



ADMINISTRATION INSTRUCTIONS

SECTION VII LOGIC GENERAL CONDITIONS OF CONTRACT, ON AND OFFSHORE SERVICES EDITION 4

SECTION V LOGIC GENERAL CONDITIONS OF CONTRACT, MARINE CONSTRUCTION EDITION 2

SECTION V LOGIC GENERAL CONDITIONS OF CONTRACT, SUPPLY OF MAJOR ITEMS OF PLANT AND EQUIPMENT EDITION 3

Definitions used shall be as defined within the relevant contract.

ADMINISTRATION INSTRUCTIONS

1. INTRODUCTION

- 1.1 This Section of the CONTRACT describes the procedures that shall be used by the COMPANY and the CONTRACTOR in administering the CONTRACT.
- 1.2 The CONTRACTOR shall ensure that where detailed procedures are not comprehensively set out in this Section, such procedures shall be developed and agreed with the COMPANY in time to carry out the WORK in accordance with the CONTRACT.

2. COMMUNICATIONS

- 2.1 Correspondence and communications in relation to the WORK shall be addressed and directed between the PARTIES.
- 2.2 Correspondence shall be in the English language.
- 2.3 Oral communication of instructions or information in connection with the CONTRACT shall be confirmed in writing using minutes of meetings or formal correspondence, as appropriate.
- 2.4 The CONTRACTOR shall make available any specifications, drawings, design data, vendor data or technical information required for use by the COMPANY.
- 2.5 Meetings shall be held as agreed between the PARTIES or as required by the COMPANY for the purposes of keeping all parties fully informed of all aspects of the WORK.
- 2.6 The CONTRACTOR shall be responsible for preparing minutes of meetings (unless otherwise agreed by the COMPANY), and shall prepare drafts for the COMPANY's approval within an agreed time of the meeting prior to the signing of the minutes by both parties acknowledging that the minutes are a true record of the meeting.

3. INTERFACING

- 3.1 CONTRACTOR may be required to interface and undertake coordination activities with COMPANY's other contractors as relevant to the WORK.

4. REPORTING

- 4.1 Reporting requirements, specific reporting formats and reporting frequencies shall be agreed between the Parties.

5. VARIATIONS

- 5.1 This Clause addresses the basic requirements for processing VARIATIONS that record and document alterations to the WORK or the components of the CONTRACT PRICE.

- 5.2 Potential VARIATIONS can be identified by either the COMPANY or the CONTRACTOR and are to be processed expeditiously and efficiently using the Variation Order Request Form (as shown in Appendix 1 to this Section VII). Estimates or supporting documentation will be prepared and submitted in support of this form to the COMPANY by the CONTRACTOR.
- 5.3 If agreement on a VARIATION is reached between the PARTIES then the change will be documented on a Variation Order Form (as shown in Appendix 2 to this Section VII). The CONTRACTOR shall sign the VARIATION and return it to the COMPANY. The CONTRACTOR shall thereafter proceed with the duly authorised VARIATION.
- 5.4 VARIATIONS shall be dated and numbered consecutively by the COMPANY.

6. AMENDMENTS

- 6.1 Alterations to the Form of Agreement or the Conditions of Contract shall be recorded by formal Amendment to the CONTRACT. An Amendment to CONTRACT form is shown in Appendix 3 to this Section VII.

7. TIMESHEETS

- 7.1 CONTRACTOR timesheets for reimbursable work shall state names, discipline and numbers of personnel carrying out WORK. The CONTRACTOR REPRESENTATIVE shall record, on a daily basis such personnel and/or equipment stating whether working, on standby or unavailable for WORK for whatsoever reason for a whole day or a partial day. The CONTRACTOR REPRESENTATIVE shall submit timesheets to the COMPANY REPRESENTATIVE for review and signature.
- 7.2 Signature by the COMPANY REPRESENTATIVE of the timesheets shall mean only that COMPANY acknowledges that the hours recorded have been expended as stated and shall not be authorisation for payment or constitute any obligation between COMPANY and the CONTRACTOR except as specifically stated in the CONTRACT.

8. PURCHASE ORDER/CALL OFF ORDER PROCEDURE

- 8.1 COMPANY shall require CONTRACTOR to provide WORK under one or multiple PURCHASE ORDERS. The award of this CONTRACT shall in no way be deemed to entitle CONTRACTOR to provide all or any part of the WORK except insofar as the CONTRACTOR is awarded a PURCHASE ORDER.
- 8.2 The PURCHASE ORDER shall detail the following:
- (a) CONTRACT number;
 - (b) PURCHASE ORDER number or CALL OFF ORDER number;
 - (c) Detailed description of WORK and extent of the services that are to be provided by CONTRACTOR;
 - (d) Location of the required WORK;
 - (e) Commencement date of the required WORK;
 - (f) Anticipated duration of the required WORK;
 - (g) Pricing basis of the required WORK;
 - (h) Name of the COMPANY REPRESENTATIVE or nominated deputy.
- 8.3 On receipt of the PURCHASE ORDER, CONTRACTOR shall proceed with the WORK.
- 8.4 In the event that CONTRACTOR disputes any part of the PURCHASE ORDER, CONTRACTOR shall immediately contact the COMPANY REPRESENTATIVE or his nominated deputy and the PARTIES shall resolve the dispute which shall be recorded in writing.

- 8.5 COMPANY shall have the right to terminate or vary the WORK detailed on the PURCHASE ORDER at its absolute discretion.
- 8.6 The terms and conditions of the CONTRACT shall apply to any properly authorised PURCHASE ORDER raised for WORK to commence before the CONTRACT end date or extensions thereto, and shall continue to apply until completion of the PURCHASE ORDER where this is later than the CONTRACT end date or any extensions thereto.

9. SUBCONTRACTS

- 9.1 The CONTRACTOR shall in respect of SUBCONTRACTS whose estimated value is **[to be considered on a case by case]** submit all SUBCONTRACT documentation to COMPANY at least 10 working days before inviting tenders and before awarding a SUBCONTRACT. In the event that COMPANY submits comments to the CONTRACTOR regarding the proposed SUBCONTRACT, the CONTRACTOR shall give the COMPANY timely notification of the action that is to be taken by the CONTRACTOR.
- 9.2 For any SUBCONTRACT that the CONTRACTOR lets at the request of COMPANY such SUBCONTRACT shall be subject to competitive tendering with at least three tenderers. Where there are less than three proposed tenderers, the CONTRACTOR shall obtain prior authorisation from COMPANY for inviting the proposed tenderers.

10. TRANSPORTATION OF PLANT, MATERIALS AND EQUIPMENT

- 10.1 Offshore Installations:
In accordance with the requirements of the WORK the CONTRACTOR shall, from time to time, require plant and/or equipment and/or materials to be transported to (and returned from) an offshore installation. Such transportation shall be provided by COMPANY; the actual method (e.g. helicopter, platform support vessel etc.) shall be at COMPANY's sole discretion. Generally, such items will only be transported by air in exceptional circumstances. All transportation shall comply with the appropriate COMPANY policies and procedures.

11. TRANSPORTATION OF PERSONNEL

- 11.1 CONTRACTOR shall ensure that CONTRACTOR personnel travelling offshore comply with COMPANY procedures for offshore travel.

12. MILESTONE COMPLETION

- 12.1 When the CONTRACTOR considers that all WORK required for completion of a particular Milestone has been successfully carried out, the CONTRACTOR shall submit a Milestone Completion Certificate as per the format in Appendix 4 to this Section VII.
- 12.2 Once COMPANY has verified that the milestone has been completed, the COMPANY shall approve and issue the Milestone Completion Certificate. Only upon receipt of the approved Milestone Completion Certificate may the CONTRACTOR submit an invoice for any cost associated with achieving the approved milestone.

13. COMPLETION

- 13.1 When the CONTRACTOR considers that it has fulfilled the requirements of the PURCHASE ORDER or CONTRACT as appropriate and has completed the WORK, the CONTRACTOR shall complete and submit to the COMPANY a Completion Certificate. The required format is set out in Appendix 5 to this Section VI.



13.2 The COMPANY shall sign the Completion Certificate when the COMPANY considers that the CONTRACTOR has fulfilled the requirements of the PURCHASE ORDER or CONTRACT.

14. CLOSE OUT

14.1 When the COMPANY considers that all WORK is complete and all invoices have been paid in accordance with the CONTRACT, the COMPANY shall complete and submit to the CONTRACTOR a Contract Closure Certificate as set out in Appendix 6 of this Section VII.

15. ASSESSING PERFORMANCE USING FPAL FEEDBACK REPORTS

15.1 COMPANY shall review CONTRACTOR performance on this CONTRACT throughout its duration (and any extensions) using the First Point Assessment (FPAL), as and when required.

16. EMPLOYMENT STATUS (IR35)

16.1 CONTRACTOR shall confirm the employment status of all individuals involved with the provision of the WORK when providing quotes for services to the COMPANY