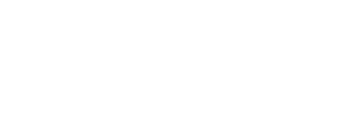


**Standardised Technology Demonstration Agreement**



# Document History

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Note to readers

This STDA template Version 1 has been published with the intention of seeking further industry feedback and as such is subject to future update. Please see the STDA webpage for further details at <https://owgp.org.uk/standardised-technology-demonstration-agreement/>.

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**Important Notice**

This Standardised Technology Demonstrator Agreement and the associated Guidance Note are not replacements for independent specialist advice and those who use these documents should ensure that they take appropriate legal, insurance, financial and technical advice. OWGP and its advisers accept no liability whatsoever for any expense, liability, loss, claim or proceedings arising from reliance placed upon this Standardised Technology Demonstrator Agreement and the associated Guidance Note or any part of these documents (including drafting provisions). Users must satisfy themselves as to the applicability of the relevant part(s) of this Standardised Technology Demonstrator Agreement and the associated Guidance Note to the particulars of their demonstration, technology, product and/or project.

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THIS agreement is made on [] 20[]

BETWEEN:

1. **[]** whose registered office is at [] (company number []) (the **Owner**); and
2. **[]** whose registered office is at [] (company number []) (the **Technology Provider**,).

***Note: This agreement assumes that any contractual consents required for the Owner to allow the technology to be demonstrated on its Site and the entry into by the Owner of this agreement have been secured.***

1. Recitals:
2. The Owner has developed an operational offshore wind farm which is located in [] (the **Wind Farm**).
3. The Technology Provider is an entity that generally provides the Technology Assets.
4. The Technology Provider requires access to the Site (as defined below) in order to test and demonstrate the Technology Assets. The Owner has agreed to give the Technology Provider access to the Site for that purpose. This agreement is entered into by the Parties to give effect to appropriate arrangements in respect of access to the Site and demonstration of the Technology Assets.

***Note: Recitals to be updated as appropriate.***

The Parties agree as follows:

1. Definitions and interpretation
   1. In this agreement, the following words and expressions shall, unless the subject-matter or context otherwise requires or is inconsistent therewith, bear the following meanings:
2. **Act** means the Electricity Act 1989 as amended by (amongst others) the Utilities Act 2000, the Energy Act 2004 and the Energy Act 2008;
3. **Affiliate** means in relation to any person, any other person which, directly or indirectly, Controls, or which is directly or indirectly Controlled by or which is under common Control with such person;
4. **Asset Documents** means:
   1. the instructions, manuals, recommendations and procedures which are issued by the manufacturer of any plant or equipment used in the relevant Owner Assets relating to the operation, use, maintenance, testing and repair of such plant or equipment as revised from time to time; and
   2. each as-built drawing prepared by or on behalf of the person who supplied or installed the relevant Owner Assets;
5. **Commissioning** means the commissioning of the whole or part of the Technology Assets at the Site in accordance with Part 1 of ‎Schedule 8 (Commissioning and Decommissioning) (and **Commission** shall be construed accordingly);
6. **Competent Authority** means the Secretary of State, the Gas and Electricity Markets Authority and any local or national agency, authority, department, inspectorate, minister (including the Scottish Ministers), ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom;[[1]](#footnote-2)
7. **Control** means in relation to any person the power of a person to ensure that the activities and business of that body corporate are conducted in accordance with the wishes of that person by means of holding issued share capital or voting rights in that body corporate or as a result of any powers conferred by the articles of association or any other document regulating that body corporate (and **Controlled** shall be construed accordingly);
8. **Decommissioning** means the decommissioning, removal, demolition or dismantling of the Technology Assets from the Site in accordance with Part 2 of ‎Schedule 8 (Commissioning and Decommissioning) (and **Decommission** and **Decommissioned** shall be construed accordingly);
9. **Directive** includes any present or future directive, requirement, instruction, direction or rule of any Competent Authority (but only, if not having the force of law, if compliance with the Directive is in accordance with the general practice of persons to whom the Directive is addressed) and includes any modification, extension or replacement thereof then in force;
10. **Disclosing Party** has the meaning given to that term in clause ‎9;
11. **Effective Date** means the date of this agreement;
12. **Emergency Coordinator** means the individual (or role) identified as such in the applicable Emergency Response Plan;
13. **Emergency Personnel** means in relation to a Party, all employees of that Party who have appropriate knowledge and experience and are recognised by that Party as being able to carry out competently and safely emergency action for the purposes of clause ‎7;
14. **Emergency Response Plan** means the emergency response plan applicable to emergencies at the Site as appropriate and which includes the interaction between such plan and emergency response plans applicable to the Wind Farm;
15. **Financier** has the meaning given to that term in clause ‎9;
16. **Force Majeure** means in relation to a Party, any event or circumstance which is beyond the reasonable control of that Party and which results in or causes the failure of that Party to perform any of its obligations under this agreement including any act of God, strike, lockout or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, accumulation of snow or ice, lack of water arising from weather or environmental problems, explosion, fault or failure of the plant and apparatus (which could not have been prevented by Good Industry Practice), governmental restraint, Act of Parliament, legislation, bye-law, and Directive but provided that lack of funds or performance or non-performance by a Party shall not be interpreted as a cause beyond the reasonable control of that Party and provided, for the avoidance of doubt, that weather conditions which are reasonably to be expected at the location of the event or circumstance are also excluded as not being beyond the reasonable control of that Party;
17. **Good Industry Practice** means the application of those methods and practices customarily used in good and prudent offshore wind farm practice in the United Kingdom Continental Shelf with that degree of diligence, skill and prudence reasonably and ordinarily exercised by skilled and experienced developers and owners (as applicable) engaged in the United Kingdom Continental Shelf in a similar activity under similar circumstances and conditions, as amended from time to time;
18. **Intellectual Property** means all inventions (whether patentable or not), design rights, database rights, copyright and related rights, moral rights, semiconductor topography rights, trade and service marks (whether registered or unregistered), logos, domain names, get up and trade names and, in each case, any goodwill attaching to them, all Know-How, together with applications for registration, and rights to apply for registration, of any of the foregoing rights, and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which subsist anywhere in the world;
19. **Know-How** means all know-how, trade secrets and confidential information, in any form (including paper, electronically stored data, magnetic media, film and microfilm) including, without limitation, financial and technical information, drawings, formulae, test results or reports, project reports and testing procedures, information relating to the working of any product, process, invention, improvement or development, instruction and training manuals, tables of operating conditions, lists or particulars of suppliers, tenders, information relating to research and development and planning reports and any information derived from any of them;
20. **Landlord** means [];
21. ***Note: Landlord under relevant leasehold interest to be included here.***
22. **Necessary Consents** means the Owner Consents and the Technology Provider Consents;
23. **Owner Assets** means all assets, plant and equipment and spares that are listed in ‎Schedule 2 (Owner Assets) (including any plinths or other structures to or upon which the same are affixed), as any of the same may be modified by the Owner;
24. **Owner Consents** means the following:
    1. [];
    2. [];

***Note: Consents to be procured by the Owner to be considered on a case by case basis.***

1. **Owner Services** means the services set out in Part 1 of ‎Schedule 6 (Services) and any other services as may be agreed between the Technology Provider and the Owner;
2. **Owner's Representative** has the meaning given to that term in clause ‎17.2;
3. **Party** means each person for the time being and from time to time party to this agreement;
4. **Party Confidential Information** has the meaning given to that term in clause ‎9;
5. **Permitted Purpose** means the installation, Commissioning, operation, use, inspection, testing, removal, relocation, maintenance, testing, repair, alteration, modification, Decommissioning or replacement of the Technology Assets, by (or on behalf of) the Technology Provider and all other purposes reasonably incidental thereto;
6. **Representatives** means directors, officers, employees, agents or advisers;
7. **Required Insurances** means those insurances set forth in ‎Schedule 11 (Insurance) that the Technology Provider shall obtain and maintain in accordance with clause ‎19;
8. **Rights of Access** means the Technology Provider's access rights to enter upon and through and remain upon the Site as set out in Part A of ‎Schedule 5 (Site Access) and any other rights of access as may be agreed between the Technology Provider provided that (in all cases) such right and liberty shall be limited so as to exist only to the extent necessary for the Permitted Purpose and shall be subject to the provisions of clause ‎5;
9. **Rights** has the meaning given in clause ‎1.4;
10. **Secretary of State** has the meaning given to that term in the Act;
11. **Services** means the services set out in ‎Schedule 6 (Services);
12. **Site** means the site of the Wind Farm as specifically described in ‎Schedule 1 (Site);
13. ***Note: Appropriate definition of the site of the Wind Farm to be included here. Cross-reference should be made to Schedule 1 where more detail can be provided.***
14. **Site Responsibility** **Schedules** means the rules, procedures or current arrangements for and relating to safety coordination to permit work to or testing on the system of one of the Parties as such rules, procedures or current arrangements may be updated and amended from time to time provided that such rules are notified to the Owner and are in accordance with Good Industry Practice;
15. **Site Specific Safety Rules** means the safety rules for the Site as set out in the most recent version of the Site Responsibility Schedules as such rules may be updated from time to time, provided that such rules are notified to the Technology Provider and are in accordance with Good Industry Practice;
16. **Successful Demonstration** means that the criteria set out in ‎Schedule 9 (Success Conditions) have been achieved in accordance with the arrangements set out therein.
17. **Tax** or **Taxation** means all forms of tax, duty, rate, levy or other imposition in each case in the nature of taxation and whether of the United Kingdom or elsewhere, including income tax (including income tax required to be deducted or withheld from or accounted for in respect of any payment), corporation tax, advance corporation tax, capital gains tax, capital transfer tax, inheritance tax, development land tax, petroleum revenue tax, value added tax, customs duties, excise duties, rates, stamp duty, capital duty, stamp duty reserve tax, stamp duty land tax, national insurance and other similar contributions, any liability arising under section 698 Income Tax Act 2007 or section 746 Corporation Tax Act 2010 and any other taxes, levies, duties, charges, imposts or withholdings corresponding to, similar to, replaced by or replacing any of them together with any interest, penalty or fine in connection with any such Taxation and regardless of whether any such taxes, levies, duties, imposts, charges, withholdings, penalties or interest are chargeable directly or primarily against or attributable directly or primarily to the Owner or the Technology Provider or any other person and of whether any amount in respect of any of them is recoverable from any other persons;

**Technology** **Assets** means those assets to be installed and operated at the Site by (or on behalf of) the Technology Provider as set out in ‎Schedule 3 (Technology Assets);

1. **Technology Provider Consents** means the following:
   1. [];
   2. [];

***Note: Consents to be procured by the Technology Provider to be considered on a case by case basis.***

**Technology Provider Services** means the services specified in Part 2 of ‎Schedule 6 (Services) and any other services as may be agreed between the Technology Provider and the Owner;

1. **Technology Provider's Representative** has the meaning given to that term in clause ‎17.1;
2. **Term** has the meaning given to it in clause ‎1.3;
3. **United Kingdom Continental Shelf** means those areas of the sea bed and subsoil beyond the territorial sea over which the United Kingdom exercises sovereign rights of exploration and exploitation of natural resources, as set out in orders made under section 1(7) of the Continental Shelf Act 1964; and
4. **Wilful Misconduct** means an intentional or reckless disregard by senior managerial personnel of Good Industry Practice or any of the terms of this agreement in utter disregard of avoidable and harmful consequences but shall not include any act or omission which is in compliance with the Asset Documents, nor any act, omission, error of judgement or mistake made in the exercise in good faith of any function, authority or discretion vested in or exercisable by such senior managerial personnel and which in the exercise of such good faith is justifiable by special circumstances, including safeguarding of life, property or the environment and other emergencies.
   1. In this agreement:
      1. unless the context otherwise requires all references to a particular clause or Schedule shall be a reference to that clause of, or schedule to, this agreement;
      2. the table of contents and headings are inserted for convenience only and shall be ignored in construing this agreement;
      3. references to the words **include** or **including** are to be construed without limitation to the generality of the preceding words;
      4. unless there is something in the subject matter or the context which is inconsistent therewith, any reference to an Act of Parliament or any Section thereof or Schedule thereto, or other provision thereof or any instrument, order or regulation made thereunder shall be construed at the particular time as including a reference to any modification, extension, replacement or re-enactment thereof then in force and to all instruments, orders or regulations then in force and made under or deriving validity from the relevant Act of Parliament;
      5. references to the masculine shall include the feminine and references in the singular shall include the plural and vice versa and words denoting natural persons shall include companies, corporations and any other legal entity and vice versa;
      6. references to each party include those for whom that Party is responsible (acting in respect of their duties relating to their respective assets);
      7. if there is a conflict between a provision of a clause of this agreement and a provision of a schedule to this agreement, the provision of the clause shall prevail.
   2. **Term**
      1. This agreement shall become effective on the Effective Date and, unless extended in accordance with clause ‎1.3.2, shall expire one calendar year from the Effective Date (the **Term**).
      2. The Parties may agree to extend the Term by agreement in writing.
   3. **Grant of Rights**

It is acknowledged and agreed by the Parties that any access or similar rights granted under this agreement (the **Rights**):

* + 1. are granted on the basis of a contractual licence only without creating any proprietary right or any relationship of landlord and tenant and otherwise subject to the terms and title of any leasehold interest out of which they are derived; and
    2. the Rights will only continue for so long as the Party granting the Rights has the right, title and interest to grant such rights and will be subject to the consent of the Landlord under leasehold interest or any third party where any such consent is necessary and has not already been obtained prior to the date of this agreement.
  1. **Cooperation in good faith**

Without prejudice to the remainder of this agreement, the Technology Provider and the Owner agree to co-operate in good faith with each other in exercising their respective rights and performing their respective obligations under this agreement.

* 1. **Necessary Consents**
     1. The Owner shall obtain and maintain any Owner Consents. The Technology Provider shall provide such reasonable assistance as may be required by the Owner in order for the Owner to identify, obtain and maintain such Owner Consents.
     2. The Technology Provider shall obtain and maintain any Technology Provider Consents. The Owner shall provide such reasonable assistance as may be required by the Technology Provider in order for the Technology Provider to identify, obtain and maintain such Technology Provider Consents.

1. Right to install and retain assets
   1. The Owner acknowledges and agrees that the Technology Provider has installed or will install the Technology Assets and, subject to clause ‎1.4, clause ‎4, clause ‎5 and clause ‎7.1, hereby grants to the Technology Provider the right to install and thereafter retain, Commission, operate, use, inspect, test, maintain, repair, alter, modify, Decommission, relocate, remove and replace, the Technology Assets on the Site in accordance with the terms of this agreement.
   2. Subject to clauses ‎1.4 and ‎7.1, the Owner grants to the Technology Provider the Rights of Access for the Permitted Purpose.
2. Security and compliance
   1. The Technology Provider undertakes to comply with the security, and health and safety requirements of the Owner in relation to the Owner Assets and the Site in accordance with ‎Schedule 4 (Security, Health and Safety).
   2. The Parties shall (having regard to clause ‎3.3) co-operate with each other (and, so far as applicable, with any third parties), to ensure compliance with the provisions of all statutes and Directives applicable to any part (including the whole) of the Technology Assets, Owner Assets and/or the Site (each such provision or part thereof being an **Obligation**).
   3. Each Party shall, so far as it is aware of the same, unless it has reasonable grounds for believing that the other Party possesses the information, keep the other Party informed of all matters relating to any Obligation or potential Obligation and/or the extent to which such Obligation may be applicable.
   4. The provisions for safety co-ordination between the Parties as may be included in ‎‎Schedule 4 (Security, Health and Safety) shall apply to the Parties' rights and obligations under this agreement.
3. Decommissioning
   1. At the end of the Term or in the event a Technology Demonstration Termination Notice has been served in accordance with clause ‎18, the Technology Provider (i) may elect to, or (ii) shall, if instructed by the Owner on reasonable notice (having regard to the ability of the Technology Provider to access the Site and undertake the activities required to Decommission) Decommission all Technology Assets from the Site in accordance with Part 2 of ‎Schedule 8 (Commissioning and Decommissioning) and the provisions of this agreement and the applicable terms of any Necessary Consents required or obtained.
   2. Where the Technology Provider is obliged pursuant to this agreement to Decommission any of the Technology Assets from the Site under this clause ‎4, and fails to do so within the applicable time period, the Owner shall be entitled to remove those Technology Assets (and return the same to the Technology Provider) (and the Technology Provider shall provide all reasonable assistance to enable the Owner safely to do so, and shall pay and reimburse to the Owner all costs and expenses properly and reasonably incurred by the Owner in so doing within 30 days of a written request from the Owner properly evidencing such costs).
4. Rights of access
   1. Until the Technology Assets have been Decommissioned in accordance with clause ‎4, the Technology Provider shall have the Rights of Access including the right to bring on to the Site such personnel, plant, machinery, equipment and materials as shall be reasonably necessary for the Permitted Purpose. The Rights of Access may be exercised by any sub-contractor or other entity as contemplated in clause ‎16.3.
   2. In respect of the Rights of Access, the Owner shall procure that all reasonable arrangements and provisions are made and/or revised from time to time, as and when necessary or desirable, to facilitate the safe exercise of the Rights of Access with the minimum of disruption, disturbance or inconvenience to the Technology Provider (and any sub-contractor or other entity as contemplated in clause ‎16.3).
   3. The arrangements and provisions referred to in clause ‎5.2 shall include the following matters:
      1. the Owner has the right to properly update the rules applicable to the Site;
      2. the Owner shall use reasonable endeavours to secure appropriate passage on its available transport vessels for the transport of the Technology Assets, personnel, plant, machinery, equipment and materials of the Technology Provider (and any sub-contractor or other entity contemplated in clause ‎16.3) to the Owner Assets and Site provided that the Owner shall not be required to divert any scheduled transport vessels;
      3. the particular access routes to be used when exercising the Rights of Access;
      4. any limitation or restriction on the exercise of the Rights of Access (including limitations on times and means of exercise of the Rights of Access and any limitations or restrictions notified by the Owner to the Technology Provider);
      5. any requirements as to prior notification and as to authorisation or security clearance of individuals exercising such Rights of Access, and procedures for obtaining the same, as may be required pursuant to the Site Specific Safety Rules;
      6. the means of communication between the Parties and all personnel of any relevant rules applicable to the Site made by the Owner; and/or
      7. the identification of and arrangements applicable to Emergency Personnel.
   4. The Technology Provider shall:
      1. procure that the arrangements and provisions made in accordance with clause ‎5.2 (and any rules applicable to the Site issued by the Owner pursuant thereto) shall be observed and performed by it and all persons authorised by it to exercise the Rights of Access;
      2. procure that all reasonable steps are taken in the exercise of the Rights of Access to:
         1. avoid or minimise damage to (as applicable) the Owner Assets, the Site and any other property thereon or therein or cause any interruption to the operation of those assets;
         2. cause as little disturbance and inconvenience as possible to the Owner or other occupiers of the Site;
      3. to the extent that damage occurs as a result of an act, error or omission of the Technology Provider, bear any excess or deductible in respect of the insurances procured by the Owner pursuant to clause ‎19.1;
      4. indemnify the Owner against all actions, claims, proceedings, losses, costs and demands arising out of any damage caused in the course of the exercise of the Rights of Access or during the period in which the Technology Assets are installed at the Site (but only if, and to the extent that, the same does not arise as a result of an act or omission of the Owner); and

***Note: Indemnity included but subject to limit of liability.***

* + 1. procure that any Rights of Access are exercised in accordance with the relevant Site Specific Safety Rules. The application of the Site Specific Safety Rules shall be governed by the Site Responsibility Schedules.
  1. Subject to any contrary arrangements for the time being made in accordance with clause ‎5.2, Rights of Access for operation, inspection or in an emergency (which shall for the avoidance of doubt include loss of generation or transmission or demand or other emergency) shall be available without prior notice.
  2. If at any time the Rights of Access are not, or cease to be, sufficient for the purposes of the Technology Provider pursuing or performing its rights and obligations under this agreement, the Parties shall discuss, in accordance with clause ‎1.5, any necessary variations to the Technology Provider's Rights of Access in order to facilitate the Permitted Purpose.

1. Services and use of assets
   1. **Provision of Services by the Technology Provider**

Subject as hereinafter provided, the Technology Provider shall provide the Technology Provider Services as set out in Part 2 of ‎Schedule 6 (Services).

* 1. The Technology Provider shall carry out the Technology Provider Services in accordance with Good Industry Practice.
  2. **Provision of Services by the Owner**

Subject as hereinafter provided, the Owner shall provide the Owner Services as set out in Part 1 of ‎Schedule 6 (Services).

* 1. The Owner shall carry out the Owner Services in accordance with Good Industry Practice.
  2. **Utilities**

The Owner is responsible for procuring any electricity or other utilities required within the boundaries of the Site and for the Technology Assets.

* 1. **Arrangements and provisions**

The Parties shall procure that all reasonable arrangements and provisions are agreed (and revised from time to time) in respect of the Technology Provider Services referred to in clauses ‎6.1 and ‎6.2. Each Party shall comply with the arrangements and provisions so agreed. Such arrangements and provisions shall include:

* + 1. the identification of the Technology Provider Services in question including (where relevant) the extent of their availability;
    2. the hours during which the Owner Assets shall be made available and/or during which the Technology Provider Services are to be provided;
    3. any requirements as to notification of use or call for supply or temporary suspension thereof;
    4. any requirements as to authorisation or security clearance of individuals and the procedures for obtaining the same;
    5. any safety requirements in addition to the Site Specific Safety Rules; and
    6. any restrictions resulting from the combined use of the Owner Assets by the Owner and the provision of the Technology Provider Services by the Technology Provider.
  1. **Restrictions on Services in an emergency**

The restrictions placed on the use of the Owner Assets and the Site and/or the Technology Provider Services, contained in this clause ‎6 (Services and use of assets) shall be suspended to the extent that emergency action is taken by Emergency Personnel in good faith to protect the health and safety of persons or to prevent damage to property. All reasonable care shall be taken in the course of such emergency action. The Parties will be deemed to have acted with all reasonable care if they act in accordance with the relevant Emergency Response Plan and the instructions of the Emergency Coordinator.

1. Non-interference
   1. Subject to clauses ‎7.2 and ‎7.3, each Party agrees that neither it nor its agents, employees and invitees will interfere in any way with any of the other Party's assets on the Site without the prior written consent of such other Party.
   2. The restriction contained in clause ‎7.1 shall be suspended to the extent that emergency action is taken by Emergency Personnel in good faith to protect the health and safety of persons or to prevent damage to property. The Party exercising its rights under this clause ‎7.2 shall take all reasonable care in the course of such emergency action, and shall be liable for any loss caused to the other Party as a result of any failure to take such care and shall notify the other Party as soon as it becomes aware of the requirement for such emergency action. The Parties will be deemed to have taken reasonable care if they act in accordance with the relevant Emergency Response Plan and the instructions of the Emergency Coordinator.
   3. The restrictions contained in clause ‎7.1 shall be subject to any express statements to the contrary in the Site Specific Safety Rules.
2. Title to Assets
   1. **Technology Assets**
      1. The Owner acknowledges that it does not have (and will not acquire) any title, right or interest in the Technology Assets, save for such rights as are expressly granted herein or through some other contractual arrangement. Nevertheless, if according to any rule of law, the Owner does acquire any such title, right or interest in any of the Technology Assets, the Owner undertakes to do all that is required to transfer such right or interest to the Technology Provider to ensure that the Technology Provider shall not, by reason of such right or interest arising, have its full rights in the Technology Assets diminished (and in the interim to hold such rights in trust for the Technology Provider and to allow the Technology Provider to use and provide such rights as are reasonably required by the Technology Provider) and shall if requested by the Technology Provider be obliged forthwith to establish trust arrangements valid under English law so as to ensure that any such right or interest shall be held on behalf of the Technology Provider.
      2. The Technology Provider agrees that it shall not by any act or default render the Owner Assets or Site liable to any distress execution or other legal process, and in the event that the Owner Assets or Site shall become so liable, shall forthwith give notice of any such proceedings to the Owner and shall forthwith notify any third party instituting any such process of the ownership of such Owner Assets or Site.
   2. **Owner Assets**
      1. The Technology Provider acknowledges that it does not have (and will not acquire) any title, right or interest in the Owner Assets or the Site save for such rights as are expressly granted herein. Nevertheless, if according to any rule of law, the Technology Provider does acquire any such title, right or interest in any of the Owner Assets or the Site the Technology Provider undertakes to do all that is required to transfer such right or interest to the Owner to ensure that the Owner shall not, by reason of such right or interest arising, have its full rights in the Owner Assets or the Site diminished (and in the interim to hold such rights in trust for the Owner and to allow the Owner to use and provide such Rights of Access as are reasonably required by the Owner) and shall if requested by the Owner, be obliged forthwith to establish trust arrangements valid under English law so as to ensure that any such right or interest shall be held on behalf of the Owner.
3. Confidentiality
   1. Each Party undertakes to the other that, subject to clause ‎9.3, unless the prior written consent of the other Party shall first have been obtained (such consent not to be unreasonably withheld or delayed) it shall, and shall procure that its Representatives shall, keep confidential and shall not by failure to exercise due care or otherwise by any act or omission:
      1. disclose to any person whatsoever any Party Confidential Information of the other Party; or
      2. use or exploit commercially for its or their own purposes any of the confidential information of the other Party.
   2. For the purposes of this clause ‎9 (Confidentiality), **Party Confidential Information** means the contents of and the negotiations relating to, this agreement; and
      1. information of whatever nature concerning the business, assets, liabilities, dealings, transactions, Know-How, customers, suppliers, processes or affairs of the other Party (or any of its Affiliates); and
      2. information which is expressly indicated to be confidential in relation to the Party disclosing it (or any of the Affiliates of the Party disclosing it),

which any Party may from time to time receive or obtain (verbally or in writing or in electronic form) from the other Party (or from the other Party's Representatives or any of its Affiliates) as a result of negotiating, entering into or performing its obligations pursuant to this agreement.

* 1. The restrictions imposed by clause ‎9.1.1 shall not apply to the disclosure of any Party Confidential Information by a Party (the **Disclosing Party**):
     1. to providers or potential providers from time to time to either Party, and each such Party's Affiliates, of debt and/or equity financing (**Financiers**) and to credit rating agencies to obtain (or in connection with) such financing and provided that the Disclosing Party shall (i) limit the disclosure to information for the purpose of financing or refinancing only, and (ii) make the relevant third party aware of the provisions of this agreement and agrees to observe restrictions on the use and disclosure of the relevant Party Confidential Information as are contained in this clause ‎9 (Confidentiality) provided always that the Disclosing Party shall be liable for any breach by such Financier or credit rating agency of such restrictions; and
     2. to any bona fide potential purchaser or investor or advisers of such purchaser or investor for the purpose of considering and advising on the proposed sale or issue of any shares or investment in the Owner or the Technology Provider (or any Affiliate thereof) provided that each such recipient shall be made aware by the Disclosing Party of its obligations under this agreement and be required by the Disclosing Party to observe the same restrictions on the use and disclosure of the relevant Party Confidential Information as are contained in this clause ‎9 (Confidentiality), and provided always that the Disclosing Party shall be liable for any breach by such potential purchaser or advisers of such restrictions;
     3. to the extent that the relevant Party Confidential Information is in the public domain otherwise than as a result of a breach of such undertaking of confidentiality;
     4. to the extent required by or in accordance with applicable law or regulation to be disclosed to any person (including to a tax authority in connection with the Tax affairs of the Disclosing Party) who is authorised or required by such applicable law or regulation to receive the same;
     5. to its Affiliates or Representatives (including the Representatives of each of its Affiliates):
        1. in each case to the extent required to enable such Party to carry out its obligations under this agreement; or
        2. for the purpose of dealing with Tax, financial, reporting or accounting matters of that Party (including the preparation of financial reports, accounts and Tax filings); or
        3. to the extent that the Technology Provider or the Owner considers disclosure is reasonably required to enable it to operate and maintain the Site or Technology Assets,

and who shall in each case be made aware by such Party of its obligations under this agreement and shall be required by such Party to observe the same restrictions on the use and disclosure of the relevant Party Confidential Information as are contained in this clause ‎9 (Confidentiality);

* + 1. to any expert appointed pursuant to clause ‎20 (Dispute Resolution) of this agreement, provided that the expert shall in each case be made aware by the Disclosing Party of its obligations under this agreement and shall be required by the Disclosing Party, in favour of the other Party, to observe the same restrictions on the use of the relevant information as are contained in this clause ‎9 (Confidentiality);
    2. to any insurer, to the extent the Disclosing Party considers disclosure is reasonably necessary in order to take out any necessary insurance cover in relation to the Site;
    3. to a court, arbitrator or administrative tribunal in connection with proceedings to which the Disclosing Party is a party;
    4. which the Disclosing Party lawfully possessed prior to obtaining it from the other Party; and
    5. pursuant to the terms of this agreement.
  1. Each Party shall be liable for any breach of the provisions of this clause ‎9 (Confidentiality) by any of its Representatives or any of its Affiliates.

**Continuance of Obligations**

* 1. The obligations in this clause ‎9 (Confidentiality) shall continue to apply after the expiry or termination of this agreement for a period of two years.
  2. Each Party acknowledges that damages may not be an adequate remedy for breach of this clause ‎9 and that injunctive relief may be a more appropriate remedy.

**Press Releases**

* 1. No Party shall make, or permit any person to make, any public announcement, communication or circular (announcement) concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed). The parties shall consult together on the timing, contents and manner of release of any announcement.
  2. The Parties consent to the issue of a press release, substantially in the agreed form attached at ‎Schedule 10 (Form of Press Release) , immediately following
     1. [signature of this agreement;
     2. Installation of Technology Assets; and
     3. Successful Demonstration].

***Note: Form of Press Release to be agreed.***

1. *Not used*
2. Intellectual Property
   1. All Intellectual Property relating to the subject matter of this agreement conceived, originated, devised, developed or created by a Party, its officers, employees, agents or consultants during the currency of this agreement shall vest in such Party as the sole beneficial owner thereof save where the Parties agree in writing otherwise.
   2. All data and other information that arises out of the testing of the Technology Assets under the terms of this Agreement shall be the Intellectual Property of the Technology Provider.
3. Intellectual Property Licence
   1. The Technology Provider hereby grants to the Owner a non-exclusive, transferable, irrevocable, perpetual royalty-free licence(s) (carrying the right to grant sub-licences) to use any Intellectual Property created for the purposes of demonstrating the Technology Assets including operating, maintaining, adjusting, modifying and repairing the Technology Assets or the Owner Assets including with respect to any drawings or other plans and specifications that may constitute the Technology Provider's Intellectual Property.
   2. The Technology Provider warrants and represents that the use of its Intellectual Property and any documents licenced to the Owner pursuant to clause ‎12.1 and any use of the same by the Owner shall not infringe any intellectual property rights of third parties.
   3. The Technology Provider shall indemnify and hold harmless the Owner from and against all loss, damage, cost or expense (including legal fees and expenses) arising out of, or in connection with, an infringement of intellectual property rights, provided that the Owner notifies the Technology Provider of any claim as soon as is reasonably practicable after becoming aware.
4. Limitation of liability

***Note: Technology Provider's liability cap to be considered on a case by case basis.***

* 1. The aggregate liability of the Technology Provider to the Owner under this agreement shall not exceed [£1,000,000 (one million pounds sterling)] (**Technology Provider Aggregate Cap on Liability**), provided that such Technology Provider Aggregate Cap on Liability shall not apply to or be reduced by:
     1. the Technology Provider's liability in the case of fraud, fraudulent misrepresentation, Wilful Misconduct, criminal sanction, statutory fines and penalties, or breach of anti-corruption or anti-competition laws;
     2. any liability covered by the proceeds of any insurance maintained by the Owner in connection with this agreement, or which would have been recovered under any such insurance policy but for a failure by the Technology Provider to comply with the relevant insurance (and, where any claim is settled in whole or in part under any such policy of insurance, the proceeds of such insurance shall not be taken into account when calculating the total amount of the Technology Provider's liability for the purposes of this Sub-Clause);[[2]](#footnote-3)
     3. any liability under the indemnity set out in clause ‎12.3.
  2. Neither Party shall be liable to the other Party for loss of use of any assets or property, loss of profit, loss of revenue, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party under or in connection with this agreement, provided always that this clause ‎13.2 shall not prevent, limit or exclude:
     1. any liability resulting from fraud, fraudulent misrepresentation, Wilful Misconduct, criminal sanction, statutory fines and penalties, breach of any anti-corruption or anti-competition laws; or
     2. any liability in respect of a breach by the Technology Provider of Clause ‎9 (Confidentiality).

1. Force Majeure
   1. If a Party (the **Non-Performing Party**) shall be unable to carry out any of its obligations under this agreement due to a circumstance of Force Majeure this agreement shall remain in effect but save as otherwise provided herein the Non-Performing Party's obligations hereunder shall be suspended without liability for a period equal to the circumstance of Force Majeure provided that:
      1. the Non-Performing Party gives the other Party prompt notice describing the circumstance of Force Majeure, including the nature of the occurrence, its expected duration and the particular obligations affected by it, and continues to furnish regular reports with respect thereto during the period of Force Majeure;
      2. the suspension of performance is of no greater scope and of no longer duration than is required as a result of the Force Majeure;
      3. no liabilities of a Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure;
      4. the Non-Performing Party uses all reasonable endeavours to remedy its inability to perform and mitigate the adverse impact of its inability to perform; and
      5. as soon as practicable after the event which constitutes Force Majeure the Parties shall discuss how best to continue their operations so far as possible in accordance with this agreement.
2. Notices
   1. Any notice or other communication to be given by one Party to the other under, or in connection with the matters contemplated by, this agreement shall be addressed to the recipient and sent to the address or email address of such other Party given in ‎Schedule 7 (Addresses) and marked for the attention of the person so given or to such other address and/or email address and/or marked for such other attention as such other Party may from time to time specify by notice given in accordance with this clause ‎15 (Notices) to the Party giving the relevant notice or other communication to it.
   2. Any notice or other communication to be given by one Party to the other Party under, or in connection with the matters contemplated by, this agreement shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas) or email, and shall be deemed to have been received:
      1. in the case of delivery by hand, when delivered; or
      2. in the case of first class prepaid post, on the second day following the day of posting or (if sent airmail from overseas) on the fifth day following the day of posting; or
      3. in the case of email, on delivery to the recipient's server in readable form.
3. Assignment and sub-contracting
   1. The Technology Provider shall not assign, transfer or novate to any person any of its rights or obligations in respect of this agreement without the written consent of the Owner (such consent not to be unreasonably withheld, conditioned or delayed) provided that the Technology Provider shall be permitted to assign or charge its rights in favour of any funder.
   2. The Owner shall not assign, transfer or novate to any person any of its rights or obligations in respect of this agreement without the written consent of the Technology Provider (such consent not to be unreasonably withheld, conditioned or delayed) provided that the Owner shall be permitted to assign or charge its rights in favour of any funder.
   3. Neither Party shall have the right to sub-contract or delegate the performance of any of its obligations or duties arising under this agreement unless such sub-contractor or other entity is: (i) listed in ‎Schedule 6 (Services); or (ii) approved in writing by the other Party (such approval not to be unreasonably withheld or delayed). The sub-contracting by a Party of the performance of any obligations or duties under this agreement shall not relieve such Party from the liability for performance of such obligation or duty (and the acts or omissions of the sub-contractor in such role shall be treated as the acts or omissions of the sub-contracting Party).
4. Representatives
   1. The Technology Provider shall appoint the Technology Provider's Representative to act as its representative in connection with this agreement (the **Technology Provider's Representative**).
   2. The Owner shall appoint the Owner's Representative to act as its representative in connection with this agreement (the **Owner's Representative**).
   3. Each Party shall notify the other of its representative and any change thereto.
5. Technology Demonstration Termination
   1. This agreement shall continue until completion of the Decommissioning.
   2. Either of the Parties may by notice bring the Technology Provider Services to an end by providing the other Party at least [] days' written notice (a **Technology Demonstration Termination Notice**). Following service of a Technology Demonstration Termination Notice:
      1. the Technology Provider shall no longer be required to provide the Technology Provider Services;
      2. the Owner shall no longer be required to provide the Owner Services; and
      3. the provisions of Clause ‎4 (Decommissioning) shall apply.
   3. If the Owner serves a Technology Demonstration Termination Notice, it shall pay and reimburse to the Technology Provider all costs and expenses properly and reasonably incurred by the Technology Provider in connection with the Decommissioning of the Technology Assets in so doing within 30 days of a written request from the Technology Provider properly evidencing such costs.
   4. Where pursuant to clause ‎4, the Owner instructs the Technology Provider to Decommission the Technology Assets and the Technology Provider fails to do so, the costs and expenses recovered by the Owner from the Technology Provider under clause ‎4 shall not be included in the costs and expenses referenced in clause ‎18.3 above.
   5. The termination of this agreement shall be without prejudice to any rights or liabilities of a Party that accrue prior to or on termination and to any rights or liabilities of a Party under clauses ‎9 (Confidentiality) and ‎13 (Limitation of Liability) and any other provisions of this agreement which by implication are intended to survive termination.
6. Insurance
   1. The Owner shall:
      1. notify its insurance brokers and confirm if the activities of the Technology Provider carried out pursuant to this agreement and installing the installation of the Technology Assets at the Site will impact the Owner's existing material damage insurance cover;
      2. exercise reasonable endeavours to procure that existing insurances in respect of material damage to the Owner Assets are modified to provide coverage in respect of damage caused by the activities of the Technology Provider carried out pursuant to this agreement and the installation of the Technology Assets at the Site; and
      3. notify the Technology Provider of the conditions of and requirements under the Owner's existing material damage insurance cover.
   2. The Technology Provider shall effect and maintain the Required Insurances with a reputable insurance company for such periods and with such limits as set forth in ‎Schedule 11 (Insurance) provided that such Required Insurances are available on commercially reasonable rates and terms.
   3. As and when reasonably required by the Owner, the Technology Provider shall produce for inspection confirmation from its insurance brokers that the Required Insurances referred to in clause ‎19.2 are being properly maintained in accordance with this agreement.
   4. The Technology Provider shall comply with all conditions and obligations of the Required Insurances policies and the Owner's existing material damage insurance cover and shall immediately inform the Owner if any of the Required Insurances cease to be maintained or cease to be available on commercially reasonable rates and terms. The Owner and the Technology Provider shall discuss the best means of protecting the Owner's position and the Technology Provider shall if requested by the Owner take out such insurance with such a limit of indemnity as is available in the market on commercially reasonable rates and terms.
   5. The Technology Provider shall not knowingly do or omit anything whereby the Required Insurances for the time being in force may become void or voidable.
7. Dispute resolution

***Note: Dispute resolution procedure to be considered on a case by case basis.***

* 1. Any dispute arising under this agreement between the Parties shall, if not resolved within 14 days of first arising, be referred by written notice at the instance of a Party to the Technology Provider Representative and the Owner Representative who shall use all reasonable endeavours to resolve the matter in dispute within one month of the date of notification (the **Resolution Period**). If the Technology Provider Representative and the Owner Representative are not able to resolve the matter in dispute within such Resolution Period, the dispute shall be referred to senior executives of the Parties who shall use all reasonable endeavours to resolve the matter in dispute within one month of the date of notification (the **Second Resolution Period**).
  2. Subject to the procedure for initial dispute resolution contained in clause ‎0, and subject to any contrary provision of any Directive any dispute or difference of whatever nature howsoever arising under out of or in connection with this agreement between the Parties shall:
     1. if the dispute:
        1. relates to the Site Specific Safety Rules;
        2. is otherwise agreed between the Parties to be of an operational or technical nature; or
        3. irrespective of the nature of the dispute, is agreed in each Party's discretion to be subject to determination by an expert,

be referred to an expert (**Expert Determination**) and clause ‎20.3 shall apply; or

* + 1. otherwise, shall be determined by the courts in accordance with clause ‎21.
  1. A Party may serve at any time a written notice on the other Party of its intention to refer a dispute to Expert Determination. Such notice shall be served:
     1. at any time where the relevant dispute impacts the ability of a Party to use its assets or impacts the availability of a Party's assets forming part of the Site; or
     2. within 10 days of the end of the Second Resolution Period in all other cases, and shall describe in detail the nature of the dispute (**Notice of Dispute**).
  2. The identity of the expert shall be agreed between the Parties within 14 days of the Notice of Dispute and failing such agreement, upon nomination by the President for the time being of the Institution of Engineering and Technology, provided that each Party shall separately have the right to veto one nomination by the President of the Institution of Engineering and Technology in relation to a dispute to which the relevant Notice of Dispute relates. Where a Party exercises such veto right, the Parties shall apply to the President of the Institution of Engineering and Technology to nominate a further expert in the place of the originally nominated expert.
  3. The expert shall be deemed to be appointed by the Parties upon the date of written confirmation from the expert that he is willing to act (the **Expert Appointment Date**). The dispute shall be conducted in accordance with the following timetable (subject to variations agreed between the Parties):
     1. on or by the 14th day after the Expert Appointment Date, each Party shall exchange and provide to the expert its written submissions detailing its position in respect of the dispute;
     2. on or by the 21st day after the Expert Appointment Date, the Parties may, but shall not be required to (unless the expert so determines), provide (i) a supplemental written submission to the expert (copied to the other Party) and/or (ii) oral statements and presentations to the expert; and
     3. unless the expert requires further representations from the Parties, the expert shall issue his decision in writing to the Parties including, in reasonable detail, his reasons for so deciding, within 35 days from the Expert Appointment Date.
  4. The expert shall be given access to such information, personnel and records (including those of third party consultants and contractors) as it may reasonably request from the Owner, the Technology Provider or third party consultants and contractors.
  5. The expert shall act as expert and not as arbitrator and subject to the Parties prior agreement, shall be entitled to seek and rely upon such other independent professional advice and assistance as he shall in his absolute discretion deem desirable (including, without limitation legal and/or technical advice or assistance).
  6. Save in the case of fraud or manifest error any expert's determination made pursuant to this clause ‎20.8 shall be final and binding between the Parties and enforceable as a contractual obligation in any court.
  7. Each of the Parties shall bear the whole of its own costs and one half of the costs of the expert and any independent advisers to the expert, unless the expert (in his discretion) determines otherwise.
  8. If the expert shall relinquish his appointment or die, or if it shall become apparent that for any reason he will be unable to complete his duties in accordance with this clause ‎20 then in the absence of agreement between the Parties as to the appointment of a substitute, the Owner or the Technology Provider may apply to the President of the Institution of Engineering and Technology for a substitute to be appointed in the place of the original expert, which procedure may be repeated as many times as necessary.
  9. Nothing in this clause ‎20 shall prevent a Party from having recourse to a court of competent jurisdiction for the purpose of seeking a preliminary injunction or such other provisional judicial relief as is reasonably necessary.

1. Governing law and jurisdiction
   1. This agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
   2. Subject, and without prejudice, to clause ‎20 and to clause ‎21.3, the Parties irrevocably agree that only the courts of England are to have jurisdiction to settle any dispute which may arise out of or in connection with this agreement and that accordingly any suit, action or proceeding (together in this clause ‎21 referred to as **Proceedings**) arising out of or in connection with this agreement may be brought in such courts.
   3. Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any Proceedings in any such court as is referred to in this clause ‎21 and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts of England and Wales shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction. For the avoidance of doubt, nothing contained in the foregoing provisions of this clause ‎20 shall be taken as permitting a Party to commence Proceedings in the courts where this agreement otherwise provides for proceedings to be referred to expert determination.
2. Waiver

No delay by or omission of a Party in exercising any right, power, privilege or remedy under this agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy.

1. Variations

The provisions of the schedules to this agreement may be varied from time to time by written memorandum signed by an authorised officer of each of the Parties. Subject thereto no variations to this agreement shall be effective unless made by way of supplemental deed.

1. Third party rights

Unless otherwise provided in this agreement, a person who is not a party (including any employee, officer, agent, representative or subcontractor of a Party) shall not have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this agreement which expressly or by implication confers a benefit on that person without the express prior agreement of the Parties.

1. Entire agreement
   1. This agreement together with the documents referred to herein contains the entire agreement between the Parties with respect to the subject-matter hereof, and expressly excludes any warranty, condition or other undertaking implied at law or by custom, and supersedes all previous agreements and understandings between the Parties with respect thereto and;
   2. each of the Parties acknowledges and confirms that it does not enter into this agreement in reliance on any representation, warranty or other undertaking not fully reflected in the terms of this agreement or the documents referred to herein.
2. Illegality and partial invalidity
   1. If at any time any provision of this agreement should become or be declared unlawful, invalid, illegal or unenforceable in any respect under the law of any jurisdiction, neither the validity, legality or enforceability of the remaining provisions nor the validity, legality or enforceability of such provision under the law of any other jurisdiction shall be affected.
   2. If any part of a provision of this agreement is or becomes or is declared invalid, unlawful, illegal or unenforceable but the rest of such provision would remain valid, lawful or enforceable if part of the wording were deleted the provision shall apply with such modifications as may be necessary to make it valid, lawful, enforceable and effective but without affecting the meaning of legality, validity or enforceability of any other provision of this agreement.
3. Counterparts

This agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when executed and delivered shall be an original but all of which together shall constitute one and the same instrument.

**IN WITNESS** whereof this agreement has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by  for and on behalf of **[Owner]**: | )  )  )  ) |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by  for and on behalf of [**Technology Provider**]: | )  )  )  ) |  |  |



Site

[]

***Note: Description of Site to be included here.***



Owner Assets

[]

***Note: List of Owner Assets to be included here.***



Technology Assets

**[]**

***Note: List / description of all technology assets that the Technology Provider wishes to test to be included here.***



Security, Health and Safety

**[]**

***Note: Appropriate security, health and safety obligations to be included here.***



Site Access

**Part A: Rights of Access**

* 1. [The Technology Provider shall have the full right and liberty to enter upon and through and remain upon the Site in order to carry out the Schedule of Planned Works set out at Part B of this ‎Schedule 5.]
  2. []

***Note: Negotiated set of access rights agreed between the parties and necessary for the Permitted Purpose to be included here.***

**Part B: Technology Provider Schedule of Planned Works**

[]

***Note: Technology Provider's schedule of planned maintenance/works to be included at Part B prior to signing. The Owner will provide the Technology Provider with the rights of access to facilitate such planned maintenance/works.***

**Part C: Technology Provider Unplanned Maintenance**

* 1. [The Technology Provider Representative shall provide to the Owner Representative at least [] days' prior written notice of the Technology Provider's intention to undertake unplanned maintenance work confirming the attendance and the vehicles, plant and apparatus to be brought onto the Site for the purpose of the unplanned maintenance work.
  2. Access requests shall be confirmed via written correspondence between the Technology Provider Representative and the Owner Representative confirming the time and date of attendance, the attendee's names and the scope of the maintenance works being undertaken during such attendance.
  3. Once the Technology Provider's nominated attendees have arrived at the Site, attendance should be confirmed to the Owner Representative.
  4. Any accidents, incidents or abnormal conditions shall be reported immediately by the Technology Provider's nominated attendees to the Owner Representative.
  5. Upon concluding the maintenance works at the Site, the Technology Provider's nominated attendees shall:
     1. secure all doors;
     2. reset alarm systems; and
     3. confirm their exit from the Site to the Owner Representative confirming that all parties are removed and the condition of the Site security systems.]

1. ***Note: The Unplanned Maintenance protocol/process to be considered on a case by case basis.***

**Part D: Technology Provider Vessel Access**

The Technology Provider Representative shall provide to the Owner Representative at least [] days' prior written notice of any required vessel access by or on behalf of the Technology Provider.



Services

**Part 1: Owner Services**

**[]**

***Note: List of Owner Services to be included here.***

**Part 2: Technology Provider Services**

[]

***Note: List of Technology Provider Services to be included here.***



Addresses

|  |  |  |
| --- | --- | --- |
|  | **[Owner]** | **[Technology Provider]** |
| Signature |  |  |
| Name |  |  |
| Position |  |  |
| Registered Address |  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| E-mail Address |  |  |



Commissioning and Decommissioning

**Part 1: Commissioning**

[]

**Part 2: Decommissioning**

[]

***Note: List of Commissioning and Decommissions steps to be undertaken by the Technology Provider to be included here.***

***The protocol/process for Decommissioning must provide adequate opportunity for the Technology Provider to access the Site to Decommission.***



Success Conditions

[]

***Note: List of success conditions and means of measurement / verification to be included here.***



Form of Press Release



Insurance

The Technology Provider shall obtain and maintain the Required Insurances for such periods and with such limits as set forth in this ‎Schedule 11 (Insurance).

**Employer's Liability Insurance**

Coverage shall comply with all laws and statutes of the UK with a limit of not less than [] ([] pounds sterling) [in respect of each and every claim / in the aggregate] and shall be maintained from the Effective Date until [].

**Third Party Liability Insurance**

Insurance providing coverage for death or bodily injury, property damage and personal/advertising injury in respect of any incident or series of incidents arising from the Technology Provider's performance of the agreement with a limit of not less than [] ([] pounds sterling) [in respect of each and every claim / in the aggregate] and shall be maintained from the Effective Date until [].

**Professional Indemnity**

Insurance providing coverage for indemnity in respect of error in design, advice or calculations leading to loss with a limit of indemnity of not less than £5,000,000 (five million pounds sterling) [in respect of each and every claim / in the aggregate] and shall be maintained from the Effective Date until 6 years after the end of the Term.

***Note: The Required Insurances to be procured by the Technology Provider to be considered on a case by case basis.***

1. **Note:** Subject to regulatory analysis. [↑](#footnote-ref-2)
2. ***OC Note: Howdens to comment.*** [↑](#footnote-ref-3)