
Agreement

Grønt Kystfartsprogram Fase 1

Agreement concerning the joint development of Grønt Kystfartsprogram Fase 1

DNVGL Contract number: OEN-15-167
Rev. 01 dated 24.06.2015

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DEFINITIONS AND ABBREVIATIONS

AFFILIATE	Any controlling parent company of a PARTY, and all present and future companies in which a PARTY or its parent company, directly or indirectly, owns or controls 50 % or more of the stock and appoints the majority of the members of the board, and the employees and representatives of this corporate entity.
AGREEMENT	The General Conditions of Agreement and Appendixes.
DNV GL	DNV GL AS.
COMMENCEMENT DATE	The PROJECT start-up date pursuant to Article 1.2.
EARLY TERMINATION	A date of termination of the PROJECT prior to PROJECT TERMINATION.
IN-KIND CONTRIBUTION	Contribution where work and/or deliverables constitute a part of the total PARTY's fee (as set out in Appendix 4).
IPR	(Intellectual Property Rights) means any intellectual property and rights thereto, in any form or storage, including, but not limited to animations, analyses, business names, catalogues, compilations, copyrights, code, concepts, creations, data, databases, designs, discoveries, documentation, drafts, drawings, graphics, images, inventions, interfaces, knowhow, manuals, methods, models, processes, pictures, presentations, prototypes, schemes, software, simulations, specifications, technical solutions, trademarks, trade names, writings and any other intellectual property and rights thereto.
R&D	Research & Development.
LATE PARTY	A PARTY joining the PROJECT after the signing of this AGREEMENT.
NORMAL OPERATIONS	All activities which are presently, or may reasonably become, part of the business of the PARTY and its AFFILIATES for the purpose of the scope of PARTY's licence to use PROJECT RESULTS.
MATERIAL	Any physical object created, made, produced by or on behalf of a PARTY (including by its personnel) for the purpose of the PROJECT, including all records, documents and software (computer readable code and source code).
PARTY	A party to this AGREEMENT (the original parties as listed in Appendix 1 and any LATE PARTY).
PARTIES PARTY GROUP:	Every PARTY to this AGREEMENT. Means a PARTY its, AFFILIATES and subcontractors.
PILOT	Any activity/sub-project identified as a pilot by the STEERING COMMITTEE.
PILOT OWNER	The relevant PARTY nominated by the STEERING COMMITTEE as owner of and overall responsible for a specific PILOT.
PROJECT	The overall activities covered by phase 1 of the program and to be performed in accordance with the AGREEMENT.
PROJECT BACKGROUND	All IPR that a PARTY can document exist prior to the PROJECT or which are developed outside the PROJECT and which are exchanged between the PARTIES.
PROJECT PLAN	The PROJECT plan as outlines in Appendix 2.
PROJECT RESULTS	All results produced or achieved in connection with the PROJECT, including any IPR, regardless of whether or not the results are protected by law.

PROJECT TERMINATION	The date when the final report of the PROJECT have been approved by the STEERING COMMITTEE.
STEERING COMMITTEE	An assembly of representatives from the PARTIES pursuant to Article 4.1 to whom the overall management of the PROJECT has been authorized (in Norwegian " <i>Partnergruppen</i> ").

General Conditions of Agreement

ART 1. THE AGREEMENT, PARTIES AND SCOPE OF THE PROJECT

1.1 Background and scope

We in the Green Coastal Shipping Programme (GCSP) have a vision and overall goal that Norway will establish the world's most effective and environmentally friendly coastal shipping, powered wholly or partially by batteries, LNG, or other eco-friendly fuels. This vision encompasses the entire coastal fleet, including offshore vessels, tankers, general cargo, container, bulk-carrier and passenger ships, ferries, fishing and aquaculture vessels, tugs and other coastal vessels.

The programme has four phases. DNV GL has initiated this PROJECT, as phase 1, to develop a possibility-study for a selection of possible demonstration projects¹ in cooperation with the other PARTIES.

The purpose of this AGREEMENT is to specify with respect to the PROJECT the relationship amongst the PARTIES, in particular concerning the organization of the work between the PARTIES in accordance with the PROJECT PLAN, the management of the PROJECT and otherwise the rights and obligations of the PARTIES.

The general conditions of agreement and the following Appendixes forms part of the AGREEMENT:

APPENDIX 1: PARTIES TO THIS AGREEMENT
APPENDIX 2: PROJECT DESCRIPTION and PLAN
APPENDIX 3: ETHICAL REQUIREMENTS
APPENDIX 4: CONTRIBUTION, BUDGET AND INVOICING
APPENDIX 5: ACCESSION DOCUMENT
APPENDIX 6: INNOVATION NORWAY LETTER

DNV GL is a partner in the project. In addition DNV GL will also perform paid work on behalf of the project, in capacity of project manager and consultant. The paid work to be performed by DNV GL and sub-contractors shall be considered as PROJECT RESULTS.

In addition to the PARTIES, the project will include a number of observers;

Klima- og miljødepartementet
Nærings- og fiskeridepartementet
Innovasjon Norge
Nasjonal Transportplan
Kystverket
Sjøfartsdirektoratet

The observers are not party to this agreement, but are granted the following rights by the PARTIES;

- The right to attend the meetings of the STEERING COMMITTEE (no voting right).
- Access to the PROJECT RESULTS.
- The right to participate and speak at project meetings.
- Any right granted by the STEERING COMMITTEE.

The final scope of the PROJECT will be outlined by the STEERING COMMITTEE, cf. Article 4.

1.2 Start of the PROJECT

The PROJECT will start up at 16.januar 2015.

¹ In norwegian; mulighetsstudie for et utvalg av mulige demonstrasjonsprosjekter
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1.3 End of the PROJECT

The PROJECT will end on the date specified in Appendix 2.

ART 2. RESPONSIBILITIES OF PARTIES

Each PARTY undertakes to take part in the efficient implementation of the PROJECT, and to cooperate, perform and fulfil, promptly and on time in accordance with the PROJECT PLAN, all its obligations under this AGREEMENT as may be reasonably required from it and in a manner of good faith.

The PARTIES shall make available all information to the project manager that is needed for the project manager to fulfil its tasks as stated in Article 3.

ART 3. PROJECT ORGANISATION

Steering committee (Partnergruppen)

The STEERING COMMITTEE shall ensure that the intentions and plans of the PROJECT are fulfilled, see Article 4.

GKP Council (GKP Råd)

The council shall be a strategic council, advising the STEERING COMMITTEE and the project management in strategic and tactical matters.

The council shall contribute with visions and ideas which may be presented to the STEERING COMMITTEE and acted upon in the project. The council shall also contribute with advancing the project beyond Phase 1, and assess targets, content and deliverables for later phases of the program in order for the vision to be fulfilled.

The council shall lay the foundations for the program to become a long-term public-private partnership which can deliver unprecedented results.

The composition and the powers of the council will be finally determined by the STEERING COMMITTEE.

GKP Program responsible (GKP Programansvarlig)

GKP Program responsible is responsible for securing that sufficient resources are made available to the project manager, as well as providing support.

GKP Program responsible will also focus on later phases of the program, and contribute to securing that these phases are defined, and receive sufficient attention and support from the industry, government and other interested parties, so that these phases are financed and realised

GKP Program responsible shall promote the program, nationally and internationally.

The GKP Program responsible shall have the right to attend all meetings of the STEERING COMMITTEE, but have no voting right.

DNV GL shall appoint the GKP Program responsible.

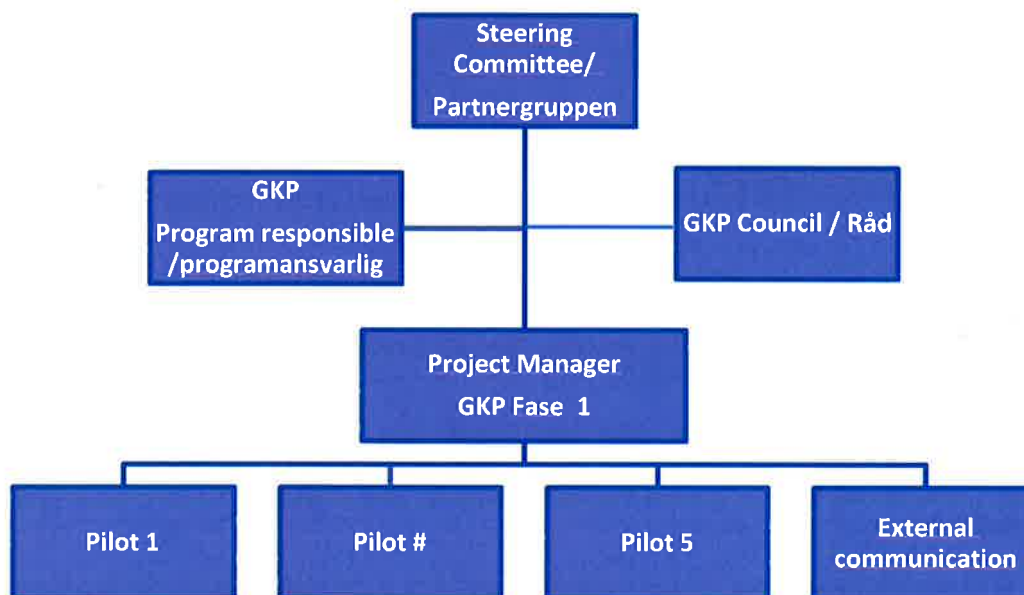
Project manager

The project manager shall assume the overall responsibility for execution and coordination of the PROJECT and liaison between the PARTIES concerning the PROJECT and for the administration of the AGREEMENT.

The project manager shall have the right to attend all meetings of the STEERING COMMITTEE, but have no voting right.

DNV GL shall appoint the project manager.

The below figure illustrates the project organisation.



ART 4. THE STEERING COMMITTEE

4.1 Composition of the STEERING COMMITTEE

The STEERING COMMITTEE shall consist of one representative from each PARTY.

The PARTIES shall each appoint one named representative and one named deputy to the STEERING COMMITTEE, each having full authority to represent the PARTY in all matters relative to the STEERING COMMITTEE.

Each PARTY may, at any time, replace the representative and/or the deputy representative with 14 days written notice to the STEERING COMMITTEE. In this event, the STEERING COMMITTEE shall communicate this change to the other PARTIES within reasonable time.

The STEERING COMMITTEE shall appoint one representative as chairperson.

The observers will have the opportunity to attend meetings in the STEERING COMMITTEE and to speak at such meetings, however, the observers will not have the right to vote.

4.2 Waiver of right to participate and be represented in the STEERING COMMITTEE

Any PARTY may choose not to be represented in the STEERING COMMITTEE. If a PARTY chooses to not be represented in the STEERING COMMITTEE, the PARTY will nevertheless be bound by decisions

made by the STEERING COMMITTEE, and information given to the STEERING COMMITTEE shall be deemed to have been given to all PARTIES who have chosen to not participate in the meetings of the STEERING COMMITTEE.

4.3 Meetings of the STEERING COMMITTEE

The STEERING COMMITTEE shall be effective from the PROJECT COMMENCEMENT DATE.

The STEERING COMMITTEE shall meet minimum every 4 month, or at shorter intervals if determined by the STEERING COMMITTEE.

All PARTIES and the project manager may at any time request that the STEERING COMMITTEE shall be summoned. In such an event, DNV GL shall arrange such a meeting of the STEERING COMMITTEE within two weeks, unless a shorter or longer summons period is required under the circumstances.

Unless otherwise is decided by the STEERING COMMITTEE or the PROJECT MANAGER, the meetings shall be held at the business address of DNV GL. Notice of STEERING COMMITTEE meetings shall be received by the authorized representatives of the PARTIES at least ten – 10 – calendar days prior to each meeting. Such notice shall at least include the time and agenda for the meeting and the necessary background information.

Any agenda item requiring a decision by the STEERING COMMITTEE must be identified as such on the agenda. Any PARTY may add an item on to the original agenda by written notification to all of the other PARTIES up to 7 days preceding the meeting. During a STEERING COMMITTEE meeting the representatives of the PARTIES present can unanimously agree to add a new item to the original agenda.

The PARTIES' costs, such as man-hours, travel costs, hotel expenses etc., arising in connection with STEERING COMMITTEE MEETINGS shall be covered by the respective PARTY.

4.4 STEERING COMMITTEE Quorum

The STEERING COMMITTEE constitutes a quorum when at least 1/2 of the members of the STEERING COMMITTEE are present. For the avoidance of doubt; a PARTY who have chosen to not appoint a representative to the STEERING COMMITTEE, if any, shall not be taken into account when determining whether the STEERING COMMITTEE forms a quorum.

For the purpose of obtaining STEERING COMMITTEE approval or decision, e-mail ballots may be used following a decision by the appointed chairman of the STEERING COMMITTEE. The votes obtained through e-mail ballots shall be valid as votes given in a STEERING COMMITTEE meeting. The e-mail ballots will be issued with a one-week timeline upon which a positive vote will be registered if no reply is received. For the purpose of these ballots, the STEERING COMMITTEE constitutes a quorum when all PARTIES have voted. For the avoidance of doubt; a PARTY who have chosen to not appoint a representative to the STEERING COMMITTEE, if any, shall be included in such e-mail ballots.

4.5 Majority voting rights

Each PARTY shall carry one vote in the STEERING COMMITTEE. Decisions and/or approvals are made by simple majority, except as provided for in Art. 4.6. In case of equality of votes, the chairperson of the STEERING COMMITTEE shall have a double vote.

Matters to be dealt with by the STEERING COMMITTEE shall include, but is not limited to:

- a) Material changes in the PROJECT
- b) Declare a PARTY to be in breach of the AGREEMENT, and the consequences thereof;
- c) Decide if a LATE PARTY may join the AGREEMENT and approval of the settlement on the conditions of the accession of such a new PARTY; and
- d) Decide on the withdrawal of a PARTY from this AGREEMENT and the approval of the settlement on the conditions of the withdrawal.
- e) The nomination of PILOTs and PILOT-OWNER.

- f) Publication

4.6 Unanimous votes

The STEERING COMMITTEE shall have the power to, by way of unanimous approval;

- a) Decide on EARLY TERMINATION of the PROJECT;
- b) Decide to extend the PROJECT.

ART 5. REPORTING

The PROJECT MANAGER is responsible for coordinating scientific and financial reporting from the PARTNERS. The PARTNERS shall without undue delay submit all PROJECT RESULTS, overview of IN-KIND CONTRIBUTION, reports, accounting documentation and other documents reasonably requested by the PROJECT MANAGER.

ART 6. BREACH OF THE AGREEMENT

In the event that the STEERING COMMITTEE has identified a PARTY as being in breach of the AGREEMENT, the breaching PARTY shall immediately, and at the latest within 30 days rectify the breach.

If such breach is not remedied within that period or rectification is not possible, the STEERING COMMITTEE decide on the consequences thereof which may, in the event the breach is material, include termination of its participation.

ART 7. LATE PARTY

7.1 Participation as LATE PARTY

The STEERING COMMITTEE takes decisions on the inclusion of any LATE PARTY.

A LATE PARTY must become a PARTY to this AGREEMENT by execution of the Accession document (Appendix 5). Unless otherwise is decided by the STEERING COMMITTEE, a LATE PARTY shall have the same rights and obligations as the other PARTIES.

ART 8. WITHDRAWAL OF A PARTY

8.1 Withdrawal with notice

A PARTY may request to withdraw from the AGREEMENT and renounce its rights and be released from its obligations under the AGREEMENT. The request must be submitted with a minimum of six months' notice to the STEERING COMMITTEE and must be approved by the STEERING COMMITTEE pursuant to article 4.5.

In the event that DNV GL's participation in the PROJECT may lead any third party to question DNV GL's impartiality in relation to any of DNV GL's NORMAL OPERATIONS, DNV GL shall have the right to withdraw from the AGREEMENT subject to six months' notice to the STEERING COMMITTEE DNV GL decides at its own discretion, without the approval of the STEERING COMMITTEE, whether or not DNV GL's participation in the PROJECT may lead any third party to question DNV GL's impartiality.

The withdrawing PARTY shall not have any rights to any PROJECT RESULTS developed during the PROJECT.

8.2 Immediate withdrawal

A PARTY may, by means of written notice to the STEERING COMMITTEE, withdraw from the PROJECT and the AGREEMENT with immediate effect in the event the rights of the PARTY has been materially breached by the STEERING COMMITTEE, or any PARTY, and such breach is not rectified within a reasonable time.

A PARTY that withdraws from the project in accordance with this Article shall retain its rights to the PROJECT RESULTS at per the time of the withdrawal.

ART 9. SUBCONTRACTORS AND ASSIGNMENTS

9.1 Subcontractors

A PARTY shall have the right to use subcontractors to perform its obligations under this AGREEMENT, provided that the STEERING COMMITTEE has been notified of such subcontracting.

The Parties hereby authorise DNV GL to enter into agreements with subcontractors to provide paid work/services to be included in the PROJECT.

9.2 Assignment

A PARTY is not allowed to assign its rights and obligations under the AGREEMENT to third parties without the prior written consent from the STEERING COMMITTEE.

A PARTY may carry out its obligations and exercise its rights through its respective AFFILIATES without the consent of the other PARTIES. However, in such an event, the relevant PARTY remains jointly and severally liable for all of its obligations under the AGREEMENT.

ART 10. PAYMENTS

DNV GL shall invoice each PARTY as specified in Appendix 4.

All invoices shall be paid within 30 days after the date of the invoice.

For late payment interest will be charged according the Norwegian Act on Interest on Late Payment ("Forsinkelsesrenteloven").

ART 11. INTELLECTUAL PROPERTY RIGHTS

11.1 PROJECT BACKGROUND

All PROJECT BACKGROUND, including any adaptations or customizations thereof, shall be and remain the sole property of the PARTY bringing the PROJECT BACKGROUND into the PROJECT. Each PARTY grants to the other PARTIES a non-exclusive, royalty-free and global right to use its PROJECT BACKGROUND as identified by STEERING COMMITTEE to the extent that such use is necessary in order to fulfil the PARTIES' obligations according to this AGREEMENT, or in order to exploit rights explicitly assigned to that PARTY under this AGREEMENT.

11.2 PROJECT RESULTS

DNV GL shall be the sole proprietor of the PROJECT RESULTS, however, all PARTIES shall automatically have a royalty free, world-wide, none exclusive, irrevocable right to use all PROJECT RESULTS, other than PROJECT BACKGROUND, whether patented or not.

Notwithstanding the above, a PILOT OWNER shall be the sole proprietor of the results of a PILOT. All PARTIES shall automatically have a royalty free, world-wide, none exclusive, irrevocable right to use all results of a PILOT, save for any business sensitive information belonging to a PILOT OWNER and excluded from publication according to Article 13.

11.3 Assignments

Each PARTY shall ensure that it acquire all necessary rights for the fulfilment of its obligations under this AGREEMENT from each of said PARTY's employees, contractors, suppliers and AFFILIATES. If applicable, any royalties according to mandatory provisions of the Norwegian Act on Employee Inventions

shall be borne by the PARTY to which the invention is assigned. If one PARTY is obliged by law to pay royalties on employee inventions owned by the other PARTY, such expenses shall be refunded without unreasonable delay.

11.4 Enforcement

Each PARTY shall have the sole right and responsibility to protect, enforce and prosecute any of its PROJECT BACKGROUND, PROJECT RESULTS and IPR which it owns. The other PARTIES shall upon becoming aware of or suspecting third party infringement of the other PARTIES' rights under this AGREEMENT within reasonable time notify the relevant owning PARTY of the suspicion. The PARTIES agree to provide each other promptly with the assistance as may be reasonably required for the other PARTIES to protect, enforce or prosecute any rights under this AGREEMENT.

ART 12. CONFIDENTIALITY

12.1 The general obligation of confidentiality

All information exchanged between two or more of the PARTIES, a PARTY and its AFFILIATES or subcontractors, including, but not limited to, the PROJECT RESULTS, shall be treated as confidential until publication as set out in Art. 13 below.

The PARTY shall be free to divulge all the PROJECT RESULTS to its AFFILIATES. Each PARTY shall ensure that its AFFILIATES, employees and subcontractors treat such information confidential in accordance with the terms of this AGREEMENT.

Except as provided for in Article 13 below, a PARTY may not disclose such confidential information to any third-party without the prior written consent of the STEERING COMMITTEE.

12.2 Information excluded from the confidentiality obligation

The obligation of confidentiality imposed on each PARTY by this AGREEMENT does not apply to information which;

- a) is or becomes part of the public domain through no fault of the PARTY;
- b) is in the possession of the PARTY or in the possession of any of its AFFILIATES prior to the receipt of information under this AGREEMENT, and was not acquired by the PARTY or AFFILIATE from a third party under an obligation of confidentiality;
- c) is received by the PARTY or its AFFILIATES from a third party without an obligation of confidentiality;
- d) is developed by the PARTY or its AFFILIATES as a result of activities carried out independently of the PROJECT; or
- e) is required to be disclosed under applicable law or by government order.

ART 13. PUBLICATION

PROJECT RESULTS shall be published as rapidly as possible. The dissemination measures and communication plans shall be as set out by the STEERING COMMITTEE.

Any business sensitive information belonging to a PILOT OWNER included and/or used in a PILOT shall be confidential and may be excluded from publication at the PILOT OWNER'S sole discretion.

ART 14. LIABILITY AND INDEMNITY

14.1 Indemnification

Each PARTY shall indemnify the other PARTY GROUPs from and against any claim concerning;

- a) injury to or death of its employees; and
- b) loss or damage to its property;
- c) all consequential and indirect losses, including, without limitation, loss of profit and loss of use

arising out of or in connection with the work under the AGREEMENT.

14.2 Indemnification from third party claims

Each PARTY shall indemnify the other PARTIES from and against any claims resulting from the PARTY's infringement of third parties' rights as well as Articles 14.

Should any claim for loss, damage or expense be raised against a PARTY for which indemnification may be claimed from any other PARTY, such PARTY shall be informed promptly in writing of such claim by the PARTY against whom the claim is made. No such claim shall be settled without the approval of the indemnitor, and the indemnitor may, at its own discretion, assume the defence of such claim.

14.3 Liability

No PARTY shall be responsible to any other PARTY for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by gross negligence by the PARTY a wilful act or by a breach of confidentiality.

A PARTY's aggregate liability towards the other PARTIES collectively shall be limited to NOK 100.000, provided such damage was not caused by a wilful act or gross negligence, infringement of the IPR of another PARTY or a breach of confidentiality.

The PARTIES agree that the use of the PROJECT RESULTS shall be at the user's sole risk, and in no event may any PARTY claim any compensation from other PARTIES, except in cases of gross negligence or wilful misconduct.

ART 15. INSURANCE

The PARTIES agree to carry a general liability insurance or to be adequately self-insured in respect of any sum or sums it may be liable to pay hereunder or according to applicable law. The PARTIES shall, upon request, produce adequate and updated documents to evidence this insurance.

The insurer shall waive all rights of subrogation against the PARTY GROUPs.

If a PARTY subcontracts any part of the PROJECT, the responsibility and insurance provisions of each subcontract shall without limitation be consistent with this AGREEMENT.

ART 16. FORCE MAJEURE

16.1 Event of force majeure

Delay in or failure of performance of any PARTY hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by an occurrence beyond the control of the PARTY affected and which, by the exercise of reasonable diligence, the said PARTY is unable to prevent.

If an event of force majeure exists, and is continuing to exist, and a PARTY is unable to perform its obligations under this AGREEMENT for a period of more than one month as a consequence of the event of force majeure, that said PARTY shall have the right to declare EARLY TERMINATION.

16.2 Adjustment of PROJECT PLAN

In case force majeure hereunder affects the PROJECT PLAN, the period of force majeure shall be added to the schedule in Appendix 2, including necessary adjustments to work plans.

ART 17. ETHICS

The PARTIES declare that they shall comply with any applicable laws, rules and regulations of any authority having jurisdiction in general and in connection with this AGREEMENT and the PROJECT in particular.

Nothing in the AGREEMENT shall be construed to form a right or an arrangement contrary to applicable competition laws.

To the extent that some of the PARTIES are actual or potential competitors these PARTIES declare that no information shall be exchanged between them in the course of this PROJECT that may be used to coordinate their conduct on the market or in any other way affect the competitive relationship between them.

The PARTIES acknowledge that they shall comply with DNV GL's guidelines as included in Appendix 3.

ART 18. SURVIVAL

The provisions herein which in their nature are intended to survive termination of the AGREEMENT, including, but not necessarily limited to Articles 12, 13, 14, 15, 16 and 20 shall survive the termination of this AGREEMENT.

ART 19. MISCELLANEOUS

19.1 No Agency, partnership, joint venture or association

This AGREEMENT shall not be interpreted or construed to create any relationship of agency, association, joint venture, or partnership between the PARTIES or to impose any partnership obligation or liability upon either PARTY. Neither PARTY shall have any right, power or authority to enter into any contract or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or otherwise bind, the other PARTY, unless expressly agreed otherwise in writing.

19.2 Changes in the AGREEMENT

Changes in this AGREEMENT are to be made in writing.

ART 20. LEGAL VENUE AND CHOICE OF LAW

This AGREEMENT shall be governed by, and construed in accordance with, the laws of Norway.

Any dispute arising in connection with this AGREEMENT which cannot be settled by negotiations between the PARTIES shall be resolved by the Norwegian courts, with Oslo City Court as the exclusive legal venue.

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:



"PARTNER"	Company Name: (correct legal entity) ABB AS	Address: Bergerveien 12, 1396 BILLINGSTAD
	Organization Number: 982085160	Invoice Address: Postboks 94, 1375 BILLINGSTAD
	Participant Representative, name: Jorulf Nergård	Participant Contract number:
	Participant Representative, email address: jorulf.nergard@no.abb.com	Participant Representative, telephone: 90824084
"DNV GL"	Name: DNV GL AS Organization Number: 945 748 931	Address: Veritasveien 1 N-1322 HØVIK Norway
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT Place: <i>Billingstad</i> Date: <i>5/10-2015</i>		for DNV GL AS Place: <i>Høvik</i> Date: <i>18/8-2015</i>
Signature <i>Jorulf Nergård</i> <i>Jorulf Nergård, VP Business Development</i>		Signature <i>Terje Sverud</i> Terje Sverud, Head of Section Environment Advisory

Stig Leira

Stig Leira, VP Business Development.

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Name: Energy Norway	Address: Middelthuns gate 27, 0307 OSLO NORWAY Invoice Address: P.O.Box 7184 Majorstuen, 0307 OSLO NORWAY
	Organization Number: NO 882 818 632	
	Partner Representative, name: Dag Roar Christensen	Partner Contract number:
	Partner Representative , email address: dc@energinorge.no	Partner Representative , telephone: +47 91767054
"DNV GL"	Name: DNV GL AS	Address: Veritasveien 1 N-1322 HØVIK Norway
	Organization Number: 945 748 931	
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: Høvik	Date: 6.10.2015	Place: Høvik
Signature 		Signature 
		Terje Sverud, Head of Section Environment Advisory

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Company Name: Energigass Norge	Address: Pb 93, 4299 Avaldsnes
	Organization Number: 993443867	Invoice Address: Same address
	Participant Representative, name: Tore Woll, daglig leder Energigass Norge Steinar Uggedal, Øytank Bunkersservice	Participant Contract number:
	Participant Representative, email address:	Participant Representative, telephone:
	TW: two@energigass.no SU: steinar@oytank.no	TW: +47 917 99 244 SU: + 47 911 37 480
"DNV GL"	Name: DNV GL AS Organization Number: 945 748 931	Address: Veritasveien 1 N-1322 HØVIK Norway
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: <i>Avaldsnes</i> Date: <i>8.9.15</i>		Place: <i>Høvik</i> Date: <i>18/8-2015</i>
Signature: <i>Tore Woll</i>		Signature: <i>Terje Sverud</i>
		Terje Sverud, Head of Section Environment Advisory



ENERGIGASS NORGE
Pb 93 • 4299 Avaldsnes

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Name: Fraktesfartøyenes Rederiforening	Address: Nykirkeallmenning 23, 5005 Bergen Invoice Address: PB 2020 Nordnes, 5817 Bergen
	Organization Number: NO 938275319	
	Partner Representative, name: Ivar Ulvan/Siri Hatland	Partner Contract number:
	Partner Representative, email address: Ivar Ulvan, e-post: ivar.ulvan@ulvan-rederi.no, tlf.: 90113746, Siri Hatland, e-post: siri.hatland@fraktesfartoyene.no, tlf.: 41673705,	Partner Representative, telephone:
"DNV GL"	Name: DNV GL AS	Address: Veritasveien 1 N-1322 HØVIK Norway
	Organization Number: 945 748 931	
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: <i>Bergen</i> Date: <i>9/9-2015</i>		Place: <i>Høvik</i> Date: <i>09.09.15</i>
Signature: <i>Siri Hatland</i> FRAKTEFARTØYENES REDERIFORENING		Signature: <i>Terje Sverud</i>
<name, title>		Terje Sverud, Head of Section Environment Advisory

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Name: Gasnor AS	Address:
	Organization Number: 955 431 685	Helganesveien 59, 4262 Avaldsnes
	Partner Representative, name: Eilef Stange	Invoice Address: <u>faktura@gasnor.no</u>
	Partner Representative, email address: <u>Eilef.stange@gasnor.no</u>	Partner Contract number:
"DNV GL"	Name: DNV GL AS	Address:
	Organization Number: 945 748 931	Veritasveien 1 N-1322 HØVIK Norway
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: <u>Narve.Mjos@dnvgl.com</u>	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: <u>Avaldsnes</u> Date: <u>9/9.15</u>		Place: Date: <u>09.09.15</u>
Signature <u>Eilef Stange</u>		Signature <u>Terje Sverud</u>
<name, title> <u>EILEF STANGE, CEO</u>		Terje Sverud, Head of Section Environment Advisory

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Name: GMC Yard AS	Address:
	Organization Number: NO 997 737 814	Nyhavnsvei 7 4077 Hundvåg
	Partner Representative, name: Kjell Olsen	Invoice Address: Faktura.yard@gmc.no
	Partner Representative, email address: Kjell.olsen@gmc.no	Partner Contract number:
	Partner Representative, telephone: 902 07 119	
"DNV GL"	Name: DNV GL AS	Address:
	Organization Number: 945 748 931	Veritasveien 1 N-1322 HØVIK Norway
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: <i>Spava</i>	Date: <i>27.11.15</i>	Place: <i>Høvik</i>
Signature: <i>[Signature]</i>		Date: <i>27.10.15</i>
		Signature: <i>[Signature]</i>
<name, title> <i>Bertil Sverud, Managing Dir</i>		Terje Sverud, Head of Section Environment Advisory

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Name: Inpower AS Organization Number: Org nr 984 063 407	Address: Britvegen 4, 6411 MOLDE NO 3616 Kongsberg Invoice Address: Inpower AS c/o Admento Molde AS, Eneveien 2 A, 6416 MOLDE	
	Partner Representative, name: Lars Erik Holo	Partner Contract number:	
	Partner Representative, email address: leh@inpower.no	Partner Representative, telephone: +47 979 53 436	
"DNV GL"	Name: DNV GL AS Organization Number: 945 748 931	Address: Veritasveien 1 N-1322 HØVIK Norway	
	Responsible section/department: Environment Advisory (MANNO356)		
	DNV GL Representative, name: Narve Mjøs		
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900	
for PARTICIPANT Place: <i>Molde</i> Date: <i>24.08.2015</i> Signature <i>[Signature]</i> <i>LARS ERIK Ø. HOLO, MANAGER</i> <name, title> <i>POWER & PROPULSION SYSTEMS</i>		for DNV GL AS Place: Høvik Date: <i>18/8-2015</i> Signature <i>[Signature]</i> Terje Sverud, Head of Section Environment Advisory	

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Name: Kongsberg Maritime AS	Address: Kirkegårdsveien 45 NO-3616 Kongsberg Invoice Address: P.O.Box 483 NO-3601 Kongsberg
	Organization Number: NO 979 750 730	
	Partner Representative, name: Ketil Olaf Paulsen	Partner Contract number:
	Partner Representative, email address: ketil.olaf.paulsen@km.kongsberg.com	Partner Representative, telephone: 330 32 229 / 971 18 102
"DNV GL"	Name: DNV GL AS	Address: Veritasveien 1 N-1322 HØVIK Norway
	Organization Number: 945 748 931	
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: KONGSBERG Date: 19/8-15		Place: Høvik Date: 18/8-2015
Signature 		Signature 
<name, title> LARS K. MOEN, EVP BD		Terje Sverud, Head of Section Environment Advisory



The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Company Name: KS Bedrift	Address:
	Organization Number: 912 86 8222	P.O. Box 1378 Vika, N-0114 Oslo
	Participant Representative, name: Mrs Pia Farstad von Hall	Invoice Address:
	Participant Representative, email address: pia.farstadvonhall@ks.no	Participant Contract number: (If relevant)
		Participant Representative, telephone: + 47 971 00 904
"DNV GL"	Name: DNV GL AS Organization Number: 945 748 931	Address: Veritasveien 1 N-1322 HØVIK Norway
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: Oslo	Date: 19.8.2015	Place: Høvik
Signature: <i>Pia Farstad von Hall</i>		Date: 19/8-2015 Signature: <i>Terje Sverud</i>
		Terje Sverud, Head of Section Environment Advisory

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Name: Maritime Battery Forum Organization Number: 913671473	Address: v/S. Opsand c/o DNV GL, Veritasveien 1. 1363 HØVIK Invoice Address: Same as above
	Partner Representative, name: Egil Holland	Partner Contract number: JDPf1
	Partner Representative, email address: eholland@online.no	Partner Representative, telephone: 917 09 938
"DNV GL"	Name: DNV GL AS Organization Number: 945 748 931	Address: Veritasveien 1 N-1322 HØVIK Norway
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: HØVIK Date: 6/10 -2015		Place: Høvik Date: 09.09.15
Signature 		Signature 
<name, title> EGIL HOLLAND, CHAIRMAN MARITIME BATTERY FORUM		Terje Sverud, Head of Section Environment Advisory

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Name: NHO Sjøfart	Address: Middelthuns gate 27, 0368 Oslo
	Organization Number: NO 971 279 427	Invoice Address: Postboks 5201 Majorstuen, 0302 Oslo
	Partner Representative, name: Frode Sund	Partner Contract number:
	Partner Representative, email address: frode.sund@nhosjofart.no	Partner Representative, telephone: 489 98 342
"DNV GL"	Name: DNV GL AS	Address: Veritasveien 1 N-1322 HØVIK Norway
	Organization Number: 945 748 931	
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: <i>Oslo</i>	Date: <i>5.10.15</i>	Place: Høvik
Signature: <i>Frode Sund</i>		Signature: <i>Terje Sverud</i>
		Terje Sverud, Head of Section Environment Advisory

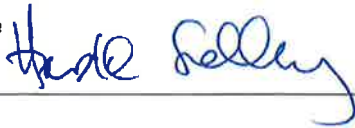

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Name: Norsk Industri	Address: Middelthuns Gate 27, 0306 Oslo
	Organization Number: NO 952151266	Invoice Address: <u>efaktura@nho.no</u> // POBox 7072 Majorstuen. 0306 Oslo
	Partner Representative, name: Lars Gørvell-Dahl	Partner Contract number:
	Partner Representative, email address: <u>lqd@norskindustri.no</u>	Partner Representative, telephone: +47 41514790
"DNV GL"	Name: DNV GL AS	Address: Veritasveien 1 N-1322 HØVIK Norway
	Organization Number: 945 748 931	
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: <i>OSLO</i>	Date: <i>8/10/15</i>	Place: Høvik
Signature: 		Date: <i>18/8-2015</i>
		Signature: 
		Terje Sverud, Head of Section Environment Advisory

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Name: Norges Rederiforbund	Address: Rådhusgt 25, 0158 Oslo
	Organization Number: No.: 971 436 190	Invoice Address: Postboks 1452 Vika, 0116 Oslo
	Partner Representative, name: Harald Solberg	Partner Contract number:
	Partner Representative, email address: hso@rederi.no	Partner Representative, telephone: +47 48 08 26 33
"DNV GL"	Name: DNV GL AS	Address: Veritasveien 1 N-1322 HØVIK Norway
	Organization Number: 945 748 931	
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: Oslo	Date: 6/5-2015	Place: Høvik
Signature: 		Date: 18/8-2015
		Signature: 
		Terje Sverud, Head of Section Environment Advisory

The AGREEMENT has been signed in [] copies, each PARTY to keep one each.

PARTNERS:

"PARTNER"	Name: Norled AS	Address:
	Organization Number: 981 940 768	Invoice Address: <u>faktura@norled.no</u>
	Partner Representative, name: Lars Jacob Engelsen	Partner Contract number:
	Partner Representative, email address: lars.jacob.engelsen@norled.no	Partner Representative, telephone: 957 96 917
"DNV GL"	Name: DNV GL AS	Address: Veritasveien 1 N-1322 HØVIK Norway
	Organization Number: 945 748 931	
	Responsible section/department:	
	DNV GL Representative, name:	
	DNV GL Representative, email address:	DNV GL Representative, telephone:
for PARTICIPANT		for DNV GL AS
Place: STAVANGER	Date: 30.09.15	Place: Høvik
Signature <i>Lars Jacob Engelsen</i>		Signature <i>Lars Jacob Engelsen</i>
<name, title> VISEADRI. DIREKTØR		<name, title> Auddelingsleder

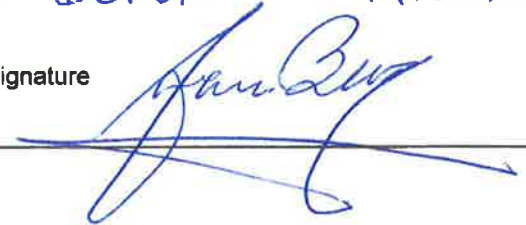

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

	Name:	Address:
"PARTNER"	Nor Lines AS Organization Number: 981 099 516	7/8 etasje Børehaugen 1, 4006 STAVANGER Invoice address: Postboks 655 Sentrum, 4003 Stavanger e-mail: efaktura@norlines.no
	Participant Representative, name: Tor Arne Borge Participant Representative, email address: tor.arne.borge@norlines.no	Participant Contract number: Participant Representative, telephone: +47 916 29 744
"DNV GL"	Name: DNV GL AS Organization Number: 945 748 931	Address: Veritasveien 1 N-1322 HØVIK Norway
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: <i>STAVANGER</i>	Date: <i>14.09.15</i>	Place: Høvik
Signature <i>Tor Arne Borge</i>		Date: <i>10.09.15</i> Signature <i>Terje Sverud</i>
		Terje Sverud, Head of Section Environment Advisory

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Company Name: Norwegian Electric Systems AS	Address: Janaflaten 10, 5179 Godvik
	Organization Number: 994300962	Invoice Address: PO Box 2422, 5828 BERGEN
	Participant Representative, name: Stein Ruben Larsen	Participant Contract number:
	Participant Representative, email address: srl@norwegianelectric.com	Participant Representative, telephone: +4792600340
"DNV GL"	Name: DNV GL AS Organization Number: 945 748 931	Address: Veritasveien 1 N-1322 HØVIK Norway
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT Place: <u>BERGEN</u> Date: <u>19.08.15</u> Signature: 		for DNV GL AS Place: Høvik Date: <u>18/8-2015</u> Signature:  Terje Sverud, Head of Section Environment Advisory



The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Name: Næringslivets NOx-fond	Address: Essendropsgate 3, 0368 Oslo Invoice Address: P.b. 5250 Majorstuen 0303 Oslo
	Organization Number: NO 992523522	
	Partner Representative, name: Tommy Johnsen	Partner Contract number:
	Partner Representative, email address: tommy.johnsen@nox-fondet.no	Partner Representative, telephone: 99278007
"DNV GL"	Name: DNV GL AS Organization Number: 945 748 931	Address: Veritasveien 1 N-1322 HØVIK Norway
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT	for DNV GL AS	
Place: <i>Oslo</i>	Place: Høvik	Date: <i>18/8-2015</i>
Date: <i>19/8-15</i>	Signature: <i>Terje Sverud</i>	
Signature: <i>Tommy Johnsen</i>	Terje Sverud, Head of Section Environment Advisory	

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Name: Posten Norge AS Organization Number: NO 984 661 185	Address: Biskop Gunnerus gt 14A 0001 Oslo Invoice Address: Biskop Gunnerus gt 14A 0001 Oslo
	Partner Representative, name: Colin Campbell	Partner Contract number:
	Partner Representative, email address: <u>Colin.campbell@posten.no</u>	Partner Representative, telephone: 97181615
"DNV GL"	Name: DNV GL AS Organization Number: 945 748 931	Address: Veritasveien 1 N-1322 HØVIK Norway
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: 0820	Date: 20.08.15	Place: Høvik
Signature		Signature
		Date: 18/8-2015
		
		Terje Sverud, Head of Section Environment Advisory

The AGREEMENT has been signed in [] copies, each PARTY to keep one each..

PARTNERS:

On behalf of [] *RISAVIKA Havn AS*

On behalf of []

Date: *24. sep 2015*
Name: *DAVID S. OTTESEN*
Title: *CEO*

Date:
Name:
Title:

Signature: 

Signature: _____

On behalf of []

On behalf of []

Date:
Name:
Title:

Date:
Name:
Title:

Signature: _____

Signature: _____

On behalf of []

On behalf of []

Date:
Name:
Title:

Date:
Name:
Title:

Signature: _____

Signature: _____

On behalf of []

On behalf of []

Date:
Name:
Title:

Date:
Name:
Title:

Signature: _____

Signature: _____

On behalf of []

On behalf of []

Date:
Name:
Title:

Date:
Name:
Title:

Signature: _____

Signature: _____

APPENDIX 1

PARTIES to this AGREEMENT.

Company/Organisation	Organisation number	Representative	Invoicing address
Frakterfartøyenes Rederiforening		<name> <email> <phone>	
Norges Rederiforbund		<name> <email> <phone>	
Nor Lines		<name> <email> <phone>	
ABB		<name> <email> <phone>	
Energi Norge		<name> <email> <phone>	
NHO Sjøfart		<name> <email> <phone>	
Gasnor		<name> <email> <phone>	
Satoil		<name> <email> <phone>	
Norsk Industri		<name> <email> <phone>	
Teekay Shipping Norway		<name> <email> <phone>	
Energigass Norge		<name> <email> <phone>	
Norwegian Electric Systems		<name> <email> <phone>	
Posten / Bring		<name> <email> <phone>	
NOx-fondet		<name> <email> <phone>	
Norled		<name> <email> <phone>	
Kongsberg Maritime		<name> <email> <phone>	
KS Bedrift		<name> <email> <phone>	
Risvika Havn	987260947	<name> DAVID S. <email> <phone> OTTESEN	Kontinentalløien 31 4056 Tananger
ZEM		<name> <email> <phone>	

The AGREEMENT has been signed in [] copies, each PARTY to keep one each.

PARTNERS:

"PARTNER"	Name: Rolls-Royce Marine AS Ship Design & Systems - Commercial Marine	Address: Borgundveien 340, NO-6009 Aalesund
	Organization Number: NO 980 371 379	Invoice Address: Post Box 1522, NO-6025 Aalesund
	Partner Representative, name: Anders Roald	Partner Contract number: OEN-15-167
	Partner Representative, email address: anders.roland@rolls-royce.com	Partner Representative, telephone: Office : +4770103739 Mobil :+4795995483
"DNV GL"	Name: DNV GL AS Organization Number: 945 748 931	Address: Veritasveien 1 N-1322 HØVIK Norway
	Responsible section/department:	
	DNV GL Representative, name:	
	DNV GL Representative, email address:	DNV GL Representative, telephone:
for PARTICIPANT		for DNV GL AS
Place: <i>Norve</i>	Date: <i>23/10-15</i>	Place: <i>Høvik</i>
Signature <i>Jan Gullerud</i>		Date: <i>20/10-15</i>
<name, title>		Signature <i>Hilmar Husted</i>
		(For) Terje Sverud, Head of Section Environment Advisory

The AGREEMENT has been signed in [] copies, each PARTY to keep one each.

PARTNERS:

"PARTNER"	Name: Statoil ASA Organization Number: 923609016	Address: Forusbeen 50 N-4035 Stavanger Norway Invoice Address: N-4035 Stavanger Norway Email: cargodh@statoil.com
	Partner Representative, name: Hilde Østerhus	Partner Contract number: C-006546
	Partner Representative, email address: hios@statoil.com /	Partner Representative, telephone: +47 47668446
"DNV GL"	Name: DNV GL AS Organization Number: 945 748 931	Address: Veritasveien 1 N-1322 HØVIK Norway
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: <i>Stavanger</i>	Place: <i>5.10.2015</i> Høvik	Place: Høvik
Signature <i>Hilde Østerhus</i>		Date: <i>02.10.2015</i> Signature <i>Hilde Østerhus</i>
<name, title> <i>Shipping Manager</i>		FOR Terje Sverud, Head of Section Environment Advisory

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Company Name: Teekay Shipping Norway AS	Address: Verven 4, 4014 Stavanger
	Organization Number: 964111723MVA	Invoice Address: Verven 4 PO Box 8035, N-4068 Stavanger, Norway
	Participant Representative, name: Mikkel Storm Weum	Participant Contract number: +47 51442906
	Participant Representative, email address: Mikkel.weum@teekay.com	Participant Representative, telephone: +47 90787301
"DNV GL"	Name: DNV GL AS Organization Number: 945 748 931	Address: Veritasveien 1 N-1322 HØVIK Norway
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place:	Date: 7/10/15	Place: Høvik
Signature <i>Ingrid Sæther</i>		Signature <i>Terje Sverud</i>
		Date: 18/8-2015
		Terje Sverud, Head of Section Environment Advisory

The AGREEMENT shall be signed by all PARTNERS and each PARTY to keep one copy each.

PARTNERS:

"PARTNER"	Name: ZEM AS	Address:
	Organization Number: 994 631 993	Postboks 307, 1323 Høvik Invoice Address: Postboks 307, 1323 Høvik
	Partner Representative, name Jan Olaf Willums	Partner Contract number:
	Partner Representative, email address willums @zemenergy.com	Partner Representative, telephone: +4793480111
"DNV GL"	Name: DNV GL AS	Address:
	Organization Number: 945 748 931	Veritasveien 1 N-1322 HØVIK Norway
	Responsible section/department: Environment Advisory (MANNO356)	
	DNV GL Representative, name: Narve Mjøs	
	DNV GL Representative, email address: Narve.Mjos@dnvgl.com	DNV GL Representative, telephone: +47 922 00 900
for PARTICIPANT		for DNV GL AS
Place: <i>Oslo</i>	Date: <i>20/8/2015</i>	Place: Høvik
Signature <i>[Signature]</i>		Date: <i>18/8-2015</i>
JAN OLAF WILLUMS, styreleder		Signature <i>[Signature]</i>
		Terje Sverud, Head of Section Environment Advisory

APPENDIX 1

PARTIES to this AGREEMENT:

Company/Organisation
Frakterfartøyenes Rederiforening
Norges Rederiforbund
Nor Lines
ABB
Energi Norge
NHO Sjøfart
Gasnor
Satoil
Norsk Industri
Teekay Shipping Norway
Energigass Norge
Norwegian Electric Systems
Rolls Royce
Posten / Bring
NOx-fondet
Norled
Kongsberg Maritime
KS Bedrift
Risvika Havn
ZEM
Inpower
GMC
Maritime Battery Forum
DNV GL AS

PROSJEKTBEKRIVELSE

Målsetningen med Fase 1 er å gjøre en mulighetsstudie for et utvalg av mulige demonstrasjonsprosjekter for å avklare miljømessige og kostnadmessige konsekvenser av ulike tiltak og prioritere mellom disse.

- Fokus er på LNG- og batteridrift
- Både overordnet konsept, miljøteknologi-investeringer, endrede driftskostnader og tilbakebetalingstid vil bli vurdert på et høyt nivå for hvert enkelt demonstrasjonsprosjekt
- Det er en overordnet målsetning å starte prosjektering/implementering av 5 demonstrasjonsprosjekter i halen av Fase 1. Fase 1 har en varighet på 1 år
- Dokumentasjonen fra prosjektet vil brukes av deltagerne til utarbeidelse av mer detaljerte prosjektbeskrivelser og finansieringsplaner, inkludert søknader til Innovasjon Norge og andre relevante organ, om faktisk gjennomføring av pilotene

De følgende aktiviteter er planlagt i Fase 1:

1. Identifikasjon av Piloter

Prosjektet vil ta utgangspunkt i de pilotprosjektene som deltakerne foreslår.

Følgende oppgaver vil utføres:

- Etablere en lang liste av mulige pilotprosjekter som innen 1 til 3 år gir varige miljøresultater
- Basert på et sett av kriterier, som blir etablert, vil vi redusere den lange listen til en kort liste
- Basert på diskusjoner i prosjektet vil vi prioritere utvalgte piloter, arbeidsoppgaver og analyser som blir utført i utredningsbolken.
- Alle pilotene skal ha en piloteier fra GKP og som har en intensjon om å realisere sin pilot
- Hver pilot får tildelt et timebudsjett som skal dekke assistanse fra prosjektleder (DNV GL) og betalte underleverandører for å gjøre studier/analyser/utredninger(170 timer)

Status og videre arbeid for hver pilot vil bli presentert og diskutert i WS

2. Pilot utredninger

Utredninger, studier og analyser som vil fremskaffe ny og relevant informasjon til nytte for piloteiere og prosjektdeltakerne.

Piloteier med støtte fra prosjektleder (DNV GL) og betalte underleverandører vil gjøre teknisk/økonomisk/miljømessige analyser i tett samarbeide med andre partnere etter behov. Det vil si:

- Definere overordnet konseptuell løsning
- Utføre en høynivå teknisk mulighetsstudie basert på driftsprofil og omgivelser
- Skissere tekniske, sikkerhetsmessige og regulatoriske krav
- Gjøre høynivå økonomisk analyse inkludert både investerings- og driftskostnader
- Gjennomgå konseptdesign med henhold til sikkerhetsmessig og økonomisk risiko

Dokumentasjonen fra studiene vil brukes av piloteierne for å skrive søknader til Innovasjon Norge og andre relevante organ om faktisk gjennomføring av pilotene

3. Prosjektmøter/Workshops

Omfatter fellesaktiviteter for prosjektets deltagere.

- workshops, seminarer og møter som vil sikre at deltakerne gir nødvendige innspill til utredninger, studier og analyser
- samtidig som deltakerne oppdateres og informeres om resultater fra disse.
- Workshopene ventes å kunne bidra til ytterligere idegenerering og stimulering til nye grønne business-caser og flere piloter på sikt
- For den enkelte pilot vil det bli holdt prosjektmøter utover fellesmøtene

PROSJEKTPLAN

- *4 workshoper som holdes i mars, juni, oktober og februar.*
- *Internasjonal og nasjonal promotering av GKP under Nor Shipping i juni.*
- *Promotering av GKP under Electric & Hybrid Marine World Expo i juni.*
- *Promotering sammen med IN under COP21 i desember.*
- *Oppstart av 5 piloter innen avslutningen av Fase 1.*
- *Avslutningsseminar for Fase 1 i mars 2016.*
- *Det etableres en egen tidsplan for hver av pilotene.*

APPENDIX 3

DNV GL's Ethical requirements

This Code of Conduct (the Code) shall apply to all contractual parties of companies within companies' within DNV GL. DNV GL means DNV GL AS as well as all its subsidiaries.

The Code describes DNV GL's requirements to its contractual partners, whether joint venture partners, middlemen, suppliers, sub-contractors or others ("Partners").

1. ANTITRUST AND FAIR DEALING

Partner's commercial policy and pricing shall be set independently and will never be agreed with competitors or other non-related parties.

2. BRIBERY AND CORRUPTION

Partner, Partner management and employees shall not engage in the following activities, regardless of whether they are related to the contractual relationship with DNV GL:

- Involvement in any form of corruption, bribery or trading in influence by any Partner or Partner employees or management directly or indirectly related to the contractual relationship with DNV GL, is unacceptable and prohibited.
- Directly or through intermediaries, offer or promise any personal or improper financial or other advantage from a third party, whether public or private.
- Make direct or indirect contributions to political parties, organisations or individuals engaged in politics as a way of obtaining concrete advantage in business or other transactions.
- Make non-transparent political contributions.
- Offer or receive gifts, hospitality or expenses that are intended to affect the outcome of specific business transactions, or which are not in line with acceptable legal and cultural practices.
- Each Party hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of the other Parties in a manner contrary to applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.
- Nothing in this Agreement shall render a Party liable to reimburse the other Parties for any such consideration given or promised.

3. FUNDAMENTAL RIGHTS

The Partner shall support and respect the protection of internationally proclaimed human rights and labour standards and ensure that it is not are not complicit in breaches of these standards. In particular:

- Compensation paid to workers shall comply with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.
- Partners should comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Partners must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Partners are encouraged to ensure that workers are provided with one day off in every seven-day week.
- Partner shall respect the rights of employees to associate freely and to communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal. Workers' rights to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed should be acknowledged.
- Forced, bonded or indentured labour or involuntary prison labour is not to be used. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Partners should also not mandate that workers hand over government-issued identification; passports or work permits as a condition of employment.
- There shall not be any discrimination based on race, colour, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union

membership or marital status in hiring and employment practices such as promotions, rewards, and access to training.

- Child labour is not to be used in any stage of manufacturing. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All Partners should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labour and apprenticeship programs.

4. HEALTH AND SAFETY

Partners should recognize that the quality of products and services, consistency of production, and workers' morale are enhanced by a safe and healthy work environment. Partners should work ambitiously through continuous improvement, for a healthy work environment and safe and secure conduct according to internationally recognized health and safety management principles and practices and applicable law. Partners should strive to ensure reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; occupational injury and illness and machine safeguarding. Partners will also ensure these same standards apply to any dormitory or canteen facilities.

5. ENVIRONMENT

Partners shall comply with national environmental legislation and regulations regarding the protection of the environment. In addition, Partners should have an effective environmental policy and to comply with internationally recognized environmental management principles and aim for continuous improvement. Partners should wherever possible support a precautionary approach to environmental matters and work to achieve energy efficiency and minimize or effectively manage chemical and hazardous materials, waste water and solid waste, harmful air emissions and maximize recycling.

APPENDIX 4

Contribution, Budget and Invoicing

D1 General

Each PARTY agrees to contribute to the PROJECT as specified in this Appendix.

The invoice shall be addressed to the PARTY in accordance with the invoice address in the Form of Agreement.

D.2 Budget

Budget and Invoicing

The budget is as described in letter from Innovation Norway (APPENDIX 6).

D2.2 Each PARTY agrees to commit financially to the funding of the PROJECT up to a maximum agreed amount as stated in Article D3.

D3 PARTY's fee and IN-KIND contribution

Fee is determined by the size of the organisation;

- 100 KNOK for large organisations (businesses and special interest organisations)
- 50 KNOK for small organisations (ship-owners with < 3 ships, others with number of employees < 10, environmental organisations).

OBSERVERS do not pay fee.

Each PARTY further agrees to commit IN-KIND contributions in the form of work-hours.

IN-KIND contributions are reported quarterly to DNV GL. DNV GL reports the joint IN-KIND contribution for all parties to Innovation Norway, in order for Innovation Norway to release committed funding in accordance with letter from Innovation Norway (APPENDIX 6).

All time used on activities which contributes to the fulfilment of the project objectives can be reported as IN-KIND. This includes time spent on;

- Correspondence
- Preparation and planning
- Travel
- Meetings
- After-work (in relation to meetings)
- Reporting
- Discussions
- Analysis, calculations and documentation

All parties commit to IN-KIND work.

It is vital to the overall finances of the project that IN-KIND work is performed and reported, in order for Innovation Norway to release committed funding in accordance with letter from Innovation Norway (APPENDIX 6).

All parties commit to compensate for loss of Innovation Norway funding due to lacking IN-KIND contributions. The compensation shall be calculated based on a rate of 4 000 NOK for every 10 hours deviation in IN-KIND. The deviation is calculated as the difference between actual reported IN-KIND and the IN-KIND committed in this agreement. The compensation will only be invoiced should the collective IN-KIND level not be sufficient to meet the budgeted level.

All parties commit to IN-KIND contributions as specified in below table:

Partner	Fee (KNOK)	In-kind (hours)
Fraktesfartøyenes Rederiforening	100	150
Norges Rederiforbund	100	150
Nor Lines	100	150
ABB	100	150
Energi Norge	100	100**
NHO Sjøfart	100	100**
Gasnor	100	150
Statoil	100	150
Norsk Industri	100	100**
Teekay Shipping Norway	100	150
Energigass Norge	100	150
Norwegian Electric Systems	100	150
Rolls Royce	100	150
Posten og Bring	100	150
NOx-fondet	100	150
Norled	100	150
Kongsberg Maritime	100	150
KS Bedrift	100	150
Risavika Havn	100	150
ZEM	50	150
Inpower	50	150
DNV GL AS	100	150
Damen Shipyard Norway	100	150
GMC	100	150
Maritime Battery Forum	25*	150
SUM	2325	3600

N.M.

*) Additional contribution considered covered through pre-project financing to GKP

***) Lower commitment as no direct contributions in pilot projects selected are expected.

The PILOT OWNERS shall in addition to the above contribute with 150 additional in-kind hours.

D4 Currency

The budget is established in NOK and will be invoiced according to the schedule in D5.

D5 Invoicing Schedule

The annual PARTY fee will be invoiced upon signing of this contract.

D6 Hourly Rates for DNV GL Personnel

The hourly rates for DNV GL staff are based on standard price level in 2015.

D7 Travel Expenses

Travel expenses and subsistence allowances for the DNV GL project staff will be charged according to the current travel regulations for the Norwegian Civil Service.

Joint Industry Project

D9 Materials, Supplies and Outside Services

Materials, supplies or outside services to the PROJECT, which are invoiced to DNV GL, will be charged the PROJECT at cost.

D11 Value Added Tax (VAT)

All rates are exclusive of any Value Added Tax.

APPENDIX 5

Accession Document

Accession of a LATE PARTY to the Agreement Grønt Kystfartsprogram Fase 1 dated [dd.mm.yyyy] (the "AGREEMENT")

[OFFICIAL NAME OF LATE PARTY AS USED IN THE CONTRACT] hereby agrees to become a participant to the AGREEMENT, and accepts all rights and obligations of a PARTNER as described in the AGREEMENT starting at [DATE], and the obligations to the PROJECT to provide the following financial resources and/or in-kind contribution:

Fee (KNOK)	In-kind (hours)

On behalf of [LATE PARTY]

Date:

Name:

Title:

Signature: _____

Joint Industry Project

APPENDIX 6

Innovation Norway Letter

DNV GL AS
 Postboks 300

1322 HØVIK

Narve Mjøs

Deres ref.

Vår ref.

Molde, 04.05.2015

KUTHO/TOSTE - 2015/104042

TILBUD OM TILSKUDD

Vi viser til Deres søknad mottatt 24.02.2015, og kan etter vedtak i Innovasjon Norge 15.04.2015 gi følgende tilbud:

1. Tilskuddsbeløp

Innovasjon Norge bevilger DNV GL AS et tilskudd på inntil

kr 2 000 000 --kronertom millioner--

2. Godkjent kostnadsramme

Kostnadsgrunnlag (beløp i hele kr)	Støttegrunnlag	Søkers kostnader	Partners kostnader
Personalkostnader ansatte, inkl. overhead	3 000 000		3 000 000
Konsulentbistand og rådgiving	952 000	952 000	
Kjøp av utredninger, analyser og rapporter	850 000	850 000	
Øvrige kostnader for utstyr, materialer og tjenester	198 000	198 000	
SUM	5 000 000	2 000 000	3 000 000
Finansiering		Beløp i hele kr	Andel i %
Tilskudd		2 000 000	40

Eventuelt eget arbeid skal fremgå særskilt i prosjektregnskapet, og være dokumentert med timelister med tilhørende timesatser. Timesatsen forutsettes å være innenfor rammen av det Innovasjon Norge kan godkjenne. Eventuelt arbeid utført av nærstående til foretaket skal behandles på samme måte.

3. Aksept av tilbudet

Dersom De ønsker å benytte vårt tilbud, ber vi Dem akseptere det skriftlig innen **15.06.2015**, ellers faller tilbudet bort.

Aksept skjer ved retur av det ekstra eksemplaret av dette brevet (vedlagt), undertegnet av signaturberettiget / prokurist / daglig leder.

Tilbudsbrev og standardvilkår vil samlet utgjøre avtalen med Innovasjon Norge.

4. Utbetalingsfrist

Krav om sluttutbetaling av støtten må sammen med nødvendig dokumentasjon, jf. standardvilkårene, være Innovasjon Norge i hende innen 15.06.2016, da tilbudet ellers bortfaller i den utstrekning det ikke allerede er effektuert.

Innovasjon Norge kan etter søknad forlenge utbetalingsfristen.

5. Særvilkår

- Innovasjon Norge skal ha en rolle som observatør i prosjektet.
- Som "Prosjektdeltager" regnes alle private aktører som har signert på «Samarbeids-erklæring for Grønn Kystfart», og som bidrar i prosjektet med en betydelig egeninnsats i form av timer.
- Prosjektleder skal etablere en hensiktsmessig ordning for timerrapportering fra den enkelte Prosjektdeltager sin egeninnsats. I beregning av kostnadsgrunnlaget er gjennomsnittlig timesats i prosjektet satt til kr 1 000.
- Etter skriftlig anmodning, og etter at 3. workshop er gjennomført i oktober, kan inntil 50% av tilskuddet utbetales. Tilskuddet vil bli utmålt basert på gitt støtteandel og antall timer som har medgått samt statusrapport for prosjektet.
- Sluttutbetaling kan gjennomføres etter at Innovasjon Norge har mottatt en tilfredsstillende revisorbekreftet sluttrapport for prosjektet, og etter at 4. og avsluttende workshop er gjennomført.

6. Standardvilkår

For øvrig gjelder vedlagte standardvilkår, datert desember 2011.

7. Spørreundersøkelser

Det er en forutsetning at bedriften deltar i eventuelle spørreundersøkelser i forbindelse med at Innovasjon Norge eller departementene gjennomfører evalueringer, kundeundersøkelser mv. av Innovasjon Norges virksomhet. Slike undersøkelser er viktige i arbeidet med å utvikle et best mulig tjenestetilbud til næringslivet.

8. Omtale i media

Ved presentasjon og eventuell profilering av prosjektet i media forutsettes det at Innovasjon Norges medvirkning blir omtalt.

Har De spørsmål i tilknytning til dette brevet, ta kontakt med saksansvarlig Kurt Tore Thomassen som kan treffes på telefon +4771191417 eller e-post Kurt.Tore.Thomassen@innovasjon norge.no.

Med vennlig hilsen
for Innovasjon Norge


Kurt Tore Thomassen
seniorrådgiver


Torild Stensønes
konsulent

Vedlagt oversendes:

- standardvilkår for tilskudd , datert desember 2011
- et ekstra eksemplar av tilbudsbrevet

Vi aksepterer ovenstående tilbud, er kjent med Innovasjon Norges standardvilkår og godtar disse.

Før utbetaling må det sendes en skriftlig anmodning til Innovasjon Norge. Utbetalingen skal skje til:

- kontonummer 70580638609
- navn på kontoeier D.B Bank ASA

Ved endring av bankforbindelse/kontonummer må Innovasjon Norge bli informert.

Sted/dato:

Mottakers underskrift:

Orgnr./Personnr.:

DNV GL AS

945 748 931

12.05.2015

Ketil Arnes

Signaturberettiget / prokurist / daglig leder

KETIL ARNES

Underskrift gjentas med blokkbokstaver

Tilbudsbrev med undertegnet aksept returneres i sin helhet:
Innovasjon Norge Depot, Postboks 605, 9811 Vadsø

Standardvilkår for tilskudd

1. Forbehold om utbetaling

Tilbudet vil kunne bortfalle, helt eller delvis, dersom tilskuddsmottaker - uten skriftlig forhåndssamtykke fra Innovasjon Norge – endrer planene som ligger til grunn for tilbudet.

Dersom prosjektet krever mindre kapital enn forutsatt, kan Innovasjon Norge redusere tilskuddet forholdsmessig. Dersom prosjektet krever mer kapital enn forutsatt, forutsettes det at det økte kapitalbehovet blir finansiert på en måte som Innovasjon Norge kan godkjenne.

I tilfelle tilskuddet er brukt til delfinansiering av maskiner eller utstyr, forutsettes det at dette ikke er leasingfinansiert eller beheftet med salgspant.

Tilbudet bortfaller dersom tilskuddsmottaker søker gjeldsforhandling, går konkurs, eller avvikler sin virksomhet før tilskuddet er utbetalt.

Eventuelle skyldige renter og avdrag på løpende lån vil kunne bli motregnet ved utbetalingen av tilskuddet.

2. Immaterielle rettigheter

Immaterielle rettigheter, for eksempel patenter, varemerke, design, opphavsrettigheter mv. nåværende eller fremtidige, som utvikles under prosjektet eller utgjør en del av prosjektet, skal være tilskuddsmottakerens eiendom eller disponeres av tilskuddsmottakeren gjennom lisens eller annen bruksrett.

Innovasjon Norge kan stille krav om at tilskuddsmottakeren skal ha tilfredsstillende beskrivelser, dokumentasjon, kildekoder mv. i forhold til immaterielle rettigheter, produksjonsmetoder/systemer etc. som utvikles under eller utgjør en del av prosjektet, og oppbevare disse på betryggende måte. Innovasjon Norge kan også kreve at det blir avgitt nødvendige erklæringer vedrørende immaterielle rettigheter.

3. Tilbakebetaling

Utbetalt tilskudd kan kreves tilbakebetalt helt eller delvis dersom eiendom selges eller virksomheten, utstyr eller immaterielle rettigheter selges eller flyttes ut av landet eller fra et distriktpolitisk virkeområde til et annet virkeområde innen fem år regnet fra utbetalingsdato, med mindre annet er fastsatt av Innovasjon Norge. Tilskuddsmottaker plikter på forhånd å underrette Innovasjon Norge om salg eller flytting.

Dersom tilskuddsmottaker gir uriktige opplysninger eller tilskuddet ikke benyttes i henhold til forutsetningene for tildelingen, kan tilskuddet kreves helt eller delvis tilbakebetalt.

4. Årsregnskap

Fra tilbudet er akseptert og i fem år etter siste utbetaling kan Innovasjon Norge kreve at (revidert) årsregnskap og årsberetning innsendes til Innovasjon Norge.

5. Kontroll

Innovasjon Norge og Riksrevisjonen har adgang til å iverksette kontroll med at tilskuddet nyttes etter forutsetningene.

6. Etikk og samfunnsansvar

Innovasjon Norge skal bidra til en bærekraftig utvikling, herunder til økt samfunnsansvar i norsk næringsliv. Det er partenes felles forutsetning at virksomheten skal være basert på høye krav til etiske holdninger, unngå å medvirke til korrupsjon, krenkelse av menneskerettigheter, dårlige arbeidsforhold eller skadevirkninger for lokalsamfunn og miljø. Innovasjon Norge forventer at kunder og samarbeidspartnere har retningslinjer for etikk og samfunnsansvar i virksomheten.

Dersom det blir avdekket alvorlige forhold i strid med ovennevnte, kan Innovasjon Norge trekke tilbake tilbudet eller kreve tilskuddet tilbakebetalt.

Tilskuddet vil ikke bli utbetalt dersom det foreligger begrunnet mistanke om at tilskuddsmottaker eller sentrale personer i tilskuddsmottakers virksomhet er involvert i forhold som nevnt i straffeloven §§ 276 a, 276 b eller 276 c (korrupsjon). Tilskuddet kan også nektes utbetalt dersom det foreligger tilsvarende mistanke om annen alvorlig økonomisk kriminalitet, herunder miljøkriminalitet, skatteunndragelser eller misbruk av offentlige midler.

Tilskuddet vil normalt bli krevet tilbakebetalt dersom det foreligger vedtatt forelegg eller dom mot tilskuddsmottaker eller sentrale personer i tilskuddsmottakers virksomhet på grunnlag av forhold som nevnt i straffeloven §§ 276 a, 276 b eller 276 c. Det samme gjelder dersom det foreligger vedtatt forelegg eller dom mot tilskuddsmottaker eller nevnte personer for annen økonomisk kriminalitet, herunder miljøkriminalitet, skatteunndragelser eller misbruk av offentlige midler.

7. Skatt

Tilskuddet er normalt skattepliktig inntekt og må inntektsføres av mottaker

8. EØS-avtalen

Utbetalt tilskudd kan kreves tilbakebetalt dersom støtten blir funnet å være i strid med EØS-avtalens regelverk. I den forbindelse gjelder følgende vilkår:

- **Innovasjon Norge har rett til å kreve fremlagt den informasjonen som er påkrevet.**
- **Støttemottaker har plikt til å opplyse om annen offentlig støtte.**
- **Ulovlig utbetalt støtte kan kreves tilbakebetalt.**
- **Vilkårene for et eventuelt krav om tilbakebetaling av støtten fastsettes i hvert enkelt tilfelle. Rentesatsen på tilbakebetalingskravet skal baseres på markedsrenten. Renten skal vanligvis løpe fra den dagen da støtten er mottatt og til beløpet er endelig tilbakebetalt.**

9. Dokumentasjon for utbetaling

Tilskuddet utbetales ikke før prosjektet er fullført, med mindre annet er særskilt og skriftlig avtalt.

For å få utbetalt tilskuddet, må tilskuddsmottaker kontakte Innovasjon Norge skriftlig og sende inn følgende dokumentasjon:

- **prosjektrapport;**
- **dokumentert finansiering ;**
- **prosjektregnskap bekreftet av revisor i henhold til internasjonal revisjonsstandard ISA 805,** som viser at prosjektet/investeringene er gjennomført i henhold til godkjente kostnadsposter i tilbuds brevet. Sum prosjektkostnader skal fremgå av revisors beretning. Dersom tilskuddsmottaker ikke er revisjonspliktig, kan regnskapet bekreftes av autorisert regnskapsfører. Oppdragsutførelsen skal da gjennomføres i samsvar med god regnskapsskikk og bransjestandard. Dersom tilskuddsmottaker ikke er registrert i Foretaksregisteret, kan regnskapet godkjennes av Innovasjon Norge. Regnskapet skal settes opp slik at det kan sammenlignes med det kostnadsoverslaget som ligger til grunn for tilbudet ;
- **oppfyllelse av eventuelle særvilkår ;**

Oslo, desember 2011