

KUWAIT OIL COMPANY (K.S.C.)
(Register of Commerce No. 21835)



ADJUSTMENT ORDER NO. 2

CONTRACT NO. 18052339

DATE: 18 July / 2024

**DESCRIPTION: MASTER RESEARCH AGREEMENT FOR COLLABORATION
ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES**

It is hereby further agreed on the following with effect from 23 September 2024.

1. The Contract period shall be extended for a period of two (2) years beyond the current Contract expiry date. Revised Contract expiry date shall be 22-Sep-2026.
2. The Contract NTEV shall remain unchanged.
3. All other terms and conditions of the Contract shall remain unchanged.

Disclaimer:

By signing this Adjustment Order No. 2, the Contractor accepts and confirms that there shall be no claim for whatever reason associated with or resulted from the abovementioned change.

Signature: _____

Signature: _____

Name: Hamad AlZuhli

Name: Nawaf Almutan

Title: M T & T

Title: Ag. Manager

For: **KUWAIT OIL COMPANY (K.S.C.)**

For: **Kuwait University**

of Kuwait University



DIMS
NO 508 6975

كويت الجديدة
NEWKUWAIT

MEMORANDUM

From: Team Leader Contracts & Purchasing Svcs.

Date: 18 JUL 2019

To: Team Leader R&D Planning & Support

Ref.: ATR/19/M/2

CONTRACT NO. 18052339
MASTER RESEARCH AGREEMENT FOR COLLABORATION ON
RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES

CONTRACTOR: KUWAIT UNIVERSITY

Attention: GENERAL MANAGER

Tel: 24985259

Fax: 24841709

We are forwarding thru "Workflow" a copy of the above Contract duly signed by both parties, for your retention.

For: Team Leader Contracts & Purchasing Svcs.

Encl:

cc: Team Leader Accounts Payable
Contractor's Personal File - w/o attach.

KUWAIT OIL COMPANY (K.S.C.)
(Register of Commerce No. 21835)



إحدى شركات مؤسسة البترول الكويتية
A Subsidiary of Kuwait Petroleum Corporation

CONTRACT DOCUMENT

FOR

**MASTER RESEARCH AGREEMENT
FOR COLLABORATION ON RESEARCH
& DEVELOPMENT STRATEGIC
OBJECTIVES**

BETWEEN

**KUWAIT OIL COMPANY
AND
KUWAIT UNIVERSITY**

CONTRACT NO. 18052339

CONTRACT NO. 18052339

**MASTER RESEARCH AGREEMENT FOR COLLABORATION ON
RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES**

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MEMORANDUM OF AGREEMENT



Memorandum of Agreement

Contract No.: 18052339

Controlled by Section No.: _____

Title: **MASTER RESEARCH AGREEMENT FOR
COLLABORATION ON RESEARCH &
DEVELOPMENT STRATEGIC
OBJECTIVES**

A.F.E. No(s): _____

Job No(s): _____

Contract made this 14 day of July, 2018 between Kuwait Oil Company (K.S.C.), Register of Commerce number 21835, whose registered office is at Main Street, Building No. 800773, North Ahmadi, Kuwait of the one part (hereinafter called the "Company") Kuwait University a company registered in the Kuwait, whose registered office is at _____ (hereinafter called the "Research Collaborator") of the other part

WHEREAS the Company desires to have the Services executed and completed namely MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES in mutually agreed research areas.

AND WHEREAS, the Research Collaborators is willing and able to perform the services desired by the Company.

Now this agreement witnesses as follows:-

- The following documents shall constitute the entire agreement and the Contract between the parties:
 - this Memorandum of Agreement;
 - the Contract Specification;
 - General Conditions of Contract for Consultancy Services (September 2006) ("General Conditions of Contract");
 - Appendix A – Scope of Collaboration;
 - Appendix B- Details of Platforms/Programs;
 - Appendix C- Service Work Order (Template);
 - Appendix D-Details of Personnel;
 - Form of Tender and attachments Nos. 1A, 1B and 2 to 8 inclusive to the Form of Tender; and
 - HSEMS Guidelines;
 - Disclaimer and Closure of Accounts

In the case of ambiguity or conflict between any of the listed documents priority shall be given to them in the above order.

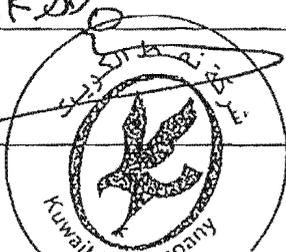
- The Company agrees to pay the Research Collaborator in consideration of the satisfactory execution and completion of the Services in accordance with terms of the Contract, a sum Not to Exceed Value of Kuwaiti Dinars One Million Nine Hundred Forty Eight Thousand Four Hundred Fifty only (KD 1,948,450.000) or such Variation thereof.

The parties signed this Contract on the date stated above.

For: A. Al-Jasmi
KUWAIT OIL COMPANY (K.S.C.)

Capacity: MRSD

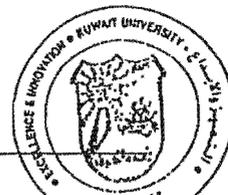
In the presence of: _____



For: _____
KUWAIT UNIVERSITY

Capacity: President of Kuwait Un.

In the presence of: _____



The Secretary General

CONTRACT SPECIFICATION

KUWAIT OIL COMPANY (K.S.C.)

(Register of Commerce No. 21835)

CONTRACT SPECIFICATION

FOR

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES

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CONTRACT SPECIFICATION

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES.

1. SCOPE OF COLLABORATION

The agreement forms a joint collaboration agreement between the Company and the Research Collaborator that defines the key principles, scope of work, rights and obligations of both the parties, and all terms and conditions relating to the joint activity. The scope of the services of the Collaboration are further described in Appendix A, and by way of summary the Research Collaborator shall provide required support for the following four strategic objectives:

1.1 Collaborate in joint applied research projects to further develop science, technology and expertise which is relevant to the value chain of the petroleum industry which are identified as the key areas for research for the Company, as per the integrated R&D roadmap:

- a) Subsurface Imaging
- b) Drilling and Completion
- c) Improved HC Recovery
- d) Reservoir Characterization
- e) Well Management
- f) Next Generation (Gas, Tight Reservoir, Heavy Oil)
- g) Integrity and Sustainability

Any other research key area, if required, shall be included through an Adjustment Order.

1.2 Development of Company's in-house R&D capabilities:

1.2.1 Collaborate on capitalizing the Research Collaborator's expertise and knowledge to develop in-house research capabilities.

1.2.2 Collaborate to create world class research facilities and laboratories for the Company.

1.3 Technology and Knowledge transfer:

1.3.1 Exchange learning and keep abreast of the latest technologies and on-going R&D efforts.

1.3.2 Collaborate to transfer technology and knowledge.

CONTRACT SPECIFICATION

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES.

1.4 **Develop IP:** Develop intellectual property through joint research and leverage both parties' capabilities.

1.5 **Deliverables**

The deliverables by the Research Collaborator for each "Collaboration" project shall be in accordance with the agreed tasks, reporting and time frame etc. pertaining to respective Service Work Order (SWO) for the engagement, and as a minimum including milestone wise report and the final report on completion of SWO as per clause 6.2.2 and 6.2.3

2. CONTRACT PERIOD

2.1 With reference to clauses 25 and 29 of the General Conditions of Contract, the Research Collaborator shall complete the Services within Sixty (60) months starting from the Date for Commencement specified in a letter by the Superintendent.

2.2 The Company, at its sole option, may extend the Contract Period by a maximum of twelve (12) months at the rates applicable to the original Contract by issuing an Adjustment Order. The Company may terminate such extension at any time by giving the Contractor one (1) month notice of its intention to do so.

3. FACILITIES AND DATA TO BE PROVIDED BY THE COMPANY

3.1 **Offices**

The Company shall provide the Research Collaborator with reasonable office space and furniture at Company's premises, without cost, for a maximum of six personnel.

3.2 **Telephone-Fax Line**

The Company shall provide the Research Collaborator with access to a local telephone/fax line at Company's cost subject to availability.

3.3 **Data**

3.3.1 Data as deemed appropriate by the Superintendent shall be supplied to the Research Collaborator by the Superintendent or Superintendent's Representative as per the Service Work Order (SWO).

3.3.2 The Research Collaborator shall propose measures, where appropriate, for rectification of inaccuracies or inconsistencies detected in any data provided by the Company within 14 days of receipt of data. The Company shall review such proposals and advise the Research Collaborator on the course of action to be followed. The Company shall respond to the Research Collaborator's any such proposal within fourteen (14) calendar days of receipt of the proposal by the Company. The Research Collaborator shall not be entitled to any additional payment for such rectification.

CONTRACT SPECIFICATION

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES.

3.3.3 All marked confidential data and information furnished by the Company shall be returned to the Company or destroyed on completion of the Contract or earlier termination of the Contract.

4. MATERIALS AND EQUIPMENT PROVIDED BY THE RESEARCH COLLABORATOR

With reference to clause 24 of the General Conditions of Contract, the Research Collaborator shall provide all required materials, equipment, computers, laboratory equipment, consumables, software, manpower, facilities not limited to specialized laboratory in Kuwait or any other facility outside Kuwait, any other resource required for the successful execution of the SWO, with the exception of facilities especially required to be supplied by the Company pursuant to clause 3.

5. SERVICE WORK ORDER

With reference to Clause 5 of the Appendix-A of Contract Specifications, the Superintendent shall issue a Service Work Order to the Collaborator as and when required upon identification of the research project and other collaboration initiatives detailed in Appendix A. The Superintendent shall seek a proposal from the Collaborator with reference to research objectives specified in Appendix B. The Superintendent shall review the received proposal and agree with the Collaborator on the scope in terms of milestones, completion period and maximum number of manpower and other items to be deployed for each milestone deliverables. The maximum cost for each milestone of the SWO shall be based on unit rates specified in Attachments to FOT multiplied by maximum number of man-days and other items for each milestone. However the payment shall be made for actual number of man-days and other items deployed on the services under SWO Subject to maximum amount for each milestone specified in SWO. The SWO shall be issued as per the format provided at Appendix C hereto.

As a minimum, the SWO shall specify the following,

- a) Scope of SWO.
- b) Maximum number of man-days for each category of personnel and maximum number of other items for each milestone.
- c) Unit rates for each of the required category of personnel, and other items as per Attachment No.1 A and 1 B to Form of Tender.
- d) Maximum amount for each milestone which shall be the product of maximum man-day and maximum quantity of other items and unit rates.
- e) The personnel with their category, who shall be assigned to the SWO as a minimum throughout the SWO period. Such minimum personnel shall be defined as "Key Personnel".
- f) Detailed project plan showing all tasks and deliverables, timings of checkpoints and milestones.

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MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES.

- g) Details of the proposed Research Collaborator's personnel with special skills and appropriate qualifications, levels and experience in their area of expertise (CVs to be attached).
- h) Details of the proposed Research Collaborator's relevant equipment, software, devices and services (i.e. implementation, training, etc.).
- i) Deliverables for each milestone.
- j) Execution methodology
- k) Location of execution of services i.e. Kuwait or outside Kuwait (specific location), lab facility, equipment's, materials, software etc. that shall be required for execution of SWO.
- l) Lab facilities, equipment, materials, software Services etc. that shall be provided by the Research Collaborator for execution of SWO. Cost of all these items shall be deemed included in the maximum SWO value.

Thus a Service Work Order (SWO) shall be issued to the Collaborator. Key Personnel shall be assigned to the research project throughout the project duration on continuous basis or as agreed by Superintendent of the Contract.

During the execution of a SWO, the Company may alter the scope of the SWO by amending the requirements and where necessary shall issue a revised SWO based on mutual agreement between the two Parties.

No SWO shall be issued, wherein the unit rate for any item required for execution of the services are not available in the Contract unless such unit rates are included in Contract through issuance of Adjustment Order.

6. PROGRESS MEETINGS AND PROGRESS REPORTS

- 6.1 With reference to clause 28.1.1 of the General Conditions of Contract, the progress meetings via video conference or face to face shall be held at least once per quarter between Research Collaborator and the Superintendent or the Superintendent's Representative. Company may request additional meeting to be held on Company's premises as and when instructed by the Superintendent or the Superintendent's Representative and / or as specified in the Service Work Order (SWO).
- 6.2 With reference to clause 28.2.1 of the General Conditions of Contracts, Research Collaborator shall submit the following formal written reports:
 - 6.2.1 Quarterly report to convey the status of progress till the end of preceding calendar quarter shall be submitted by the Research Collaborator to the Superintendent of Contract within forty-five (45) days after the end of preceding calendar quarter. The Quarterly Progress report for each of the Service Work Order (SWO) shall include appropriate metrics regarding progress toward technical milestones.

CONTRACT SPECIFICATION

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES.

- 6.2.2 Milestone completion reports for the SWO shall be submitted by the Research Collaborator to the Superintendent of Contract within fifteen (15) days after the date of completion of respective milestone.
- 6.2.3 Final Processing report for each Service Work Order (SWO), which shall consist of the following:
- a. Two (2) copies of the Final Processing Report. This report shall include details of all the processing tests carried out before finalizing the processing parameters, describing the processing steps used.
 - b. Two (2) copies of the testing reports including details of the processing tests carried out before finalizing the processing parameters for each area.
 - c. The CDs containing the textual data, figures, diagrams and the like of all the above final reports shall be provided to the Company at the same time of submission of the Final Report.
- 6.3 With reference to clause 30 of the General Conditions of Contracts, the Research Collaborator on completing each of the Service Work Order (SWO) and acceptance on final processing report by the Superintendent of the Contract shall apply to the Company for a Certificate of Completion for respective SWO.
- 6.4 The Research Collaborator shall be solely responsible for the preparation and presentation of quarterly progress reports, milestone completion reports, and final report to the Company.
- 7. RESEARCH COLLABORATOR'S PERSONNEL**
- 7.1 With reference to Appendix D to Contract Specification, the Research Collaborator's personnel must have the minimum qualifications and experience as stated in each SWO.
- 7.2 The Research Collaborator's Personnel shall visit the Company office to collect data, attend meetings and conduct reports presentations, whenever required.
- 7.3 The Research Collaborator shall provide all their personnel who work at Company's premises with air fare to and from their home office to KOC facility in Kuwait, lodging, boarding, medical care, local transport, other incidental expenses and the necessary hardware, the cost of which is deemed included in the Contract Price.
- 7.4 The Research Collaborator shall submit the CVs of proposed personnel deployed under each SWO for the approval of the Superintendent within 30 days or within a reasonable time, as specified by Superintendent of the Contract from the date of the signing of the SWO.
- 7.5 Research Collaborator shall not replace any personnel working under this each SWO without approval of the superintendent of Contract.

CONTRACT SPECIFICATIONMASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES.

- 7.6 The Research Collaborator shall coordinate with Superintendent's Representative and arrange to obtain security passes for its personnel and vehicles for the different Company laboratories and offices when needed and Company shall provide necessary assistance.
8. **INSURANCE-** This Clause of Contract Specification and Clause 23 of GCC is Deleted
- ~~8.1 With reference to clause 23.2 of the General Conditions of Contract, the Research Collaborator's General Third Party Liability Policy shall be limited to Kuwaiti Dinar 150,000/- for any one occurrence, the number of occurrences being unlimited.~~
- ~~8.2 With reference to clause 23.4 of the General Conditions of Contract the Research Collaborator shall obtain an employer's Liability Policy with a minimum limit of Kuwaiti Dinar 25,000/- for any one occurrence, the number of occurrences being unlimited.~~
- ~~8.3 With reference to clause 23.6 of the General Conditions of Contract, the Research Collaborator's Professional Liability and Indemnity Policy shall have the minimum cover for the sum equivalent to Not to Exceed Value of Contract.~~
- ~~8.4 If the Research Collaborator fails to pay the insurance premium due to the insurance company, the Company's representative (Superintendent of the Contract) shall deduct the insurance premium payable to the insurance company from the Research Collaborator's Invoice (Payment request letter) under the Contract.~~
- ~~8.5 The Research Collaborator shall effect and maintain throughout the Contract period the insurance policies specified in clause 7, at its own expenses with the Kuwaiti national insurance company duly approved by the Company.~~
9. **FEES AND PAYMENT**
- 9.1 With reference to clause 36 of the General Conditions of Contract, the Not-To-Exceed value of the Contract Price is as specified in the Memorandum of Agreement.
- 9.2 Payment for each SWO shall be made for the milestones achieved in the quarter as per unit rates specified in the SWO. Payment shall be made for actual resources subject to maximum amount for the milestones specified in the SWO.
- 9.3 The Research Collaborator shall submit Invoice (Payment request letter), with all supporting documents for payment for those parts of the Services performed, milestone achieved and approved by the Superintendent of the Contract for payment according to the Service Work Order (SWO).
- 9.4 The Research Collaborator shall submit Invoice (payment request letter), on quarterly basis for each Service requested by the Company, to the Company's Financial Accounts Department claiming payment for the Service rendered.
- 9.5 Invoice (Payment request letter) for Services being performed by the Research Collaborator on a continuous basis at the time of raising of Invoice (Payment request letter) shall be submitted for the Services carried out to achieve milestone during the previous

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CONTRACT SPECIFICATION

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES.

quarter. The Invoice (Payment request letter) shall be accompanied by all supporting documents including time sheets showing hours worked, duly certified by the Superintendent or Superintendent's Representative. In case of a series of services comprising the Services provided within a short period of time, the Research Collaborator shall include all such Services in one Invoice (Payment request letter).

- 9.6 The man-days considered in Invoice (Payment request letter) shall commensurate with the progress of services for the respective project. The total Invoice (Payment request letter) value for the project shall not exceed the total amount specified for the respective milestone of the Service Work Order.
- 9.7 Research Collaborator shall submit Payment receipt letter confirming receipt of payment against respective Invoice (Payment request letter).
- 9.8 **Method of payment**
- 9.8.1 The Research Collaborator shall submit its Invoice (Payment request letter) for payment to the Company's Accounts Payable Team. The Research Collaborator's Invoice (Payment request letter) shall include the following documents:
- a) The Research Collaborator shall indicate the Contract number and the Superintendent of the Contract.
 - b) Superintendent's approval of quarterly status report of research progress, report delivery acceptance, certification for achieved milestone as per SWO, time extension approval (if any) and time sheets.
- 9.8.2 Before the Invoice (Payment request letter) is submitted to Accounts payable Team, Invoice (Payment request letter) shall be forwarded to the superintendent of the Contract for approval and issuing a CRP (Contract Receipt and Payment) and the CRP shall be submitted along with Original Invoice (Payment request letter) to Accounts Payable Team reception
- 9.8.3 The Company shall endeavor to make payment within thirty (30) days of receipt of all completed and undisputed Invoice (Payment request letters) to a bank account nominated by the Research Collaborator.
- 9.9 **Not-to-Exceed Value for Contract**
- 9.9.1 The Not-to-Exceed Value is the total cumulative expenditure under the Agreement.
- 9.9.2 The Research Collaborator shall inform the Superintendent immediately if it reasonably considers that the actual cost of the research projects and other non-project type initiatives is likely to exceed the Not-to-Exceed-Value and shall, if instructed by the Superintendent, recommend methods to reduce or hold costs within the Not-To-Exceed-Value.

CONTRACT SPECIFICATION

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES.

- 9.9.3 The Research Collaborator acknowledges that it has a duty of care to take all reasonable steps to ensure that the cost of the Services under the Contract does not exceed the Not-to-Exceed-Value.
- 9.9.4 The Superintendent may propose to adjust (increase or decrease) the Not-to-Exceed-Value by raising an Adjustment Order in writing.
- 9.9.5 The Not-to-Exceed-Value shall not be construed as a commitment or a guarantee by the Company to request research projects or other non-project type initiatives from the Research Collaborator which would incur expenditure up to the Not-to-Exceed-Value.

10. PROCEDURE FOR APPROVAL OF DELIVERABLES

- 10.1 The Research Collaborator shall submit the quarterly status reports of Research progress. Upon completion of the Scope-of-Service, the Research Collaborator shall submit final report and any other deliverable as applicable in accordance with the deliverables mentioned in SWO.
- 10.2 The Superintendent shall review the quarterly progress report, milestone completion report, final report, any other deliverable, and approve them or offer comments for the Research Collaborator to revisit and resubmit within three (3) weeks.
- 10.3 The Research Collaborator shall revise and amend the quarterly progress report, final report and any other deliverable following the comments referred to in clause 10.2 and resubmit them to the Company for approval. The deliverables shall not be considered as having been delivered unless approved by the Company.

11. SUPERINTENDENT AND SUPERINTENDENT'S REPRESENTATIVE

With reference to clause 11 of the General Conditions of Contract, the Superintendent of the Contract shall be the Company's Manager Research and Development or such other person as is notified in writing to the Research Collaborator by the Company. The Superintendent's Representative shall be Team Leader R&D Programmes or such other person as is notified in writing by the Superintendent of the Contract.

12. NOTICES

With reference to clause 44 of the General Conditions of Contract, all notices to be given by the parties shall be given at the following addresses unless otherwise advised to the contrary by either party. Where the parties do not advise of change of address, any notice forwarded to the following addresses shall be considered properly served:

The Company:

Manager Research & Development Group
Kuwait Oil Company (K.S.C)
New Main Office Room No 161,
P.O. Box 9758,
Ahmadi 61008,
Kuwait.

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MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES.

The Research Collaborator:

• Please include a physical (Street) address	Prof. Taher Al-Sahhaf, CC Dr. Laila Naif Marouf, Asst. Vice President for External Research Collaboration & Consultation, Research Sector, Kuwait University, P.O Box 5969, Safat 13060 Kuwait.
Tel:	(965) 24985259
Fax:	(965) 24841709
Email:	Laila.marouf@ku.edu.kw

13. TAXES AND DISCLAIMER

With reference to clause 34.3 of the General Conditions of Contract, the Research Collaborator shall at the end of the Contract and before the last payment under the Contract shall sign the disclaimer in the form attached.

14. LIQUIDATED DAMAGES

Not Used

15. PERFORMANCE BOND

Not Used

16. MODIFICATIONS TO THE GENERAL CONDITIONS OF CONTRACT

16.1 Clause 18 of the General Conditions of Contract shall be replaced as follows: And these Health Safety and Environment provisions that are applicable to this Engagement shall remain effective, and only to the extent that Research Collaborator when working at Company operational sites.

"18. HEALTH, SAFETY AND ENVIRONMENT

18.1 The Company places prime importance on health, safety and environment ("HSE") issues and requires that the Research Collaborator adheres and actively pursues the highest standards of HSE performance.

18.2 The Research Collaborator shall be deemed to have acquainted itself and shall comply insofar as applicable with the terms, standards and specification stated in Resolution No. 210 for 2001 issued by the Environment Public Authority containing the Executive Terms of Reference for Law No. 21/1995 amended by Law No. 16/1996.

GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

obligations and liabilities as are imposed upon the Consultant under the terms of this Contract.

11. SUPERINTENDENT AND SUPERINTENDENT'S REPRESENTATIVE

11.1 The Company may from time to time appoint a Superintendent for the Services. The Superintendent shall be the Company's representative with respect to the performance of the Works and the administration of the Contract and is authorised to give instructions in relation thereto.

11.2 The Superintendent may at any time review and inspect the Services, or any portion of them, and the Consultant shall give him access, at all reasonable times, to the Consultant's and sub-consultant's quality control procedures, tools and data, including computer and scheduling programs and reports. The Superintendent may reject any drawings, specifications or reports which do not comply with the requirements of the Contract.

11.3 The Superintendent is authorised to make final decisions on all questions involving the interpretation of the Company's requirements and any documents furnished by the Company to the Consultant.

11.4 The Superintendent may from time to time appoint a Superintendent's Representative and delegate to him any of the powers and authorities vested in the Superintendent. Any instruction or approval given by the Superintendent's Representative to the Consultant within the terms of such delegation shall bind the Consultant as though it had been given by the Superintendent, provided always that:

11.4.1 failure of the Superintendent's Representative to disapprove any work or Services shall not prejudice the power of the Superintendent thereafter to disapprove such work or Services and to order the re-performance thereof;

11.4.2 if the Consultant is dissatisfied by reason of any decision of the Superintendent's Representative it may refer the matter to the Superintendent within seven (7) calendar days of such decision by the Superintendent's Representative, who shall thereupon finally confirm, reverse or vary such decision.

11.5 The Superintendent shall not delegate to the Superintendent's Representative the authority and powers under clauses 35, 39, and 40.

11.6 The Superintendent's Representative shall monitor the Services and may at any time review, examine and inspect the Services and any materials to be incorporated into the Services, and the Consultant shall give him access, at all reasonable times, to the Consultant's, sub-consultant's, quality control procedures, tools and data, including computer programmes, scheduling programs and reports. The Superintendent may

GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

7.3 Where different standards relative to the same matter appear or are referred to in the Contract, then the most stringent of such standards shall apply.

8. INDEPENDENT CONSULTANT STATUS

8.1 For the purpose of the performance of the Services, the parties acknowledge that the Consultant is an independent principal and is not an agent of the Company.

8.2 The Consultant has no authority to bind the Company in any way without the express prior agreement of the Company.

8.3 All persons employed by the Consultant or introduced by the Consultant on the Services shall be deemed employees (or agents as the case might be) solely of the Consultant, and all debts, liabilities, and obligations of any kind imposed upon or incurred by the Consultant in the performance of the Services shall be debts, liabilities and obligations solely of the Consultant.

9. ASSIGNMENT

The Consultant shall not assign the Contract without the prior consent of the Company nor shall the Consultant without the prior consent of the Company assign any benefit or interest in or under the Contract, except where an official assignment of any moneys due or to become due under this Contract is made in favour of the Consultant's bankers.

10. SUBCONTRACTING

10.1 The Consultant shall not subcontract the whole or any part of the Services without the Company's prior consent. Where subcontracting is a specific requirement of the Contract, or where the Company consents to subcontracting, the subcontracting shall not act as a waiver of any of the Consultant's liabilities or obligations under the Contract and the Consultant shall be responsible for the acts, defaults and neglects of any sub-consultant, its agents, servants or workmen as if they were the acts, defaults and neglects of the Consultant, its agents, servants or workmen. Subcontracting shall not create any contractual relationship between any sub-consultant, and the Company.

10.2 The Consultant shall not be liable, notwithstanding the provisions of clause 22.1 in respect of any sub-consultant or Vendor nominated by the Company being in default, provided that the Consultant itself is not the cause partially or wholly of such default. For the purposes of this clause a Company nominated sub-consultant or Vendor shall not include a sub-consultant or a Vendor selected by the Consultant from a list (of whatever number) of Company approved or recommended sub-consultants or Vendor.

10.3 All agreements made between the Consultant and any sub-consultant must be in writing and must provide that in respect of the work or goods the subject of the subcontract, the sub-consultant shall be bound to the Consultant under the same

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GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

the Contract. No changes, amendments or modifications of any of the terms and conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

3.2 Any review, agreement or approval by the Company related to the Services shall not act as a waiver of the Consultant's obligations under the Contract.

3.3 The cost of any review period stipulated in the Contract shall be deemed to have been built in the Contract Price.

4. WAIVER

None of the provisions of the Contract shall be considered waived by the Company except when such waiver is made in writing through an Adjustment Order. No such waiver shall be or be construed to be a waiver of any past or future default, breach or modification of any of the terms and conditions of the Contract except as expressly stated in such waiver.

5. INSPECTION

Inspection or non-inspection, witnessing or non-witnessing, approval or non-approval by the Company or its representatives of any matter required to be done by the Consultant shall not be construed as acceptance by the Company nor act as a waiver of the Consultant's obligations to comply with the requirements of the Contract and being free from defects and capable of performing its proper function.

6. EXTENT OF CONTRACT

The requirements of the Contract comprise the performance and completion of the Services and the provision of all personnel, transport, vehicles, tools, equipment, materials, whether of a temporary or permanent nature, required in and for such performance and completion so far as the necessity for providing them is specified in, or reasonably to be inferred from the Contract.

7. DOCUMENTS MUTUALLY EXPLANATORY

7.1 All parts of the Contract are intended to be correlative and complementary and any obligation imposed by one part and not mentioned in another shall be performed to the same extent and purpose as though required by all. The misplacement, addition or omission of a word or character shall not change the intent of any part of the Contract from that set forth by the Contract as a whole.

7.2 Ambiguities or discrepancies between the documents shall be explained and adjusted by the Superintendent by way of instruction to the Consultant and the Consultant shall comply with such instruction.

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- 1.12 "Not-to-Exceed Value" has the meaning ascribed in clause 36.6.
- 1.13 "Programme" means the programme of work referred to in clause 27 upon having been approved by the Superintendent.
- 1.14 "Services" means and includes all those things to be done or provided by the Consultant together with all other obligations to be performed by, and responsibilities of the Consultant under and pursuant to this Contract.
- 1.15 "Superintendent" means the person referred to in clause 11 or such other persons appointed from time to time by the Company and notified in writing to the Consultant as the Superintendent for the purposes of the Contract.
- 1.16 "Superintendent's Representative" means the person or persons referred to in clause 11 and in the Contract Specification or such other persons or appointed from time to time by the Superintendent.
- 1.17 "Variation" means an increase, decrease or changes to the Services pursuant to an Adjustment Order.
- 1.18 "Vendor" means any manufacturer or supplier who provides equipment or material for the Services.

2. LANGUAGE AND INTERPRETATION

- 2.1 All communications in connection with this Contract and its performance shall be in the English language.
- 2.2 Words importing the singular number include the plural and vice versa where the context requires. Words importing a gender shall include all genders and words importing persons shall include incorporated associations and partnerships and any entity with legal standing.
- 2.3 The words "agree", "agreement", "approval", "approved", "authorisation", "authorised", "confirm", "confirmation", "consent", "delegate", "direct", "direction", "instruct", "instruction", "notice", "order", "permission" or "permit" wherever used by the Company shall mean in writing.
- 2.4 Unless otherwise specified, all reference to clause numbers is restricted to these General Conditions of Contract for Consultancy Services contained in this document.

3. ENTIRE AGREEMENT

- 3.1 The Contract embodies the entire agreement between the Company and the Consultant. The parties shall not be bound or obligated by any statement, representation, promise, inducement or understanding of any nature not set forth in

KUWAIT OIL COMPANY (K.S.C.)
(Register of Commerce No. 21835)

GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

1. DEFINITIONS

The following expressions shall, unless the context otherwise requires or is otherwise defined, have the meanings hereby assigned to them:

- 1.1 "Adjustment Order" means a written adjustment to the Contract signed by both parties pursuant to instruction issued by the Superintendent to the Consultant to execute a Variation as referred to in clause 35.
- 1.2 "Certificate of Completion" means the certificate issued by the Superintendent stating that the Consultant has completed the Services and as further detailed in clause 30.
- 1.3 "Consultant" means the person or persons, firm or company named in the recital to the Memorandum of Agreement and includes the Consultant's Representative, successors and permitted assignees.
- 1.4 "Contract" means the aggregate of documents specified in the Memorandum of Agreement.
- 1.5 "Contract Period" means the period commencing from the Date for Commencement until expiry of the Date for Completion.
- 1.6 "Date for Commencement" means the date from which the Consultant shall commence the Services and as further described in the Contract Specification.
- 1.7 "Date for Completion" means the last day by which the Consultant shall complete the Services, and as further described in the Contract Specification.
- 1.8 "day" means a calendar day, "month" a Gregorian calendar month, and "year" a Gregorian calendar year.
- 1.9 "Fees" means the fixed lump sum price or rates stated in the Form of Tender and its attachments forming the Contract, payable to the Consultant for the Services performed.
- 1.10 "Final Acceptance Certificate" means the certificate issued by the Superintendent stating that the Consultant has complied with its obligations under the Contract and as further described in clause 32.
- 1.11 "Force Majeure" has the meaning ascribed to it in clause 43.

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4	<u>Waiver</u>
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19.4 The Research Collaborator shall subcontract not less than 30% of the scope of the Contract to local approved contractors.

19.5 The Research Collaborator shall submit periodical reports during the entire Contract Period to the Superintendent indicating status of compliance with Article 87 of the Public Tender Law.

19.6 The Research Collaborator shall be solely responsible for compliance with Article 87 of 49/2016 of the Public Tender Law.

20. PREFERENCE OF LOCAL AND GCC PRODUCTS

The Research Collaborator shall apply 15% price preferences for products/materials from local or GCC countries.

21. COMPLIANCE TO THE PUBLIC TENDER LAW

The Research Collaborator shall ensure compliance with all applicable provisions of the New Public Tender Law No. 49/2016 and Executive Regulations.

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disclosure thereof, but excluding any Intellectual Property Rights pertaining thereto. Nothing in this Agreement shall affect ownership of any Background.

- 17.4 Non-commercial Licensing rights for Background IP : Each party grants to the other party a nonexclusive, non-transferable, worldwide, and fully paid-up revocable license in its Background Intellectual property required for the execution of the research project.
- 17.5 If any Party requires access to Background of any other Party, to execute the research project and/or to facilitate the commercial exploitation of any Results, the other Party shall grant their consent to such use, but only to the extent that any existing obligations they may have permit, and subject to such terms and conditions, including financial terms, as are reasonable in the circumstances.
- 17.6 Commercialization of IP: The terms and conditions for any Foreground IP commercialisation shall be determined by a separate written agreement.
- 17.7 The Research Collaborator shall indemnify, defend and save harmless the Company against all liability, claims, losses, cost, and direct damages incurred by the Company, or arising out of or in connection with any claim or actions based on infringement or alleged infringement of any intellectual property rights including patents, copyrights or trademarks related to the design, materials, processes or deliverables furnished by the Research Collaborator under the Contract or the processes or actions employed by or on behalf of the Research Collaborator in connection with performance of the Services.
- 17.8 The provisions of this clause 37 shall survive termination, expiry or completion of this Contract.

18. Governance Frame Work

With reference to Appendix A clause 4 no amount shall be paid to the Research Collaborator for attending Management Committee meetings and participating in Governance Frame work. The cost shall be deemed included in research collaborator manpower rates.

19. LOCAL CONTENT

- 19.1 The Research Collaborator observes and acknowledges the provisions of Article 87 of Public Tender Law 49/2016 for the Local Content and shall ensure full compliance with the requirements of the said provisions.
- 19.2 The Research Collaborator shall provide not less than 30% of all the materials as required for the Contract from local manufacturers.
- 19.3 If local manufactured materials are not available to meet the 30% requirements, the Research Collaborator shall submit to the Superintendent documentary evidence that required material for the Contract are not available through local manufacturers. In such event, the Research Collaborator shall procure materials of foreign manufacturers through local vendors to satisfy the said requirement.

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16.4 A new clause to be added as Clause 38.3 to read as follows: (Existing Clause 38.3 is read as 38.4)

"The Research Collaborator agrees to keep strictly confidential all technical and commercial information received under this Contract from the Company including, without limitation, all information and data files and to restrict the use of such information to the purposes indicated in this Contract.

16.5 The following clauses of the GCC stand modified.

GCC Clause	Description
22	<p>Limitation of Liability (Clause 22 of General Condition of Contract) shall be amended to read as follows:</p> <p>22.1 It is expressly agreed that neither party shall be liable to the other for any consequential, indirect or special damages, including loss of profits and business interruptions howsoever caused. Each party shall defend, indemnify and hold the other party harmless in respect thereof.</p> <p>22.2 The indemnities specified in clauses 21 and 22 are given by the parties regardless of the cause of injuries, death, loss or damage and regardless of whose liability the injuries, deaths, losses, damage and claims might otherwise be</p>
26.2	<p>The Company working days are Saturday through Thursday except if they fall on Company declared holidays</p>

17. INTELLECTUAL PROPERTY RIGHTS

With reference to clause 37 of the General Conditions of Contract, the Intellectual property rights shall be replaced as follows:

17.1 Foreground IP Definition & Ownership: The Company and Research Collaborator shall equally own any Foreground Intellectual Property, arising solely and directly as a result of the Project; where Intellectual Property (IP) means patents, design rights, (both registered and unregistered), semiconductor topography rights, database rights, copyrights, confidential know-how and any other form of intellectual property protection either arising automatically at law, or arising further to any statutory procedure and including any application for the same in any inventions, designs, trademarks, computer software, reports, drawings and other works and information; and Foreground means, results or such Information as is generated in implementation of the Project, whether through externally funded research projects or otherwise, together with any Intellectual Property Rights arising in relation thereto.

17.2 Cost of Foreground IP Protection: All expenses related to IP protection (including those related to preparation, prosecution and maintenance) of the joint foreground intellectual property (as defined in clause 37.1) shall be equally shared and detailed term and conditions shall be defined through a separate written agreement.

17.3 Background IP Definition and Ownership: All Background, where Background means, such Information (other than the Results) and Intellectual Property Rights, which is introduced to or is used in implementation of the Project and which at the date hereof is in, or during the continuance, and other than as a result of, the Project comes into the ownership or control of a Party and which such Party is free to disclose, shall when used in connection with the Project remain the exclusive property of the Party introducing the same. Information means (without limitation) samples, drawings, specifications, photographs, samples, models, processes, procedures, instructions, software, reports, papers, correspondence and any other technical or commercial information, data and documents of any kind, and including oral information if confirmed in writing within 30 days after the

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“20. APLICABILITY OF STATE LAWS

“20.1 The Research Collaborator, insofar as applicable, shall comply with all Laws of the State of Kuwait regarding any matter affecting the Contract and shall indemnify the Company against all losses resulting from breach of any such Laws.

20.2 The Research Collaborator, without prejudice to the generality of clause 20.1 shall be deemed to have acquainted itself in detail with all laws relating to:

20.2.1 social security;

20.2.2 the issue of work permits to non-Kuwaiti workers in the private sector;

20.2.3 safety and the protection of public utilities and resources;

20.2.4 HSE;

20.2.5 the protection of Kuwaiti industrial products and the protection of Kuwaiti industry;

20.2.6 working hours, overtime and rest days of the Personnel employed by the Research Collaborator;

20.2.7 the employment of Kuwaiti manpower;

20.2.8 declaration of commissions in connection with State contracts, and where such Law is applicable or becomes applicable to the Contract, the Research Collaborator shall serve on the Superintendent within the time limit specified by such Law a declaration in the form required, if such a declaration was not made by the Contactor at the time of submitting any bid in relation to the Services;

20.2.9 notifications to be made by Research Collaborators about their sub Research Collaborators;

20.2.10 the establishment and operation of the Environment Public Authority;

20.2.11 the import and customs duties applicable to the shipment and import of goods into Kuwait;

20.2.12 the import and storage of explosive charges and detonators; and

20.2.13 the import and storage of radioactive sources and other hazardous materials.”

16.3 With reference to clause 20.2.6 of the General Conditions of Contract, Labour Law N° 38/64 shall be replaced with Labour Law N° 6/2010 and all relevant Ministerial Orders thereto shall apply, and any cost related thereto shall be borne by the Research Collaborator and shall be deemed included in the Contract Price.

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explosive ordnance may be within the confines of the Site and other designated areas and/or be reintroduced into such areas. As a consequence, there are potential dangers concerning the discovery and making safe of newly discovered items of explosive ordnance.

18.28.3 Whilst the Company has taken reasonable precautionary measures to ensure that the Site and surrounding areas are free from unexploded ordnance, the Research Collaborator shall exercise extreme care during the performance of the Works, and at all times be vigilant and instruct its Sub Research Collaborators and Personnel to take extreme care as to the dangers of explosive ordnance.

18.28.4 As part of its Personnel orientation programme, the Research Collaborator shall require all of its Personnel and its Sub Research Collaborator's Personnel who are likely to attend any Site to attend a training programme provided by the KOC Asset HSE Team prior to Job Start Date. The Research Collaborator shall make available interpreters to provide translation into English or the native language(s) of the Personnel participating in the orientation programme.

18.28.5 The Research Collaborator shall include in the HSE plan and in its policies for work at the Site procedures relating to:

- a) unexploded ordnance recognition;
- b) notifying the Superintendent of the suspected existence of unexploded ordnance;
- c) securing an area which is sufficient (in the reasonable opinion of the Company) to allow for safe disposal of the ordnance;
- d) precautions and action to be taken upon discovery; and
- e) granting the Superintendent and any Research Collaborator engaged by him for the purpose full access and cooperation in order for disposal to be undertaken.

Such procedures shall be implemented whenever unexploded ordnance is suspected of being present at or within the vicinity of the Site.

18.28.6 Under no circumstances whatsoever shall the Research Collaborator utilise any area of the Site, designated access roads, designated areas for the Research Collaborator's offices, lay-down areas and other temporary facilities that have not been declared "cleared of unexploded ordnance."

16.2 Clauses 20.1 and 20.2 of the General Conditions of Contract shall be replaced as follows:

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- 18.22 The Research Collaborator shall fully comply with the Company's HSEMS Guidelines for Research Collaborators with respect to all vehicles.
- 18.23 The Research Collaborator shall ensure that all its drivers comply with the State regulations and State Traffic Department rules. The Research Collaborator shall ensure that all its personnel shall use seat belts during transportation. The Research Collaborator shall not transport personnel neither standing nor sitting on the floor of buses or in the rear or bed of trucks nor under a makeshift canopy.
- 18.24 The Research Collaborator's HSE performance shall be measured with regards to their compliance with the requirements stated in this clause 8, in the Company's HSEMS Guidelines for Research Collaborators and applicable HSE procedures and guidelines. The Research Collaborator shall submit its HSE performance report as per the Company's guide to Research Collaborator's monthly HSE performance reports.
- 18.25 The Research Collaborator shall conduct monthly safety observation and conversation ("SOC") using the Company guidelines and forms as directed by the Superintendent and as further specified in the Contract Specification.
- 18.26 The Research Collaborator shall not use portable electronic devices in the Company operational areas unless such devices are certified to be intrinsically safe by an approved certifying agency. Such devices include mobile phones; wireless devices; laptops; palmtops; organisers; pocket PCs; radios; audio equipment and the like.
- 18.27 The Research Collaborator acknowledges that photography is prohibited in the Company operational areas and that the Research Collaborator shall not use in those areas, mobile phones, watches and all other equipment and tools that have photographic features.
- 18.28 **Explosive Ordnance**
- 18.28.1 The Research Collaborator acknowledges and is hereby placed on notice that unexploded ordnance disposal within the confines of the Site, together with the designated access roads, designated areas for the Research Collaborator's office, lay-down areas and other temporary facilities may have been performed on behalf of the Company by professional ordnance disposal Research Collaborators using visual and/or mechanical means. Where the Company notifies the Research Collaborator that this is the case, the Research Collaborator shall provide the Superintendent with all information required in order for the Superintendent to issue an explosive ordnance clearance certificate for the Site.
- 18.28.2 The Research Collaborator further acknowledges and is hereby placed on notice that due to sand coverage and possible re-introduction of explosive ordnance due to winds and subsequent movement of sand, undetected

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in accordance with safe working practices. Work so suspended shall not be resumed until the Research Collaborator has satisfied the Superintendent or the Superintendent's Representative to the adequacy of the safety precautions employed. The Research Collaborator shall not be entitled to claim for extra expense or lost time arising out of any reasonable order to cease work for safety or for any reasonable requirement to take adequate safety measures having regard to the circumstances of the Works.

- 18.17 The Research Collaborator shall inform the Company immediately of any incident causing death, injury to personnel, any adverse effect to the environment or damage to any property including near misses, followed by an accident/incident report within twenty-four (24) hours. The Research Collaborator shall hold a thorough incident investigation immediately after any incident, determine the cause, and take preventive measures to avoid re-occurrence. The Research Collaborator shall submit such report to the Superintendent. The Research Collaborator if directed by the Company shall demonstrate mock-up of the accident and the corrective action taken to prevent such reoccurrence in the Company's HSE forum and safety meetings.
- 18.18 The Research Collaborator, in case of any emergency, shall immediately mobilize all resources to combat the emergency and coordinate with the Company and Company's other Research Collaborators.
- 18.19 The Research Collaborator shall take all necessary measures to protect the Works and the Company's existing facilities against accidents and occupational hazards.
- 18.20 The Research Collaborator shall adhere to the Company's driving procedures and specified speed limits in Company's operating areas and within Ahmadi. In the event that any of the Research Collaborator's personnel do not follow the speed limits, the Company may direct the Research Collaborator to replace such personnel at no additional cost to the Company.
- 18.21 The Research Collaborator shall ensure that buses, cars, trucks, vans and other vehicles shall:
- 18.21.1 safe, reliable, roadworthy and suitable for the Site conditions;
 - 18.21.2 not be older than 5 years at any time when utilised for the Contract;
 - 18.21.3 be regularly serviced and maintained in accordance with the manufacturers' recommendation ;
 - 18.21.4 be subject to inspection by the Company's Transport Operation Team as per agreed schedule; and
 - 18.21.5 All Research Collaborator's light vehicles and vehicles transporting personnel used on the Works shall have installed speed monitors and submit monthly report in the format approved by the Company.

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- 18.9 The Research Collaborator shall provide all safety equipment required by the Company Procedures on HSE or notified by the Company as required in connection with the performance of the Works.
- 18.10 The Research Collaborator, where the nature of the Works requires, shall provide its personnel and its Sub Research Collaborator's personnel with personal protective clothing and equipment, such as hard hats, gloves, safety shoes, safety glasses, breathing apparatus, personal hydrogen sulphide ("H₂S") gas detectors and any other appropriate safety wear which may be required in connection with the safe performance of the Works, and which shall be maintained by the Research Collaborator in good condition. The Research Collaborator shall ensure that all its personnel's protective equipment complies with the relevant international standard specification and are presented to the Superintendent for approval prior to their use.
- 18.11 The Superintendent or the Superintendent's Representative may test at any time any item of the Research Collaborator's equipment and vehicles. The Research Collaborator shall remove and replace at no extra cost to the Company any item of equipment or vehicles which in the opinion of the Superintendent or the Superintendent's Representative, is unsafe.
- 18.12 The Research Collaborator shall ensure that all Works are carried out with due diligence to the preservation of air, water, soil and animal and plant life. Procedures adopted in this respect shall be in compliance with applicable Company's HSEMS Guidelines for Research Collaborators, HSE guidelines, procedures and regulations and with all regulatory requirements of the State of Kuwait. In the absence of specific national, regional or international standards or guidelines, normal-good international oil & gas industry practices shall be adopted.
- 18.13 The Research Collaborator shall not dispose of untreated sewage, oil spills, chemicals and the like to ground. The method of sewage disposal shall be subject to the Company approval. The Research Collaborator shall collect untreated sewage in appropriate containers and remove it from the Site and transport it to State approved disposal facilities.
- 18.14 The Company may inspect the Site from time to time to ascertain the Research Collaborator's HSE preparedness and ensure compliance with the Company's HSEMS Guidelines for Research Collaborators as well as with the Research Collaborator's approved HSE plan, and that the Works are being performed in accordance with safe working practices.
- 18.15 The Research Collaborator shall ensure that its personnel undergo periodic medical check-ups as per Kuwait Labour Law.
- 18.16 The Superintendent or the Superintendent's Representative may order the cessation of any work, which in his sole opinion, he reasonably considers is not being carried out

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- 18.3 The Research Collaborator shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the Works and shall ensure that the Works are carried out in accordance with the requirements of HSE stipulated in Kuwaiti Law, Governmental regulations, guidelines of statutory bodies and safe working practices as required by the Company. The Research Collaborator shall strictly comply with the Company's latest version of the Health, Safety & Environmental Management Systems ("HSEMS") Guidelines for Research Collaborators existing on the date prior to the last date for submission of bid which shall form part of the Contract.
- 18.4 The Research Collaborator shall submit a preliminary HSE plan with its bid based on Company's HSEMS Guidelines for Research Collaborators and other requirements stipulated in the tender document. The HSE plan shall be for all phases of the Works.
- 18.5 The Research Collaborator, within fourteen (14) days after the Date for Commencement unless otherwise specified in the Contract, shall submit for the Superintendent's approval its detailed HSE plan based upon the preliminary HSE plan. The Company shall within fourteen (14) days approve or direct the Research Collaborator to make amendments to ensure that the HSE plan is in accordance with the requirements of the Contract.
- 18.6 The Research Collaborator shall arrange and attend an HSE orientation meeting prior to the Commencement Date, at which the Company and the Research Collaborator shall identify issues arising from the Company Procedures on HSE which are of concern in relation to the Works.
- 18.7 The Research Collaborator shall ensure that its personnel and Sub Research Collaborator's personnel are fully familiar and shall comply with Company's HSEMS Guidelines for Research Collaborators and Research Collaborator's approved HSE plan. The Research Collaborator prior to the Date for Commencement shall attend an orientation meeting with the Superintendent's Representative. The Research Collaborator shall also ensure that all its personnel and Sub Research Collaborator's personnel are given all the necessary HSE awareness training which enables them to carry out the Works safely. The Research Collaborator shall comply with all the applicable requirements for HSE training and HSE awareness as stipulated in the Company's procedure for HSE Training, Awareness and Continued HSE Learning Process (KOC.GE.028).
- 18.8 The Research Collaborator shall ensure that the Site work is carried out only after a work permit or excavation permit and/or other permits are obtained from the Company. The Research Collaborator shall obtain work permit and excavation permit in a timely manner so as to ensure uninterrupted progress of the Works. The Research Collaborator, as and where applicable, shall obtain permits, approvals and authorisations from Government and other related agencies.

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reject any drawings, specifications, reports or Services which do not comply with the requirements of the Contract, but shall have no authority to relieve the Consultant of any of its duties or obligations under the Contract nor, except as expressly provided hereunder, to order any work involving delay or any extra payment by the Company nor to make any Variation to the Services.

12. CONSULTANT'S REPRESENTATIVE

The Consultant shall nominate a person prior to the commencement of the Services, to act as the Consultant's representative with full responsibility and authorisation to act on behalf of the Consultant concerning all matters arising out of or in connection with this Contract and inform the Company of the name, address, telephone and fax numbers of such person, within three (3) days of signing of the Contract. Such representative shall, on behalf of the Consultant, receive notices, directions and instructions from the Superintendent or the Superintendent's Representative.

13. CONSULTANT'S OBLIGATIONS

13.1 Professional Standard of Care

The Consultant shall perform the Services in a diligent manner to the standard of skill and care expected of a Consultant's personnel experienced in the provision of the Services required by the Company pursuant to this Contract.

13.2 Knowledge of Requirements of the Company

The Consultant shall use all reasonable efforts to inform itself of the requirements of the Company and shall regularly consult with the Company during the performance of the Services.

13.3 Discrepancies in Information

The Consultant shall, if it considers that information, documents and other particulars made available by the Company to the Consultant are inadequate or contain errors or ambiguities, give immediate notice to the Company detailing the errors or ambiguities.

13.4 Company Provided Materials

The Consultant shall protect and keep safe and secure all materials and documentation provided by the Company to the Consultant. Upon discharge of this Contract by performance or termination, the Consultant shall promptly return to the Company that material and documentation so provided.

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13.5 Limitation of Authority

The Consultant shall not act outside the scope of the authority conferred on it by this Contract and shall not bind the Company in any way or assume to hold itself as having any authority to do so.

13.6 Additional Services

The Consultant may at no extra cost to the Company, obtain advice or services and assistance from others in connection with the performance of the Services, any such advice, services or assistance will not be reimbursable, unless it has obtained the approval of the Superintendent to incur those costs through an Adjustment Order.

13.7 Fitness for Purpose

13.7.1 The Consultant shall ensure that all work and documents produced by it result in a product or services suitable in all respect for the intended purposes required by this Contract.

13.7.2 The Consultant affirms that the Company relies upon the skill and knowledge of the Consultant in providing the Services required by this Contract.

13.8 Conflict of Interest

The Consultant warrants that no conflict of interest exists at the date of this Contract and the Consultant shall inform the Company upon it becoming aware of the existence, or possibility, of a conflict of interest.

13.9 Security of Premises

The Consultant shall comply with all directions, procedures and policies relating to occupational health, safety and security pertaining to the Company's premises and facilities during the performance of the Services, a copy of which may be accessed on www.kockw.com, eTendering, Commercial Documents, Fire and Safety Regulations. The Consultant shall limit movements of its personnel to those specific areas required for the performance of the Services only.

13.10 Access to Consultant's Premises

The Consultant shall at, all reasonable times permit the Company and its agent access to the Consultant's premises, in order for the Company to inspect, discuss and assess any material produced in connection with this Contract.

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13.11 Performance of Services Incurring Additional Cost

The Consultant shall not accept or implement any instructions or undertake any activity which will incur additional cost, without first having submitted to the Superintendent a estimate of the additional costs, the duration of such activity and has obtained an Adjustment Order.

14. WARRANTIES

The Consultant warrants that:

- 14.1 it shall execute the Services in accordance with the Contract and shall comply with the Superintendent's instructions and directions on any matter arising out of or in connection with the Services;
- 14.2 it possesses the specialised knowledge, expertise and experience necessary to enable it to fulfill the requirements of this Contract and to perform the Services efficiently and effectively and in accordance with the requirements of this Contract;
- 14.3 each member of its personnel shall be sufficiently qualified, skilled, experienced and competent to perform the Services satisfactorily and reliably, and exercise the degree of judgment required to achieve the high standards reasonably expected from the personnel of the Consultant;
- 14.4 it shall exercise the degree of professional skill, care and diligence in the performance of the Services consistent with the standards of a renowned consultant carrying out similar services, and possessing the specialised knowledge, expertise and experience of a consultant who enjoys a high reputation in work in the nature of the Services, and further warrants to perform the Services in accordance with the best relevant practices and standards;

15. NON-EXCLUSIVE CONTRACT

This Contract is non exclusive and will not prevent the Company from contracting with third parties for performing services similar to the Services nor from utilising those services

16. CONSULTANT'S PERSONNEL

16.1 Qualifications and Competence

The Consultant shall ensure that all its personnel engaged by it in connection with the Services are appropriately qualified, competent and experienced in the provision of the Services required by the Company and ensure that the personnel specified in the

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GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

Contract are engaged by the Consultant in the Services, but the Consultant remains responsible for the work and performance of those personnel.

16.2 Selection and Appointment

16.2.1 The Consultant has the discretion to choose the number of personnel it assigns to the Services and these may vary from time to time during the various stages of the Services. However, the Consultant must, as a minimum requirement; employ personnel with the qualifications and experience set out in the Contract Specification, and obtain the Company's prior approval of all key personnel who shall work on the Services.

16.2.2 The Consultant shall within seven (7) days from the date of signing the Contract submit curricula vitae of all personnel who shall be part of the Consultant's team and shall work on the Services, if such personnel are different from those who are listed in the Contract.

16.2.3 The Company shall within seven (7) Company working days of receiving the details of the Consultant's personnel inform it of those of the Consultant's personnel that are approved by the Company. If the Company requires any of the Consultant's personnel to attend an interview, the Consultant shall, in consultation with the Company, make all necessary arrangements for each interview to be held in Kuwait, and thereafter the Company shall promptly inform the Consultant in writing of each appointment approved by it. The Company shall not be held responsible for any delay due to its non acceptance of the proposed candidates.

16.3 Replacement

16.3.1 The Consultant shall not remove any Company approved personnel from the Services, without the prior approval of the Superintendent. Prior approval shall also be obtained for the personnel appointed as a replacement of the removed personnel or those who for whatever reason are unable to work on the Services. Such approval shall not be unreasonably withheld.

16.3.2 The Company may instruct the Consultant to immediately remove any of its personnel who in the reasonable opinion of the Superintendent are not performing the Services in accordance with the requirements of this Contract, are otherwise considered unsuitable or whose presence is regarded by the Company as detrimental to its interest without assigning any reason therefore. All charges for the cost of removal and or replacement of any of the Consultant's personnel shall be borne by the Consultant.

16.4 Responsibilities

16.4.1 The Consultant shall ensure that all of its personnel shall diligently and faithfully and to the best of their ability, perform their duties and responsibilities and obey all lawful

GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

orders and instructions of the Company. The Consultant's personnel shall liaise, cooperate and confer with others as directed by the Company.

16.4.2 The Consultant acknowledges that although each of its personnel appointed to the Services shall work as part of a project team and shall be subject to procedures, directions and instructions of and by the Company, it shall remain responsible for any act or omission of its personnel in connection with the Services.

16.5 Transportation

The Consultant shall be responsible for the transportation of its personnel throughout the Contract Period.

16.6 Visa Formalities

The Consultant shall be responsible for obtaining the necessary visas, work permits and residence permits that are required, in order for the Consultant's personnel to reside in the State of Kuwait. The Company shall provide all reasonable assistance that may be necessary in order to comply with such formalities.

17. IDENTIFICATION AND PASSES

17.1 The Consultant shall provide each of its personnel with an identification badge or card showing the Consultant's name, and the name, registration number and a recent photograph of the employee, and shall ensure that all its personnel shall carry with them at all times whilst engaged at the Site, their Consultant's identification badge or card, and their restricted area pass.

17.2 Where the Consultant's personnel are required to undertake a part of the Services in Company restricted areas, the Company will assist the Consultant in obtaining the required personnel and transport passes to gain access to the restricted areas.

17.3 The Company's operational areas shall be considered restricted areas

17.4 The Consultant shall ensure that all passes issued to its personnel and its sub-consultants' or Vendors' personnel are promptly returned to the Superintendent upon their expiry or on completion (or earlier termination) of the Services or at the time of dismissal of any of the consultant's, its sub-consultants' or Vendor' personnel.

18. FIRE AND SAFETY REGULATIONS

18.1 The Consultant shall be responsible for ensuring that the Services are carried out in accordance with the rules of safety, security and fire provided by the law and in accordance with safe working practices. In particular the Consultant shall strictly comply with the Company's Fire and Safety Regulations referred to in clause 13.9, so far as the Services or any part thereof are carried out in Company premises. The

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Consultant shall be responsible for the consequences of violating such rules and regulations or any instructions in respect thereto.

- 18.2 The Consultant shall not use portable electronic devices in the Company operational areas unless such devices are certified by the manufacturer to be intrinsically safe. Such devices include mobile phones, laptops, palmtops, organisers, pocket PCs, cameras, radios, audio and video equipment, and the like.
- 18.3 The Consultant shall not use in Company operational areas, mobile phones, watches and all other equipment and tools that have photographic capabilities.

19. TRANSPORTATION AND CARRIAGE PRIORITIES

The Consultant shall use Kuwait Airways Corporation ("KAC") in the event air travel of Consultant's personnel, agents and representatives, or air freight of goods required or becomes necessary for the performance of the Consultant's obligations under the Contract. Where flights of KAC are not available or fully booked, the Consultant may use the respective national airline of the country of such personnel, agents or representatives or the country exporting the goods or shall cause carriage arrangements to be undertaken and documented by KAC.

20. APPLICABILITY OF STATE LAWS

- 20.1 The Consultant shall, insofar as applicable, comply with all relevant laws, rules and regulations of the State of Kuwait regarding any matter affecting the Contract and shall indemnify the Company against all penalties and liability of every kind for breach by it of any such laws, rules and regulations.
- 20.2 The Consultant, without prejudice to the generality of clause 20.1, shall be deemed to have acquainted itself and shall comply with the following:
- 20.2.1 Article 114 of law No. 61/76 concerning Social Security;
 - 20.2.2 Order No. 77/1984 (Ministry of Social Affairs and Labour) concerning the Issue of Work Permits to Non-Kuwaiti Workers in the Private Sector;
 - 20.2.3 Law No. 18/1978 concerning the Rules of Safety and the Protection of Public Utilities and Resources;
 - 20.2.4 Law No. 45/1978 concerning the protection of environment;
 - 20.2.5 Orders of the Council of Ministers No. 7.3/85 and 28/86 concerning the Protection of Local Industrial Products and concerning the Protection of Local Industry respectively;

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GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

- 20.2.6 Articles 33 and 35 of Labour Law No. 38/64 and Order No. 104/1994 (Ministry of Social Affairs and Labour) regarding working hours, overtime and rest day of the personnel employed by the Consultant;
- 20.2.7 Law No. 19/2000 relating to the employment of Kuwaiti manpower and Resolution No. 904/2002 of the Council of Ministers and any other rules or regulations framed thereunder;
- 20.2.8 Order of the Council of Ministers No. 157/2005 concerning working hours outdoors between 1200 hours and 1600 hours during the summer months; and
- 20.2.9 Law No. 25/1996 relating to declaration of commissions in connection with State contracts, and where such law is applicable or becomes applicable to this Contract, the Consultant shall serve on the Superintendent within the time limit specified by such law a declaration in the format set out in an attachment to the Form of Tender.
- 20.2.10 Ministerial Order No. 44/1985 issued by the Ministry of Finance and Economy concerning notification by contractors about their subcontractors.
- 20.3 The Consultant's failure to provide adequate manpower for the performance of the Services for any reason including its non-compliance with all or any of the laws, rules and regulations (including Ministerial Orders) practices and procedures pertaining to the recruitment of local and foreign labour shall not entitle the Consultant to an extension of time, postponement of the Date for Commencement or an extension of the Date for Completion.
- 20.4 The Consultant shall comply with the Kuwait import and customs rules and regulations applicable to the shipment and import of goods or any part thereof into Kuwait.
- 20.5 The Consultant shall be responsible for all necessary documentation required for customs clearance and materials, equipment, construction equipment, spare parts, and the like. The Company shall issue the necessary certification required to assist the Consultant for customs clearance purposes.
- 20.6 The Consultant shall be responsible for and shall bear all costs of customs and import duties, port handling charges, transportation, delivery and the like of all Constructional Plant, materials and equipment to/from and at the Site, the cost of which shall be deemed included in the Fees.
- 20.7 The Company shall withhold the release of the Performance Bond to the Consultant in the event that the Company assists the Consultant in obtaining No Objection Certificates for non-Kuwaiti personnel in the performance of the Services, pending the submission by the Consultant of a valid certificate from the Ministry of Social Affairs and Labour to the effect that the Consultant has

GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

satisfied the requirements of that Ministry in respect of its workforce on completion of the Contract. The provisions of this clause 20.7 shall not apply where the Date for Completion is no longer than eight (8) months, and in which event the Consultant shall ensure that the total manpower required to perform the Services is locally available and sponsored by the Consultant.

- 20.8 The Company shall reimburse to the Consultant all such reasonable direct costs actually incurred, in the event that subsequent to the tender closing date, any law, rule or regulation (including Ministerial Order) comes into effect which causes an increase in the Consultant's cost in the performance of the Services or causes delay in such performance, and grant an extension of the Date for Completion equal to the actual delay caused by such new law, rule or regulation, provided that the Consultant submits for the Company's approval sufficient evidence to the effect that the Consultant had taken the proper immediate steps to mitigate the effect of such law, rule or regulation together with a breakdown of the claimed additional cost and/or time based on the Fees and Date for Completion.
- 20.9 Where in the event that, subsequent to the date of the Contract, any law, rule or regulation (including Ministerial Order) or any change or amendment of any Act or Law comes into effect which causes reduced costs of Services under the Contract, through reduced liability of taxes, duties and fees, the Consultant shall pass on the benefits of such reduced taxes, duties or fees to the Company to the extent such reduction in cost is directly attributable to such introduction of new legislation or change or amendment as mentioned above.
- 20.10 The Consultant shall not be entitled to reimbursement of any losses incurred by it as a result of change to any law during the period of delay where the Consultant fails to complete the Services by the Date for Completion where such delay is due to its acts or omissions.
- 20.11 The Consultant where it is not Kuwaiti, and where it is required by law, shall appoint a Kuwaiti agent in Kuwait in respect of the Contract, and shall provide the following details of its Kuwaiti agent so appointed as and when required by the Company:
- a) name and commercial registration;
 - b) address in Kuwait;
 - c) address of main place of business or office in Kuwait (if different from [b] above); and
 - d) letter from the agent on agent's letterhead confirming appointment.
- 20.12 Where any of the Consultant's owners, partners or local agent becomes a member of the Central Tenders Committee or an employee of the Kuwait Oil Company during the Contract Period, the Consultant shall promptly notify the Superintendent.

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21. INDEMNITIES

- 21.1 The Company shall be liable for, and shall indemnify and keep indemnified the Consultant against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of death or injury to any Company personnel whatsoever which may arise out of or as a consequence of the performance of the Services.
- 21.2 The Consultant shall be liable for, and shall indemnify and keep indemnified the Company against all losses and claims for injury or death to any personnel in the employment of the Consultant, its sub-consultant or third party personnel, and all losses and claims for damage to Consultant's, its sub-consultants', Company's, and/or third party property, which may arise out of or as a consequence of the performance of the Services.

22. LIMITATION OF LIABILITY

- 22.1 It is expressly agreed that neither party shall be liable to the other for any consequential, indirect or special damages, including loss of profits and business interruptions howsoever caused. Each party shall defend, indemnify and hold the other party harmless in respect thereof.
- 22.2 The Consultant's liability and responsibility to the Company or third parties arising out of or in connection with the Services or any recommendations made pursuant to this Contract shall not exceed the amount specified in the Contract Specification and the limits of insurances required to be maintained by the Consultant. The Company hereby agrees to release, indemnify and hold the Consultant harmless from and against any costs or liability in excess thereof provided always that such liability is not as a result of the Consultant's and/or its sub-consultant's negligence or misconduct. However, this limitation of the Consultant's liability shall not apply to the provisions of clause 37.
- 22.3 Without prejudice to clause 22.2, the indemnities and limitations specified in clauses 21 and 22 are given by the parties regardless of the cause of injuries, death, loss or damage and regardless of whose liability the injuries, deaths, losses, damage and claims might otherwise be.

23. INSURANCES

- 23.1 The Consultant and its sub-consultants (if any) shall effect insurances for the amounts specified in the Contract Specification during the Contract Period on primary loss basis (and not concurrent or excess) over the other valid insurances which may be available to the Company.

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23.2 General Third Party Liability Policy

The Consultant shall effect and maintain a General Third Party Liability Policy, covering its liabilities under clause 21.2 and shall name the Company as principal, endorsed with a cross liability clause whereby the Company and the Consultant shall be third parties to each other. The cover under this General Third Party Liability Policy shall be up to a minimum limit specified in the Contract Specification for any one occurrence, the number of occurrences being unlimited.

23.3 Plant and Equipment Policy

The Consultant shall effect and maintain a Plant and Equipment Policy covering its plant and equipment employed in the performance of the Services to their full replacement cost.

23.4 Workmen's Compensation and Employers Liability Policy

The Consultant shall effect and maintain a Workmen's Compensation Policy in accordance with Kuwait Labour law and an Employers Liability Policy covering its liabilities under clause 21.2 to the limit as specified in the Contract specification.

23.5 Passive War Risk

The Consultant's Workmen's Compensation Policy and Employers Liability Policy shall be endorsed to cover passive war risks injury, death or property damage, in respect of the insurances to be obtained by it under clause 23.2 and 23.3.

23.6 Professional Negligence Indemnity Insurance

The Consultant shall obtain and maintain a Professional Liability and Indemnity Policy, which shall cover the Consultant's liabilities and duties imposed under the Contract. The minimum insurance cover shall be for the sum specified in the Contract Specification, and which shall remain in effect during the Contract Period.

23.7 Insurances to be Company Approved

The Consultant shall effect and maintain the insurances specified in this clause 23 with an insurance company approved by the Company, and the Consultant shall, prior to the commencement of the Services and whenever required by the Company, produce to the Company the policy or policies of insurance and the receipts of the current premiums.

23.8 Waiver of Subrogation

The Consultant's obtained insurance policies under clauses 23.2 and 23.3 to meet the requirements of the Contract shall include a waiver of subrogation in favour of the

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Company in terms that the insurer where it is subrogated to the insured's rights of recovery in respect of any claim shall not exercise any such right against the Company and/or its employees, representatives and agents.

23.9 Failure to Effect Insurances

The Company may on the Consultant's failure to effect and keep in force the insurances required under the Contract obtain and keep in force any such insurances not obtained or kept in force by the Consultant and pay any such premium as may be necessary for the purpose and from time to time deduct the amount so paid by the Company from any amounts due or which may become due to the Consultant or recover them as a debt due from the Consultant.

23.10 Maintenance of Insurance Policies

All insurance policies effected pursuant to this clause 23 shall contain the provision that they shall not be amended, deleted or permitted to lapse without the express prior approval of the Company.

23.11 Deductibles

Deductibles under the insurances maintained by the Consultant or its sub-consultants under this clause 23 shall be for the Consultant's and or it sub-consultant's account.

24. MATERIALS AND EQUIPMENT TO BE PROVIDED BY THE CONSULTANT

24.1 Provision of Materials

Except where otherwise stated in this Contract, the Consultant shall provide its personnel with all materials and equipment necessary for the performance of the Services.

24.2 Computer Equipment

The Consultant shall provide each of its personnel with a computer as required and all necessary equipment and software. The software must be compatible with the Company's standards, namely: Microsoft Office, Word, PowerPoint, Excel Microsoft Project or any other as specified in the Contract Specification.

25. DATE FOR COMMENCEMENT

The Consultant, unless the Contract Specification provides otherwise, shall commence the Services on the Date for Commencement specified in the order from

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the Superintendent to commence and shall proceed to perform the Services in accordance with this Contract.

26. WORKING HOURS

26.1 Except where otherwise directed by the Superintendent in writing, the Consultant's personnel shall perform the Services, which require contact with Company personnel, or access to Company premises/facilities, during Company normal working hours which are 0700 hours to 1500 hours, Saturday through Wednesday, except during Ramadhan when the working hours shall be 0830 hours to 1430 hours, and on Company holidays as may be declared from time to time when no work shall be carried out. The Company may change its working hours, in which case the Consultant shall comply with the changes made to the working hours.

26.2 Company working days exclude Thursdays, Fridays and Company declared holidays.

27. PROGRAMME OF WORK

27.1 The Consultant shall submit within seven (7) days from the date of signing of the Contract a fully detailed program of Services for the Superintendent's approval. The detailed program shall be an amplification of the preliminary program submitted as an attachment to the Form of Tender and must include the following major activities:

27.1.1 the commencement and completion date for all discrete portions of the Services, using MS-Project or a Company approved latest management reporting software;

27.1.2 methodology for conducting each stage of the Services;

27.1.3 information requirements from the Company;

27.1.4 an indicative timetable for the work to be carried out in each stage;

27.1.5 manpower required for each stage;

27.1.6 interim discussions and meetings that are necessary for the Consultant to receive the required directions and guidance for the development of each stage of the Services;
and

27.1.7 review and approval or direction for amendment for all or part of the submittals.

27.2 The Superintendent shall approve the detailed programme or offer comments within seven (7) days of receipt of the detailed programme from the Consultant. In the latter case the Consultant shall promptly discuss with the Superintendent the comments and shall resubmit the detailed programme for approval.

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- 27.3 No changes shall be made to the detailed program by the Consultant once it is approved by the Superintendent.
- 27.4 The Program shall be updated every month by the Consultant to show the progress of the Services.
- 27.5 The Consultant shall report to the Superintendent the progress of the Services with reference to the Program. If in the opinion of the Superintendent the Services are not proceeding in accordance with the Program, the Consultant shall on the Superintendent's direction take such measures as may be necessary to ensure completion of the Services in accordance with the Program at no additional cost to the Company.

28. PROGRESS MEETINGS AND REPORTS

28.1 Meetings

- 28.1.1 The Consultant's personnel shall attend progress meetings at regular intervals, as stated in the Contract Specification and when directed by the Superintendent.
- 28.1.2 The progress meetings shall be chaired and recorded by the Superintendent or his nominated representative and the minutes of the meeting distributed to all attendees.
- 28.1.3 The progress meetings shall review progress, planned Services and other related matters. Any items deemed necessary for inclusion in the agenda shall be submitted to the Superintendent by the Consultant a minimum of three (3) working days in advance of each meeting.

28.2 Reports

- 28.2.1 The Consultant shall submit to the Superintendent, three (3) copies of a progress report, giving the progress of the Services within the period state in the Contract Specification.
- 28.2.2 The Consultant shall ensure that each report includes details of manpower employed, comparison of actual progress and manning levels relative to the program.
- 28.2.3 Details of any significant delays together with steps or measures proposed to be taken by the Consultant to make up the delays or accelerate the Services to recover the slippage.
- 28.2.4 The progress report shall include:
 - a) 3-week look-ahead schedule of activities;

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- b) any information, which may become critical in the immediate future and the Consultant's proposed steps to mitigate the situation.

28.3 The Consultant shall submit a daily report to the Superintendent detailing the manpower employed, work carried out, and any significant comment, in a format approved by the Superintendent.

29. DATE FOR COMPLETION

The Date for Completion shall be as specified in the Contract Specification, calculated from the Date for Commencement or as extended by the Company pursuant to this Contract.

30. CERTIFICATE OF COMPLETION

The Consultant shall be issued on completion and acceptance of each stage of the Services a certificate for such stage as described in the Contract Specification. The Consultant, on completing the entire Services in accordance with the Contract, shall apply to the Company for a Certificate of Completion. The Superintendent shall, if satisfied that the Services have been completed in every respect, issue the Certificate of Completion. The effective date of such Certificate of Completion shall be the actual date of completion.

31. DEFECTS

The Consultant shall on receipt of notice from the Superintendent, make good and rectify all defects, omissions, faults or error within the reasonable time directed by the Superintendent. In case of the Consultant's failure to comply with the Superintendent's direction, the Company may itself or through any other consultant have the work carried out and shall recover from the Consultant the cost incurred or may deduct the cost of such services from any moneys due or which may become due to the Consultant under this or any other contract between the parties.

32. FINAL ACCEPTANCE CERTIFICATE

The Final Acceptance Certificate shall be issued by the Superintendent when the Consultant has complied with all its obligations under the Contract.

33. RECORDS

33.1 The Consultant shall maintain, and shall ensure its sub-consultant maintain, in accordance with generally accepted good accounting principles and practices time sheets, books, records and proper accounts pertaining to the performance of the

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Services and particularly in respect of invoices of its reimbursable expenditure and fees and any other reimbursements payable to others engaged by the Consultant under this Contract, which shall include the Consultant's and sub-consultant personnel records, correspondence, plans, instructions, drawings, receipts, vouchers, memoranda, tapes, data, information stored by computer and other devices and such other documentation and related system of controls necessary to allow the Company to conduct a comprehensive audit to verify the cost of the Services and the Consultant's compliance with the Contract.

- 33.2 The Consultant and its sub-consultant shall preserve the documents and information referred to in clause 33.1 during the performance of the Services and for a further period of not less than five (5) years after termination of the Contract or completion of the Services.
- 33.3 The Company and /or its authorised representative shall, at all times, have access to and be permitted to examine and make copies of all documents and data referred to in clause 33.1 and shall be authorised to interview Consultant's and sub-consultant's personnel as the Company may deem necessary to audit and verify the cost of the Services and the Consultant's compliance with the Contract.

34. TAXES

- 34.1 The Consultant shall pay all taxes, charges or levies of whatsoever nature payable by the Consultant under Kuwaiti law, in respect of or in connection with this Contract, including income or benefit derived from payments received by the Consultant, none of which shall be reimbursable by the Company.
- 34.2 The Consultant shall comply with the provisions of Decree No. 3 for 1955 and any subsequent amendment or re-enactment thereof. The provisions of this clause shall equally apply to any taxes, charges or levies of whatsoever nature payable by the Consultant under the law of any other country in respect of or in connection with this Contract.
- 34.3 **Withholding for Taxes**

The Company shall withhold 5% from each payment due to the Consultant (Alternatively, the Consultant may submit a bank guarantee in the value of 5% of the Fees), pending submission by the Consultant, of a valid certificate from the Income Tax Control Office of Kuwait to the effect that the Consultant has discharged its tax liability.

35. VARIATIONS

- 35.1 The Superintendent may make any Variation to the Services or any part of it that may, in his opinion, be necessary and may instruct the Consultant to do any of the following:

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35.1.1 increase or decrease the quantity of any work included in the Contract within such limits as may be defined by the Company;

35.1.2 omit any such work; or

35.1.3 execute additional work of any kind necessary for the completion of the Services.

35.2 Adjustment Order

The Consultant shall not execute a Variation, subject only to the terms of clause 35.3, without an Adjustment Order signed by both parties which shall specify the effect (if any) on the Fees and /or the Date for Completion. An Adjustment Order shall in no way affect the rights or obligations of the parties hereto except as expressly provided. All provisions of the Contract shall apply to Variations.

35.3 Written Order

In the event that any Variation is urgent and the performance of the Services cannot, in the sole opinion of the Superintendent, proceed unimpeded due to time involved in processing an Adjustment Order, the Variation may be carried out by the Consultant after receiving an order in writing from the Superintendent specifying the effect thereof (if any) on the Fees and the Date for Completion as agreed with the Consultant pursuant to clauses 35.4 and 35.5. The parties shall, as soon as practicable thereafter, sign an Adjustment Order. Variation carried out by the Consultant other than in accordance with this clause shall be to the Consultant's account.

35.4 Rates

Each Variation shall be valued at the rates set out in the Contract if applicable. If the Contract does not contain any rates applicable to a Variation then reasonable rates (having regard to commercial market rates) shall be agreed by the Superintendent and the Consultant.

35.5 The Superintendent shall grant an extension or deduction of time to the Date for Completion resulting from a Variation, or due to delay from the following circumstances:

35.5.1 Force Majeure pursuant to clause 43; or

35.5.2 suspension of the Services by the Company.

36. FEES AND PAYMENT

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36.1 In consideration of the satisfactory performance of the Services, the Company shall pay the Consultant, the Fees stated in the Form of Tender and/or its attachments. All payments shall be made into a bank account nominated by the Consultant.

36.2 The Fees is deemed to include but not limited to, the following:

36.2.1 all costs, salaries, expenses and overheads;

36.2.2 all profit accrued and accruable;

36.2.3 all insurance costs, travel costs, permits, visas, costs of complying with the relevant statutory requirements, accommodation, cost of living, transportation, medical, resources, materials and interviews;

36.2.4 all costs and expenses of replacing any employee of the Consultant;

36.2.5 all local and other taxes, including corporate and income tax; and

36.2.6 all other costs and expenses incurred by the Consultant in the provision of the Services, except where otherwise expressly stated in this Contract.

36.3 Effect of Payment of Fees

The Consultant acknowledges that any payment in part or in total of the Fees does not constitute an acceptance by the Company of the Services and does not amount to waiver of any right or action, which the Company may have at any time against the Consultant.

36.4 Adjustment of the Fees

The Company may adjust the Fees pursuant to the provisions of this Contract, including by way of deduction from the Fees, all extra costs or damages incurred by the Company, resulting from any error or deficiency in the Services, and any shortfall shall be a debt owing to the Company by the Consultant.

36.5 The Consultant shall submit its invoices to the Company's Team Leader Accounts Payable, and the Company shall make payment of amounts certified as correct by the Superintendent within thirty (30) days of receipt of such invoice by the Company to a bank account designated by the Consultant. In case of an error in the calculation or a dispute in the invoice, the undisputed amount shall be released for payment and the disputed amount shall be held for prompt clarification by the Consultant. The disputed amount when resolved shall be included in the next invoice.

36.6 Not-to-Exceed Value

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- 36.6.1 The Not-to-Exceed Value is the total cumulative expenditure under the Contract not exceeding the sum stated in the Contract Specification. This amount includes the provisional sum (if any).
- 36.6.2 The Consultant shall inform the Superintendent immediately it reasonably considers that the actual cost of the Services is likely to exceed the Not-to-Exceed-Value and shall, if instructed by the Superintendent, recommend methods to reduce or hold costs within the Not-To-Exceed-Value.
- 36.6.3 The Consultant acknowledges that it has a duty of care to take all reasonable steps to ensure that the cost of the Services does not exceed the Not-to-Exceed-Value.
- 36.6.4 The Superintendent may adjust (increase or decrease) the Not-to-Exceed-Value by issuing an Adjustment Order in writing.
- 36.6.5 The Not-to-Exceed-Value shall not be construed as a commitment or a guarantee by the Company to request Services from the Consultant, which would incur expenditure up to the Not-to-Exceed-Value.

37. INTELLECTUAL PROPERTY RIGHTS

- 37.1 The Consultant shall indemnify, defend and save harmless the Company against all liability, claims, losses cost, damages and incurred by the Company or arising out of or in connection with any claim or actions based on infringement or alleged infringement of any copyright, intellectual property rights, design, materials, processes or deliverables furnished by the Consultant under the Contract or out of the processes or actions employed by or on behalf of the Consultant in connection with the performance of the Services.
- 37.2 The copyright in all work which is produced by or on behalf of the Consultant or the Company in connection with the Contract shall be the exclusive property of the Company and the Consultant shall do all that is necessary to vest all titles and rights to the Company.
- 37.3 The provisions of this clause 37 shall survive termination, expiry or completion of this Contract.

38. CONFIDENTIALITY

- 38.1 The Consultant shall hold in confidence and not divulge to third parties or use in any way except for purposes of the Services information disclosed, directly or indirectly, to the Consultant by the Company in regard to the Services, or which is provided by the Company, or is prepared for the Company by the Consultant. All information

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GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

obtained by the Consultant for the performance of Services shall be considered confidential. The Consultant shall take all necessary steps to prevent all Company information received by it from being divulged.

38.2 The Consultant shall not make any announcement release, any information concerning the Contract or the Services to any member of the public or the media or any third party unless prior consent is obtained from the Company. Such consent shall only apply to each specific application of the Consultant and relate only to that application.

38.3 The obligations under this clause 38 shall survive termination, expiry or completion of this Contract.

39. OPTIONAL TERMINATION

39.1 Right to Terminate

The Company may terminate this Contract in whole or any part of the Services at any time by giving the Consultant an order of termination without assigning any reason therefore. Such order shall specify the effective date of such termination should this date be different from date of that order. In this event the Company's sole liability to the Consultant shall be, unless otherwise specifically provided in this Contract, to pay the Consultant pro-rata for the work completed, that has been earned by the Consultant and assessed by the Superintendent at the date of termination less all sums already paid by the Company, or due to the Company from the Consultant, provided that such termination is not occasioned by any breach or default on the part of the Consultant.

39.2 Losses

The Company, where it terminates this Contract without any cause shall not be liable to the Consultant for any consequential losses, damages, loss of anticipated profit or revenue, loss of goodwill, loss of business opportunity or loss of property, however such losses may have been caused even if the Company may have been advised of their possible existence.

39.3 Deliverables

The Consultant, where the Company terminates this Contract without any cause, shall upon such termination and to the extent required by the Company execute and deliver to the Company all documents, reports, system manuals, procedures, computer programs, and any and all documents and deliverables or any thing purchased for the performance of this Contract or related to the Services that were originally developed or purchased for the Company whether or not these were completed or in the course of preparation.

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GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

40. CONSULTANT'S DEFAULT

If the Consultant is in breach of this Contract or fails to fulfill its obligations under this Contract, then the Company may give the Consultant notice specifying the breach and setting out the time within which to remedy the breach which shall in no event be less than seven (7) days. Should the Consultant fail to remedy the breach or fail to take reasonable steps to remedy the breach to the satisfaction of the Company, the Company may terminate this Contract without any further notice and prejudice to any other rights and remedies that the Company may have under this Contract.

41. CONTINUANCE OF THE SERVICES

Notwithstanding any disagreement, dispute, protest, or court proceedings relating directly or indirectly to the Services, the Consultant shall at all times proceed with the Services in accordance with the determinations, instructions and clarifications of the Company. If the Consultant fails to proceed with the Services, it shall be considered to be in default. The Consultant shall be solely responsible for requesting instructions or interpretations from the Company and shall be liable for any costs and expenses arising from his failure to do so.

During the period the Consultant is proceeding with the Services it shall be paid the undisputed portion of any claim or payments due under this Contract.

42. TIME LIMITATION ON CLAIMS

It shall be a condition precedent to any claim made by the Consultant arising out of or in connection with this Contract, that it complies with the relevant time and notice provisions of this Contract, and where silent, it shall make any claim in writing within seven (7) working days of the commencement of the claim event.

43. FORCE MAJEURE

43.1 Force Majeure shall be any event or occurrence starting after the Date for Commencement of this Contract, whatever the origin, and which cannot be foreseen and is beyond the control of, and cannot be circumvented by, the party affected, and which renders the performance of the obligation impossible. Force Majeure shall exclude, amongst others, inclement weather, congestion of orders at a manufacturer's plant, an oversold condition of the market, lack of manpower, lack of material, inefficiencies of the Consultant, its Vendors or sub-consultants of any tier, or similar occurrences.

43.2 Neither party shall be considered in default of its obligations hereunder if the performance of these obligations is delayed, hindered or prevented by Force Majeure, provided that within seven (7) days after the start of an event or occurrence claimed as Force Majeure, the party affected by Force Majeure gives the other party notice of

GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

such event or occurrence and that immediate steps are taken by the affected party to mitigate where possible the effects of the event or occurrence.

- 43.3 Should the Consultant be delayed in the performance of the Services by an occurrence it believes to be Force Majeure and the Consultant cannot avoid or prevent such delay by any means whatever and provided the Consultant has given notice to the Company as specified in clause 43.2, then the Company, if it agrees, will give notice to the Consultant confirming the existence of Force Majeure and will authorise the issue of an Adjustment Order as may be necessary in accordance with clause 35.
- 43.4 Notwithstanding any provision herein to the contrary, the Consultant shall not be entitled to any additional costs of whatever nature due to extension of time granted by the Company to the Consultant under this clause 43.
- 43.5 Either party, in the event that Force Majeure notified in accordance with clause 43.2 prevents performance of the whole Services or substantially the whole of the Services for a continuous uninterrupted period of ninety (90) days, shall have the right on giving notice to the other party to terminate the Contract, and such termination shall be treated as a termination by the Company in accordance with clause 39.

44. NOTICES

- 44.1 Any notices required by this Contract shall be considered duly given if in writing and sent by registered mail acknowledgment due to the Consultant or the Company at their respective addresses stated in the Contract Specification or delivered by hand or received by fax or telex by the parties as stated in the Contract Specification.
- 44.2 The service of notice on the Superintendent and the Consultant's Representative, as the case may be, shall be considered proper service of notice on either party.

45. GOVERNING LAW

This Contract shall be governed by and take effect in accordance with the Laws of Kuwait. The wording of this Contract shall be construed in accordance with the normal usage of the English language as related to services of this nature. The courts of the State of Kuwait shall have exclusive jurisdiction to deal with any disputes arising out of or related to this Contract.

APPENDIX A
TO
CONTRACT SPECIFICATION
SCOPE OF COLLABORATION

APPENDIX A

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES (MRA).

SCOPE OF COLLABORATION

1. GENERAL DESCRIPTION

The Company's mission is to conduct strategically-focused, applied Research and Development in partnership making the best use of national and international technology partnerships, and creates options for enabling fundamental research needs. The MRA forms a joint collaboration agreement between the Company and the Research Collaborator that clearly defines key principles, scope of work, rights and obligations of both the parties, and all terms and conditions relating to the joint activity.

2. SCOPE & COLLABORATION OBJECTIVES

The scope of work is divided into four areas, same as the four strategic objectives of this MRA as referred in section 1 of Contract Specification.

2.1 Collaboration on Research

2.1.1 Research platforms

2.1.1.1 The Company and Research Collaborator mutually agree to collaborate on the following research platforms, which are identified as the key areas for research for the Company, as per the integrated R&D roadmap:

- a) Subsurface Imaging
- b) Drilling and Completion
- c) Improved HC Recovery
- d) Reservoir Characterization
- e) Well Management
- f) Next Generation (Gas, Tight Reservoir, Heavy Oil)
- g) Integrity and Sustainability

2.1.1.2 Details for each of the above research platform are in Appendix B of Contract Specification.

APPENDIX A TO CONTRACT SPECIFICATION

SCOPE OF COLLABORATION

2.1.1.3 Other possible research platforms for collaboration may be determined and added with the consent of the Management Committee, through Adjustment Order (AO).

2.1.1.4 Both parties agree that Company and Research Collaborator have full rights to partner with other parties to conduct in parallel research on the above-mentioned platforms.

2.1.2 Joint research projects

2.1.2.1 Joint R&D projects under this MRA shall be selected by discussion among both parties and final approval of projects executed under this MRA shall be as per the decision rights defined in the governance framework as per Clause 4.1 herein. All R&D projects execution under this MRA must be under the scope of the research platforms agreed in section 2.1.1.1.

2.1.2.2 Before selecting a research project, the basic SWO for each proposed project (e.g. scope of work, timelines, laboratory & equipment requirement, staffing, cost, etc.) would have been finalized and issued as per the defined template in Appendix C.

2.1.3 Facilities, equipment and software to be used for the research projects

2.1.3.1 Based on mutual agreement, both the Company and the Research Collaborator agree to allow usage of existing facilities and equipment/software as deemed necessary subject to availability depending on each party's operational requirements. The ownership of these facilities remains with the existing owner.

2.1.3.2 With regards to the above section 2.1.3.1, Research Collaborator agrees to provide access to all its background IP and software/facilities which might be required to execute research projects under this MRA.

2.1.3.3 Migration to Company facilities:

Some of the research projects which might be executed in the Research Collaborator in-house facilities during the initial phases may over the course of time be migrated back and get executed at the Company facilities, as and when they are ready, or Company rented facilities. Such decision shall be taken based on the recommendation of the Management Committee and the approval of Superintendent of the Contract. In this regards, Research Collaborator shall also provide its support in line with its capabilities such as sharing knowledge and best practices in migrating research projects to the Company facilities.

2.1.4 Pilot tests, demonstration projects and field trials

This section applies to projects whose scope of work involves both R&D and Technology Management (TM) aspects. Both the Company and the Research Collaborator agree to collaborate on conducting pilot tests and field tests which may be required as part of developing the R&D/TM projects. The Company will have final say and have the operational responsibility of pilot tests and demonstration projects as this will impact on ground field operations in Kuwait and will need to adhere to Company standards.

APPENDIX A TO CONTRACT SPECIFICATION

SCOPE OF COLLABORATION

- 2.1.4.1 The Company shall provide support to Research Collaborator in line with its capabilities, via sharing field equipment and oilfield facilities, for executing pilot test, demonstration projects and field trials in Kuwait subject to availability and operational requirements.
- 2.1.4.2 The Company shall have the final approval authority and have the operational responsibility for executing pilot's tests, demonstration projects and field trials in Kuwait.
- 2.1.4.3 Research Collaborator shall provide technical and research support in line with its capabilities, as agreed in approved research and technology management projects, sharing all relevant data, design of pilot/field trials procedures and program management.
- 2.1.4.4 The results and data from these pilots and field trials shall be subjected to confidentiality provisions of the Contract.
- 2.1.4.5 These pilots and field trials shall be primarily aimed at demonstrating the validity of research and technology management findings and approaches. The secondary aim shall be to commercialize jointly developed technology and any IP generated as well as licensing right shall be subjected to the agreed terms and conditions as detailed in the Contract Specification.
- 2.1.4.6 All work related to pilot tests, demonstration projects and field trials shall be conducted in close consultation with Company's R&T Group and in line with its policies and guidelines as per instructions of Superintendent.

2.1.5 Staffing on research projects

- 2.1.5.1 Company has the option to assign a project co-Principal Investigator (from Company personnel).
- 2.1.5.2 Other staffing and resourcing of personnel shall be agreed between the Company and Research Collaborator and shall be specified in SWO.

2.2 Development of the Company's in-house R&D capabilities

2.2.1 Support for establishment of Company facilities

One of the key strategic initiatives of this MRA is to create world class research capabilities in Kuwait. In this regard, Research Collaborator shall also provide professional expertise in line with its capabilities and share knowledge and best practices in creating future world class research labs/facilities at the Company's R&D Centre (e.g. supporting with lab design etc.). Research collaborator shall not provide any financial support for property, physical facilities and infrastructure, or equipment, associated with the Company R&D Centre.

2.2.2 Technical / Research Program for Company Staff

- 2.2.2.1 Research Collaborator shall integrate Company staff as and when requested by Superintendent and when it fits appropriate and in line with Research Collaborator standards and procedures, via assignment in research activities of under the SWO.

APPENDIX A TO CONTRACT SPECIFICATION

SCOPE OF COLLABORATION

2.2.2.2 Research Collaborator shall provide the necessary office space, allowable access to research lab and campus facilities (e.g. libraries), access to licensed software for research, as per the agreed unit rate of Attachment 1B of Form of Tender to the Company personnel assigned to the project.

2.2.3 Research Mentoring program for Company Staff

2.2.3.1 Research Collaborator shall assign faculty or senior research personnel to mentor junior Company research staff (e.g. junior investigators on research projects under the SWO).

2.2.3.2 Research Collaborator would help draft a formal research mentorship program for the Company employees (e.g. including mentor/mentee session wherein technical instructions are offered to the mentee to enhance research capabilities) to be reviewed and approved by the Management Committee.

2.2.4 Research programs for Company sponsored students

2.2.4.1 Existing KOC employees who are pursuing studies at Research Collaborator should be given preference to work on research projects under this MRA to form part of their academic course, provided the students desires for the same. No amount shall be payable for this program to the Research Collaborator, apart from the unit rate corresponding to mentoring/supervision of KOC students at Research Collaborator premises, specified in Attachment # 1B to FOT.

2.2.4.2 Company sponsored Masters Students: In the event the Company sponsored students opts to work on Company's assigned research work to the Research Collaborator, the Research Collaborator shall only be paid for mentoring fee as specified in Attachment # 1B to FOT, since such students are already sponsored by Company. The price shall exclude fee, salary, insurance, living expenses and the like, as this is borne directly by Company.

2.2.4.3 Company sponsored PHD Students: In the event the Company sponsored students opts to work on Company's assigned research work to the Research Collaborator, the Research Collaborator shall only be paid for mentoring fee as specified in Attachment # 1B to FOT, since such students are already sponsored by Company. The price shall exclude fee, salary, insurance, living expenses and the like, as this is borne directly by Company.

2.2.5 Research programs for Company's personnel.

2.2.5.1 Such research program deals with non-academic research work carried out by Company assigned employees on a specific subject. Such program shall be part of Company's research and shall not be part of any academic program.

2.2.5.2 Research Program at Research Collaborator premises for Company assigned employees holding a Master's Degree, upon specific approval from the Company. The same shall not be part of his/her academic studies. The Research Collaborator shall provide access to Research Collaborator's facilities (office, internet, computer, laboratories mentoring/supervision fee). Cost for the same shall be deemed included in the Contract Price.

APPENDIX A TO CONTRACT SPECIFICATION

SCOPE OF COLLABORATION

2.2.5.3 Research Program at Research Collaborator premises for Company assigned employees holding a PHD Degree, upon specific approval from the Company. The same shall not be part of his/her academic studies. The Research Collaborator shall provide access to Research Collaborator's facilities (office, internet, computer, laboratories mentoring/supervision fee). Cost for the same shall be deemed included in the Contract Price.

2.3 Technology and Knowledge transfer:

2.3.1 Technology and knowledge transfer shall be part of the Research Collaborator's services as per the Management Committee directions (as per the governance framework).

2.3.2 Visits/Workshops/Seminars

Both parties shall encourage and organize short term visits, workshops and internal seminars with participation from leadership team / researchers and affiliates, but not limited to:

- a) Discuss new strategic challenges;
- b) Share IP and commercialization trends and challenges;
- c) Socialization of interim/final deliverables and publications derived from the outcomes of research projects;
- d) Share best practices (e.g. on IP protection, lab design, research stage gates, etc.);
- e) Mentor junior research staff at the Company's facility;
- f) Collect data for current research;
- g) Discuss latest research trends in relevant R&D platform/programs etc.
- h) Hold seminars, submit research papers etc.

2.3.3 Exchange program:

2.3.3.1 Both parties shall have a formal agenda to encourage movement of faculty/research team members on research projects to spend appropriate time at the Research Collaborator premises and Company's facility. This can be done via staff attachment and exchange and the selection of the Company candidate for attachment shall be in accordance with the existing Company HR and T&CD applicable guidelines & policies.

2.3.3.2 Research Collaborator shall support the Company's staff assignment by providing necessary office space, access to research lab and campus facilities (e.g. libraries), and access to licensed software for research, based on the agreed approved unit rates as per Attachment 1B of Form of Tender.

APPENDIX A TO CONTRACT SPECIFICATION

SCOPE OF COLLABORATION

2.4 Develop IP

2.4.1 IP Protection and Management

Research Collaborator shall support the Company's initiative for protection and management of IP generated through joint research activities. This support shall be, but not limited to, for the following activities related to IP:

- a) Handling invention disclosures
- b) Patent evaluation (patent searches, techno/commercial assessment etc.)
- c) IP Protection (Applying for patents, copyrights etc.)

2.4.2 Licensing technologies

Research Collaborator shall support the Company's initiative for licensing technologies developed through joint research activities. Research Collaborator can offer help on, but not limited to, the following activities related to licensing:

- a) Seeking licensees / partners
- b) Handling licensing agreements

2.4.3 Details of IP ownership, cost sharing, licensing for a given research project shall be as per the clauses 17 of Contract Specification.

3. Expected contributions of both Parties

The following, but not limited to, are the broad contributions of both parties

3.1 Company's Contribution

3.1.1 The Company shall provide access to fields in Kuwait for pilot tests, demonstration projects and field testing for validating research finding and to jointly test developed technologies, subject to availability depending upon the Company's operational requirements. Company's decision in this regard shall be final and binding on the Collaborator.

3.2 Research Collaborator's Contribution

3.2.1 Research Collaborator shall provide required personnel, research facility for research work under a SWO.

3.2.2 Research Collaborator shall provide to Company full access to existing research facilities, equipment, software and IP at Research Collaborator for carrying out research projects.

APPENDIX A TO CONTRACT SPECIFICATION

SCOPE OF COLLABORATION

- 3.2.3 Research Collaborator shall provide support for developing the Company's in-house R&D capabilities in the specific areas of:
- a) Integration of Company staff in technical and research programs
 - b) Mentoring of Company staff
 - c) Integration of KPC-sponsored Kuwaiti students and professionals in graduate research programs.
- 3.2.4 Research Collaborator shall assist with the provision of know-how and support for patenting and commercialization of technologies.
- 3.3 **Mutual contributions by both parties**
- 3.3.1 The company and Research Collaborator shall appoint and support the joint governance of activities within the scope of the Agreement.
- 3.3.2 The Company and Research Collaborator shall transfer knowledge and collaborate as required for research project in form of exchange of personnel, regular telephone and/or video conferences meetings, mutual visits, documentation, reports, source code and in accordance with terms and conditions mentioned in the confidentiality section.
- 3.3.3 The Company and Research Collaborator shall provide logistical support in organizing visits of personnel of the Company and Research Collaborator including facilitation of visas, travel arrangements, lodging, boarding, and local arrangements. Research collaborator shall not be paid anything extra apart from as specified in Attachment 1A & 1B to form of tender. .
- 3.3.4 The Company and Research Collaborator shall make available appropriate personnel and data/information to the other party at mutually agreed times, and enable its personnel and any of its contractors and/or consultants, to actively participate in the activities led by both parties in the project areas. In accordance with the Agreement for Confidentiality and Intellectual Property, the Parties may enter into Non-Disclosure Agreements when appropriate.
- 3.3.5 The Company and Research Collaborator shall coordinate and organize Management Committee meetings at the agreed venue.

4. GOVERNANCE

4.1 Governance Framework

4.1.1 The overall governance framework is comprised of one main body:

The Management Committee: Led by Head of the Management Committee with a total of 6 members appointed in equal numbers by the Company and Research Collaborator

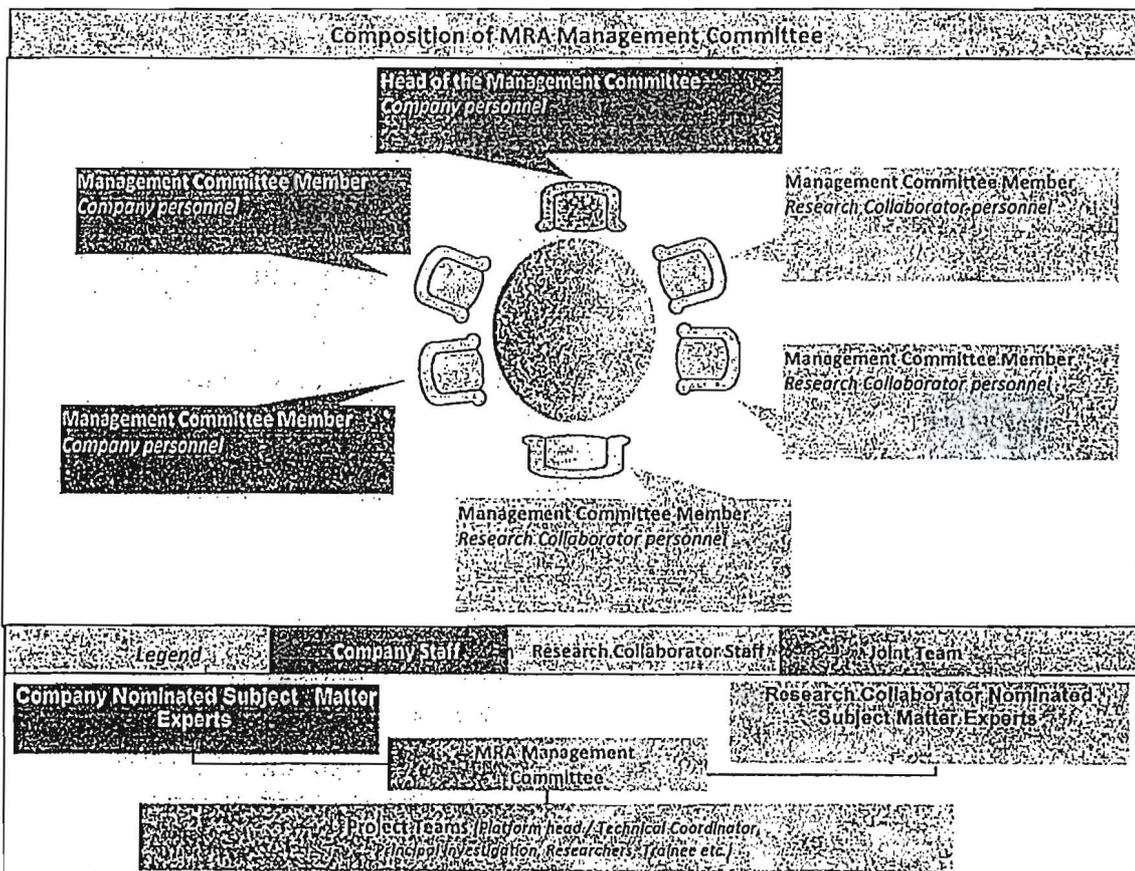
APPENDIX A TO CONTRACT SPECIFICATION

SCOPE OF COLLABORATION

4.1.2 The key principles for the governance framework are

- a) Lean structure and smaller size in terms of headcount for easy processes and quicker decision making.
- b) The technical decision making would be done on the basis of simple majority vote among all the participants at the Management Committee level (All members including "Head of the Management Committee" shall have equal voting rights). For execution of any SWO, the majority vote should mandatorily comprise that of "Head of the Management Committee". In case of a tie in voting, the Head of the Management Committee's decision shall be final and binding.
- c) The Company's and Research Collaborator's nominated job family experts would be consulted from time to time by the Management Committee to provide inputs on issues such as joint partnership agenda/KPIs, project portfolio. However changes to the MRA shall be only by issuing an Adjustment Order.
- d) The Management Committee shall only provide appropriate recommendations and shall not have any power to make any financial decisions.

The following exhibit provides an overview of the governance framework



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APPENDIX A TO CONTRACT SPECIFICATION

SCOPE OF COLLABORATION

4.2 Governance Bodies

4.2.1 Head of the Management Committee

The Superintendent of the Contract shall be the Head of the Management Committee shall be a Company staff. He/she shall serve as the head of the Company-Research Collaborator MRA's Management Committee.

4.2.2 Management Committee Members

4.2.2.1 Committee shall comprise of a total six members (including Head of the committee) appointed from both the Company and Research Collaborator staff. The Company and Research Collaborator shall each nominate their representatives for the Management Committee.

4.2.2.2 The members shall coordinate closely with the Head of the Management Committee to manage the project/initiative portfolio, provide technical coordination, monitor progress and act as a focal point between the user groups from the Company and Research Collaborator.

4.3 Decision Rights

4.3.1 The Head of the Management Committee shall provide approval on SOW.

4.3.2 All technical decisions shall be decided by the majority in Management Committee. In case of a tie. In case of a tie, the Head of the Management Committee's decision shall be final and binding.

4.4 Selection Process

4.4.1 Respective personnel in the Management Committee shall be nominated by the Company and the Research Collaborator

4.5 Modus Operandi

4.5.1 Frequency of Meetings

Semi-annual meetings shall be scheduled at mutually acceptable time and venue. Ad Hoc meetings shall be arranged to discuss urgent issues as and when requested by either party. Each party shall bear its own cost for attending the meeting. No amount shall be payable for attending the meetings.

5. MODE OF WORKING

5.1 Project Selection

5.1.1 Multiple challenges that Company possess shall be sent to Research Collaborator. Research Collaborator shall send multiple short pre-proposals to Company in a timely response, within a month from the date of receipt of Company's communication. Company shall then within a month review and decide which pre-proposal is to be processed as a research project.

APPENDIX A TO CONTRACT SPECIFICATION

SCOPE OF COLLABORATION

- 5.1.2 Before selecting a research project, the basic scope of work for each proposed project, including timelines, laboratory and technical equipment requirements, staffing, resource requirement, milestones and maximum expenditure shall be completed and finalized. The SWO shall be in line with the template defined in the contract specification Appendix C.
- 5.1.3 The projects to be executed under this MRA shall be recommended by the Management Committee after discussion on same.
- 5.4.1 Yearly Expenditure Estimate:**
- 5.4.1 Yearly expenditure estimate shall be part of annual meeting agenda of Management Committee. Yearly expenditure estimate shall be prepared by Research Collaborator & Company R&D shall be presented and approved by the Management Committee during the annual agenda setting exercise.
- 5.4.2 The annual agenda setting exercise shall decide on portfolio of activities (or SOWs) that would be undertaken during the course of the year and the individual estimated expenditure of these activities, including for both research projects and other non-project type initiatives (e.g., Building Company in-house capabilities).
- 5.4.3 The Management Committee shall review and approve the proposed SWOs during annual agenda meetings. The yearly expenditure would be an aggregate sum of individual budgets of all approved SWOs for the upcoming year (or next year) and all ongoing expenses.
- 5.4.4 The yearly expenditure and cost of each project shall be as per the set of unit rates stated in Attachment No. 1A & 1B of Form of Tender approved by the Superintendent of the Contract.
- 5.4.5 The Management Committee shall ensure that in no event the total expenditure under the Contract during the Contract Period does not exceed the NTEV of the Contract.
- 5.5 Monitoring of Projects**
- 5.5.1 The Management Committee shall have the responsibility to monitor the services to be carried out under respective SWO's.
- 5.5.2 Monitoring of the Services shall be conducted at each meeting of the Management Committee. This review shall consist at a minimum of expenditure statement and progress reports on each active project or initiative presented by Research Collaborator. Important results and findings may be shared at that time with the Management Committee.
- 6. QUALITY OF SERVICES**
- 6.1 The Research Collaborator shall maintain at all times the highest standards of accuracy in performing the research projects and other non-project type initiatives and shall provide test results within accuracy limits and standard approved by the Company.
- 6.2 Quality check procedures for the processes shall be well defined and quality check measures taken during the processing of data shall be well elaborated in the Research Collaborator's submitted report to the Company.

APPENDIX B
TO
CONTRACT SPECIFICATION

DETAILS OF PLATFORM/PROGRAMS

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APPENDIX B TO CONTRACT SPECIFICATION
MASTER RESEARCH AGREEMENT FOR ENGAGEMENT OF RESEARCH &
DEVELOPMENT PROJECTS
KUWAIT OIL COMPANY (K.S.C.)
 (Register of Commerce No. 21835)

Detailed description of platform/programs included in this MRA as a per company R&D roadmap

The following table outlines the research platforms and associated programs which have been decided upon for the Company integrated R&D/TM roadmap:

"Company R&D Facility" Integrated R&D/TM Roadmap		
Research Platforms	Associated Programs	
U1) Subsurface Imaging	U1) Subsurface Imaging	1. Wave Phenomena 2. Applied Geosciences
	U2) Reservoir Characterization	1. Formation Evaluation 2. Rock and Fluid Properties 3. Fluid Flow
	U3) Drilling and Completions	1. Drilling 2. Completions 3. Stimulation
	U4) Well Management	1. Artificial Lift 2. Well Intervention 3. Monitoring
	U5) Improved HC Recovery	1. Secondary Recovery 2. EOR
	U6) Next Generation	1. Gas 2. Heavy Oil 3. Tight Reservoirs
S1) Integrity & Sustainability	S1) Integrity & Sustainability	1. Materials, Inspection & Corrosion 2. Flow Assurance 3. Water Management 4. Environmental Management 5. Energy Efficiency

1.1. Subsurface Imaging (U1):

Platform Components	Details
Challenges	As conventional reservoirs in Kuwait move progressively from primary production to IOR and EOR, higher seismic resolution shall be required to provide information on internal reservoir architecture, and to monitor changes in reservoir characteristics (pressure, fluid type etc.) over time. In addition, the focus of exploration on new, deeper objectives requires improvements in seismic penetration, whilst evaluation of tight carbonates and shale reservoirs necessitates the development and application of new seismic techniques to image and characterize fracture

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**APPENDIX B TO CONTRACT SPECIFICATION
 MASTER RESEARCH AGREEMENT FOR ENGAGEMENT OF RESEARCH &
 DEVELOPMENT PROJECTS**

	networks. As new non-conventional reservoirs are targeted, an integration of all geoscience data shall be necessary to build the understanding of rock properties and fluid dynamics. Non-seismic methods may be relevant to the support the imaging of shallow reservoirs.
Research Objectives	The key research objectives included under the Subsurface Imaging Platform are: <ol style="list-style-type: none"> I. To improve the penetration of seismic to be able to image deeper reservoirs II. To improve the frequency content of seismic to improve the resolution of internal reservoir architectures III. To improve the ability of seismic to monitor changes in reservoir characteristics and fluids over time IV. To develop integrated geoscience workflows to evaluate new reservoirs, notably tight carbonates and shales
Research Programs	The Subsurface Imaging Platform comprises two Programs: <ol style="list-style-type: none"> 1.1) <i>Wave Phenomena</i>: Comprises research into the propagation of seismic waves through the subsurface, advances in seismic acquisition and processing techniques, and emerging approaches to extract additional reservoir information from seismic attributes. 1.2) <i>Applied Geosciences</i>: Comprises research into non-seismic geoscience methods that are required to develop a more complete understanding of the subsurface, and may include stratigraphy, sedimentology, structural geology, along with non-seismic remote sensing methods (gravity, magnetics, magnetotellurics etc.).

1.2. Reservoir Characterization (U2):

Platform Components	Details
Challenges	Improved reservoir characterization sits at the heart of many of the technology challenges faced by the upstream sector in Kuwait today. In conjunction with improved subsurface imaging new approaches to reservoir characterization shall be required to evaluate non-conventional, tight reservoirs, and more complex reservoirs, where formation evaluation methods may need to be adapted or designed. As conventional reservoirs move into IOR and EOR phases, greater understanding of variations in rock and fluid properties, and in particular the tracking of water and other injectants in the reservoir, shall support the development of advanced static and dynamic reservoir models, whilst studies into multiphase fluid flow in increasingly complex reservoir situations shall facilitate the design of the most appropriate approaches to maximizing ultimate recovery.

**APPENDIX B TO CONTRACT SPECIFICATION
 MASTER RESEARCH AGREEMENT FOR ENGAGEMENT OF RESEARCH &
 DEVELOPMENT PROJECTS**

Research Objectives	<p>The key research objectives included under the Reservoir Characterization Platform are:</p> <ol style="list-style-type: none"> I. To develop the formation evaluation techniques required to evaluate non-conventional reservoirs II. To improve predictions on rock, fluid and PVT properties to support efficient well planning III. To develop detailed and accurate models to facilitate the screening and selection of IOR and EOR methods IV. To investigate mechanisms for the formation of contaminants in the reservoir (asphaltenes, H₂S etc.)
Research Programs	<p>The Reservoir Characterization Platform comprises three Programs:</p> <ol style="list-style-type: none"> 1.1) <i>Formation Evaluation</i>: Comprises research into the tools and procedures to acquire and interpret the data that is required as input to the building of static reservoirs with appropriate characteristics and at the right scale to model complex fluid flows. 1.2) <i>Rock & Fluid Properties</i>: Comprises the acquisition of rock and fluid properties data and research into new measurements and procedures that are necessary to describe complex rock and fluid interactions in the reservoir. 1.3) <i>Fluid Flow</i>: Comprises the development of advanced approaches to the modeling of fluid flows in complex reservoirs (e.g. thin beds), and in non-conventional, tight reservoirs where a smaller scale of investigation is required

1.3. Drilling & Completions (U3):

Platform Components	Details
Challenges	<p>Kuwait's conventional reservoirs have been developed predominantly using conventional vertical wells and completions. Infill drilling activities to target undrained portions of reservoirs increasingly require horizontal and multilateral wells in view of surface space constraints. ICDs are commonly used and are required to be flexibly deployed to manage increasing water production. In addition, exploration activities are targeting deep, high pressure gas-condensate reservoirs with high level of H₂S necessitating the use of specialized materials for drilling and completions equipment, along with amended techniques. As activities increasingly target non-conventional reservoirs, hydraulic fracturing of horizontal wells, and other stimulation methods, shall become commonplace, and drilling techniques shall need to be</p>

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**APPENDIX B TO CONTRACT SPECIFICATION
 MASTER RESEARCH AGREEMENT FOR ENGAGEMENT OF RESEARCH &
 DEVELOPMENT PROJECTS**

	developed to minimize formation damage and maximize productivity from tight reservoir sections.
Research Objectives	The key research objectives included under the Drilling & Completions Platform are: <ol style="list-style-type: none"> I. To develop drilling methods to efficiently access remaining volumes in conventional reservoirs II. To develop approaches for the drilling of HPHT wells with high H₂S content III. To establish approaches to drilling and completion that maximize productivity from tight reservoirs IV. To develop optimum approaches to well completion to minimize water production from conventional reservoirs.
Research Programs	The Drilling & Completions Platform comprises three Programs: <ol style="list-style-type: none"> 1.1) <i>Drilling</i>: Comprises research into new drilling methods (radial drilling, casing whilst drilling etc.), horizontal and multilateral well drilling, and the techniques required to effectively drill HPHT and tight reservoirs 1.2) <i>Completions</i>: Comprises research into Inflow Control Device configurations and deployments, and other completions equipment and procedures 1.3) <i>Stimulation</i>: Comprises investigation of procedures for the stimulation of tight carbonates and shales, including hydraulic fracturing

1.4. Well Management (U4):

Platform Components	Details
Challenges	With increasing maturity of core producing fields in Kuwait, the need for artificial lift is increasing. Greater ESP penetration gives rise to power challenges, whilst configurations require alignment with well and fluid conditions. Alternatives to ESPs are under consideration. Of particular significance are increasing water cuts in mature reservoirs and breakthrough of water via high permeability reservoir intervals or via coning. This situation is expected to become more acute as waterfloods are increasingly implemented. Given the large volumes that are predicted to be produced in coming years, any advances in water shut-off techniques and/or downhole water separation would have significant value. Improved monitoring of well performance and variations in fluid composition are required in order to be able to take preventative action prior to water breakthrough.

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APPENDIX B TO CONTRACT SPECIFICATION
MASTER RESEARCH AGREEMENT FOR ENGAGEMENT OF RESEARCH & DEVELOPMENT PROJECTS

Research Objectives	<p>The key research objectives included under the Well Management Platform are:</p> <ol style="list-style-type: none"> I. To improve the reliability, efficiency and applicability of artificial lift approaches II. To develop procedures to shut-off water production from high permeability reservoir intervals III. To investigate developments in downhole water separation IV. To establish well monitoring procedures to allow well interventions to be planned in advance
Research Programs	<p>The Well Management Platform comprises three Programs:</p> <ol style="list-style-type: none"> 1.1) <i>Artificial Lift</i>: Comprises research into novel methods for deploying and modifying ESP's and research into the applicability of other surface and subsurface pumping technologies, and alternative artificial lift options 1.2) <i>Well Intervention</i>: Comprises research into new mechanical and chemical approaches to shut-off water from high permeability reservoir intervals, downhole water separation, and methods for controlling sand production 1.3) <i>Monitoring</i>: Comprises advances in downhole and surface monitoring of key reservoir and fluid parameters

1.5. Improved Hydrocarbon Recovery (U5):

Platform Components	Details
Challenges	<p>Maximization of ultimate recovery from Kuwait's reservoirs shall require the application of improved hydrocarbon recovery methods. Infill drilling, and the use of artificial lift are already common, whilst water flooding is on the increase. The selection of the right secondary recovery methods is crucial in order to achieve maximum production efficiency whilst managing water and energy resources. The understanding of internal reservoir architecture through integrated subsurface evaluation techniques is a pre-requisite for success. Whilst an exercise to screen Kuwait's reservoirs for EOR has been conducted, EOR is presently in its infancy. In common with secondary recovery, EOR requires strong reservoir characterization, augmented with a deep understanding of fluid flows in the formation, and the potential reaction of the reservoir to injectant fluids.</p>
Research Objectives	<p>The Improved Hydrocarbon Recovery Platform is a cross-disciplinary integrated platform with many</p>

**APPENDIX B TO CONTRACT SPECIFICATION
 MASTER RESEARCH AGREEMENT FOR ENGAGEMENT OF RESEARCH &
 DEVELOPMENT PROJECTS**

	<p>activities under other Platforms contributing to success. The key research objectives included under the Improved Hydrocarbon Recovery Platform are:</p> <ol style="list-style-type: none"> I. To develop the appropriate methods to maximize recovery from conventional reservoirs II. To develop methods to monitor the progress of injectant flood fronts in the reservoir III. To establish procedures to understand multiphase flow in the reservoir
Research Programs	<p>The Improved Hydrocarbon Recovery Platform comprises two Programs:</p> <ol style="list-style-type: none"> 1.1) <i>Secondary Recovery</i>: Comprises research into appropriate secondary recovery techniques, particularly water flooding, and to develop technologies and procedures for the monitoring of fluid variations in the reservoir 1.2) <i>EOR</i>: Comprises screening of established EOR technologies and research into the impact of injectants on the reservoir, and research into new EOR methods that may be relevant to Kuwait.

1.6. Next Generation (U6):

Platform Components	Details
Challenges	<p>For Kuwait to achieve its ambitious growth targets shall require focus on three new resource/reservoir types – gas, heavy oil and tight reservoirs. Gas reservoirs are deep, highly pressured, and typically contain H₂S in high concentration, presenting operational and HSSE challenges. Heavy Oil production via steam injection can be inefficient due to heat leakage to surrounding formations, whilst production of heavier fractions in conventional reservoirs cannot currently be undertaken without impacting conventional production. Kuwait has significant resource potential in tight carbonates and shales. To date, little sampling or data collection has been carried out in these formations to ultimate potential is unclear, and optimum methods for extracting hydrocarbons have not been investigated</p>
Research Objectives	<p>The Next Generation Platform is a cross-disciplinary integrated platform with many activities under other Platforms contributing to success. The key research objectives included under the Next Generation Platform are:</p> <ol style="list-style-type: none"> I. To develop integrated workflows for the evaluation of the non-conventional resources and reservoir types II. To develop procedures for the prediction of reservoir pressures and gas composition in HPHT reservoirs

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**APPENDIX B TO CONTRACT SPECIFICATION
 MASTER RESEARCH AGREEMENT FOR ENGAGEMENT OF RESEARCH &
 DEVELOPMENT PROJECTS**

	<p>III. To investigate mechanisms for the formation of heavy oil and to understand compositional variations</p> <p>IV. To screen and develop the appropriate methods for producing heavy oil</p> <p>To understand variations in tight reservoirs and fluid flow mechanisms within these reservoirs</p>
Research Programs	<p>The Next Generation Platform comprises three Programs:</p> <p>1.1) <i>Gas</i>: Comprises research into pore pressure prediction, and drilling and completion techniques required to safely and cost effectively evaluate HPHT reservoirs.</p> <p>1.2) <i>Heavy Oil</i>: Comprises research into mechanisms of heavy oil formation and compositional variations, screening and development of appropriate techniques to maximize production from heavy oil deposits</p> <p>1.3) <i>Tight Reservoirs</i>: Comprises the development of integrated workflows for the evaluation of tight reservoirs, research into fluid flow mechanisms, and into the appropriate drilling and completions to be employed.</p>

1.7. Integrity & Sustainability (S1):

Platform Components	Details
Challenges	<p>Surface facilities in Kuwait face increasing corrosion challenges due to the age of the facilities, augmented by increasing water cuts and reservoir souring. The complexity of flowlines, gathering stations and other facilities calls for increased vigilance on leak detection, whilst real-time condition monitoring is required to inform decisions on maintenance or replacement of equipment with corrosion-resistant material. Existing water handling facilities are coming under increasing pressure as water production increases and as effluent water requires treatment to more stringent standards for re-injection, disposal or agricultural use. Accompanying increases in water and corrosion is an increased risk for the generation of black powder and asphaltenes, which present HSE risks and hamper oil flow. Increasing power supply to remote locations is required to power ESPs, compressors and other field equipment, whilst emissions standards call for ever improving energy efficiency</p> <p>Upstream facilities in Kuwait face increasing integrity and sustainability challenges. Corrosion, crack propagation, water management and treatment, high levels of emissions are all common challenges in the Kuwait oil and gas</p>

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**APPENDIX B TO CONTRACT SPECIFICATION
 MASTER RESEARCH AGREEMENT FOR ENGAGEMENT OF RESEARCH &
 DEVELOPMENT PROJECTS**

	<p>industry. These challenges are driven by the age of the facilities, increased water cuts, reservoir souring and the changing quality of the crude feedstock.</p>
<p>Research Objectives</p>	<p>The key research objectives included under the Operations & Sustainability Platform are:</p> <ul style="list-style-type: none"> I. To develop advanced approaches for inspection and the monitoring of equipment conditions II. To develop approaches to manage corrosion through treatment or deployment of corrosion-resistant materials III. To establish procedures and technologies for the bulk treatment of effluent water to required standards IV. To establish procedures to predict the formation of contaminants, and develop mitigation approaches V. To improve energy supplies and sustainability through energy efficiency and use of renewables, notably solar power
<p>Research Programs</p>	<p>The Operations and Sustainability Platform comprises five Programs:</p> <ul style="list-style-type: none"> 1.1) <i>Materials, Inspection & Corrosion: Comprises research into prediction and mitigation of corrosion in surface facilities</i> 1.2) <i>Flow Assurance: Comprises research into mechanisms of formation, prediction and mitigation of contaminants, notably Black Powder and Asphaltenes</i> 1.3) <i>Water Management: Comprises investigation of effective bulk water separation and treatment technologies</i> 1.4) <i>Environmental Management: Comprises efforts to reduce the GHG footprint of activities</i> 1.5) <i>Energy Efficiency: Comprises research to incorporate solar and other renewable energy into operations / improve energy efficiency</i>

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APPENDIX C
To
CONTRACT SPECIFICATION
STATEMENT OF WORK (SOW) -
TEMPLATE

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APPENDIX C TO CONTRACT SPECIFICATION

STATEMENT OF WORK TEMPLATE

Kuwait Oil Company (Company)
AND
_____ (Research Collaborator)

SERVICE WORK ORDER (SWO) NUMBER: _____

Pursuant to the MASTER RESEARCH AGREEMENT between Company and Research Collaborator (Contract No. <?>) dated _____ and effective until _____, Research Collaborator shall undertake this work order as follows:

1. Project title
2. Primary Platform and Program
3. Underlying Challenge to be addressed
4. Rationale and Objectives
5. Scope of Work (including methodology, analysis and deliverables) – Attached as Annexure # 1
6. Projects Requirements (e.g., equipment, lab facilities, software and background IP)
7. Key Personnel, other personnel and proposed resources for each milestone – Attached as Annexure # 2
8. Proposed Timeline, Duration and milestones – As per Annexure # 2
9. Total Project Cost (Not To Exceed Value) – Derived based on man-days and other items and unit rates as per Annexure # 2
10. Milestone linked maximum payment – As per Annexure # 2

Acknowledged and Agreed:

Superintendent's Representative

Research Collaborator

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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APPENDIX C TO CONTRACT SPECIFICATION

STATEMENT OF WORK TEMPLATE

Key Personnel and proposed resources - Annexure # 2

SWO no.:

TITLE:

Mile-stone	Deliverable	Period from date of signing of SWO	A Manpower Category from Att. 1A	B Maximum Man-day / Maximum Qty	C Unit rate	D Total man-day Cost (B X C)	E Item from Att. 1B	F Unit rate	G Total cost for item of Att. 1B (E X F)	H Total Amount (D +G)
			Category # 1				Per diem			
			Category # 2				Professional service fee			
			Category # 3				Workshop fee			
			Category # 4				Test 1			
							Test 2			

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APPENDIX D
To
CONTRACT SPECIFICATION
RESEARCH COLLABORATOR
PERSONNEL- MINIMUM
QUALIFICATIONS AND EXPERIENCE

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APPENDIX D

MASTER RESEARCH AGREEMENT FOR ENGAGEMENT OF RESEARCH & DEVELOPMENT PROJECTS

RESEARCH COLLABORATOR'S PERSONNEL

1. With reference to clause 16.2.1 of the General Conditions of Contract, the Research Collaborator shall have experienced manpower for this specialized study. The Research Collaborator shall employ Principle Investigator Researcher, and Co Principle Investigator Researcher position as identified in items 1.1 and 1.2 below. In addition the Research Collaborator shall employ, or cause to employ through a sub-contractor, the personnel identified in items 1.3 through 1.9, as a minimum requirement:
 - 1.1 Principle Investigator Researcher having a minimum of twenty (20) years of experience having PhDs in respective research Program
 - 1.2 Co Principle Investigator Researcher with a minimum of ten (10) years of experience having Masters / PhDs in respective research platforms and/or associated programs.
 - 1.3 Research Chair having a minimum of twenty (20) years of experience in R&D works having experience as University dean.
 - 1.4 External Research Consultant having a minimum of twenty (20) years of experience having Masters / PhDs in respective research platforms and/or associated programs.
 - 1.5 Post Doc Researcher with a minimum of five (5) years of experience having PhDs in respective research platforms and/or associated programs.
 - 1.6 Associate PhD researcher assistant / Part-time Research Assistant with a minimum of five (5) years of experience having Masters / Graduation in respective research platforms and/or associated programs.
 - 1.7 Non-PhD Senior Research Assistant / Senior Technician with a minimum of graduation in any discipline and having ten (10) years of experience in research projects.
 - 1.8 R&D Technician / Research Assistant with a minimum of graduation in any discipline and having five (5) years of experience in research projects.
 - 1.9 Assistant Technician with a minimum of graduation in any discipline and having two (2) years of experience in research projects.

**FORM OF TENDER
AND
ATTACHMENT NOS. 1A, 1B & 2 TO 8**

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To: KUWAIT OIL COMPANY (K.S.C.)
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FORM OF TENDER

Gentlemen,

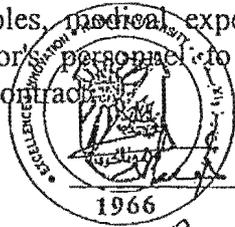
Tender No. : RFP- 2017315

Tender for: MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES (MRA).

Having examined all of the tender documents, including any clarifications issued by you, all in connection with the above-named proposed Engagement:-

1. We, the undersigned, offer to perform the Engagement in strict conformity with the requirements of the tender documents for the Not-To-Exceed value of Kuwait Dinars (in words) One Million Nine Hundred Forty Eight Thousand Four Hundred Fifty only (in figures KD 1,948,450.000/-).
2. We undertake, if our bid is accepted, to complete the Engagement within the period stated in clause 2 of the Contract Specification.
3. We agree to abide by this bid for a period of ninety (90) days from the bid closing date, and agree that it shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. We understand and accept that, in the event that this bid is accepted, we shall be required to enter into a formal agreement with you, which shall be in the form of the proposed Contract forming part of the tender documents.
5. We understand that you are not bound to accept our bid, or to assign a reason for that rejection of any bid.
6. The rates quoted in the Attachments to the Form of Tender include and not be limited to air travel, salaries, bonuses, overheads, insurance, profits, local transportation, accommodation, equipment, consumables, medical expenses, materials and all things necessary for the Research Collaborator personnel to carry out their duties in accordance with the requirements of this Contract.

Signature:



Name: Dr. Husain Alansari

In the capacity of:

Rector of Kuwait University

For and on behalf of:

Kuwait university

Place of incorporation:

Kuwait

Registered office address:

Register of Commerce No.:

Telephone No.

24985259 / 5682

Fax No.: 2498 41709

Email

ercco officers@gmail.com

Date: 14/7/2019

KUWAIT OIL COMPANY (K.S.C.)

(Register of Commerce No. 21835)

ATTACHMENT NO. 1A

- to -

FORM OF TENDER

- for -

PRICE BREAKDOWN OF PERSONNEL CHARGES

With reference to the personnel charges, we quote the following units rates.

Item	Description	Unit	Unit Rate in KD (for entire duration of Contract)
1	Principle Investigator Rescarcher (PI)	Per day	30
2	Co Principle Investigator Researcher (Co-PI)	Per day	25
3	Research Chair	Per day	200
4	Post Doc Researcher	Per day	90
5	Part-time Research Assistant	Per day	12.5
6	Graduate PhD Student researcher	Per day	30
7	MSc Student Researcher	Per day	30
8	External Research Consultant for a period up to 5 days	Per day	300
9	External Research Consultant for a period up to 4 weeks	Per week	1425
10	External Research Consultant for a period of more than 4 weeks.	Per month	5400
11	Mobilization and Demobilization charges of External Research Consultant	Per trip	1500
12	Associate PhD researcher assistant	Per day	35
13	Non-PhD Senior Research Assistant	Per day	30
14	Research Assistant	Per day	27.5
15	Senior Technician	Per day	25
16	Technician	Per day	22.5
17	Assistant Technician	Per day	20

We understand and agree that:

- a) The rates quoted herein are fully inclusive and shall include and not limited to visa arrangements, air travel, salaries, bonuses, overheads, insurance, local transportation, accommodation, equipment, consumables, medical expenses, materials and all things necessary for the Research Collaborator's personnel to carry out their duties in accordance with the requirements of this Contract.

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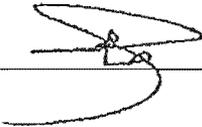
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- b) The quoted rates shall be considered by the Company when evaluating the tenders and the Company shall have the right to reject the whole or any part of the rates.
- c) In case the External Research Consultant is deployed for a period of more than 5 days up to 4 weeks then per week rate or pro rata thereof shall be considered.
- d) In case the External Research Consultant is deployed for a period of more than 4 weeks then per month rate or pro rata thereof shall be considered.

Prof. Taher A. Al-Sahhaf
Vice President for Research

Signed:



For and on behalf of: Prof. Taher Al-Sahhaf - Vice President for Research

Date:

10/10/2017

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KUWAIT OIL COMPANY (K.S.C.)

(Register of Commerce No. 21835)

ATTACHMENT NO. 1B

- to -

FORM OF TENDER

- for -

PRICE BREAKDOWN OF OTHER CHARGES

With reference to the other charges, we quote the following unit rates:

Item	Description	Unit	Unit Rate (KD)	Notes
Travel				
1	All-inclusive Charge for Research Collaborator's PI or Co-PI personnel for visiting research centers outside Kuwait for the services related to KOC assigned SWO. This shall be inclusive of Air ticket, visa, Per diem and the day rate stated in Attachment 1A of Form of Tender.	Per day	500	1
2	Discounted weekly rates for item #1 detailed as above.	Per Week	2800	1
3	Discounted monthly rates for item #1, detailed as above.	Per month	9000	1
Access to Specific Capabilities				
4	Research collaborator facility including Conventional & Miscellaneous Lab Testing facilities including but not limited to Specialized Testing Equipment, Consumables, Access to Software / License etc.	Per day	135	
5	Professional Workshop / Seminar organizing charges for Hosting at Research Collaborator premises (20 delegates or more for 1-day) – Local Professional	Per Day	1500	
Research Program				
6	Mentoring fee	Per day	30	2

Note: The Company has the right to obtain any of the services as per the research projects requirements.

Notes:

- 1) Per-diem rate shall not be payable on days of travel, to and from Kuwait and Per-diem rates shall be payable on all working days, holidays, weekly off, during stay in outside Kuwait. Except if the personnel is not available for the work during working day due to sickness or any other reason.

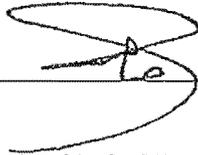
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- 2) Includes necessary office space, allowable access to research lab and Research Collaborator facilities (e.g. libraries), and access to licensed software for Company nominated employee on research work.

Prof. Taher A. Al-Sahhaf
Vice President for Research

Signed:



For and on behalf of: Prof. Taher Al-Sahhaf – Vice President for research

Date:

10/10/2017

KUWAIT OIL COMPANY (K.S.C.)
(Register of Commerce No. 21835)

ATTACHMENT NO. 2

- to -

FORM OF TENDER

- for

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES (MRA).

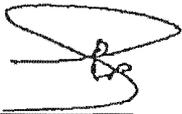
DETAILS OF PERSONNEL

We submit in this Attachment the details / CVs of only key personnel that we propose to employ on the Services.

[As a minimum, the Research Collaborator shall state the name, age, nationality, education, qualifications of each and the employment details since leaving university starting with the present employment position.]

PERSONNEL

SL NO	Name	Designation	Qualification	Years of experiences
1.	Ali Garrouch	Professor	Ph.D. Petroleum Engineering	25
2.	Abdullah Alajmi	Associate Professor	Ph.D. Petroleum Engineering	22
3.	Eissa Al-Safran	Associate Professor	Ph.D. Petroleum Engineering	22
	Extra Personnel in attached sheet	(Please use extra sheets as necessary)		

Signed: 

Date: 23/7/2017

Name: PROF. TAHER AL-JANNAH Designation: VICE PRESIDENT

For and on behalf of: FOR RESEARCH

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DETAILS OF PERSONNEL (Continued from previous sheet)

SL NO	Name	Designation		Years of experiences
4.	Alel Elsharkawy	Professor	Ph.D. Petroleum Engineering	26
5.	Ibrahim Nashawi	Professor	Ph.D. Petroleum Engineering	28
6.	Abdullah Ebrahim	Associate Professor	Ph.D. Petroleum Engineering	25
7.	Osamah Alomair	Associate Professor	Ph.D Petroleum Engineering	16
8.	Fuad Husain Qasem	Associate Professor	Ph.D Petroleum Engineering	21
9.	Mabkhout Al-Dousari	Assistant Professor	Ph.D Petroleum Engineering	14
10.	Faisal Al-Adwani	Assistant Professor	Ph.D Petroleum Engineering	15

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Prof. Ali Ben Ameer Garrouch



Name: Ali Ben Ameer Garrouch
 Rank: Professor
 Department: Petroleum Engineering Department
 Email: ali.garrouch@ku.edu.kw, ali_ameur@yahoo.com
 Telephone: 85234
 Fax: 24849558
 Research Interests: Petrophysics and Core Analysis, Formation Damage Diagnosis, Well Logging, Horizontal and Multilateral Well Completion, Expert Systems and Artificial Neural Networks
 Address: Department of Petroleum Eng., Kuwait University, P. O. Box 5969, Safat 13060, Kuwait

Degree	Field	Institution	Year
Ph.D.	Petroleum Engineering	The University of Texas at Austin, Austin, Texas, USA	Aug, 1992
M.S	Petroleum Engineering	The University of Texas at Austin, Austin, Texas, USA	May, 1987
B.S	Petroleum Engineering	Louisiana State University; Baton Rouge, Louisiana, USA	May, 1985

Rank	Month-Year
Professor	2005
Associate Professor	1998
Assistant Professor	1993

Own Thesis

Title	Type	Institution	Year
Dielectric properties of fluid saturated rocks	PhD	The University of Texas at Austin	Aug, 1992
The effect of wettability, stress, and temperature on the saturation and cementation exponent of the Archie equation	MSc	The University of Texas at Austin	May, 1987

Societies

Name	Country	Membership	Year/Period
Society of Professional Well Log Analysts			1998 - 2012
Society of Core Analysts			1989 - 2012
Society of Exploration Geophysicists			1989 - 1994
Society of Petroleum Engineers			1985 - 2012

Experience (Academic)

Institution	Designation	Year/Period
Kuwait University	Professor	Feb, 1993 - Jan, 2012

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Experience (non-Academic)

Organization	Designation	Year/Period
ARCO Exploration and Production Technology	Visiting Professor	1996
University of Texas at Austin	Postdoctoral Fellow	Sep, 1992 - Sep, 1993
University of Texas at Austin	Teaching Assistant	Nov, 1985 - Aug, 1992

Professional Activities

Designation	Details	Year/Period
Attended Workshop	1.Introduction to Underbalanced Drilling, SPE, ATCE 2008, Denver 2.Horizontal Well Completions,SPE, ATCE 2008	Jan, 2008
Member of Referee Committee	Teaching Award Prize for College of Engineering	2007
Member of Referee Committee	LABEX Award Prize for College of Engineering	2007
Invited Guest Speaker	PetroTel Oil Company, Multilateral Well Completion and Formation Damage Diagnostic Tools, Plano, Dallas	May, 2006
Invited Guest Speaker	International Quality and Productivity Centre Conference on Multilateral Wells, Dusit Hotel, Dubai	Mar, 2006
Invited Guest Speaker	SPE Middle East Colloquium on Petroleum Engineering Education, Grosvenor House Hotel, Dubai	Feb, 2006
Member of Referee Committee	Faiza Al-Kurafi Prize, Kuwait University	2006
Member of Referee Committee	Mohammed Ahmed Al-Ajeel M.S.Thesis: Tunisian Sid El Kilani Oil Field Modeling, Geology Département, Kuwait University	2006
Member of the Referee Committee	För Souad Al-Anzi M.S.Thesis: Modeling the dynamics of non-linear PDE using neural networks, Math Department, Kuwait University	2003
Invited Guest Speaker	ARCO Exploration and Production Technology: Applications of Karhonen-Loeve Decomposition Plano,Texas	May, 1996
Director	Graduate School Program at the Petroleum Engineering Department	2006 - 2007
Technical Editor on Review Committee	International Journal of Petroleum Science and Technology (IJPST)	2006 - 2012
Director	Graduate school program at the Petroleum Engineering Department	2001 - 2003
Invited Guest Speaker	Society of Core Analyst Forum: SCAL for Optimum Reservoir Development, Abu Dhabi	Oct, 1998 - Oct, 1998
Invited Guest Speaker	SPE Applied Technology Workshop: Carbonate Reservoir Stimulation, SAS Hotel, Kuwait	Nov, 1997 - Nov, 1997
Invited Guest Speaker	GRI/SPWLA International Forum on Permeability Well Logging, Houston,Texas	Feb, 1997 - Feb, 1997
Chairman	Undergraduate Program Committee	1993 - 2007
Chairman	Research Committee	
Technical paper Reviewer	For Petroleum Science and Engineering Journal, Kuwait Journal of Science and Engineering, Journal Porous Media, SPE Production and Petrophysics Journal	

Special Duties

Office/Department/Institution	Duty	Year
Graduate School of Programs at the Petroleum Engineering Department	Director	2006 - 2007
Graduate School Program at Petroleum Engineering Department	Director	2001 - 2003

Committees

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KUWAIT OIL COMPANY (K.S.C)
(Register of Commerce No.21835)

ATTACHMENT NO. 3

- to -

FORM OF TENDER

- for -

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES (MRA).

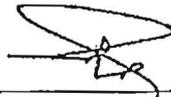
STATEMENT AND CERTIFICATE

1. We (As defined by Article 20 of the Law No. '37/1964), hereby certify that none of the owner(s)/partners of our firm or local agent (as applicable) is a member of the Central Tenders Committee or an employee of the Kuwait Oil Company or a member of KPC / KOC Board of Directors or KPC HTC / KOC Tender Committee.
2.
 - i) Further, we submit a certificate from the Ministry of Commerce and Industry, indicating owner(s)/partner's names of our firm/local agent. *NOT APPLICABLE*
KUWAIT UNIVERSITY IS A GOVERNMENTAL
 - ii) We also submit the following (Applicable for local bidders and local agents of *INSTITUTION* foreign bidders only):

2.1	For Companies:	Copy of Article of Association and latest amendment thereto (if any).
2.2	For Establishments	The Ministry of Commerce and Industry certificate indicating owner(s)/partners names.

- iii) We undertake to submit any changes / updates made on the above declaration / documents as and when they are introduced.
3. If our offer is successful we hereby agree to enter in to a Contract for the subject Services/Works under the above stated name having such particulars.

Signed: _____



Date: _____

Name: TAMER AL-JABBARI

Designation: VICE PRESIDENT FOR RESEARCH

For and on behalf of: _____

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Justification for Registration

The purpose of the registration is for the tender

FRP - Master Research Agreement for collaboration on Research And Development of Strategic Objectives

Between Kuwait Oil Company and Kuwait University

The following is a statement of justification on why Kuwait University (KU) should be a sole source for cooperation on research focused on the petroleum sector with Kuwait Oil Company.

Kuwait University (KU) is the premiere institution of higher education and the epic center of world-class research in the State of Kuwait. The University consists of 16 colleges encompassing nearly every major discipline in the sciences and humanities. KU has over 1400 faculty members of whom the majority are holders of Ph.D. degrees from prestigious universities primarily located in the Western Industrialized Countries with the largest proportion being graduates of well-known and highly regarded US universities, UK, and variety of other countries.

The College of Engineering, the College of Science, and the Medical Sciences Center among others are well known for their outstanding undergraduate and graduate curriculums which is comparable to those offered in the US and elsewhere, faculty research of the highest quality with notable impact among the scientific community, and superior facilities consisting of advanced laboratories equipped with the latest instruments and computers. Specifically, the College of Science at KU contains 15 general facilities labs and research centers that offers the faculty the opportunity to undertake highly specialized research in variety of scientific disciplines including those focused on chemical, physical and geological aspects of the oil industry. The College of Engineering, on the other hand, also houses 3 general facilities well-endowed with the latest equipment and instruments which allow the engineering faculty

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to undertake their research with utmost precision and with highest quality. All issues related to the engineering concerns of the oil industry can be studied as the relevant experts and facilities are available. Furthermore, several research projects have been executed on topics related to the petroleum industry and funded by the petroleum and petrochemical companies in Kuwait.

In addition to the above scientific colleges, the College of Business Administration (CBA) with its high quality faculty and expertise in various fields of Economics, Accounting, Management, Operations Management and Management Information Systems provide the opportunity to undertake additional and vital research focused on the business side of the KOC operations. Currently, CBA faculty provides extensive research and consultation assistance to multitude of entities both public and private.

Being the home for such a wide-ranging capabilities, KU extends its high quality research services and educational opportunities to various public and private entities within Kuwait. It is hoped that such an advanced level of cooperation and service to various parties within the country will result in beneficial outcomes in the form of solutions to problems encountered by these entities.

Based on the above, the Office of Vice President for Research would like to request the Management of the Kuwait Oil Company (KOC) to consider Kuwait University as their sole destination for their research and analysis needs. The Vice President for Research at KU and his assistants will make every effort to ensure that the mutual endeavors are highly productive and extremely beneficial to KOC. We believe such a close cooperation between two outstanding institutions that are dedicated to serving the people of Kuwait will result in a win-win outcome for all.

Professor Taher Al-Sahhaf

Vice President for Research

Kuwait University

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KUWAIT OIL COMPANY (K.S.C)
(Register of Commerce No.21835)

ATTACHMENT NO. 4

- to -

FORM OF TENDER

- for -

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES (MRA).

Registration Details *KUWAIT UNIVERSITY*

1. Registration summary of the invited Bidder:

3.1	Register of Commerce number	<i>NOT APPLICABLE</i>
3.2	Correct name of the company that appears in the Registration Certificate.	
3.3	A company registered in (Country of registration)	
3.4	Registered office is at (Full physical street address)	

2. If our offer is successful we hereby agree to enter in to a Contract for the subject Services/Works under the above stated name having such particulars.

Signed: _____



Date: _____

23 / 7 / 2017

Name: _____

TAMER AL-JANNAF

Designation: _____

VICE PRESIDENT FOR RESEARCH

For and on behalf of: _____

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KUWAIT OIL COMPANY (K.S.C.)
(Register of Commerce No. 21835)

ATTACHMENT NO. 5

- to -

FORM OF TENDER

- for -

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES (MRA).

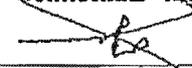
DECLARATION OF COMMISSION

In accordance with the provisions of Articles 2 and 3 of the Law No. 25/1996 relating to declarations of commissions in connection with State contracts, we submit the following details relevant to this Contract:

	Remarks/Declaration
Third party (e.g. agent/broker/middleman)	NIL
Full name of third party	NIL
Role of third party in connection with this Contract and tender	NIL
Occupation of third party	NIL
Home of record of third party	NIL
Kuwait address of third party,	NIL
Kuwait address for serving notices on third party	NIL
Value/percentage of commission	NIL
Whether commission made direct/indirect	NIL
Method of payment of commission	NIL
Type of commission (money, benefits, or in kind)	NIL
Place where commission made	NIL
Name of recipient	NIL

- If no commissions are involved, please write 'Nil' against the items above.

Note: i) All the details must be provided.
ii) Writing "~~Confidential~~" is not acceptable.

Signed:  Date: 23/7/2017
Name: TAHER AL-JAHHAF Designation: VICE PRESIDENT FOR RESEARCH
For and on behalf of: _____

KUWAIT OIL COMPANY (K.S.C)
(Register of Commerce No.21835)

ATTACHMENT NO. 6

- to -

FORM OF TENDER

- for -

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES (MRA).

PRELIMINARY HSE PLAN

We hereby submit our preliminary outline of the Contract HSE Plan.

1. We agree to implement current Kuwait Oil Company's HSEMS guidelines and it's all ongoing amendments;
2. We agree to implement our corporate HSE guidelines.
3. We hereby attach a Services-specific HSE Plan (maximum 4-5 pages).
 - a) HSE Plan addressing potential hazards, safety deliverables and HSE issues associated with various phases of the Project.

Note to Bidders: Please do not include your corporate Catalogue. (Refer to 2. above).

Signed:



For and on behalf of: PROF. TAHER AL-JANNAH

Date:

23/7/2017

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RFP- 2017315

**MASTER RESEARCH AGREEMENT FOR COLLABORATION ON
RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES**

PRELIMINARY HSE PLAN – KUWAIT UNIVERSITY

Research will be conducted in the laboratory of the petroleum engineering department.
Safety measures are observed in the laboratory regarding:

- a. Safety is to be observed in the behavior and conduct of the researchers and technicians working in the lab.
- b. Proper handling of crude oil, gases and chemicals, solvents and flammable liquids in conducting experiments.
- c. Safe disposal of crude oil samples and chemicals.
- d. Safe securing and fixing of experimental equipment.
- e. Testing of equipment working under pressure or under vacuum especially if the equipment has glass components.
- f. Safe handling of spillage of chemicals especially acids or bases.

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KUWAIT OIL COMPANY (K.S.C)
(Register of Commerce No.21835)

ATTACHMENT NO. 7

- to -

FORM OF TENDER

-for -

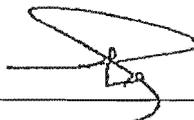
MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH &
DEVELOPMENT STRATEGIC OBJECTIVES (MRA).

BIDDER'S BANK DETAILS

We confirm that our bank account to be used in case we become Research Collaborator is already registered with the Company.

Our bank account to be used in case we become Research Collaborator is not registered with the Company, but we enclose in this Attachment an authenticated letter from our bankers giving the exact details of our bank account.

Signed:



For and on behalf of:

PROF. TAHER AL-SAHHAFF

Date:

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KUWAIT OIL COMPANY (K.S.C.)
(Register of Commerce No. 21835)

ATTACHMENT NO. 8

- to -

FORM OF TENDER

- for -

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES (MRA).

KUWAITI NATIONALS

With reference to the Particular Instructions to the Bidder, we hereby confirm our compliance with the provisions of Council of Ministers Resolution No. 904/2002 pertaining to employment of Kuwaiti Nationals in the percentage specified therein.

Further, we submit the appropriate certification to prove our fulfillment of the said requirement.

[IMPORTANT: This attachment is required to be completed by local bidders, and by foreign Consultants if they have a local agent. If the foreign Consultant does not have an agent, then this Attachment is not required and the Consultant shall mark it "NOT APPLICABLE", sign it and include it in the bid].

NOT APPLICABLE
KUWAIT UNIVERSITY IS A GOVERNMENT
INSTITUTION

Signed : _____

For and on behalf of : PROF. TANER AL-SANNAF

Date : _____

HEALTH, SAFETY AND
ENVIRONMENT GUIDELINES



Kuwait Oil Company

Health, Safety, and Environment Management System (HSEMS) Guidelines for Contractors

Document Number: KOC.GE.033

Document Author:	TL HSE Systems	Document Coordinator:	TL Standards
Approved by:	KOC HSEMS Procedures Sub-committee		
Authorized by:	KOC HSSE Implementation Committee		
Original Issue Date:	September 2006	Document Control Tier:	Tier 2
Revision/Review Date:	February 2015	Next Review Date:	January 2020

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KOC HSEMS GUIDELINES FOR CONTRACTORS
KOC.GE.033

Revision 2
Page 2 of 18

REVIEW AND REVISION LOG		
REVISION		REVIEW/REVISION DETAILS
No.	DATE	
0	Sept. 2006	Final document approved and issued for implementation
1	July 2011	Amending the document utilizing the updated HSEMS document control format; Incorporated the relevant and applicable KPC HSEMS mandatory requirements; Incorporated all the valid comments received from across KOC.
2	Feb. 2015	Section 2.0 – Included additional references to related procedures; Section 3.0 – Included new definitions added in the document; Section 5.0 – Minor amendments to incorporate the latest revisions in the pertinent HSEMS procedures related to the subject respective issues; Section 6.0 – Amended, including Table-1, the HSE personnel requirements; Section 7.0 – Amended, including Table-2, the qualification & experience requirements for HSE personnel as well as added new designations; Section 8.0 – Amendments to Table-3 to reflect the revisions in Section 5.0 as well as added Drilling Contracts and merged Service Contracts.

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1.0 Purpose and Scope

The purpose of this document is to ensure that the Contractor implements Company's best practices of Health, Safety and Environment Management System ("HSEMS") in its Contract.

The Company is striving to achieve high industry standards in HSEMS as elaborated in the Guide to KOC HSE Management System, Relevant KOC HSE procedures, standards & recommended practices. These documents can be obtained either from the Company's website or from the Company's HSE Group or directorate/asset HSE teams. The Company believes that good HSEMS and performance is an integral part of efficient and profitable business management.

The primary objective of this document is to prevent or reduce the potential of incidents involving personnel, property and/or environment in all Company's controlled areas and activities. The Company expects all contractors and their subcontractors' employees at all levels to cooperate and participate in its implementation.

Notwithstanding any requirements herein to the contrary, the Contractor shall fully comply with the statutory obligations stipulated in the Company's General Conditions of Contract pertaining to Health, Safety and Environment ("HSE") and the HSE procedures.

The Guidelines define the minimum contractual obligations towards Health, Safety and Environment that the Contractor shall fulfill upon award of the Contract by the Company.

2.0 References

- KOC HSE Policy
- KOC HSEMS Guide
- KOC HSEMS Roles & Responsibilities Guide
- KOC.GE.007 – HSE Incident Reporting and Investigation Procedure
- KOC.GE.011 – HSE Procedure for Exploration, Drilling & Workover Operations
- KOC.GE.012 – Contractor HSE Oversight Procedure
- KOC.GE.024 – Procedure for Implementation of SOC (Safety Observations and Conversations)
- KOC.GE.026 – KOC Corporate Emergency Response Plan
- KOC.GE.028 – HSE Training, Awareness and Continued HSE Learning Process
- KOC.GE.030 – Procedure for Site Verification Visits (SVV)
- KOC.GE.050 – Procedure for Project HSE Review (PHSER)
- KOC-L-010, Part-1 – KOC Standard for Personal Protective Equipment
- KOC.SA.010 – Procedure for Personal Protective Equipment (PPE)
- SA.KPC.061.10.0 – KPC Contractor Safety Standard
- Other relevant and applicable KOC HSEMS Procedures and Guidelines
- Relevant and applicable KOC Standards



3.0 Terms and Definitions

Audit – Systematic, documented verification process of objectively obtaining and evaluating evidence to determine whether specified HSE activities, events, conditions, management systems, or information about these matters conform to audit criteria.

Continual improvement – The process of improving the HSE performance on an ongoing basis, through enhancements to the management system, and consistent with the HSE Policy.

Contractor – An organization or individual that provides a service to KOC in a contractual situation.

Corrective Action – Measures taken to address finding and where necessary, to preclude recurrence.

CPR/AED – Cardiopulmonary Resuscitation / Automated External Defibrillator

Hazard – A state or condition or physical or chemical characteristic having the potential for causing damage to property, people or environment.

Health Surveillance – Health surveillance is the monitoring of workers' health to identify health effects from exposure to a substance or process that may impact on a person's health.

High/Medium Risk – Refer to KOC Risk Assessment Procedure (KOC.SA.018) for definition and details.

HSE Performance – The measurable results of the HSEMS, related to the control of health & safety risks, environmental aspects, HSE compliance status, and the achievement of HSE objectives and targets.

Low Risk – Refer to KOC Risk Assessment Procedure (KOC.SA.018) for definition and details.

Non-compliance/Non-conformance – Failure to meet/conform to a stated HSE requirement or standard of performance.

Risk – It is the likelihood of a hazard occurrence resulting in an undesirable event.

SOC – Safety Observation and Conversation (Refer KOC HSEMS procedure KOC.GE.024)

Superintendent of Contract – The Superintendent of the Contract shall be the Company's management staff designated in writing to the Contractor by the Company (as defined in the contract document).

SVV – Site Verification Visit (Refer KOC HSEMS procedure KOC.GE.030)



4.0 HSEMS Aims and Objectives

- 4.1 The following are the aims and objectives of the Health, Safety and Environment Management System that apply to the Contractors on activities/ services for the Company, for which the minimum requirements are as stipulated in Section 5.0:
- A. The Contractor shall state and document its HSEMS requirements.
 - B. The Contractor shall clearly define its commitment and accountabilities for the identified roles.
 - C. The Contractor shall demonstrate its HSE performance competency through the organization.
 - D. The Contractor shall employ suitable and recognized methods for identifying, assessing, reviewing and handling hazards, risks and their consequences.
 - E. The Contractor shall adequately reflect the ability to meet all the HSE commitments in its HSE plan and procedures.
 - F. The Contractor shall monitor and coordinate its overall HSE activities to ensure continuously improving HSE performance.
 - G. The Contractor shall put in place an effective Assessment scheme to audit, review and improve its HSE management.
- 4.2 The specific HSE requirements relevant for each type of contract are as shown in Section 8.0, Table-3 herein.
- 4.3 The Company reserves the right to audit and review the Contractor's HSEMS during any phase of the contract, and, may take any necessary and warranted action for any non-compliance observed.

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5.0 Minimum HSEMS Requirements

Aims and Objectives	Minimum Requirements
<p>A.</p> <p>POLICY & STRATEGIC OBJECTIVES</p> <p>The Contractor shall state and document its HSEMS requirements as follows:</p>	<p>A1. The Contractor shall have a documented corporate HSE policy with senior most management personnel in the organization responsible for ensuring the implementation of this policy.</p> <p>A2. The Contractor's HSE policy for the contract shall be compatible with the Company's corporate HSE policy and contribute to realizing this. In case of any possible incompatibilities, these shall be identified by the Contractor and clarified/ resolved with the Company prior to the tender closing date.</p>
<p>B.</p> <p>LEADERSHIP, COMMITMENT & ACCOUNTABILITY</p> <p>The Contractor shall clearly define its commitment and accountabilities for the identified roles as follows:</p>	<p>B1. The responsibility for HSE shall lie with the line management and the top executives shall be personally involved in HSE management.</p> <p>B2. The commitment to HSE shall be evident at all levels within the organization and the corporate culture shall ensure a positive attitude to HSE issues in line with KOC HSEMS Roles & Responsibilities Guide.</p> <p>B3. The Contractor's HSEMS shall demonstrate, to the reasonable satisfaction of the Company, that the aims and objectives of its HSE policy are demonstrated through documented performance.</p> <p>B4. The Contractor shall be accountable and ensure that all of its subcontractors comply with its HSEMS as approved by the Company and the Company's HSE requirements.</p> <p>B5. The Contractor shall provide suitable welfare (i.e., health care, housing, food and living conditions), as applicable, for its employees to improve their capability so as to provide the best services possible. The Contractor shall adhere to the minimum limit for housing approval as per the Company's requirements.</p>

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Aims and Objectives	Minimum Requirements
<p>C.</p> <p>ORGANIZATION, RESOURCES & TRAINING</p> <p>The Contractor shall demonstrate its HSE performance competency through the organization as follows:</p>	<p>C1. All personnel working in the contract at KOC facilities/ premises shall be aware of the KOC approved Contractor HSE plan, and, readily understand the hazards and risks involved as well as their associated controls and safeguards for the work they are assigned.</p> <p>C2. All personnel working in the contract shall undergo an induction program prior to entering any of the Company's facilities/ premises. The Company will provide induction program only for the Contractor's/ subcontractors' key personnel, who in turn shall provide the induction program for all its other personnel.</p> <p>C3. The Contractor shall employ qualified HSE professionals who shall be responsible for providing assurance of sound standards of HSE performance for the duration of the contract. The Contractor shall seek, where necessary, expert/ specialist advice from the Company or external Consultants. (Refer Sections 6.0 and 7.0)</p> <p>C4. The Contractor shall provide appropriate training to its personnel responsible for the HSE management of the Contract and Site, such as HSE plan, Project HSE Reviews (PHSER), Risk Assessment studies, Job Safety Analysis, ISO 14001/OHSAS 18001, HSE Train-the-Trainer, Kuwait Regulations, etc..</p> <p>C5. The Contractor shall ensure that all its personnel, including its subcontractors' personnel, are given HSE training and awareness program including first aid, CPR/AED, fire, Explosive Ordinance Disposal (EOD), defensive driving, etc. and the contractor shall submit a training matrix for all its personnel, in line with KOC procedure KOC.GE.028, for Company's approval prior to the start of site work.</p> <p>C6. The Contractor shall have a system for the selection, placement and on-going training of its personnel to meet specified job requirements, and, to assess and provide feedback on their performance.</p>

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Aims and Objectives	Minimum Requirements
<p>D.</p> <p>RISK EVALUATION & MANAGEMENT</p> <p>The Contractor shall employ suitable and recognized methods for identifying, assessing, reviewing and handling hazards, risks and their consequences as follows:</p>	<p>D1. The Contractor shall have a systematic documented process in place for identifying, assessing and categorizing the HSE aspects and hazards, their respective impacts and consequences, and the corresponding mitigation/ reduction/control measures. The risk assessments shall consider all physical, chemical, ergonomic and psychosocial/ organizational factors that could be detrimental to the health and performance of its personnel and the environment.</p> <p>D2. The Contractor shall establish a Personnel Health Program covering all its employees to demonstrate personnel engaged are healthy and fit for the respective work, which shall include pre-employment and periodical medical examinations (PME), work environment monitoring, personal monitoring, etc. as applicable to the scope of works/services.</p> <p>D3. The Contractor shall provide all necessary Personnel Protection Clothing and Equipment, as required by the risk assessment for their respective work assignments and in line with the applicable KOC procedure (KOC.SA.010) and standard (KOC-L-010, Part-1), to all its personnel for the safe performance of all works/ services.</p> <p>D4. The Contractor shall conduct Project HSE Reviews (PHSER) at various phases of the Contract as may be required by the Contract and as outlined in the Company procedure KOC.GE.050.</p> <p>D5. The Contractor shall have a documented Environmental management program for monitoring discharges, minimizing environmental impacts and otherwise ensuring that all activities are carried out with due regard to the preservation of air, water, soil, animal and plant life.</p> <p>D6. The Contractor shall have a documented system for identifying, classifying, handling and disposing of wastes.</p>

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Aims and Objectives	Minimum Requirements
<p>E.</p> <p>HSE PLAN & PROCEDURES</p> <p>The Contractor shall adequately reflect the ability to meet all the HSE commitments in its HSE plan and procedures as follows:</p>	<p>E1. The Contractor shall submit the Contractor HSE plan and obtain approval of the Superintendent of Contract prior to the start of work.</p> <p>E2. The Contractor shall establish relevant HSE procedures as applicable to all the phases of the contract.</p> <p>E3. The Contractor shall ensure compliance to all the applicable Company's HSE requirements, Kuwait's laws and regulations, and other International standards/ guidelines for safe working practices as stipulated in the contract documents.</p> <p>E4. The Contractor shall ensure all the equipment and tools utilized for the works/services are fit-for-purpose at all times, and, all critical equipment are tested and certified, as required.</p> <p>E5. The Contractor shall have a documented system for proposing and implementing changes to the equipment/ design/ procedures that also includes an effective way of communicating the changes.</p> <p>E6. The Contractor shall systematically report, follow-up and action recommendations from all accidents, incidents, near misses and non-conformances in line with KOC procedure KOC.GE.007 as part of an ongoing improvement process and shall capture and use the lessons learnt for improving future performance.</p> <p>E7. The Contractor shall ensure that its employees understand the Company's emergency response plan (KOC.GE.026) and site specific plans, and, open communications exist between the Contractor's personnel and the Company with respect to HSE.</p>

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Aims and Objectives	Minimum Requirements
<p>F.</p> <p>IMPLEMENTATION & MONITORING</p> <p>The Contractor shall monitor and coordinate its overall HSE activities to ensure continuously improving HSE performance as follows:</p>	<p>F1. The Contractor's personnel at all levels of its organization shall demonstrate active involvement in the management of HSE, inclusive of provisions to share learning across the Contractor's organization and periodic reporting to the Company.</p> <p>F2. The Contractor shall put in place a documented system to conduct and record HSE meetings. These meetings shall be chaired by the Contractor's most senior representative for the contract. The Contractor shall ensure that all the HSE issues, concerns and discussions are circulated/ communicated to its personnel at all levels.</p> <p>F3. The Contractor shall have a transparent and well documented system for communicating its HSE performance to the Company and submit weekly and monthly reports as stipulated in the relevant Company's procedures.</p> <p>F4. The Contractor shall establish an HSE committee comprising members from its site functional teams to inform/consult with all its employees on HSE issues.</p>
<p>G.</p> <p>CONTINUOUS ASSESSMENT AND IMPROVEMENT</p> <p>The Contractor shall put in place an effective assessment scheme to audit, review and improve its HSE management as follows:</p>	<p>G1. The Contractor shall conduct self-assessments to evaluate the effectiveness of its HSE management system. A consistent approach shall be adopted for the assessments and its documentation.</p> <p>G2. The Contractor shall review the findings from the Company's HSE Audits, Inspections, SVVs, SOCs, Near-misses, etc. and take appropriate timely corrective/ preventive actions to close all findings.</p> <p>G3. The Contractor shall periodically assess the HSE performance and records of its subcontractors to ensure compliance.</p>

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6.0 HSE Personnel Requirements

TABLE - 1					
Number of Contractor Personnel	Nature of Work/Activity (Refer Sec. 3.0)	Minimum No. of HSE Personnel Required (Refer Sec. 8.3)			
		Safety Engineer	Safety Officer per site/area*	Environment Officer	Industrial Hygiene Officer
50 personnel or less	High/Medium Risk	One (1)	One (1)	One (1) per Contract **	One (1) per Contract **
	Low Risk	Not Mandatory	One (1)		
More than 50 personnel	High/Medium Risk	Minimum One (1)	One (1) for every 50 personnel		
	Low Risk		One (1) for every 100 personnel		

Notes: * Site or Area, whichever is applicable to the Contract activities.
** Exemption is allowed in case of concurrent contracts for the same Contractor.

- 6.1 An HSE manager, an HSE Specialist and an Environment Engineer shall be appointed prior to the start of work for LSTK and EPC contracts. Additionally, an HSE Specialist shall be available during the design phase of the contracts to coordinate implementation of Contractor HSE plan and HSE design requirements.
- 6.2 The requirements provided above and in Table-1 are only minimum requirements. The directorate/asset HSE team shall decide on the final requirements based on the scope of work for the respective contracts after the review of the contract documents and advice the Superintendent of Contract accordingly.
- 6.3 For additional requirements for drilling contracts, the requirements stipulated in the KOC HSE Procedure for Exploration, Drilling & Workover Operations (KOC.GE.011) shall be implemented.
- 6.4 The Contractor shall submit to the Superintendent of the Contract, within thirty (30) days from the date of commencement of the Contract, curriculum vitae along with all the educational/ professional qualifications and service experience of the HSE personnel to be employed by it for the Contract.
- 6.5 All HSE personnel (Contractor and Sub-contractor) shall be evaluated, approved and authorized based on the submitted curriculum vitae, personal interview and written test conducted by the concerned directorate/asset HSE team of the Company.

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- 6.6 All HSE personnel shall be issued the gate pass only after the approval of the personnel by the directorate/asset HSE team.
- 6.7 The competency of the Contractor's HSE personnel, including the Sub-contractors', shall be subject to verification through review/ audit process by the Company during any phase of the Contract. If any non-compliance is observed, such personnel shall be required to be withdrawn from the Site immediately, even though such HSE personnel were approved by the Company.
- 6.8 The Contractor shall not replace any of its Company approved HSE personnel without obtaining a written concurrence of the Superintendent subject to providing documentary evidence and reasons for the removal. The Contractor shall provide a suitable replacement, duly approved by the Company, prior to the removal of such HSE personnel from the Site. The replacement of HSE personnel shall be approved 30 Days before the expected absence/ non-availability of the HSE personnel.
- 6.9 In the event of absence and/or non-availability of the Contractor's HSE personnel from the Site for what-so-ever reason, without an approved replacement, the Company shall apply the provisions of the Contract for non-compliance.



7.0 HSE Personnel Qualification

TABLE - 2	
Designation	Qualification & Experience
HSE Manager	<p>1- Bachelor's Degree in Engineering from a recognized and reputed university (4-years regular course), with minimum 15 years' experience as HSE personnel, which includes minimum five (5) years' experience in Oil and Gas Industries.</p> <p>2- Must possess two or more HSE certifications (certified courses) in General Industrial Safety, Construction Safety, Environmental Management, Industrial Hygiene, ISO 14001 / OHSAS 18001 Lead Auditor, NEBOSH, ICertOSH, ASSE Certificate in Global Safety Management or equivalent courses.</p>
HSE Specialist/ Superintendent	<p>1- Bachelor's Degree in Engineering* from a recognized and reputed university (4-years regular course), with minimum 12 years' experience as HSE personnel in the relevant field, which includes minimum three (3) years' experience in Oil and Gas Industries.</p> <p>2- Must possess two or more HSE certifications (certified courses) in General Industrial Safety, Construction Safety, Environmental Management, industrial Hygiene, ISO 14001 / OHSAS 18001 Lead Auditor, NEBOSH, ICertOSH, ASSE Certificate in Global Safety Management or equivalent courses.</p>
Safety/ Environment - Engineer	<p>1- Bachelor's Degree in Engineering* from a recognized and reputed university (4-years regular course), with minimum 5 years' experience as HSE personnel in the relevant field, which includes minimum two (2) years' experience in Oil and Gas Industries.</p> <p>2- Must have successfully completed one or more certified HSE course(s) in any category of training in General Industrial Safety, Construction Safety, Environmental Management, industrial Hygiene, ISO 14001 / OHSAS 18001 Lead Auditor, NEBOSH, IOSH, ASSE Certificate in Global Safety Management or equivalent courses, as appropriate to the designation.</p>
Industrial Hygienist	<p>1- Bachelor's Degree in Engineering (Mechanical/ Chemical/ Environmental) or Master of Science (M.Sc.) in Chemistry/ Physics/ Biology/ Environmental Toxicology or Industrial Hygiene and the equivalent specialization with minimum of eight to ten (8-10) years' industrial hygiene experience, which includes one to two (1-2) years' experience in Oil and Gas Industries.</p> <p>2- Must have successfully completed minimum one (1) certified IH course that meet the criteria of American Board of Industrial Hygiene (ABIH).</p> <p>OR</p> <p>Must have completed minimum one (1) training module offered by Bureau of Occupational Safety & Health (BOSH)/ American Industrial Hygienists Association (AIHA).</p>

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<p>Safety/ Environment - Officer/ Supervisor</p>	<p>1- Bachelor's Degree in Science** or Diploma in Engineering* from a recognized and reputed university (regular course), with minimum five (5) years' experience as HSE personnel in the relevant field.</p> <p>OR</p> <p>Bachelor's Degree in any other discipline from a recognized and reputed university (regular course) with an IOSH or NEBOSH Certification*** from a recognized and reputed Institute, with minimum five (5) years' experience as HSE personnel in the relevant field.</p> <p>OR</p> <p>Successfully passed High School with an IOSH or NEBOSH Certification from a recognized and reputed Institute, with minimum ten (10) years' experience, including seven (7) years' as HSE personnel in the relevant field.</p> <p>2- Must have successfully completed one or more certified HSE course(s) in any category of training in General Industrial Safety, Construction Safety, Environmental Management, Industrial Hygiene, ISO 14001 / OHSAS 18001 Lead Auditor, NEBOSH, IOSH, ASSE Certificate in Global Safety Management or equivalent courses.</p>
<p>Industrial Hygiene Officer</p>	<p>1- Bachelor of Science (B.Sc.) Degree in Chemistry/ Physics/ Biology or Environmental Science. Diploma in Industrial Hygiene preferable.</p> <p>OR</p> <p>Diploma in Mechanical/ Electrical/ Nursing/ or Civil along with Diploma in Industrial Hygiene.</p> <p>OR</p> <p>Equivalent specialization.</p> <p>2- Must have minimum of six (6) years Industrial Hygiene experience.</p> <p>3- Must have successfully completed minimum one (1) certified IH course that meet the criteria of American Board of Industrial Hygiene (ABIH).</p> <p>OR</p> <p>Must have completed minimum one (1) training module offered by Bureau of Occupational Safety & Health (BOSH)/ American Industrial Hygienists Association (AIHA).</p>
<p>Notes: * The Engineering fields (for Bachelor's Degree and Diploma) shall be Mechanical, Chemical, Petroleum, Fire & Safety, Environment, Production, Industrial, Electrical, Instrumentation or Civil.</p> <p>** The Science fields (for Bachelor's Degree for Safety and Environment positions) shall be Physics, Chemistry, Mathematics or Environment.</p> <p>*** IOSH/NEBOSH certification is exempted for degree in Safety, Environment and/or Occupational Health/Industrial Hygiene fields.</p>	

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- 7.1 Engineering, Diploma and Science Degree courses shall be regular course or evening part time course.
- 7.2 Distance learning or correspondence course shall not be acceptable for any of the basic educational qualifications.
- 7.3 The requirements provided in Table-2 are the minimum requirements and in case of any conflict with other contractual documents, the more stringent shall apply for non-Kuwaiti personnel. The KPC bylaw for National Manpower for Oil Sector shall be followed for the qualification requirements for Kuwaiti personnel.
- 7.4 Qualification requirements and selection criteria for Drilling Rig Safety personnel shall be as per the KOC HSEMS procedure KOC.GE.011.
- 7.5 All the above personnel shall be able to speak, read and write English.

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8.0 Specific Requirements for each type of Contract

Table-3					
SN	REQUIREMENTS (To be read in conjunction with Section 5.0)	TYPE OF CONTRACT			
		LSTK	EPC	DC	LTSC
A	POLICY & STRATEGIC OBJECTIVES				
A1	HSE Policy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
A2	Compatible with Company's HSE Policy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
B	LEADERSHIP, COMMITMENT & ACCOUNTABILITY				
B1	Leadership	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
B2	Commitment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
B3	HSE Management Assurance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
B4	Subcontractor HSE Compliance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
B5	Welfare Facilities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
C	ORGANIZATION, RESOURCES & TRAINING				
C1	HSE Plan awareness	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
C2	HSE Induction Program	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
C3	HSE Personnel (Also Refer Tables 1 & 2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
C4	Training for HSE Accountable personnel	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
C5	HSE Training & Awareness Program	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
C6	Job specific Training	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
D	RISK EVALUATION & MANAGEMENT				
D1	HSE Risk Assessment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
D2	Personnel Health Program	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
D3	Personal Protective Equipment (PPE)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
D4	Project HSE Reviews (PHSER)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
D5	Environmental Management Program	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
D6	Waste Management	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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KOC HSEMS GUIDELINES FOR CONTRACTORS
KOC.GE.033

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Table-3 (contd.)

SN	REQUIREMENTS (To be read in conjunction with Section 5.0)	TYPE OF CONTRACT			
		LSTK	EPC	DC	LTSC
E HSE PLAN & PROCEDURES					
E1	HSE Plan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
E2	HSE Working Procedures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
E3	HSE Rules & Regulations Compliance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
E4	Equipment and Tools	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
E5	Management of Change	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
E6	Undesirable events/ conditions Management	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
E7	Emergency Response	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
F IMPLEMENTATION & MONITORING					
F1	Proactive HSE working Environment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
F2	HSE Meetings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
F3	HSE Reports	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
F4	HSE Committee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
G CONTINUOUS ASSESSMENT & IMPROVEMENT					
G1	Self-Assessments	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
G2	Review & Action of Assessment Findings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
G3	Subcontractor Assessment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

LEGEND:

LSTK: Lump Sum Turnkey

EPC: Engineering, Procurement & Construction

DC: Drilling Contracts

LTSC: Long Term Service Contract

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**DISCLAIMER AND CLOSURE OF
ACCOUNTS**

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KUWAIT OIL COMPANY (K.S.C.)
(Register of Commerce No. 21835)

DISCLAIMER AND CLOSURE OF ACCOUNTS

- for -

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES (MRA).

CONTRACT No

CONSULTANT: _____

Reference: clause 34.3 of the General Conditions of Contract

1. This is to confirm that the Contract Period of the above Contract expired on _____ and all payments due under the Contract have been received by us in full satisfaction of all claims we have now or in the future arising out of or in connection with this Contract.
2. We agree that the 5% bank guarantee shall be held by Kuwait Oil Company until the production by us of a certificate from the Income Tax Office of Kuwait stating that we have discharged our tax liability.
3. Such bank guarantee when released shall be in full and final settlement of the Contract.

Made this _____ day of _____

Signature: _____

For and on behalf of: _____

Research Collaborator (name and address):

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KUWAIT OIL COMPANY (K.S.C.)
(Register of Commerce No. 21835)

GENERAL INSTRUCTIONS TO THE BIDDER – TENDERS ISSUED BY KOC

This document shall be read in conjunction with all other parts of the tender documents.

1. The Company will only accept bids from bidders invited to participate in the tender. The Company will reject any bid submitted by a bidder whose name does not exactly match that on the bidders' list. Therefore, bidders must verify the correctness and the accuracy of the name that appears on the bidders' list, and must promptly bring to the attention of the Company, in writing, any discrepancy in the name.
2. The Company will only enter into a contract with Kuwaiti companies registered with the Kuwait Ministry of Commerce, or with non-Kuwaiti companies registered in their country of origin with the registrar of companies and/or under the relevant prevailing laws that apply to registration of companies. The non-Kuwaiti company may directly purchase the tender document, submit a bid, and sign a contract.
3. Any bid made by a joint venture, consortium, association, or partnership will be rejected unless submitted by one single corporate body nominated as the sole bidder and the sole contracting party.
4. The bidder shall access the Company website and obtain documents referred to in, but not attached to the tender by following the string: www.kockw.com; eTendering; Commercial Documents. However, missing drawings, sketches and the like must be sought in writing from the concerned Team Leader Contracts. Where any pages of the tender are duplicated or missing or the reproduction not clear or any doubt exists as to the full extent and meaning of any description or the breakdown of the Contract Price or attachments to the Form of Tender or any part of this tender contain any errors, the bidder shall notify the Company in writing before submission of the bid and the Company may issue clarifications or amendments if necessary.
5. The bidder shall not discuss the contents of the tender with any Company employee. Any question regarding the contents of the tender must be raised at the pre-bid meeting or by writing to the concerned Team Leader Contracts. The Company may issue any clarifications that result from the questions raised and these shall be made available to all bidders. The Company may, at any time prior to the bid closing date, issue clarifications or addenda and these shall become an integral part of the tender and may be incorporated into any resulting Contract.
6. The bidder shall be properly complete and clearly type the bid in the English language. The bidder shall fill in all blank spaces and shall explain and initial any corrections, alterations, erasures or interlineations. Where any section of the tender document is in Arabic, that section shall be completed in Arabic. A partial or incomplete bid may result in rejection of the bid.
7. The Company shall not consider any alterations, additions or deletions introduced by the bidder in the tender documents or in the Form of Tender and its attachments. Any bid which contains alternative proposals to that required by the tender document, unless expressly asked for, or which fails to comply with any of the requirements of this tender may be rejected.
8. The bidder must write the bid price on the Form of Tender in figures and in words and must complete the attachments to the Form of Tender. The currency of the bid price and payment shall be in Kuwaiti Dinars unless otherwise specified in the Particular Instructions to the Bidder

General Instructions to the Bidder – Tenders Issued by KOC

9. The bidder is deemed to have fully informed itself of all matters which may in any way affect the performance and/or cost of the Works/Services, including but not limited to the form and nature of the Site; access to the Site; the full extent and character of the Works/Services; the contents and terms of all the tender documents and its attachments; and any information provided at or subsequent to the pre-bid meeting and the Site visit.
10. The bidder is deemed to have adequate knowledge of the requirements of the Company's HSE Management System which shall be obtained on CD from the Contract Team.
11. The successful bidder will not be permitted by the Ministry of Social Affairs and Labour to import labour for the execution of this Contract if the Contract Period or Date for Completion (excluding the Defects Liability Period) is less than eight (8) months, in which case the bidder must have sufficient manpower available locally under its sponsorship to perform the Works/Services under the Contract.
12. Where a Site visit forms part of this invitation to bid, the bidder's representatives who propose to visit the Site must wear safety helmets and safety boots and overalls (boiler suits), without which they will not be permitted to enter the Site.
13. The bidder shall sign the Form of Tender and each of its attachments. The person or persons signing for the bidder must have the authority to bind the bidder, proof of which must be submitted with the bid. The name of each signatory shall be typed or otherwise clearly printed below each signature. In the event where the signatory is a representative, the bid must be accompanied by a power of attorney in favour of the signatory.
14. The bidder shall place its bid in a plain envelope or other suitable unmarked package securely sealed with sealing wax and shall clearly mark it with the tender number and tender title as detailed in the Particular Instructions to the Bidder.
15. The bidder shall deposit the envelope or package containing the bid in the Contracts Bid Box located in the Contracts Teams Building before the time and on the date stated in the tender. Bids received after the bid closing time shall not be considered. After submission of a bid no changes, amendments or reduction in the quoted prices shall be made unless found necessary by the Company.
16. Any invited bidder who decides not to participate in the tender is required to submit to the concerned Company Team Leader Contracts, prior to the bid closing date, its reasons for not participating.
17. All costs incurred by the bidder incidental to or arising from the preparation of the bid, Site visits and pre-bid meetings shall be borne by the bidder and shall be at no cost to the Company.
18. The Company does not bind itself to accept the lowest or any bid nor to assign a reason for rejection of any bid.
19. The bidder acknowledges that the Company is the author of all documents comprising this tender and the copyright in all such documents vests in the Company, and except where reasonably necessary for contract administration purposes, the bidder shall not use, reproduce, transmit or store the tender documents in any form or by any means without the Company's prior written permission.

General Instructions to the Bidder - Tenders Issued by KOC

20. The bidder shall submit a Bid Bond in the value specified in the Particular Instructions to the Bidder, valid for 90 days from the bid closing date and worded generally in accordance with the attached specimen. The Bid Bond shall be in the form of an unconditional bank guarantee issued by a bank licensed to carry out banking business in Kuwait. The bank guarantee shall be payable to Kuwait Oil Company. The Company will not entertain the bid in the event of failure to submit a Bid Bond. The Company may request the bidder to extend the validity of the Bid Bond at no extra cost to the Company. The Company shall return the Bid Bond to all the bidders including the successful bidder after the Company has entered into a contract with the successful bidder.
 21. The successful bidder must submit a Performance Bond in the value specified in the Particular Instructions to the Bidder, for the due performance of the Contract as security by way of an unconditional bank guarantee issued by a bank licensed to carry out banking business in Kuwait, made payable to Kuwait Oil Company. The Performance Bond wording shall be generally in accordance with the attached specimen, which shall be valid for the entire Contract Period or Date for Completion inclusive of the Defects Liability Period as the case may be.
 22. In case the successful bidder does not provide the Performance Bond and signs a contract with the Company within seven (7) days of being informed of its bid having been accepted, the bidder may be deemed to have withdrawn and its Bid Bond may be confiscated.
 23. Where specified in the Particular Instructions to the Bidder, The bidder must ensure that the Bid Bond and the Tender Fee submitted to the Company bear the exact name of the bidder.
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GENERAL INSTRUCTIONS TO BIDDERS
(TENDERS ISSUED BY KOC - REV. MAY 2011)

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PARTICULAR INSTRUCTIONS
TO THE BIDDER

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KUWAIT OIL COMPANY (K.S.C.)
(Register of Commerce No. 21835)

**PARTICULAR INSTRUCTIONS TO THE BIDDER – KOC TENDERS FOR SUBMISSION
IN THE TENDER BOX**

- for-

**MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH &
DEVELOPMENT STRATEGIC OBJECTIVES (MRA).**

This document shall be read in conjunction with all other parts of the Tender Documents. This document takes precedence over the General Instructions to the Bidder.

1. REQUIRED EMAIL

The bidder, on receipt of the invitation to participate in the tender, must send an email to Contracts Engineer vpawar@kockw.com and Mazad@kockw.com with a copy to Team Leader Contracts V Mabushaibah@kockw.com referring to the invitation and bearing the RFP number and title. The Company shall use the transmitted email address to notify the bidder of all the information related to the tender.

2. VISIT E-BUSINESS PORTAL

Bidders are strongly advised to check from time to time the e-Business portal for any new notices or revisions related to the tender.

3. FORM OF TENDER AND ATTACHMENTS TO THE FORM OF TENDER

3.1 The bidder shall quote on the Form of Tender the Contract Price in the form of a unit rate, and shall detail this price in Attachments No. 1A & 1B to the Form of Tender. Currency of the bid shall be Kuwait Dinars.

3.2 In Attachment No. 2 to the Form of Tender, the bidder shall submit the requested details of personnel that it proposes to utilize.

3.3 In Attachment No. 3 to the Form of Tender, the bidder shall submit the Statement and Certificate about the ownership of its firm as required. This is required from local bidders or agents / subcontractors of foreign bidders (if applicable) but not of the foreign bidders themselves.

3.4 In Attachment No. 4 to the Form of Tender, the bidder shall submit their Registration details as required therein. Bidder shall ensure that their name specified in invitation fax is correct and same as registered name specified in Attachment No.4. In case of discrepancy the bidder shall immediately request for correction in name.

3.5 In Attachment No. 5 to the Form of Tender, the bidder shall submit the required declaration of commissions.

3.6 In Attachment No. 6 to the Form of Tender, the bidder shall submit its preliminary HSE plan details as required.

3.7 In Attachment No.7 to the Form of Tender, the bidder shall submit its bank details as required.

3.8 In Attachment No.8 to the Form of Tender, the bidder shall submit the required certificate related to employment of Kuwaitis in its organization. This is applicable to Kuwaiti bidders only and to Kuwaiti agent of foreign bidders (if applicable) but not to the foreign bidders themselves.

PARTICULAR INSTRUCTIONS TO THE BIDDER – KOC TENDERS FOR SUBMISSION IN THE TENDER BOX
- for -
MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES (MRA).

4. **TENDER DOCUMENTS AND BID SUBMITTAL**

Bidders shall download the tender documents and shall fill the Form of Tender and its Attachments and submit the Form of Tender and its attachments duly signed and stamped only in a sealed envelope in the Tender Box located at the Contracts Teams Building B1, Ground Floor, KOC Office Complex, Ahmadi before 15:00 hours (Closing Date). The Bid envelope shall be labeled with the following in large font:

<u>DO NOT OPEN</u> <u>Confidential</u>
To: Chairman Bids Opening Committee
BID SUBMISSION
RFP No: [Enter number]
Title: <u>MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES (MRA).</u>
Closing Date: [Bidder please enter closing date]

5. **QUESTIONS**

The bidder shall direct questions regarding the tender by email in the format attached herewith to this document Team Leader Contracts V Mabushaibah@kockw.com copied to Contracts Engineer vpawar@kockw.com, and Mazad@kockw.com. The e-Business portal shows the question closing date.

6. **PRE-BID MEETING**

With reference to paragraph 9 of the General Instructions to the Bidder, there shall be no pre-bid meeting.

7. **SITE VISIT**

With reference to paragraph 12 of the General Instructions to the Bidder, shall be no Site visit.

8. **BID CLOSING**

The 'Tender Data' on the e-Business portal specifies the bid closing date; however, please note that the bids shall be submitted only between 8:00 AM and 2:30 PM.

9. **BID BOND**

With reference to paragraph 20 of the General Instructions to the Bidder, there shall be no Bid Bond.

10. **PERFORMANCE BOND**

With reference to paragraph 21 of the General Instructions to the Bidder, the Performance Bond required to be submitted by the bidder shall be in the value of 10% of the Contract NTEV

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PARTICULAR INSTRUCTIONS TO THE BIDDER – KOC TENDERS FOR SUBMISSION IN THE TENDER BOX

- for -

MASTER RESEARCH AGREEMENT FOR COLLABORATION ON RESEARCH & DEVELOPMENT STRATEGIC OBJECTIVES (MRA)

11. TENDER FEE

With reference to paragraph 23 of the General Instructions to the Bidder, there shall be no tender fee.

12. BID OPENING COMMITTEE'S COURIER ADDRESS

The bidder who wishes to courier its bid is advised that the address is:

Bid Opening Committee
New Office Complex
Ground Floor, Building B1, Room # 101205
Kuwait Oil Company
Ahmadi 61008 Kuwait
Tel - 23865385, 23865364, 23865436

13. PUBLIC BID OPENING

The bidder who wishes to attend the Bid Opening may be present at Marrat Conference Room, Ground Floor, Building B1, KOC New Office Complex, Ahmadi at the scheduled time on the working day after the Bid Closing Date. Only authorized representative of the invited bidders who had submitted their bids shall be permitted to attend.

14. CORRESPONDENCES

All the formal correspondences such as, Pre Bid Clarifications, Request for Bid Closing Date, Decline to Bid, Post Bid Clarifications etc. must be sent addressed to Team Leader Contracts V through Facsimile (Fax # +965 23984182) signed by an authorized representative to as stated above and a scanned copy through e-mail to vpawar@kockw.com, Mazad@kockw.com and schaturvedi@kockw.com for quick response.

15. DECIMAL POINT OF PRICES

All the rates/price quoted must be rounded off to the nearest three (3) decimal places for Kuwait Dinar.

16. Annexure:

- Annexure-1: Pre Bid Clarification Form
- Annexure-2: Performance Bank Guarantee Form
- Annexure-3: Specimen Form for Certificate of Employment of Kuwaiti Nationals.

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ANNEXURE 2
TO
PARTICULAR INSTRUCTIONS TO THE BIDDER
PERFORMANCE BOND FORMAT



PERFORMANCE BOND

Kuwait Oil Company (K.S.C.)
P.O. Box 9758
61008 - Ahmadi
Kuwait

Dear Sirs,

At the request of _____ (*name of Contractor*) we hereby agree and guarantee to pay to you the sum of Kuwaiti Dinars _____ (KD _____ /-) upon receipt of your first written demand therefor in connection with your Contract with the said Contractor relating to _____ (*title of the Contract*).

We shall make payment hereunder notwithstanding any contestation by the said Contractor.

Our liability hereunder shall not be affected by any modifications or additions to the terms of the said Contract of its scope or any extension of time which may be agreed between the said contractor and yourselves or by any indulgence or forbearance which you may grant to the said Contractor.

Our liability hereunder will expire on our receipt from you of notice of Final Acceptance under the said Contract and any demand received by us thereafter shall be null and void.

Yours faithfully,

(Name of Bank)

(Address)

By:

(Authorised Signature)

(Date)

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ANNEXURE 3
TO
PARTICULAR INSTRUCTIONS TO THE BIDDER
SPECIMEN FORM FOR CERTIFICATE OF
EMPLOYMENT OF KUWAIT NATIONALS

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**SPECIMEN FORM FOR CERTIFICATE OF
EMPLOYMENT OF KUWAIT NATIONALS**

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