

Enclosure 3

DRAFT: Agreement regarding Helicopter Services in
Greenland 2010

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Amendment to: DRAFT: Agreement regarding Helicopter Services in Greenland 2010 regarding accepted reservations to the Draft.

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Appendices

- Appendix A: Contract Notice for “Helicopter Services in Greenland 2010” with Enclosures 1: Invitation to Tender, and Enclosure 2: Technical and Operational Specifications
- Appendix B: Service Providers reply: Quotation no. xxx-xxx [to be included]
- Appendix C: Contact details for GEUS
- Appendix D: Contact details for Service Provider

§ 1. The Parties

It is hereby agreed that

[to be completed with details of chosen Service Provider]
(Hereinafter "Service Provider")

and

GEOLOGICAL SURVEY OF DENMARK AND GREENLAND (GEUS)
Øster Voldgade 10
DK-1350 Copenhagen K
Denmark
Company registration No: 5514 5016
(Hereinafter "GEUS")

each a "Party" together the "Parties" hereby enter into an Agreement regarding provision of "Helicopter Services in Greenland 2010" as requested by GEUS on the following conditions.

§ 2. Background and Purpose of the Agreement and Documents of Agreement

The Geological Survey of Denmark and Greenland (GEUS) plans to carry out geological fieldwork in different areas of Greenland during 2010. The fieldwork will take place in remote areas where helicopters often will be the only practical means of transportation. To pursue its objectives with respect to fieldwork in Greenland GEUS wishes to procure helicopter services for a minimum of 215 flight hours.

The purpose of this Agreement is to specify the rendered services and the terms and conditions governing these and the payments to be made.

Being a Danish government agency the Geological Survey of Denmark and Greenland (GEUS) is subject to certain regulations with respect to public procurement of goods and services. This Agreement is the product of such procedures.

The following documents shall be deemed to form the agreement (hereinafter referred to as the "Agreement"): The provisions in the main body of the Agreement sections 1-17, the Amendment to draft as specified in the Table of Contents and the Appendices A-D as listed in the Table of Contents.

§ 3. Commencement and Duration

This Agreement shall be in force from signature by both Parties and remain in force until the agreed Services are performed unless the Agreement is terminated prior hereto according to the provisions hereon.

§ 4. The Services

Service Provider shall carry out helicopter services as described in Appendix A, Enclosure 2.

Service Provider must observe and comply with relevant legislation. It is Service Provider's responsibility to ensure that flight operations are carried out in accordance with the aviation authorities' requirements. The personnel of the Service Provider shall, whenever it is possible to do so responsibly under prevailing flight and weather conditions, carry out the tasks required of them by GEUS.

Service Provider's pilot(s) shall make a Daily Flight Report (DFR) for the flights, in which the time of flight in hours and minutes is given together with sling time, also in hours and minutes. The DFR must be signed by a representative from GEUS.

Service Provider has the operative and technical responsibility for the operation of the helicopter. Service Provider has the sole responsibility for loss or damage to the helicopter, equipment and spare parts and for injury to passengers, third party and goods according to aviation legislation.

GEUS and the pilot shall schedule the work in such a way as to ensure that the tasks are carried out. GEUS' representatives in Greenland (according to Contact details Appendix C) will administer the disposal of the helicopter during the period of charter in which the helicopter is for the exclusive use of GEUS. GEUS has the right during

the period of charter to subcharter or to lend the helicopter to any third party or to bring guests along in the helicopter. Such third parties or guests are subject to the same provisions according to this Agreement as GEUS representatives.

§ 5. Option for Additional Flight Hours and Ad Hoc Helicopter Services

Additional optional flight hours are available to GEUS as described in Appendix B. GEUS` representatives in Greenland, specified in Appendix C, are authorised to request such services. Such request must be met without undue delay.

If possible ad hoc helicopter services in other areas of Greenland must be arranged as described in Appendix B. GEUS` representatives in Greenland, specified in Appendix C, are authorised to request such services.

§ 6. Subcontractors

All use of subcontractor(s) is Service Provider`s full responsibility. Any use or change of subcontractor(s) considered necessary during the period of charter must be informed to and accepted by GEUS` representatives in Greenland, cf. Appendix C.

§ 7. Assignment

Neither Party may assign rights or obligations according to the Agreement to any third party without prior written consent from the other Party.

Notwithstanding anything to the contrary GEUS, however, is entitled to assign, sublet or transfer any or all of its rights and/or obligations under the Agreement at any time to an entity under its control. GEUS will in such case give notice in writing to Service Provider.

§ 8. Liability

The Parties are liable according to Danish Law. However, neither Party shall be liable to the other for any indirect loss or consequential damages (such as but not limited to: loss of business, profit, use or production) arising from the performance or non-performance of this Agreement unless explicitly provided.

Further the liability for GEUS shall in no case exceed the sum of DKK 100.000 per incident and per calendar year and under no circumstances exceed the contracted sum.

For further limitation of liability is referred to the clause on Force Majeure.

§ 9. Confidentiality

Service Provider, its agents and crew shall not divulge to anyone any information concerning actual or contemplated operations of GEUS, nor shall they disclose to anyone information with regard to GEUS' methods, progress, or results.

Further Service Provider will ensure that its agents and crew shall not make use of the information obtained from this work other than necessary to transmit the same to GEUS.

§ 10. Terms of Payment

Service Provider shall forward invoices to GEUS in order for GEUS to pay. Invoices must include duly signed Daily Flight Reports (DFR's) and be specified "Helicopter Services in Greenland, GEUS J.nr. 0413-00203". Invoices should be sent to the attention of Department of Petrology and Economic Geology. Service Provider is entitled to forward invoice to GEUS after delivery of the Services in each of the specified areas or projects, cf. Appendix A, Enclosure 1, paragraph 2. Invoices must include EAN number 5798000866003 and clear reference to the area in question. Any and all invoices must be received by GEUS no later than 15 November 2010. Claims which are not invoiced accordingly cannot expect to be paid. Upon receipt of invoices GEUS shall pay within 30 days. All payments are in DKK.

§ 11. Major Helicopter Breakdown

Service Provider is expected to provide a replacement helicopter of similar capacity in case of longer-lasting breakdowns due to technical problems.

Should the helicopter suffer a loss, in part or total, or in any way not be operational during the period of charter the commitment of flight hours will be reduced each day by 5 hours.

Within standstill is also reckoned the time

- when illness, shift or failure of the pilot(s) to appear hinder flying
- when flying is hindered due to lack of equipment etc. that the Service Provider is responsible for
- when extraordinary services/check-up hinder flying.

As standstill is reckoned the time when the helicopter is not available to GEUS from 11.00 hrs local time.

§ 12. Insurance

Service Provider must take out and pay for all relevant and sufficient insurances.

§ 13. Force Majeure

Neither Party shall be responsible to the other Party for failure to fulfil any of its obligations when due to Force Majeure. Force Majeure is defined as an occurrence or circumstances of whatever nature (including but not limited to acts of God, war, revolution, civil unrest, sabotage, terrorism or vandalism, legislative or administrative intervention, strikes, lockouts, boycotts and picketing, regardless of whether the Party is itself party to such) affecting the rights and obligations of a Party and beyond the control of and not due to the fault, omission or negligence of the Party affected and which said Party could not reasonably have foreseen or provided against by exercising reasonable diligence and/or by applying reasonable additional resources.

Where a delay occurs or is anticipated due to Force Majeure, the Party affected shall promptly notify the other Party and give full details of cause and estimated duration of the delay and shall endeavour to remedy the delay with all reasonable dispatch. Upon cessation of Force Majeure, the Party affected shall promptly resume its obligations and keep the other Party updated on the progress made in such efforts unless otherwise agreed or authorised below.

It is foreseen that the weather conditions in the areas where the helicopter services are requested may be extremely difficult. Even so – these circumstances may be treated as Force Majeure and thus subject to the above non-responsibility provisions. However, in order to up-hold the non-responsibility, the Parties shall discuss in good faith the possibilities of a change in the programmed Services affected by the Force Majeure event. GEUS may yet at its discretion stating its reasons in writing after such discussion decide on a discontinuance of the Services.

§ 14. Breach of Agreement/Termination

In the event of substantial breach of the Agreement the non-breaching Party shall be entitled to terminate the Agreement with or without a notice discretionally determined by the non-breaching Party.

§ 15. Miscellaneous

Articles which survive termination of the Agreement: The provisions of Articles 9 and 16 shall survive this Agreement.

Changes: Amendments or changes to this Agreement shall be valid only if made in writing and signed by an authorised signatory of each of the Parties. Notwithstanding anything to the contrary each Party may up-date their respective Appendix regarding that Party's contact details giving reasonable notice for the other Party to implement changes. 14 days is always considered reasonable notice.

Entire Agreement: This Agreement constitutes the entire Agreement between the Parties in respect of the agreed Services.

Interpretation: In the event of an inconsistency between the main body of this Agreement and the Amendment and any Appendix the provisions of the main body of the Agreement and the Amendment shall prevail. In the event of an inconsistency between Appendices A and B the provisions of Appendix A shall prevail.

Notices: to be given according to this Agreement must be given as stipulated in the respective Appendices regarding contact details.

§ 16. Governing Law and Venue

This Agreement and the performance of the Services shall be governed by and construed in accordance with the laws of the Kingdom of Denmark excluding rules of choice of law referring the subject matter to other jurisdictions.

Any dispute arising out of or in connection with the Agreement shall be amicably settled, if possible. Disputes which cannot be amicably settled between the Parties shall be finally settled by the ordinary courts of the Kingdom of Denmark.

§ 17. Signature

This Agreement is drafted, printed and signed in two copies – one for each Party. The Parties hereto accept the terms and conditions contained herein, and agree to be bound by them.

For and on behalf of GEUS:
Date:
Name:
Title: Head of Department

For and on behalf of Service Provider
Date:
Name:
Title:

Signature_____

Signature_____

Amendment to:

DRAFT: Agreement regarding Helicopter Services in Greenland 2010 – regarding accepted reservations to the Draft.

[to be completed by the accepted reservations to the Draft – if any – as described in Invitation to Tender, section 6.1 and as published 18 January 2010]

Signatures:

For and on behalf of GEUS:

Date:

Name:

Title: Head of Department

Signature _____

For and on behalf of Service Provider

Date:

Name:

Title:

Signature _____