

CONTRACT NUMBER 10458429

AGREEMENT FOR A JOINT INDUSTRY PROJECT BETWEEN

SPONSOR

and

PENSPEN LIMITED

Entitled:

**THE PIPELINE DEFECT ASSESSMENT MANUAL
ONGOING MAINTENANCE AND UPDATES**

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Notwithstanding the date or dates of execution this AGREEMENT between Penspen Ltd. having its registered office at 3 Water Lane, Richmond-Upon-Thames, Surrey, TW9 1TJ and represented in this AGREEMENT by Penspen Limited (hereinafter referred to as “CONTRACTOR”) and [HOLD] having its registered office at [HOLD] (hereinafter referred to as the “PARTICIPANT”) shall be deemed to have commenced on [HOLD].

Either CONTRACTOR or PARTICIPANT being sometimes referred to herein separately as “PARTY” or jointly as “PARTIES”.

PREAMBLE

- 0.1 CONTRACTOR has created and is managing a joint industry project, covering a comprehensive, critical and authoritative review of pipeline defect assessment methods, full scale test data, and the development of the same into a manual called The Pipeline Defect Assessment Manual referred to as PDAM, literature reviews, assessment spreadsheet tools, provision of updates as required and deliverables as specified in Exhibit A (hereinafter referred to as the PROJECT).
- 0.2 CONTRACTOR has skill knowledge and experience in the provision of such studies, and is prepared and willing to provide the PROJECT.
- 0.3 PARTICIPANT has agreed to become a sponsor of the PROJECT, on the following terms:

1. DEFINITIONS

- 1.1 As used herein the term AGREEMENT shall mean the whole contents of this AGREEMENT which shall apply between CONTRACTOR and PARTICIPANT.
- 1.2 As used herein the term PROJECT RESULTS shall mean all reports drawings data and other information developed or acquired by CONTRACTOR in performing the PROJECT but excluding BACKGROUND INTELLECTUAL PROPERTY.
- 1.4 As used herein the term PROJECT PATENTS shall mean all patents and patent rights relating to inventions discoveries or improvements conceived or made by employees of CONTRACTOR or any subcontractors either alone or jointly with others and resulting from the PROJECT.
- 1.5 As used herein the term AFFILIATE shall mean any parent company of the PARTICIPANT which now or hereafter owns or controls, directly or indirectly, at least fifty percent of the stock, capital or voting rights of the PARTICIPANT and any other company in which the PARTICIPANT or parent company owns or controls directly or indirectly at least fifty percent of the stock, capital or voting rights and within the meaning of Section 1159 of the Companies Act 2006 with any subsequent amendment thereof or in the case of a Government Department any other Government Department or Body.
- 1.6 As used herein the term EFFECTIVE DATE shall mean the date the PARTICIPANT signs this contract.

- 1.7 As used herein the term PARTICIPANT shall mean the participating organisation stated in this AGREEMENT, whether at or after the EFFECTIVE DATE. All PARTICIPANTS shall have signed an AGREEMENT the contents of such AGREEMENT shall be the same as this AGREEMENT or not materially different in content from it. A list of PARTICIPANTS at the EFFECTIVE DATE is provided in Exhibit B.
- 1.8 As used herein the term PARTICIPANTS means more than one PARTICIPANT.
- 1.9 As used herein the term COMMITTEE shall mean a technical committee formed under clause 4.
- 1.10 As used herein the term BACKGROUND INTELLECTUAL PROPERTY shall mean any information (including but not limited to financial information, processes, reports, drawings, techniques, know-how, manuals and the like both written and unwritten) patent applications, patents, copyrights and information contained in any other similar statutory right owned or controlled by a PARTY in a field which is the same or related to the work executed under this AGREEMENT.
- 1.11 Reference to the singular includes reference to the plural and vice versa.

2. COMMENCEMENT AND DURATION

- 2.1 The term shall commence on the EFFECTIVE DATE and be perpetual, subject to clause 12.

3. PROJECT MANAGEMENT

- 3.1 CONTRACTOR shall inform the PARTICIPANTS of the names of organisations who have expressed an interest in becoming a participant or have become a PARTICIPANT.
- 3.2 CONTRACTOR shall present as appropriate or at least annually provide a detailed proposal for performing the PROJECT which shall include such procedures as may be necessary to define in detail the work to be performed.
- 3.3 CONTRACTOR shall use all reasonable endeavours to maintain the progress of the PROJECT.
- 3.4 CONTRACTOR shall co-operate fully and work closely with the PARTICIPANT, and the COMMITTEE, on the PROJECT and shall ensure that all procedures followed and designs and specifications prepared shall be in accordance with relevant laws, standards, codes of practice, rules and regulations, particularly in respect of safety.
- 3.5 At the completion of each task, draft reports will be issued in electronic form to PARTICIPANTS coincident with issue to critical review. A maximum review period will be agreed between CONTRACTOR and the COMMITTEE considering PROJECT progress and work schedule.

4. TECHNICAL COMMITTEE

- 4.1 The PROJECT will be managed by CONTRACTOR, but the specific details of the work undertaken shall be directed by the COMMITTEE. The COMMITTEE comprises of one member from each of the sponsoring PARTICIPANTS listed in Exhibit B and any additional sponsors that subsequently join the PROJECT. Decisions of the COMMITTEE shall be binding upon PARTICIPANTS and CONTRACTOR and the quorum for the COMMITTEE meetings shall be attendees from six PARTICIPANTS.
- 4.2 A PARTICIPANT represented on the COMMITTEE will have the right to one vote on that COMMITTEE. Such vote can be transferred or cast by proxy with prior written notification and before a COMMITTEE meeting. A PARTICIPANT may elect not to be represented on the COMMITTEE but in so doing that PARTICIPANT waives its right to a vote.
- 4.3 The Chairperson of the COMMITTEE will be elected by its members, by way of ballot.
- 4.4 The Technical COMMITTEE will meet once a year, to review the work conducted in the previous year, to review CONTRACTORS proposals, PARTICIPANTS proposals and to agree the subsequent year's work.
- 4.5 CONTRACTOR or a member of COMMITTEE may approach the Chairperson of the COMMITTEE and request that an extraordinary meeting be convened. The Chairperson of the COMMITTEE shall consider the request and if in AGREEMENT that a meeting would benefit the PROJECT convene such a meeting.
- 4.6 CONTRACTOR shall provide the venue for meetings of the COMMITTEE together with the appropriate project staff and any reasonable information required for the business of the meeting, including the necessary secretarial service to record the minutes of the meeting. All documents prepared for the COMMITTEE by CONTRACTOR shall be circulated in a timely manner.
- 4.7 Any decisions made by the COMMITTEE shall wherever possible be made by unanimous consent. Should it be necessary for any decision to be made by the casting of votes then the support of a majority of the members will be required. In the event that there is no majority the chairperson shall have the casting vote.
- 4.8 The COMMITTEE will review the progress of the PROJECT together with the costs incurred to date and comment on any technical reports that are issued. The COMMITTEE will also have responsibility for approving any amendments to the PROJECT consistent with the objectives of the PROJECT, subject to the agreement of CONTRACTOR to undertake any resulting additional work. If CONTRACTOR was to decline to perform any additional work an alternative agent would be approached by CONTRACTOR on the instruction of the COMMITTEE and the work may be subcontracted per the conditions of clause 15 of this AGREEMENT.

- 4.9 The COMMITTEE shall have the right to recommend variations in the financial commitment of the PARTICIPANTS. Notwithstanding any other provisions of this AGREEMENT the implementation of such variations shall require the unanimous agreement in writing of all the PARTICIPANTS and CONTRACTOR before becoming effective.
- 4.10 The right to approve proposals by PARTICIPANTS to submit materials and/or technical data in lieu of their financial contribution shall be vested in CONTRACTOR. Neither CONTRACTOR nor the COMMITTEE shall approve such arrangements if to do so would increase the financial contribution of the other PARTICIPANTS unless those PARTICIPANT have consented to such increase in writing beforehand. CONTRACTOR shall circulate to all PARTICIPANTS information regarding all contributions by prospective PARTICIPANTS proposed in lieu of financial contributions in sufficient detail to allow all PARTICIPANTS to assess the value of such contributions.
- 4.12 Each PARTICIPANT will be responsible for all its costs incurred regarding attendance at meetings associated with the PROJECT.

5. ADDITIONAL PARTICIPANTS

- 5.1 CONTRACTOR shall regular, but not less than yearly provide a list of PARTICIPANTS to all PARTICIPANTS.
- 5.2 Any new PARTICIPANT in the PROJECT will observe and be bound by similar terms and conditions or terms and conditions not materially different from those contained in this AGREEMENT particularly regarding confidentiality, then such applicant shall be entitled to receive such information as shall have been received by all PARTICIPANTS.
- 5.3 Upon joining the PROJECT the new PARTICIPANT shall pay the sum of Twenty Thousand Pounds Sterling (GBP20,000) as determined by the COMMITTEE.

6. FINANCIAL ARRANGEMENTS

- 6.1 CONTRACTOR shall provide the PROJECT as described in this AGREEMENT and Exhibits. The Contract Price for new sponsors will be Twenty Thousand Pounds Sterling (GBP20,000).
- 6.2 As additional PARTICIPANTS join the PROJECT the funds will initially be allocated to securing the maintenance and updates. Surplus funds will be expended in accordance with provisions of the AGREEMENT on either securing the maintenance and update cycle for subsequent years, or for additional work as agreed between the COMMITTEE and CONTRACTOR. Additional work will be conducted by CONTRACTOR, or subcontracted. If CONTRACTOR agrees to carry out the additional work, it will prepare and submit to the COMMITTEE a proposal for the additional work. If insufficient external funds are raised, the CONTRACTOR will have the options of:
- (i) Reducing the scope of the maintenance and updates,

- (ii) Proposing additional funds from PARTICIPANTS, subject to COMMITTEE approval, or
- (iii) Discontinuing work on the PROJECT, but provide to PARTICIPANTS work done to-date.

If it is agreed to seek additional funding from the PARTICIPANTS all PARTICIPANTS shall contribute equally.

- 6.3 In the event of a PARTICIPANT defaulting on payment and having its participation terminated by CONTRACTOR in accordance with clause 12, the COMMITTEE, as reconstructed, shall decide whether to either, reduce the scope of the PROJECT, or increase the contribution of each PARTICIPANT on a pro rata basis, in proportion to the amount outstanding from such defaulting PARTICIPANT or else come to such other arrangement as may be necessary to rectify the situation.
- 6.4 If CONTRACTOR terminates this AGREEMENT, CONTRACTOR shall promptly repay any monies received in excess of the value of work satisfactorily performed by CONTRACTOR up until the date of termination. Such repayment shall be on a pro rata basis in proportion to each PARTICIPANT's monetary contribution to the PROJECT.
- 6.5 CONTRACTOR shall invoice the PARTICIPANT for the full Contract Price on the signing of this AGREEMENT. Invoices rendered under this clause 6.5 shall be in a format and detail reasonably required by the COMMITTEE and shall not in total amount to more than the PARTICIPANT'S agreed liability under the Contract Price shown in this AGREEMENT or any amendment thereto unless otherwise agreed between the PARTIES in writing.
- 6.6 Subject to the provisions of this AGREEMENT the PARTICIPANT shall pay all invoices rendered within 30 days of receipt. CONTRACTOR reserves the right to charge interest on overdue payments at the rate of two percent above the prevailing National Westminster Bank base rate calculated daily on the amount outstanding and compounded annually. CONTRACTOR warrants that it will not exercise this right unreasonably.

7. RECORDS

- 7.1 CONTRACTOR shall keep accurate records, comprising but not limited to books of accounts, consumables, where applicable third party and subcontract charges, timesheets for its staff and personnel relating to the costs claimed under this AGREEMENT and shall retain such records for a period of not less than two years after completion of the PROJECT.
- 7.2 During the performance of the PROJECT and up to six months after its completion one PARTICIPANT elected by and representing the others shall have the right of access to audit the records to the extent necessary to verify the number of hours and any reimbursable costs claimed by CONTRACTOR. CONTRACTOR shall be given reasonable notice of audit and the PARTICIPANT performing the audit shall perform it with the minimum disruption to CONTRACTOR and CONTRACTOR's business.

7.3 All technical records and PROJECT external costs will be kept for a minimum period of two years after the completion of the PROJECT and any PARTICIPANT can have reasonable access during that period on payment of a reasonable sum to be agreed to cover effort and costs incurred by CONTRACTOR in retrieving, photocopying and the like of such information.

8. CONFIDENTIALITY

8.1 All information arising directly from the PROJECT shall be treated as confidential by the PARTIES. This obligation of confidentiality shall not apply to information which:

- a) Must be disclosed as a statutory or legal obligation; or
- b) Is obtained or created independently of this AGREEMENT; or
- c) At the time of disclosure is or subsequently becomes part of the public domain without breach of this AGREEMENT or other improper conduct by either of the PARTIES hereto; or
- d) Is released with the prior written consent of all PARTICIPANTS and the CONTRACTOR.

8.2 Each PARTY shall keep confidential any information or process of the other or any PARTICIPANT which is disclosed in connection with the PROJECT and shall not use the same other than for furtherance of the PROJECT.

8.3 The PARTICIPANT shall be allowed to disclose information arising from the PROJECT to any AFFILIATE who agrees in writing to observe the same obligations of confidentiality as specified in clauses 8.1 and 8.2. The PARTICIPANT and its AFFILIATES shall be allowed to disclose such information to any third party who agrees in writing to observe the same obligations of confidentiality as stipulated in clauses 8.1 and 8.2.

8.4 Notwithstanding the provisions of clause 8.1 the UK Health and Safety Executive or successor shall have the right to publish the PROJECT RESULTS or such part thereof as may be necessary to enable the Health and Safety Executive to fulfil its current and future statutory obligations. In such event the Health and Safety Executive agrees where possible to provide the COMMITTEE with 30 days prior written notice together with copy of any material to be published.

9. OWNERSHIP AND USE OF RESULTS

9.1 All intellectual property rights arising under or in connection with the PROJECT, including but not limited to copyright, inventions, results and know-how, shall be the property of CONTRACTOR unless otherwise provided herein.

9.2 CONTRACTOR shall promptly notify PARTICIPANTS of any inventions or development of new technology that arise from CONTRACTOR'S performance of the PROJECT and which are based on or derived from information:

- a) mainly provided by PARTICIPANTS, or
- b) provided by both PARTIES but where it is impossible to establish which of the PARTIES has provided the majority of the information.

Any such inventions and/or new technology shall become the property of the PARTICIPANTS jointly. CONTRACTOR shall take all steps necessary to ensure that PARTICIPANTS obtain patents for such inventions and / or new technology. PARTICIPANTS shall reimburse CONTRACTOR for all reasonable expenses incurred in performing such activities.

- 9.3 CONTRACTOR shall immediately notify PARTICIPANTS of any inventions or development of new technology which CONTRACTOR or its personnel may produce in connection with the performance of the PROJECT and which are based on or derived from information mainly provided by CONTRACTOR. In such instance CONTRACTOR shall allow PARTICIPANTS and their AFFILIATES an irrevocable royalty-free and non exclusive licence to use such inventions or new technology for use in PARTICIPANT'S or AFFILIATE'S normal operations and internal research purposes.
- 9.4 The copyright to the manual derived from the PROJECT shall belong to the CONTRACTOR.
- 9.5 With respect to the reproduction, publication and sale of the manual derived from the PROJECT, CONTRACTOR shall ensure that a statement disclaiming any liability whatsoever, on the part of itself and the PARTICIPANTS, in respect of the accuracy of the information contained therein and the use to which such information is put is printed in a prominent position in such manual.
- 9.6 For the avoidance of doubt the reversion of copyright to CONTRACTOR shall be subject to the PARTICIPANT'S rights to use the manual in its commercial operations and to reproduce copies in the ordinary course of business.
- 9.7 Nothing herein shall be construed as limiting the right of any PARTY or its AFFILIATES to conduct independent studies including research within the scope of this PROJECT.

10. LIABILITIES AND INDEMNITIES

- 10.1 CONTRACTOR shall ensure that itself and any subcontractors perform the PROJECT with reasonable skill, care and diligence and shall endeavour to ensure that all results and interpretations provided to the PARTICIPANT are accurate and accurately reflect current thinking and practice within the field of activity. CONTRACTOR warrants that the services supplied in the performance of the PROJECT shall be in accordance with the specification detailed in the proposal as shown in Exhibit A of this AGREEMENT and agreed between CONTRACTOR and PARTICIPANT. Provided that CONTRACTOR shall have performed the PROJECT in accordance with this AGREEMENT, CONTRACTOR shall have no liability to the PARTICIPANT in respect of any claim arising from the use of the said results and interpretations by the PARTICIPANT or by any third party or

arising from the design, certification, manufacture, installation or use of any article or structure consequent upon the use of the said results or interpretations.

- 10.2 Neither PARTY shall be liable to the other for any indirect consequential or economic loss suffered by the other including but not limited to loss of use, profit, production, revenue, interest or for business interruption arising under or in connection with this AGREEMENT or the undertaking of the PROJECT and each shall indemnify defend and hold the other harmless against any indirect consequential or economic loss of its own.
- 10.3 The PARTIES shall each indemnify defend and hold the other harmless from and against any or all claims losses costs damages and expenses of every kind and nature including legal expenses with respect to sickness injury or death of any person employed by itself or of its other CONTRACTORS of any tier arising under or in connection with this AGREEMENT or the undertaking of the PROJECT from any cause whatsoever including but not limited to the sole or concurrent negligence (but not wilful misconduct) of the other.
- 10.4 The PARTIES shall each be liable for and shall indemnify defend and hold the other harmless from and against any and all claims losses costs damages and expenses of every kind and nature including legal expenses with respect to loss of or damage to their respective real and personal property or that of their CONTRACTORS or sub-contractors of any tier arising under or in connection with this AGREEMENT or in the undertaking of the PROJECT from any cause whatsoever including but not limited to the sole or concurrent negligence (but not wilful misconduct) of the other.
- 10.5 Nothing in this AGREEMENT shall be construed as altering in any way the ownership of any BACKGROUND INTELLECTUAL PROPERTY owned by or licensed to a Party prior to the execution of this AGREEMENT.
- 10.6 Notwithstanding clause 10.1 CONTRACTOR shall indemnify and hold each PARTICIPANT harmless from all claims, losses, costs, damages and expenses of any kind including reasonable legal costs thereof arising from any alleged patent, design, or copyright infringement arising out of the execution of the PROJECT providing such alleged patent, design, or copyright infringement is not the result direct or indirect of CONTRACTOR using BACKGROUND INTELLECTUAL PROPERTY supplied by one or more PARTICIPANTS. For the avoidance of doubt no contractual arrangements exist between PARTICIPANTS under this AGREEMENT.
- 10.7 CONTRACTOR shall affect and maintain and shall require its subcontractors to effect and maintain throughout the continuance of this AGREEMENT adequate insurance coverage with reputable insurers in respect of its obligations and liabilities hereunder.

11. FORCE MAJEURE

- 11.1 Neither PARTY shall be liable for any failure or breach under this AGREEMENT if such failure or breach has been caused by reason of force majeure which shall

mean circumstances beyond the control of that PARTY so affected, which that PARTY could not reasonably have foreseen at the time of entering into this AGREEMENT and which, by the exercise of reasonable diligence, said PARTY is unable to prevent or overcome provided that the PARTY affected shall promptly give notice to the other PARTIES of such occurrence. Lack of funds shall not be classed as force majeure.

- 11.2 Each PARTY shall be liable for and shall bear all its own costs, expenses, losses and charges suffered and incurred as a result of an occurrence of force majeure.

12. TERMINATION

- 12.1 The PROJECT may be terminated without cause at any time prior to completion thereof by the unanimous consent of the COMMITTEE with written notice to CONTRACTOR. Termination will be effective five days after receipt by CONTRACTOR of such notice subject to the PARTICIPANT'S fee set forth in clause 6. PARTICIPANT will reimburse CONTRACTOR for its proportionate share of all PROJECT costs incurred by CONTRACTOR through the EFFECTIVE DATE of termination including reasonable expenses incurred by the CONTRACTOR in satisfying authorised commitments entered into by the CONTRACTOR with third PARTIES prior to receipt of such written notice. CONTRACTOR will use its best efforts to minimise termination expenses and will give appropriate credit to PARTICIPANTS where applicable. In the event of termination CONTRACTOR will provide PARTICIPANTS with one copy of the PROJECT RESULTS in whatever stage of completion they are in.
- 12.2 PARTICIPANTS may withdraw from the PROJECT at any time after commencement but prior to completion or termination thereof by giving CONTRACTOR written notice to that effect. Withdrawal shall not affect the withdrawing PARTICIPANT's confidentiality or payment obligations under this AGREEMENT. Any such withdrawal under this AGREEMENT will terminate the PARTICIPANT's payment obligations as to all subsequent work in the PROJECT but may not result in a refund of money paid in excess of proportion of PROJECT completed at time of PARTICIPANT giving notice of termination. If such withdrawal would result in the remaining PARTICIPANTS having to provide additional funding to complete the PROJECT as envisaged at the time when the withdrawing PARTICIPANT originally joined the PROJECT no refund shall be due to the withdrawing PARTICIPANT. In no event shall the withdrawing PARTICIPANT's liability exceed the fee due under clause 6 of this AGREEMENT unless such has been amended in writing.
- 12.3 Where a PARTICIPANT is providing their fee in Contribution In Kind to this AGREEMENT whether in whole or in part that PARTICIPANT warrants that should it terminate the AGREEMENT for its operational, convenience or similar cause it shall take all reasonable steps in consultation with CONTRACTOR to source a replacement PARTICIPANT capable of and willing to become a PARTICIPANT and complete the Scope of Work committed to under this AGREEMENT by the withdrawing PARTICIPANT under this AGREEMENT.

- 12.4 Either PARTY may terminate this AGREEMENT in the event of material breach by the other on giving not less than 60 days prior written notice to remedy such breach which notice shall have the effect at the end of that 60 days period if the PARTY in breach has not taken reasonable steps to commence to remedy the alleged breach and once commenced continue diligently to remedy until rectification.
- 12.5 Each PARTY may terminate this AGREEMENT on immediate written notice in the event that the provision of the PROJECT is delayed by reason of force majeure as provided in clause 11 for not less than 60 days.
- 12.6 Notwithstanding the termination of this AGREEMENT for any reason, the PARTICIPANT shall return all PDAM and associated material to CONTRACTOR.

13. COMMUNICATION

- 13.1 All notices between the PARTIES shall be sent by first class registered or recorded delivery mail or other electronic means in a form generating a record copy to the addressed below.

Contractor

Contractual

Penspen Ltd.
Susan McDonald
Penspen Limited
3 Water Lane
Richmond Upon Thames
Surrey TW9 1TJ
UK
s.mcdonald@penspen.com

cc. Technical

Penspen Ltd
Nigel Curson
Penspen Limited
3 Water Lane
Richmond upon Thames
Surrey TW9 1TJ
UK
n.curson@penspen.com

PARTICIPANT

[HOLD]

- 13.2 or to such other addresses as either PARTY shall notify in writing in advance of sending.

14. ASSIGNMENT

Neither PARTY shall be entitled to assign all or any of its rights and obligations including any benefit or interest under this AGREEMENT without the prior written consent of the other PARTY, which consent shall not be unreasonably withheld or delayed. CONTRACTOR may make such assignment to any other company within its group of companies or to an AFFILIATE without the consent of the PARTICIPANT provided that CONTRACTOR has no reason to believe that performance of the PROJECT may be adversely affected by such assignment.

15. SUBCONTRACTING

- 15.1 CONTRACTOR may subcontract certain portions of the PROJECT only after receiving approval of the COMMITTEE.
- 15.2 The PARTICIPANT may not subcontract any or all its involvement in the PROJECT without the prior approval of the COMMITTEE and, if applicable, the CONTRACTOR.
- 15.3 If either PARTY subcontracts any portion of its involvement in the PROJECT it shall not relieve that PARTY of any of its liability or obligation under this AGREEMENT. Furthermore, the subcontracting PARTY shall be responsible for the acts, omissions, defaults or negligence of any subcontractor, its agents, servants or work persons as fully as if they were the acts, omissions, defaults or negligence of the subcontracting PARTY.
- 15.4 The PARTY subcontracting any portion of its involvement in the PROJECT shall be obligated to ensure that such subcontract contains the same obligations and liabilities on the subcontractor as prevail under this AGREEMENT on the PARTY subcontracting.

16. LANGUAGE

The language and any construction or interpretation of this AGREEMENT shall be English.

17. LAW AND DISPUTES

The AGREEMENT shall be governed by English law and any dispute of the PARTIES under or in connection with this AGREEMENT or the provision of the PROJECT shall be subject to the exclusive jurisdiction of the English Courts.

18. PUBLICITY

- 18.1 Neither PARTY shall make use for publicity purposes of the name, or of any trade name or trademark of the other PARTY, or of any information obtained under or in connection with this AGREEMENT or the undertaking of the PROJECT from the other PARTY without the prior written consent of the other PARTY. Neither PARTY shall issue any publicity or other announcement in relation to this AGREEMENT or the PROJECT without the prior written approval of the other PARTY of the form and content thereof, which approval shall not be unreasonably withheld or delayed. The PARTICIPANT shall not issue any publicity or other announcement in relation to another PARTICIPANT of the group without that PARTICIPANT'S prior approval in writing.
- 18.2 Any publication arising from this PROJECT that provides the results of the PROJECT shall be first approved by the COMMITTEE and due acknowledgement given to the PARTICIPANTS.

19. WAIVER

No delay neglect waiver or forbearance on the part of either PARTY under this AGREEMENT shall be construed as a formal waiver of or otherwise prejudicial to the rights of such PARTY under this AGREEMENT or at law or equity.

20. STATUS OF THE PARTIES

Nothing in this AGREEMENT shall create or be deemed to create a partnership, agency or employment relationship between the PARTIES or the other PARTICIPANT members of the group.

21. VOID PROVISIONS

If any provision of this AGREEMENT is found to be contrary to the law or is legally unenforceable that provision shall be deemed to be deleted and the remainder of this AGREEMENT shall remain in force if the substance of this AGREEMENT shall not be affected thereby.

22. HEADINGS

All headings and titles in this AGREEMENT are used for convenience only and are not to be construed as part of this AGREEMENT in any way which limits or extends the provision therein.

23. ENTIRE AGREEMENT

This AGREEMENT comprises the entire AGREEMENT between the PARTIES and supersedes all prior agreements understandings representations warranties and arrangements of the PARTIES which are otherwise excluded upon this AGREEMENT being entered into.

IN WITNESS, whereof CONTRACTOR and the PARTICIPANT have caused this AGREEMENT to be signed for and on their behalf by the signatories hereto who have been duly authorised so to do by the CONTRACTOR and the PARTICIPANT respectively.

PARTICIPANT

CONTRACTOR

Name

Name

Designation.....

Designation

Date

Date

EXHIBIT A

STATEMENT OF DELIVERABLES OF THE PIPELINE DEFECT ASSESSMENT MANUAL (PDAM) PROJECT

The Pipeline Defect Assessment Manual (PDAM) PROJECT is a joint industry project sponsored by many companies (see Exhibit B). The PDAM project presents a considered view of the 'best' currently available methods for assessing the fitness-for-purpose of defects in onshore or offshore pipelines manufactured from steel. The PDAM project entails the production of a Pipeline Defect Assessment Manual, detailed, background literature reviews and spreadsheet tools.

All current PARTICIPANTS of the PROJECT have contributed in cash or kind an amount equivalent to GBP20,000.

The Pipeline Defect Assessment Manual (PDAM), comprises of the following deliverables:

1.0

THE PIPELINE DEFECT ASSESSMENT MANUAL EDITION 2, October 2016

2.1

The original PDAM spreadsheets:

#	Title	File name
1	Corrosion circumferential bending	corrosion circumferential bending R3.xls
2	Corrosion circumferential pressure axial bending	corrosion circumferential pressure axial bending R3.xls
3	Corrosion circumferential pressure axial	corrosion circumferential pressure axial R3.xls
4	Corrosion pressure (B31G)	corrosion pressure (B31G) R3.xls
5	Corrosion pressure (DNV-RP-F101 Part A)	corrosion pressure (DNV-RP-F101 Part A) R5.xls
6	Corrosion pressure (DNV-RP-F101 Part 8)	corrosion pressure (DNV-RP-F101 Part 8) R4.xls
7	Corrosion pressure (interaction) (DNV-RP-F101 Part B)	corrosion pressure (interaction) (DNV-RP-F101 Part B) R3.xls
8	Corrosion pressure (modified B31G)	corrosion pressure (modified B31G) R3.xls
9	Corrosion pressure (river-bottom) (DNV-RP-F101 Part B)	corrosion pressure (river-bottom) (DNV-RP-F101 Part B) R1.xls
10	Corrosion pressure (RSTRENG)	corrosion pressure (RSTRENG) R1.xls
11	Corrosion pressure external (DNV RP-F101 Part B)	corrosion pressure external (DNV RP-F101 Part B) R3.xls
12	Fracture propagation (DNV-OS-F101)	fracture propagation (DNV-OS-F101) R1.xls
13	Fracture propagation (EPRG)	fracture propagation (EPRG) R3.xls
14	Girth weld defect (EPRG)	girth weld defect (EPRG) R3.xls
15	Gouge circumferential bending	gouge circumferential bending R3.xls
16	Gouge circumferential pressure axial bending	gouge circumferential pressure axial bending R3.xls
17	Gouge circumferential pressure axial	gouge circumferential pressure axial R3.xls
18	Gouge helical pressure axial bending	gouge helical pressure axial bending R3.xls
19	Gouge longitudinal internal pressure	gouge longitudinal internal pressure R3.xls
20	Leak rupture circumferential bending	leakrupture circumferential bending R3.xls
21	Leak rupture circumferential pressure axial bending	leakrupture circumferential pressure axial bending R3.xls
22	Leak rupture circumferential pressure axial	leakrupture circumferential pressure axial R3.xls
23	Leak rupture longitudinal pressure (flow stress dependent)	leakrupture longitudinal pressure (flow stress dependent) R3.xls
24	Leak rupture longitudinal pressure (toughness dependent)	leakrupture longitudinal pressure (toughness dependent) R3.xls
25	Plain dent pressure (burst)	plain dent pressure (burst) R3.xls
26	Plain dent pressure (fatigue)	plain dent pressure (fatigue) R3.xls
27	Prevention ductile fracture	Prevention ductile fracture.xls
28	Smooth dent and gouge pressure (burst)	smooth dent and gouge pressure (burst) R3.xls
29	Smooth dent on weld pressure (fatigue)	smooth dent on weld pressure (fatigue) R4.xls

2.2

PDAM2 extended spreadsheets:

#	Title	File name
1	Corrosion circumferential pressure axial bending	corrosion circumferential pressure axial bending R4.xlsm
2	Corrosion circumferential pressure axial	corrosion circumferential pressure axial R4.xlsm
3	Corrosion pressure (DNV-RP-F101 Part B)	corrosion pressure (DNV-RP-F101 Part B) R5.xlsm
3	Corrosion pressure external (DNV RP-F101 Part B)	corrosion pressure external (DNV RP-F101 Part B) R4.xlsm
4	Girth weld defect (EPRG)	girth weld defect (EPRG) R4.xlsm
5	Gouge circumferential pressure axial bending	gouge circumferential pressure axial bending R4.xlsm
6	Gouge circumferential pressure axial	gouge circumferential pressure axial R4.xlsm
7	Gouge helical pressure axial bending	gouge helical pressure axial bending R4.xlsm
8	Gouge longitudinal internal pressure	gouge longitudinal internal pressure R4.xlsm
9	Plain dent pressure (fatigue)	plain dent pressure (fatigue) R4.xlsm
10	Smooth dent and gouge pressure (burst)	smooth dent and gouge pressure (burst) R4.xlsm
11	Smooth dent and gouge pressure (fatigue)	smooth dent and gouge pressure (fatigue) R5.xlsm
12	Smooth dent on weld pressure (fatigue)	Smooth dent on weld pressure (fatigue) R4.xlsm
13	Corrosion circumferential pressure axial bending	corrosion circumferential pressure axial bending R4.xlsm

3.1

The original PDAM literature reviews:

#	Title	File name
1	Assessment Methods for Defects in Pipeline Girth Welds and Seam Welds	DNV 00.1012 Rev 03 (GirthWeldsSeamWelds) (no tiers).PDF
2	Assessment Methods for Defect Free Pipe	NR99011R3(DefectFreePipe).PDF
3	Assessment Methods for Corrosion in Pipelines	NR99012R3(CorrosionReview).PDF
4	Assessment Methods for Gouges in Pipelines	NR99013R3(GougeReview).PDF
5	Assessment Methods for Dents in Pipelines	NR99014R3(DentReview).PDF
6	Assessment Methods for Dents and Gouges in Pipelines	NR99015R3(DentandGougeReview).PDF
7	Assessment Methods for Cracking in Pipelines	NR99016R3(Cracking).PDF
8	Assessment Methods for Manufacturing Defects in Pipelines	NR99017R3(ManufacturingDefects).PDF
9	Assessment Methods for Environmental Cracking in Pipelines	NR99020R3(EnvironmentalCracking).PDF
10	Assessment Methods for Defects in Pipeline Fittings	NR99024R3(Fittings).PDF
11	The Leak-Rupture Behaviour of Defects in Pipelines	NR99035R3(LeakandRuptureReview).pdf
12	Spring Back and Rerounding in Dented Pipelines	NR99046R3(SpringBackandReroundingReview).PDF
13	Time Dependent Behaviour of Defects in Pipelines	NR99047R3(TimeDependentBehaviour).PDF
14	Assessment Methods for Dents and Other Defects in Pipelines	NR99048R3(DentandOtherDefectsReview).PDF
15	Interaction Between Defects in Pipelines	NR99049R3(InteractionReview).pdf
16	Methods governing and preventing long running ductile and brittle propagating fast fracture in gas transmission pipelines	PDAM JIP _ CSM Final Report No.10423R (Fracture propagation).PDF

3.2

PDAM2 extended literature reviews:

#	Title	File name
1	Corrosion	NR99012R4 (Corrosion Review) PDAM2 Issue1.pdf
2	Cracking	1YMJTQ6-5 PDAM2 (Cracks) Issue 1.0.pdf
3	Environmental Cracking	1YMJTQ6-26_PDAM2 (Env Cracks)_Issue 1.pdf
4	Fatigue	7428 PDAM2 Fatigue Issue 1-1.pdf
5	Fracture Propagation	5138007-REP-SU-001 A3 Topic 6 Crack Propagation.pdf
6	Mechanical Damage	10229-RPT-001 Rev2 Literature Review.pdf
7	Subsea	PDAM update Subsea pipelines_Rev 02 - 2016.03.29.pdf
8	Weld Defects	1YMJTQ6_PDAM2 (Girth and Seam welds) Issue 2.2.pdf

4.1

Original PDAM Full-Scale test data (Compilations of published test data)

#	Title	File name
1	Burst tests on defect free pipe	BurstTestsonDefectFreePipe.xls
2	External pressure and other loads tests	ExternalPressureandOtherLoadsTests.xls
3	Buckle propagation tests	BucklePropagationTests.xls
4	Burst tests on corrosion	BurstTestsonCorrosion.xls
5	Tests on corrosion	TestsonCorrosion.xls
6	Tests on circumferential corrosion	TestsonCircumferentialCorrosion.xls
7	Burst tests on gouges (part wall defects)	BurstTestsonGouges(PartWallDefects).xls
8	Fatigue tests on gouges (part wall defects)	FatigueTestsonGouges(PartWallDefects).xls
9	Tests on longitudinal part wall defects	TestsonLongitudinalPartWallDefects.xls
10	Tests on circumferential part wall defects	TestsonCircumferentialPartWallDefects.xls
11	Tests on circumferential through wall defects	TestsonCircumferentialThruWallDefects.xls
12	Tests on helical through wall part wall defects	TestsonHelicalThruWallPartWallDefects.xls
13	Burst tests on through wall defects	BurstTestsonThruWallDefects.xls
14	Burst tests on dents	BurstTestsonDents.xls
15	Burst tests on dents on welds	BurstTestsonDentsonWelds.xls
16	Fatigue tests on dents	FatigueTestsonDents.xls
17	Fatigue tests on dents on welds	FatigueTestsonDentsonWelds.xls
18	Spring back and re-rounding of dents	SpringBackandReroundingofDents.xls
19	Burst tests on dents and gouges	BurstTestsonDentsandGouges.xls
20	Fatigue tests on dents and gouges	FatigueTestsonDentsandGouges.xls
21	Burst tests on dents and other defects	BurstTestsonDentsandOtherDefects.xls
22	Tests on defects at constant pressure	TestsonDefectsatConstantPressure.xls
23	Leak and rupture	LeakandRupture.xls
24	Full scale burst test pipes data bank	Full scale burst test pipes data bank.xls
25	Full scale burst test on longitudinal welded pipes data bank	Full scale burst test on longitudinal welded pipes data bank.xls
26	Full scale burst test on spiral welded pipes	Full scale burst test on spiral welded pipes.xls
27	Tests on interaction	TestsonInteraction.xls
28	Tests on defect free bends	TestonDefectFreeBends.xls
29	Tests on defects in bends	TestonDefectsinBends.xls

4.2

PDAM2 extended Full-Scale test data (Compilations of published test data):

#	Title	File name
1	Burst tests on dents and other defects	BurstTestsonDentsandOtherDefects.xls
2	Burst tests on dents on welds	BurstTestsonDentsonWelds.xls
3	Dent gouge burst	DentGougeBurst RevB.xls
4	Dent gouge fatigue	DentGougeFatigue RevA.xls
5	Fatigue tests on gouges (part wall defects)	FatigueTestsonGouges(PartWallDefects).xls
6	Longitudinal gouge burst	LongitudinalGougeBurst RevB.xls
7	Plain dent burst	PlainDentBurst.xls
8	Plain dent fatigue (damage)	PlainDentFatigue (damage) RevD.xls
9	Smooth dent on weld fatigue	SmoothDentOnWeldFatigue RevD.xls
10	Spring back and re-rounding of dents	SpringBackandReroundingofDents.xls

EXHIBIT B

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