WHY STANDARDISE CONTRACTS?

1 – P&A Contract
- Project management and facility running costs
  - Offshore operations
  - Project management services
  - Preparation of decommissioning programme
- 16%

2 – Removal Contract
- Well P&A
  - Wells project management services
  - Specialist wells services
  - Rig upgrades
- 49%
- 12%

3 – Onshore Disposal Contract
- Subsea and pipeline decommissioning
  - Pipeline flushing
  - Subsea operations
- 15%
- 2%
- Onshore disposal, remediation and monitoring
  - Onshore disposal, remediation and monitoring
  - Field debris clearance
  - Monitoring programme

not a replacement, but a simpler, more flexible alternative that is customisable and consistent with the “BIMCO style”
BACKGROUND

HOW DISMANTLECON FITS INTO BIMCO’S SUITE

- WRECK REMOVAL
  - WRECKHIRE
  - WRECKFREIGHT
  - WRECKFIXED

- HEAVYLIFT
  - HEAVYCON
  - HEAVYLIFTVOY
  - BARGEHIRE

- BIMCO
  - DISMANTLECON
  - OFFSHORE CONTRACTS

- OCEAN TOWAGE
  - TOWHIRE
  - TOWCON

- WINDTIME

- PROJECTCON

- SUPPLYTIME
Simple & Scalable

can be used for small to medium sized projects and for larger and more complex ones
Operational Matters

Keeping it simple – operational details are set out in annexes
KEY PROVISIONS

- RELY UPON INFORMATION
- EXPERT ADJUDICATION
- STANDARD OF PERFORMANCE
- COMPLETION DATE
  - Not a construction contract, so time is not as important.
  - Suggest if date included, then parties could agree upon later.
- SUSPENSION & TERMINATION
  - For convenience and for cause.
- VARIATIONS
- TITLE TO THE FACILITY
- DEBRIS
"Rely Upon Information" means any Technical Information as set out in Annex B (Technical Information, Rely Upon Information and Assumptions) provided by the Company to the Contractor that the Company has confirmed in the Agreement or otherwise in writing as being information or data that may be regarded by the Contractor as being accurate and reliable.
2. Contractor’s performance of the Services

(a) The Company and the Contractor acknowledge that the Services are based on the Assumptions and Technical Information as set out in Annex B (Technical Information, Rely Upon Information and Assumptions).

(b) The Contractor will perform the Services with due care and shall carry out all its obligations in accordance with this Agreement, the Annexes hereto, any Applicable Law and in accordance with good industry practice.

(c) The Contractor shall provide the Company or the Company Representative with daily reports in accordance with Annex E (Daily Progress Reports).

(d) The Contractor shall comply with all lawful instructions and notices issued in accordance with this Agreement and the Contractor shall be entitled to claim for a Variation in accordance with Clause 6 (Variations); however, if such performance:

(i) endangers the Contractor’s or the Company’s own craft, equipment and employees and/or
(ii) creates a threat to the environment, and/or
(iii) is physically impossible,

then, the Contractor shall be entitled to take steps that may be reasonable in the circumstances to avoid or mitigate such risks.
11. **Use of and Title to the Facility**

   (a) Title to the Facility shall not pass to the Contractor at any time.

   (b) The Company shall arrange and pay for any maintenance and working of the Facility and cautioning required and arrange and maintain safe access for the Contractor. The Contractor shall arrange and pay for any working or cautioning required in respect of the Contractor Group equipment during the services under this Agreement.

   (c) The Contractor, with the prior written approval of the Company, such approval not to be unreasonably withheld or delayed, may make reasonable use of Facility or Retaining Property machinery, gear, equipment, stores, stores and other fixtures and fittings during and for the purposes of the Services. Title of all items of Company property used by the Contractor shall be solely marked or clearly identified and shall be returned to the Company.

   (d) Any material provided by the Contractor and incorporated into the Facility during the performance of the services shall become the property of the Company upon delivery to the Marshal.
15. Suspension

(a) The Company shall have the right, by notice to the Contractor, to suspend the Services or any part thereof to the extent detailed in the notice, for any of the following reasons:

(i) subject only to Clause 15(d), in the event of default on the part of the Contractor; or

(ii) in the event that suspension is necessary for the proper execution or safety of the Services or persons or the environment; or

(iii) to suit the convenience of the Company.
15. Suspension

(a) The Company shall have the right, by notice to the Contractor, to suspend the Services or any part thereof for the period specified in the notice, for any of the following reasons:

(i) In order only in a novel COVID, in the event of default on the part of the Contractor or
(ii) In the event that suspension is necessary for the proper execution or delivery of the Services or portions of the Services as

(b) The Contractor shall have the right to suspend the Services or any part thereof in the event of non-payment by the Company in accordance with Clause 18(f)(ii).
16. Termination

(a) At the Company’s Convenience - The Company may terminate this Agreement at any time by giving the Contractor written notice of termination. Upon such termination, the Company shall pay the Contractor:

(b) For cause
6. Variations

Variations to the Services may be required in writing by either party. Written such variations are agreed on by the parties shall be incorporated and taken as part of the Services and shall be incorporated into the Agreement.

(c) Variation Orders shall describe the agreed changes to the Services, the increase or decrease, if any, in the Contract Price for the Services, and any changes to payment milestones, together with an agreement as to any extension or reduction in the time for completion of the Services, or any other alterations in this Agreement.
25. Dispute Resolution

(a) Any dispute between the parties in connection with or arising out of this Agreement or the Services shall be resolved in accordance with the procedure set out in this Clause, save that any disputed Variation Order requests shall be referred to an expert for Expert Adjudication in accordance with Clause 25(a)(vi) below.

(i) Performance of the Services under the Agreement shall continue during any dispute resolution process.

(ii) The expert shall receive all relevant correspondence and information from each party. The expert shall consider all the relevant information and shall prepare and provide a report to the parties. The report shall include a finding on the dispute and shall be signed by the expert. The report shall be submitted to the parties within 28 days of the commencement of the dispute resolution process.

(iii) Any party may appeal the decision of the expert within 14 days of receipt of the report. The appeal shall be made in writing and shall state the grounds for the appeal.

(iv) The appeal shall be heard by the Adjudicator, who shall consider the appeal in accordance with Appendix B to the Agreement.

(v) The decision of the Adjudicator shall be final and binding on the parties.

(vi) The costs of the dispute resolution process shall be borne by the parties in proportion to their respective responsibilities for the dispute.
"Debris" means the whole or any part of the Facility or Remaining Property that has become unintentionally separated from the original structure or lost overboard.
23. **Debris and Wreck Removal**

(a) The Contractor shall be responsible for and shall save, indemnify, defend and hold harmless the Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities for Debris removal, to the extent caused by the negligence of any member of the Contractor Group in so far as:

(i) the Debris is required to be removed in accordance with any lawful authority having jurisdiction over the location of the Debris; and/or

(ii) the Company may reasonably require if the Debris is interfering with the Company’s operations.

Notwithstanding the foregoing, the Contractor’s liability under this subclause 23(a) shall be limited to the amount stated in Box 18 (or if Box 18 is left blank, then USD 250,000) per occurrence and the Company will save, indemnify, defend and hold harmless the Contractor for sums in excess of this limitation per occurrence.