

<<DATE>>

<<NAME>>

<<CONTRACTOR>>

<<CONTRACTOR\_ADDRESS>>

Contract Reference: JIP 22 <<YEARS/SEQUENCE\_NUMBER>>

Dear <<SALUTATION>>,

<<CONTRACT\_TITLE>>

This letter agreement (the “Agreement”) confirms the arrangements made between you and the International Association of Oil & Gas Producers providing for the use of your services as a consultant on a “call-off” basis as part of the Joint Industry Programme - Environmental Genomics (the “Programme”) to be agreed by execution of a schedule in the *pro forma* attached hereto.

The Agreement is made on the above date between the International Association of Oil & Gas Producers (IOGP) of City Tower, Level 14, 40 Basinghall Street, London EC2V 5DE, UK, representing the Principals (as defined in clause 1.3 below) and <<CONTRACTOR>> (Consultant) whereby it is agreed as follows:

1. Appointment

- 1.1 Whenever the parties desire services relating to the Programme to be performed, they will complete the attached *pro forma* and execute as a schedule to the Agreement (attaching an Exhibit - Scope of Work, detailing the applicable services - the “Services”), which shall then apply in the manner of a separate agreement incorporating the terms and conditions of this Agreement (including the Annex hereto). IOGP confirms the appointment of the Consultant to provide the Services and the Consultant accepts such appointment.
- 1.2 The Consultant’s main contact with IOGP will be with <<nominated IOGP representative, function>>, the Technical Director, or such other person as he may notify to the Consultant.
- 1.3 The Principals are participants in the Programme who have committed Programme funds toward the Services called for in a given Schedule. A list of current Principals is set forth in the Annex to this Agreement and, where such Principals differ in regards to Services of a given Schedule, such Schedule will include the list of applicable Principals.

2. Term

- 2.1 The appointment in relation to the Services will commence and, unless terminated earlier in accordance with clause 7 below, end on the dates specified in the applicable schedule (the “Schedule”) or, if this appointment is extended pursuant to clause 2.2, in accordance with the duration provided in that extension.
- 2.2 The appointment may be extended at the expiry of the term with or without amendments, provided both parties agree in writing.

3. Services

- 3.1 The Consultant will provide IOGP with the Services.

4. Fees for Services, Reimbursement of Expenses and Schedule of Payments

4.1 In consideration of the provision of the Services, the Consultant will be entitled to receive a total remuneration specified in the Schedule. If at any time the Consultant has reason to believe that the cost of the Services specified in the Schedule will be greater than the amount budgeted, the Consultant will notify IOGP in writing to that effect, giving a revised budget of the cost of completion thereof. IOGP shall not be obligated to reimburse the Consultant for the costs incurred in excess of the total remuneration specified in the Schedule unless and until IOGP has notified the Consultant in writing that its revised budget is accepted.

4.2 The Consultant shall submit an invoice to IOGP referencing the Agreement (separately in respect of each Schedule and referencing the Contract number and Schedule number) no more frequently than monthly for expenses and services expended up to the date of issue of the invoice. IOGP shall make payment of approved (or the approved part of) invoices within 30 days of receipt. Invoices shall be sent to:

Finance Officer ([dj@iogp.org](mailto:dj@iogp.org) or other contact as may be advised)  
International Association of Oil and Gas Producers  
City Tower, Level 14  
40 Basinghall Street  
London  
EC2V 5DE  
United Kingdom

Payment shall be made to «CONTRACTOR» and sent to the following:

«Admin\_Name»  
«CONTRACTOR»  
«CONTRACTOR\_ADDRESS»

4.3 The Consultant will be responsible for and pay when due all taxes (if any) for which it is liable by reason of performing the Services and receiving payments from IOGP hereunder. IOGP will pay all applicable sales and value-added taxes (if any) that pertain to the Services, provided such taxes are separately identified in a corresponding invoice.

4.4 Consultant will indemnify IOGP and the Principals (funding a particular study specific in the relevant Schedule) against any fines or penalties imposed against IOGP and the Principals for its failure to pay taxes as a result of this Agreement.

5. Relationship

5.1 The relationship of the Consultant to IOGP shall be that of an independent contractor who has undertaken to supply specific services. No partnership is created by this Agreement between Consultant and IOGP, or any Principal.

5.2 The Consultant shall not be empowered to make, or attempt to make, any formal or binding commitments on behalf of IOGP or any Principal.

5.3 Neither IOGP nor the Principals shall have any responsibility or liability to the Consultant in respect of ill health or accidental injury or death arising from the performance or non-performance of the Services, except that where such ill health or accidental injury or death arises from or is caused by the negligent acts or omissions of IOGP or any Principal(s), and/or their respective servants or agents, IOGP and/or such Principal(s) may be held liable to the Consultant to the extent such negligent acts or omissions contributed to such ill health or accidental injury or death.

5.4 The Consultant shall indemnify and hold IOGP and the Principals harmless against any claims arising from injury or damage by the Consultant to third party personnel or property or from failure to carry out obligations under the Agreement.

6. Warranties

- 6.1 The Consultant warrants that the Services provided will be in accordance with the in connection with the Scope of Work (i) will be in accordance with the Agreement and (ii) fit for the purpose specified in the Agreement.

7. Copyright, Use of Material, Export Controls and Confidentiality

- 7.1 IOGP shall have the right to disclose, publish, disseminate and use, in whole and in part, the technical reports, data and information delivered hereunder to IOGP by the Consultant. Subject to clause 7.5 below the Consultant shall have the right to copyright, disclose, publish, disseminate and use, in whole and in part, the technical reports, data and information received or developed under this Agreement other than the technical reports, data and information received from IOGP that is marked Confidential Information.

- 7.2 The Consultant shall notify IOGP thirty (30) days prior to releasing technical reports, data and information received or developed under this Agreement into the public domain. A copy of the technical reports, data or information shall be part of the notification.

- 7.3 Following release of any technical reports, data and information received or developed under this Agreement into the public domain (otherwise than by breach of the Agreement), the Consultant may use any such technical reports, data and information received or developed under this Agreement without notifying IOGP.

- 7.4 Should IOGP deem it necessary to disclose technical reports, data and information considered confidential and/or proprietary ("Confidential Information") by it to the Consultant, it will be clearly marked by IOGP, in writing, as "Confidential Information" or with similar legend. Confidential Information shall also include oral disclosures provided that the oral disclosure is reduced to writing in summary form, marked as "Confidential Information" or with similar legend, and delivered to the Consultant within thirty (30) days of oral disclosure. Except as required by law, the Consultant shall not disclose Confidential Information for a period of five (5) years from the end of this Agreement. The Consultant shall return Confidential Information to IOGP on request following the end of this Agreement and delete any copies of such Confidential Information, or other information or material that encompasses Confidential Information, from its computer and electronic data storage systems. The obligation in this clause not to disclose Confidential Information does not apply to data, results, and information that:

7.4.1 Were already generally available to the public or subsequently became generally available to the public after disclosure through no act or failure to act on the part of Consultant;

7.4.2 The Consultant can show was in its prior lawful possession, and the Consultant is legally free to disclose said data, results and information without restriction;

7.4.3 The Consultant can show were independently developed by its employees, consultants or agents who, as of the time of such development, did not have access to such data, results and information;

7.4.4 Subsequently become available to the Consultant from a third party legally entitled to provide such data, results and information.

- 7.5 The Consultant shall provide an Export Classification Number (ECCN) or export control list number to IOGP in writing for all Confidential Information or other technical information that is classified with an Export Control Classification Number (ECCN) other than EAR99 or that is classified on the EU Export Control List (EU 428/2009). The ECCN and export control list number, if required, shall be provided at the time the Confidential Information or other technical information is provided to IOGP. If the Consultant provides Confidential Information or other technical information subject to the terms of an export licence, order, or other export authorisation, the Consultant shall notify IOGP in writing of any restrictions on the use, transfer, distribution, or re-export of the Confidential Information or other

technical information contained in said export licence, order, or authorisation. The Consultant shall comply with all applicable export controls and trade sanctions in course of providing Services for the Project.

## 8. Termination

- 8.1 Both IOGP and the Consultant shall be entitled to terminate the Agreement as it applies to any Schedule at any time upon giving the other one (1) month's written notice, or such other period of notice as may subsequently be agreed between the parties. IOGP shall reimburse the Consultant for all reasonable costs incurred by it for all work performed up to the effective termination date, provided that such reimbursement shall not exceed the amount(s) budgeted in the applicable Schedule.

IOGP shall be entitled to terminate the Agreement with immediate effect in writing if the Consultant, (i) violates any Anti-Bribery laws, anti-trust laws, H&SES standards or any other applicable laws, or (ii) is the subject of bankruptcy proceedings. For purposes of this Agreement, "Anti-Bribery laws" mean, (i) the laws relating to combating bribery and corruption, the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries; (ii) the laws relating to combating bribery and corruption in the countries of such Party's place of incorporation, principal place of business, and place of registration as an issuer of securities, and/or in the countries of such Party's ultimate parent company's place of incorporation, principal place of business, and/or place of registration as an issuer of securities.

## 9. Entire Agreement

- 9.1 The Agreement as it applies to each Schedule (including the Annex to this Agreement, each respective Schedule, and any exhibits to such Schedule) contains the entire agreement of the parties to the exclusion of all statements, representations and agreements prior to the Schedule.
- 9.2 The Annex to this Agreement contains additional terms and conditions which are applicable to the Programme, including all Schedules issued pursuant to this Agreement, which shall be deemed to be incorporated in the Agreement and shall, in the event of conflict with any other term or condition of the Agreement or a Schedule, prevail.
- 9.3 If attached to the Schedule, the Exhibit - Supplemental Terms to the Schedule will apply and shall, in the event of conflict with any term or condition of the Agreement other than the Annex, prevail.

## 10. Contracts (Rights of Third Parties) Act 1999

- 10.1 Except as specifically set forth with respect to Principals, no third party shall have any rights under the Agreement and the application of the Contracts (Rights of Third Parties) Act 1999 is excluded.

## 11. Governing Law

- 11.1 The Agreement and any dispute arising out of or in connection with it or formation, including without limitation non-contractual disputes or claims, shall be governed by and construed according to the laws of England. The parties submit to the jurisdiction of the English law courts.

Signed by the parties hereto on the day and year first written above.

Signed by:

\_\_\_\_\_  
*For and on behalf of*  
Consultant

Signed by:

\_\_\_\_\_  
Gordon Ballard  
Executive Director  
*For and on behalf of*  
International Association of Oil & Gas Producers

Draft Template

*Pro forma Schedule*

Schedule to the letter agreement dated «DATE» between «CONTRACTOR»  
(Consultant) and the International Association of Oil & Gas Producers (IOGP) (the “Letter  
Agreement”)

**[IMPORTANT NOTE**

**This pro forma schedule should be attached in blank to the executed Letter Agreement, even if  
a completed Schedule is being executed at the same time.]**

*(Note is not for inclusion in executed Schedule)*

Contract Reference: \_\_\_\_\_

Schedule No: \_\_\_\_\_

Schedule Title: \_\_\_\_\_

Date: \_\_\_\_\_

IOGP and the Consultant agree to the performance of the services described in the Exhibit - Scope of Work on the terms and conditions of the Letter Agreement (including this Schedule and its exhibits).

(a) Services

The attached Exhibit - Scope of Work shall apply.

(b) Term

Commencement date: \_\_\_\_\_

End date: \_\_\_\_\_

(c) Total remuneration: \$ \_\_\_\_\_

(d) ECCN and/or Export Control List Number(s): \_\_\_\_\_

(e) Exhibit - List of current Principals: attached/not attached (only attach if the Schedule pertains to services for different Principals than set forth in the Annex) (delete as applicable)

(f) Exhibit - Supplemental terms: attached/not attached (delete as applicable)

Signed by the parties hereto on the day and year first written above.

Signed by:

*For and on behalf of  
Consultant*

Signed by:

Gordon Ballard  
Executive Director  
*For and on behalf of  
International Association of Oil & Gas Producers.*