related to the Service under this Contract (hereinafter referred to as GEUS tapes) will be deemed to be in CONTRACTOR's possession when they are in CONTRACTOR's processing centre and until they have been delivered to GEUS according to Clause 5.3.3 below.

5.3.2 In the event of any damage to or loss of GEUS tapes or the information thereon while they are in the possession of CONTRACTOR the following shall apply:

a) If such damage or loss occurs prior to the production of a secondary tape, then CONTRACTOR will cover all expenses for GEUS to acquire new field tapes with the same standard.

b) If such damage or loss occurs after the production of a secondary tape containing all the original information, then CONTRACTOR and GEUS shall meet to discuss an equitable solution.

c) Any reprocessing and other reprocessing related cost e.g. shipping that are necessary due to damage of GEUS tapes shall be at CONTRACTOR's expense.

5.3.3 GEUS tapes will be deemed to have been properly delivered to GEUS if received by GEUS or a third party appointed by GEUS at an address according to GEUS's instructions or otherwise at GEUS's address set out in this Contract.

5.3.4 CONTRACTOR shall take out and maintain insurance covering the liability for tapes, which can be imposed on it in accordance with Clause 5.3.2.

5.3.5 CONTRACTOR has a maximum insurance limit for the reinstatement of such data either by the Contractor or the Company of (amount). This sum is for all Data in the contractor's possession at any one time, and therefore the Contractor can only be held liable for the pro-rata costs of any specific data set.
5.3.6 CONTRACTOR shall be responsible for all data (including, without limitation, original field tapes) from its receipt by the Contractor to its re-delivery at the Company's office or at any other location designated in writing by the Company with a single delivery insurance limit of (amount) whilst tapes are in transit.

5.4 Consequential Loss
In connection with personal injury or death and physical loss or physical damage neither CONTRACTOR nor GEUS shall be liable for consequential damages (such as, but not limited to, loss of profits, production or use) arising out of the performance of Service hereunder.

6. Termination

6.1 Cancellation
Without prejudice to GEUS's other rights under the Contract GEUS at its sole discretion may by giving not less than 14 days written notice to CONTRACTOR cancel and terminate the performance of the Service under this Contract either in whole or in part at any time and for any reason.

Upon such optional termination, CONTRACTOR shall be entitled to receive and/or retain the portion of the Contract price which is reasonable and proportional to the Service s performed by CONTRACTOR prior to termination, including such direct costs and expenses as CONTRACTOR shall unavoidably incur.

CONTRACTOR shall execute and deliver such documents and shall take all such actions as may be required in order to vest in GEUS all title, rights and other benefits held by CONTRACTOR in connection with the performance of the Service.

6.2 CONTRACTOR's Breach of Contract

6.2.1 If CONTRACTOR fails to conduct the Service in accordance with the Contract, GEUS is entitled to terminate the Contract immediately without any prejudice whatsoever to its rights, if CONTRACTOR has not remedied the matter within five (5) working days from receipt of written notice to that effect. CONTRACTOR shall consult with GEUS's representative as to the remedial action.

6.2.2 If GEUS is entitled to terminate the Contract in accordance with Clause 6.2.1:
   a) GEUS shall have the right to complete the Service with the assistance of third parties. In such case CONTRACTOR shall pay to GEUS the amount of all costs incurred by GEUS in completion or causing the completion of the Service in excess of the costs that would have been incurred by GEUS if CONTRACTOR had completed the Service up to a maximum of 25% of the contract value;
b) CONTRACTOR shall execute and deliver to GEUS such documents and shall take all such actions as may be required in order to vest in GEUS all title rights and other benefits held by CONTRACTOR in connection with the performance of the Service;
c) GEUS shall be entitled to claim damages according to the law.

6.2.3 The rights pursuant to the terms of Clause 6.2.1 and 6.2.2 hereof shall be without prejudice to any other remedies available to GEUS by virtue of law or this Contract.

6.3 Force Majeure

A party shall not be considered to be in default in the performance of its obligations to the extent that it proves that such performance has been prevented by Force Majeure, which means circumstances beyond the reasonable control of such party and which could not have been foreseen and/or reasonably overcome by the party such as but not be limited to acts of God, action of the elements, war and strikes.

Neither lack of funds nor any legal strike which is exclusively directed against CONTRACTOR shall be considered circumstances of Force Majeure.

A party claiming Force Majeure shall promptly give written notice to that effect to the other party stating the particulars of such Force Majeure. The performance of any obligation to the extent prevented by Force Majeure inclusive of the corresponding performance or payment from the other party shall be suspended while Force Majeure is operative, but shall be resumed as soon as possible after the termination thereof.

Should any act of Force Majeure cause a suspension for a period of ten (10) or more consecutive days, GEUS shall be entitled to terminate this Contract.

6.4 CONTRACTOR's Bankruptcy

If CONTRACTOR becomes insolvent or suspends its payments or a petition is made by or against CONTRACTOR or CONTRACTOR applies for or consents to or suffers the appointment of a liquidator, GEUS shall be entitled to terminate the Contract without any warning by written notice to CONTRACTOR or CONTRACTOR's estate or liquidator, and Clause 6.2.2 and 6.2.3 shall apply in case of such termination.
7. **Ownership and Confidentiality**

7.1 *Ownership of Data, Drawings, Plans and Specifications*

7.1.1 All rights, including but not limited to copyrights, patent and other intellectual property rights in all data, information, drawings, maps, plans, specifications and other material furnished by GEUS or compiled or produced by CONTRACTOR as a part of the Service shall be the sole property of GEUS and all copies thereof, whether made by GEUS or not, shall be the property of GEUS.

Such documents may only be used by CONTRACTOR for the purpose of the Services.

All such documents and all copies thereof, shall be returned to GEUS upon completion or termination of the Contract.

7.2 *Patent Rights*

7.2.1 CONTRACTOR shall indemnify and hold GEUS harmless from all claims of infringement of copyright, patent or any other intellectual property right arising out of the Service conducted by or for CONTRACTOR hereunder and in respect to any implements, appliances, process, equipment or material used by or for CONTRACTOR hereunder, and shall reimburse GEUS fully for any royalties, damages or other payments that GEUS shall be obliged to pay in this respect, provided that GEUS promptly notifies CONTRACTOR in writing of such claims of intellectual right infringement.

7.3 *Confidentiality*

All information including all documents, data, drawings and specifications obtained or produced by CONTRACTOR in connection with the Service shall be held in confidence by CONTRACTOR, its subcontractors and their personnel during and after the Contract period.

7.4 *Publicity*

7.4.1 All contact with the press and media shall be made through GEUS and neither CONTRACTOR nor its subcontractors nor their personnel may make any statement to the public concerning the Services.

7.4.2 CONTRACTOR shall not publish or permit to be published any information about or photographs of the Services or the business of GEUS generally without GEUS's written consent. Such consent shall only apply to each specific application and relate only to the application. The accuracy of an information released which was not supplied directly by GEUS shall be the absolute responsibility of CONTRACTOR.
8. Governing law and venue

The contract shall be governed by and interpreted in accordance with the laws of Denmark. All disputes arising out of or in connection with the agreement shall be amicably settled if possible. The ordinary courts of the Kingdom of Denmark shall finally settle all legal disputes, which cannot be amicably settled between the Parties. The parties agree on the Maritime and Commercial Court of Copenhagen considering the fact that the court is composed of professional judges and lay assessors, maritime and commercial experts.
Specifications of Processing Services

1. General
   1.1 Seismic Data
   1.2 Navigation Data
   1.3 Representatives

2. Processing
   2.1 Basic Processing Sequence
   2.2 Optional Processing Routines
   2.3 Testing
   2.4 Commencement of Processing
   2.5 Deadlines for Completion of Processing.
   2.6 Products to be delivered.

3. Reporting
   3.1 Weekly Report
   3.2 Monthly Report
   3.3 Final Report
1. General
The data to be processed under this Contract has been acquired during (date) the Faroe Islands and offshore South Greenland and consists of approximately xx km of data. CONTRACTOR undertakes to perform the tests and processing of such data at the agreed processing sequence, to supply reporting to GEUS and to deliver the final products to GEUS's address and to the Faroese Government all as detailed described in the Contract and to such rates as are referred to herein.

The processing will be carried out in CONTRACTOR's processing centre in (address).

1.1 Seismic Data
The data acquisition parameters are as follows:
Source Type :
Shot point Interval: 25 m
Group Interval: 12.5 m
Cable Length: 3000 m or longer
No. of Groups:
Record Length: 8/10 sec
Sample Rate: 2 msec
Field data format: SEG D on IBM 3590 cartridges
Recording equipment:

1.2 Navigation Data
Navigation data will be supplied in the form of UKOOA format tapes. Navigation data for previous surveys for intersection information will be supplied as tie point information (shot point numbers and co-ordinates).

1.3 Representatives
GEUS representatives will be: NN and NN
CONTRACTOR representative will be: NN
2 Processing

2.1 Basic processing sequence

The following sequence is to be considered the required flow. However, GEUS reserves the right to alter the sequence as necessary to provide improvement in data quality.

1. Demultiplex if needed, merge and reformat of seismic and positioning data
2. Editing and polarity reversal of bad (portions of) records and traces
3. Designature and phase matching
4. Corrections for spherical divergence and inelastic attenuation
5. Produce geometry QC displays: as Near trace plots
6. Low cut filter (as required)
7. Trace decimation with spatial anti-alias filter (if required)
8. Optional noise attenuation (FK or FX filtering with removable AGC)
9. Deconvolution, possibly surface consistent
10. Preliminary velocity analysis: 1 km interval (20 CDPs, 12 velocity functions), velocities to be horizon consistent, iso-velocity plots ($V_{RMS}$ and $V_{INT}$)
11. Preliminary NMO correction with mute
12. Display of brute stacks
13. Multiple attenuation (FK, Radon or wave equation demultiple in CDP domain - as required)
14. Time variant scaling
15. DMO gathers and QC stack
16. Final velocity analysis (post-DMO) and QC stack 500 m interval (20 CDPs, 12 velocity functions), velocities to be horizon consistent, iso-velocity plots ($V_{RMS}$ and $V_{INT}$)
17. DMO (t-x domain Kirchhoff or F-K domain log stretch)
18. Final NMO correction
19. Pre-stack mute (inner and outer trace muting)
20. Time variant scaling
21. Final stack (mean, alpha trimmed mean or median stack)
22. Deconvolution, single or multiple operator.
23. Optional F-X deconvolution (Random Noise Attenuation)
24. Filtering and scaling (as required)
25. Kirchoff migration
26. Optional application of wavelet filter to produce a zero-phase section (wavelet shall either be supplied by GEUS or Contractor)
27. Spectral whitening
28. Time variant filtering and scaling
29. Produce final tapes on IBM 3590 cartridges from raw stack, raw and final filtered migration data in SEG-Y format, stacking and migration velocities in ESSO V2 format
**Alternative Algorithms**
Contractor agrees to test alternative migration algorithms:
   a) Extended Stolt
   b) Modified Residual
   c) Omega-X
   d) Pre-stack time migration

**Variations to Basic Processing Sequence**
GEUS may require the following changes, which will affect basic and optional processes:
   i) Record length decrease or increase, per second
   ii) Pre-stack processing at decreased or increased sampling intervals
   iii) Post-stack processing at decreased or increased sampling intervals

2.2 **Optional Processing Routines**
The optional processing routines mentioned in Pay Rates and Basis for Pay Rates shall be performed at the request of GEUS.

2.3 **Testing**
Contractor shall select and GEUS shall agree to test parameters using segments of at least one seismic line. The testing includes all sensible and relevant tests necessary to perform the processing to a standard acceptable to GEUS, both the basic processing sequence and any chosen optional processes, including but not be limited to tests on:

*Initial testing, as soon as possible after receipt of data for the first line*
1. Select 5 shots for each of the areas, representing the range of signal to noise ratios and specific noise problems
2. Amplitude recovery tests on selected shots
3. Exclusive filter trial on shots (10 Hz bands)
4. Low cut filters trial on shots (2 Hz steps)
5. All necessary testing for deconvolution
6. Preliminary DBS on shots
7. NMO and mute tests
8. Noise suppression tests pre and post stack
9. Testing of stacking method

*Pre stack testing, where relevant a control stack shall be included in displays*
1. Noise attenuation
2. Deconvolution
3. Scaling
4. Mute
5. Multiple attenuation
6. DMO

Post stack parameter testing
1. Deconvolution
2. Noise suppression
3. Filter testing
4. Spectral whitening
5. Scaling

Migration parameter testing
Trials shall investigate various algorithms and determine the migration velocity field once the optimum algorithm has been selected.

2.4 Commencement of Processing
The field tapes will arrive at CONTRACTOR's processing centre in (month) 2005. Data processing shall commence as soon as tapes are delivered to the processing centre or as otherwise specified by GEUS.

2.5 Deadlines for Completion of Processing
Deadlines will comprise final deadlines for completion of all processing and intermediate deadlines for completion of various phases of processing.

2.5.1 Intermediate deadlines. From time to time, GEUS will require in writing to CONTRACTOR that a particular phase of processing or testing be completed within a particular period. If, on receipt of this instruction, CONTRACTOR objects to this deadline, CONTRACTOR must inform GEUS in writing within three days when a new intermediate deadline will be agreed by mutual negotiation.

2.5.2 Final deadlines. Within the agreed final deadline for Completion of Processing, CONTRACTOR will produce and deliver the final sections and final tapes described in clause 2.6. The final deadline for Completion of Processing will be the 31 December 2005.

If the final deadline for Completion of Processing is exceeded, penalty will fall due according to Pay Rates and Basis for Pay Rates clause 6.

If a processing sequence different from the one described in clause 2.1 is chosen, the parties will meet to discuss a revised time schedule.

If processing is delayed while CONTRACTOR waits for decisions or information from GEUS, then CONTRACTOR will notify GEUS of the delay, and the deadline will be extended if appropriate.
2.6 Products to be delivered

2.6.1 Test and Quality Control Displays

Test panels and QC displays shall be in a quality and scale as agreed.

No test material may be destroyed by CONTRACTOR without written permission by GEUS.

CONTRACTOR complies with the standards for quality assurance as set down in (to be specified).

The following list describes the minimum production quality control carried out on marine seismic data processing contracts:

1. Paper prints of all test displays annotated with reference parameters
2. Near trace or inner traces summed, after application of differential NMO (if applicable), with deconvolution, band-pass filter and equalisation applied,
3. Display of brute stacks, defined as stacks of all traces from a line
4. Tapes of all pre- and post-multiple attenuation velocity analyses, at GEUS’ request. Tapes will be send to GEUS in SEGY format on 3590 cartridge or Exabyte at a cost of xx DKK per tape.
5. 100% (single fold) sections, after NMO correction and muting
6. Display of binned gathers for three CDP locations on each line (beginning, middle and end of line)
7. Iso-velocity sections of the final stacking velocities
8. QC map showing the average feathering angle, every 40 shots, at GEUS’ request
9. Display of raw stacks, after NMO, DMO, velocity analysis and muting
10. Provisional final stacks and migrations on paper
11. Display of the final filtered and migrated stacks, with water depth and velocities used displayed above the final sections.

2.6.2 Final Report according to clause 3.3.

2.6.3 Tapes and displays

All tapes related to the Service under this Contract are to be stored for 1 month, free of charge to GEUS, after final acceptance of all products delivered according to clause 2.6.2.

After this final acceptance by GEUS the disposal of tapes shall be according to GEUS’ s instructions.

No tape shall be erased without GEUS’ s written authorisation.

A detailed list over number of and type of intermediate tapes produced during the project is to be sent to GEUS within one (1) month after the final acceptance of products.
Upon request by GEUS an extra set of demultiplexed tapes can be output and dispatched to GEUS immediately after demultiplexing.

The following tapes shall be supplied, formatted and labelled at GEUS’s specification:

1. Stacking and migration velocity tapes
2. Raw stack tapes
3. Raw migration tapes
4. Final migration tapes

All final data shall be supplied on IBM 3590 cartridges to GEUS.

All tapes produced to be delivered to GEUS by CONTRACTOR shall be reduced to a minimum number of tapes (concatenated). Each tape should be labelled with a detailed list of contents, and any other relevant information, including SP- and CDP range.

2.6.4 Tape Standard

- Stack and migration output tapes should be in standard SEG-Y format. Profiles shall be written on tape, each profile with EBCDIC, binary and trace header. Profiles are separated with E.O.F. marks. Information in EBCDIC, binary and trace headers in agreement with GEUS’s specifications.
- Stacking velocity tapes should be ASCII representation in accordance with GEUS’s specification.
- All final data should be supplied on IBM 3590 cartridges to GEUS.

3. Reporting

3.1 Weekly Report

CONTRACTOR shall supply weekly processing progress reports by e-mail. The report shall specify Services performed during the week as well as a cumulative statement of Services performed.

3.2 Monthly Report

CONTRACTOR shall supply monthly economical status report including estimated total project costs.

3.3 Final Report

Within 4 weeks after completion of processing under this agreement a final report shall be delivered. The final report shall at least include the following:
3.3.1 General information:
Location of the survey
Acquisition parameters
Special problems with the data affecting the processing

3.3.2 Personnel:
Name and position of all personnel involved in the processing

3.3.3 Processing techniques:
Detailed description of all processes used, and if clarifying, displays showing the use of these techniques
List of all processing parameters used

3.3.4 Processing statistics:
Actual time schedule for the processing
Number of km processed
Line list with line lengths, shot point ranges, CDP ranges

3.3.5 Testing:
Description and illustration of all relevant tests

3.3.6 Display and Attachment:
Display of all relevant tests, display of typical final sections, and velocity analysis display

3.3.7 Products delivered:
List of all final displays delivered
List of all tapes delivered with shot point and CDP ranges

3.3.8 Evaluation:
Comments by CONTRACTOR on the quality of the final processed data, suggestions for improvement
Pay Rates and Basis for Pay Rates General

1. General
2. Basic Processing.
3. Testing
4. Rates for Selected Optional Processing Routines and Support Services
5. Final Report
6. Penalty
7. Conditions for Monthly Payment
1. General
GEUS will pay CONTRACTOR compensation for all Service performed according to the following Pay Rates. All rates are Danish Kroner (DKK).

All rates shall remain firm during the contract period. All km are subsurface km. Prices herein include all Services necessary to perform the Service in a satisfactory manner, including copying charges and all necessary supplies.

Shipping charges for final products from CONTRACTOR’s processing centre to GEUS are to be carried by CONTRACTOR. Other shipping charges will be reimbursed at cost.

2. Basic Processing
The basic price includes all displays and reports mentioned in the Specifications. The basic price is based on the assumption that the data are processed to 8 / 10 sec. record length and a sample rate of 4 msec.

Basic price: (quotation)

3. Testing
All necessary testing shall be included in the basic price.

4. Rates for Selected Optional Processing Routines and Support Services
With the tender CONTRACTOR shall provide details of optional processes and support services:

4.1 Pre-Stack Processes
   a) Noise Attenuation
   b) Multiple Attenuation
   c) Wavelet Processing
   d) Additional Velocity Analysis

4.2 Post-Stack Processes
   a) Noise Attenuation
   b) Wavelet Processing
   c) Migration
   d) Inversion
   e) Additional Velocity Analysis

4.3 Support Services
   a) Additional/Copy Tapes
b) Additional Final Reports

c) Tape Storage

5. Final Report

One copy of the final report is free. Additional copies are available at x each.

6. Penalty

If the final deadline for Completion of Processing, as described in Specifications clause 2.5, is not met, CONTRACTOR will reduce the processing compensation by 2 per cent of the total project cost per complete working week delayed to a maximum of 10 per cent.

GEUS may at its own authority postpone the start date for the Penalty. If GEUS chooses to do so, GEUS shall notify CONTRACTOR in writing as to how much this date has been postponed.

7. Conditions for Monthly Payment

CONTRACTOR may submit monthly invoices before the final invoice, covering the running costs incurred. Payments may be staged as follows:

- 20 per cent of the basic price may be invoiced after brute stack
- 50 per cent of the basic price may be invoiced after final stack
- 20 per cent of the basic price may be invoiced after final migration
- 10 per cent of the basic price may be invoiced when all films, reports and tapes have been generated.

Provisions of this paragraph should not be considered an exception to provisions specified in clause 4.1.3 of General Conditions.