Master License Agreement
AGREEMENT FOR THE LICENSE OF INP DATA

BETWEEN

INSTITUTO NACIONAL DE PETRÓLEO

AND

[Insert Licensee name]
# TABLE OF CONTENTS

INTRODUCTION

1. DEFINITIONS AND INTERPRETATION .................................................. 5
2. NATURE OF THE AGREEMENT .......................................................... 7
3. DATA OWNERSHIP AND LICENSE ..................................................... 7
4. DATA DELIVERY AND ACCEPTANCE................................................... 7
5. PRICE AND PAYMENT CONDITIONS.................................................. 8
6. ASSIGNMENT .................................................................................. 8
7. RESTRICTIONS ON THE USE OF DATA ............................................. 9
8. TERM AND TERMINATION.................................................................. 12
9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS...... 13
10. ANTI CORRUPTION AND LAW ABIDANCE........................................ 14
11. WARRANTIES AND INDEMNITIES...................................................... 15
12. GOVERNING LAW AND DISPUTE RESOLUTION ............................ 16
13. FORCE MAJEURE ........................................................................... 17
14. NOTICES ....................................................................................... 18
15. ENTIRE CONTRACT.......................................................................... 19
16. COUNTERPART EXECUTION ............................................................ 19
INTRODUCTION

This Agreement for the License of INP Data Packages (“Master License”) for the use of INP Data and reports is made and entered into with effect from and including its date of signature, by and between:

Instituto Nacional de Petróleo for and on behalf of the Republic of Mozambique, having its registered address at Prédio Montepio, Avenida Fernão de Magalhães 34, 1st floor, P.O. box 4724 Maputo, Mozambique, hereinafter referred to as “INP”;

and

[INSERT LICENSEE’S COMPANY NAME], with its registered address at [INSERT REGISTERED BUSINESS ADDRESS], hereinafter referred to as “Licensee”.

INP and Licensee are collectively referred to herein as the “Parties” and individually as “Party”.


1. DEFINITIONS AND INTERPRETATION

1.1 The following terms shall have the following meaning:

“Acquiring Entity” shall have the meaning ascribed to it in Clause 6.02.

“Affiliated Company” shall mean a company or corporation:

a) which owns or holds, directly or indirectly, Ownership or Control of the Party in question;

b) to which a Party holds, directly or indirectly, Ownership or Control; or

c) in which Ownership or Control is held, directly or indirectly, by a company or corporation which also holds the Ownership or Control of a Party.

With respect to Licensee, only entities which fulfil the above requirements at the time of execution of this Master License shall be considered Affiliated Companies.

“Agreement” shall mean this Master License and its Appendices, Supplements and Licenses, as amended from time to time.

“Control” shall mean the ability to control or determine the management of the entity in question by the right to exercise at a general meeting, directly or indirectly, the vote of more than fifty percent (50%) of the voting securities in issue from time to time of such entity.

“Data” shall mean proprietary geotechnical information, including seismic data, well data and reports, regardless of the form or medium on which it is displayed or stored, and which INP either owns or for which it has the right to grant Licenses.

“Derivatives” shall, unless specified otherwise in a Supplement, mean any product derived, generated or created from the Data, including but not limited to, any and all processed and reprocessed Data, regardless of the form or medium on which it is displayed or stored and who has performed, or contributed in, the activities which have created such Derivatives. Derivatives do not include Licensee Interpretations.

“Exploration and Production Concession Contract” shall mean a concession contract awarded by the Government of Mozambique for the right to carry out exploration and production activities in a particular area.

“Force Majeure” shall mean an occurrence beyond the reasonable control of the Party affected, provided that such Party could not reasonably have foreseen such
occurrence at the time of entering into the Agreement or the Supplement affected, and could not reasonably have avoided or overcome it or its consequences. Adverse weather conditions and/or shortage of labour, materials, equipment (or the breakdown of equipment) or supplies (unless themselves caused by a Force Majeure occurrence) and/or lack of funds shall not constitute Force Majeure.

“INP” shall mean Instituto Nacional de Petróleo, acting for and on behalf of the government of the Republic of Mozambique.

“License” shall mean a non-exclusive license to use specified Data, acquired pursuant to this Master License.

"License Fee" shall mean the cost of the License as specified in the Supplement.

“Licensee” shall mean [insert full name of Licensee]

“Licensee Interpretations” shall mean any analyses, reports, notes, summaries, compilations or other information created by or on behalf of Licensee or its Affiliated Companies, regardless of their form or the medium on which they are stored, printed or displayed, that are based upon space and time location of the Data but do not directly incorporate actual Data values or magnitudes or contain the underlying Data.

“Ownership” shall mean, directly or indirectly, in case of a corporation or other entity which issues voting securities, at least fifty percent (50 %) (or such lesser percentage which results in actual, de facto control) of the outstanding common stock or other voting securities and, in the case of a partnership, trust or other entity, the same percentage of the interest in the profits thereof.

“Supplement” shall mean a supplemental agreement to this Master License, in substantially the form as provided in Appendix A.

"Transfer Fee" shall mean the fee specified in each Supplement, which is payable from Licensee to INP in the event of an assignment pursuant to Clause 6.
1.2 In the event of any conflict between this Master License and a Supplement, the former shall prevail, unless otherwise explicitly provided in such Supplement. A provision set forth in a Supplement shall, however, not prevail in the event it changes the rights and obligations of the Parties pursuant to this Master License, unless signed by each Party’s duly authorized representative. The right to accept such provisions may not be assigned by INP pursuant to Clause 6.

2. NATURE OF THE AGREEMENT

2.1 Pursuant to this Master License, Licensee shall have the right to request INP, or its nominated representative, in writing from time to time delivery of non-exclusive Licenses. A License shall be granted in accordance with the provisions of this Agreement.

3. DATA OWNERSHIP AND LICENSE

3.1 The Data and information delivered hereunder are proprietary to the Government of the Republic of Mozambique, and INP possesses and warrants the full authority and qualification to carry out its rights and obligations under this Master License, including without limitation the right to issue Licenses to third parties.

4. DATA DELIVERY AND ACCEPTANCE

4.1 Upon receipt of a request from Licensee to acquire a License, INP, or its appointed representative, shall submit a Supplement specifying the details of the requested Data. A statement of the License Fee shall accompany each Supplement. Each Supplement shall, as a minimum, include:

- Data package name and location
- Description of the Data
- Data delivery details
- License Fee
- Details for invoicing and payment

4.2 Licensee shall sign the Supplement and return it to INP forthwith, and no later than thirty (30) days after its receipt of the Supplement.

4.3 Upon receipt of both the signed Supplement and payment of the License Fee in accordance with Clause 5, INP shall send a copy of the Data covered by the License to the address specified in Article 14, unless otherwise specified in the Supplement. The Data delivered shall be accompanied by a License stating that Licensee is entitled to use the relevant Data pursuant to this Master License, and a delivery form listing all the Data included in such License.

4.4 After dispatching Data INP shall send an email notification to Licensee that the Data has been dispatched, including the courier AWB No. if applicable.

4.5 Licensee shall inspect the delivered material without undue delay and shall without undue delay notify INP in writing of any deficiencies. Provided that INP has not
received a notice stating a deficiency within twenty one (21) days after receipt, Licensee shall be deemed to have accepted the Data delivered.

4.6 In the event that INP has been notified of deficiencies in accordance with Clause 4.5, and INP reasonably agrees that they are in fact deficiencies, and such deficiencies are reasonably remediable, INP shall as soon as possible remedy such deficiencies. INP shall make available to Licensee, new copies of the parts of the Data that contained a deficiency free of charge. Such redelivery shall be Licensee’s sole remedy in the event of a deficiency in the delivery.

5. PRICE AND PAYMENT CONDITIONS

5.1 The License Fee shall be agreed between the Parties individually for each License and shall be further specified in the invoice accompanying the Supplement. Subject to Clause 5.3, the agreed License Fee shall include applicable charges for copying, handling, reproducing, splicing, shipping, insurance, taxes, duties and other costs.

5.2 The License Fee shall be paid by Licensee to INP, and/or its nominated representative, in accordance with the invoice within thirty (30) days after the date said invoice is received by Licensee. All payments shall be made in United States Dollars to the location indicated in each Supplement and invoice. The full License Fee will be payable by Licensee and shall not be withheld, except for withholding instructed by Mozambican authorities. Invoices not paid within thirty (30) days shall be subject to an interest charge of one point five percent (1.5 %) per month.

5.3 In the event any sales, gross receipts, value added tax, goods and services tax, use or similar tax is levied or assessed against INP, or its nominated representative, as a consequence of INP licensing Data to Licensee, such taxes shall be for the sole account of Licensee, and Licensee agrees that it shall promptly reimburse INP in full for any taxes so paid by INP, or its nominated representative, upon receipt by Licensee of an invoice from INP.

6. ASSIGNMENT

6.1 Licensee may not assign, or in any other way dispose of, its rights or obligations under this Agreement, except as expressly authorized by this Master License, without the prior written consent of INP. Such consent may be subject to Licensee’s payment of the Transfer Fee. If no Transfer Fee is specified in a Supplement, INP shall inform the Licensee of the fee to be paid.

Except as otherwise provided herein, INP may, temporarily or permanently, assign any or all of its rights and obligations hereunder to a third party, upon written notice to Licensee. Such assignment may be made for one or more particular Supplement(s) or the Master License as such.

6.2 Any event causing the Ownership or Control of Licensee to materially change shall be deemed an assignment, unless the legal entity causing the change of Control or Ownership (the “Acquiring Entity”) or any of its Affiliated Companies is not, prior to such event, in the business of exploring for, developing or producing hydrocarbons or acquiring, licensing, brokering or otherwise dealing with data.
Provided that the change of Ownership or Control is deemed an assignment pursuant to the above paragraph, this Agreement shall terminate automatically unless INP has given prior written consent to the assignment. INP may give its consent subject to Licensee’s payment of the Transfer Fee. If no Transfer Fee is specified in the Supplement(s), INP shall inform the Licensee of the fee to be paid. In the event that the Acquiring Entity elects not to have a License transferred to it, such License shall terminate, and article 8.4 shall apply accordingly.

6.3 It shall be considered an assignment if Licensee acquires substantially all the assets or shares or voting securities in, or merges with, any third party and such third party is, prior to such acquisition, in the business of exploring for, developing or producing hydrocarbons or acquiring, licensing, brokering or otherwise dealing with geophysical data.

In such event this Agreement shall terminate automatically unless Licensee pays the Transfer Fee. If no Transfer Fee is specified in the Supplement(s), INP shall inform the Licensee of the fee to be paid. In the event that Licensee does not pay the Transfer Fee with respect to a License, such License shall terminate, and article 8.4 shall apply accordingly.

6.4 Licensee shall as soon as reasonably possible after it has become or should have become aware of any of the events listed in Clauses 6.2 - 6.3 notify INP of such event.

7. RESTRICTIONS ON THE USE OF DATA

7.1 Licensee may use the Data acquired pursuant to this Agreement, and Derivatives, for its internal purposes only, on a non-transferable, non-exclusive basis. Licensee shall not without INP’s prior written consent have the right to show, disclose or otherwise allow access to the Data or Derivatives to anyone except as specifically provided in this Clause 7 and Clause 9.3. Copies of any confidentiality agreements between Licensee and third parties as required by the terms of this Agreement shall be provided to INP upon written request.

7.2 Affiliated Companies shall have the same right of usage of the Data and Derivatives, as Licensee, provided that such Affiliated Company shall be bound by the terms, and be subject to the rights, of this Agreement to the same extent as Licensee and further provided that such Affiliated Company do not competitively bid against Licensee for any licenses of any kind, or other assets located within the same geographical area covered by such Data. In the event that an Affiliated Company ceases to exist or no longer meets the definition of an Affiliated Company, the Data and Derivatives shall automatically revert to Licensee. Should Licensee no longer exist, the Data and Derivatives shall revert to INP.

7.3 In the event that any of Licensee’s Affiliated Company ceases to be an Affiliated Company, or commences competitively bidding against Licensee as described in Clause 7.2, such company’s right to use, and retain copies of, the Data and Derivatives pursuant to this Clause 7 shall automatically terminate. In such event all copies of Data and Derivatives in the custody of such former Affiliated Company shall be destroyed or delivered to Licensee. INP may require that Licensee provides written confirmation that all Data and Derivatives has been so delivered or destroyed.
7.4 Subject to restrictions set out in this Agreement, including without limitation the obligation to keep the Data and Derivatives confidential, Licensee may show but not give the Data, or Derivatives:

7.4.1 to the extent it is required by applicable law or by the rules or regulations of any recognized stock exchange on which the shares of the Licensee or any of its Affiliated Companies are listed;

7.4.2 if it is required for the purpose of any arbitration or legal proceedings or claim relating to this Agreement;

7.4.3 to a bona fide intending assignee of any part of a participating interest Licensee has been granted pursuant to an Exploration and Production Concession Contract by the Government of Mozambique, provided that such intending assignee has been informed of the provisions of Clause 7.7;

7.4.4 to a bona fide prospective partner to an Exploration and Production Concession Contract which Licensee is a partner in or considering to apply for, provided that such prospective partner has been informed of the provisions of Clause 7.7.

7.4.5 to a bona fide prospective Acquiring Entity of Licensee, provided that such Acquiring Entity has been informed of the provisions of Clause 6.

7.5 Any third party to whom Licensee may show the Data and Derivatives pursuant to Clause 7.4 shall by signing a confidentiality agreement acknowledge in writing to Licensee that Licensee has advised such third party in advance of the restricted use of the Data as provided in this Agreement and that such third party agrees to observe all restrictions applicable under this Agreement.

7.6 No third party other than Licensee’s Affiliated Companies, shall be allowed to retain copies of the Data, Derivatives or information relating thereto, save for the following:

7.6.1 Outside Service Providers

A. Consultants

The Data and Derivatives may be made available to Licensee’s consultant for the sole use and benefit of Licensee provided the consultant signs a confidentiality undertaking at least as stringent as the terms contained herein in advance of the restricted use of the Data or Derivatives. Upon completion of the work for which consultant has been engaged or termination of this Agreement and/or applicable Supplement(s), whichever shall sooner occur, the consultant shall immediately destroy or return to Licensee all copies of the Data and Derivatives.

B. Processors

The Data may be made available to Licensee’s processors for the purpose of creating Derivatives for the sole use and benefit of Licensee provided the processor signs a confidentiality undertaking at least as stringent as the terms contained herein in advance of the restricted use of the Data and immediately returns the Data and Derivatives to Licensee upon the completion of the work for which the processor has been engaged or termination of this Agreement and/or applicable Supplement(s), whichever shall sooner occur.
All Derivatives shall be marked as provided in Clause 9.2 above to identify it as containing Data proprietary to INP.

C. Storage Contractors
The Data and Derivatives may be delivered to the custody of Licensee’s storage contractor for the sole use and benefit of Licensee provided the Storage Contractor (i) signs a confidentiality undertaking at least as stringent as the terms contained herein prior to the delivery of any Data; (ii) makes such Data and Derivatives available only to Licensee or Licensee’s Affiliates as authorized by INP as provided herein; and (iii) immediately returns all copies of the Data and Derivatives to Licensee upon completion of the service engagement with Licensee or termination of this Agreement and/or applicable Supplement(s), whichever shall sooner occur.

7.7 In the event that Licensee becomes a partner in, or operator of, an Exploration and Production Concession Contract that covers an area covered by a License, Licensee shall endeavour to have the other partners thereto acquire a license to the Data covering such area (unless they already have a license to such Data). Such partner(s) shall pay the then-current License Fee for such Data. In the event Licensee is the operator of the Exploration and Production Concession Contract and any of the partners elects not to acquire a license to the relevant Data, the License to such Data shall terminate, and article 8.4 shall apply accordingly.

This Clause 7.7 shall apply accordingly in the event Licensee assigns or otherwise transfers any part of a participating interest in an Exploration and Production Concession Contract to a third party, however, the fee to be paid shall be the Transfer Fee detailed in each Supplement or as specified by INP.

7.8 In the event of breach of the provisions of this Clause 7, INP may require that Licensee pays the then-current License Fee for each License to which a breach pertains. Each entity that has obtained, seen or retained Data or Derivatives by breach of this Clause 7 shall constitute a separate breach.

INP may utilize its right set out in this Clause 7.8 at its sole discretion and regardless of fault on the part of Licensee and irrespective of whether INP utilizes its right to terminate pursuant to Clause 8.

7.9 Licensee shall as soon as reasonably possible after it has become or should have become aware of any of the events listed in Clauses 7.7 to 7.9 notify INP of such event.
8. TERM AND TERMINATION

8.1 This Master License and any License hereunder shall be effective from their dates of signature and shall continue in effect until terminated in accordance with the following provisions of this Article 8.

8.2 This Agreement shall terminate immediately in the following situations:

8.2.1 In accordance with Clause 6.2; or

8.2.2 If Licensee voluntarily files a petition in bankruptcy or assigns, voluntarily or involuntarily, its assets for the benefit of its creditors or if proceedings are commenced against or by Licensee under any bankruptcy, insolvency or similar event; or

8.2.3 If Licensee commits a breach relating to the provisions of this Agreement relating to the use, showing, disclosure, assignment or other disposition of the Data or Derivatives, and Licensee does not within thirty (30) days following notice receipt of such breach from INP pay to INP the then-current full License Fee for each person or entity to whom it has showed, disclosed, assigned or in any other way disposed of the Data or Derivatives; or

8.2.4 If Licensee fails to make any payment for Data or Derivatives as set forth in this Master License or applicable Supplement and subsequently fails to remedy such breach within fourteen (14) days following the date of written notice from INP, or

8.2.5 If Licensee fails to comply with any other provision of this Agreement than mentioned in items 8.2.3 or 8.2.4 above, and subsequently fails to remedy such breach to the satisfaction of INP within thirty (30) days.

8.3 A License shall terminate:

8.3.1 in accordance with Clause 7.7;

8.3.2 in accordance with Clause 6.2; and

8.3.3 in accordance with Clause 6.3.

8.4 Effects of Termination

8.4.1 Upon termination of this Agreement or a License, regardless of the cause, Licensee shall return all Data and, subject to the below, any Derivatives relative to this Agreement (or the License if only a License is terminated) to INP within thirty (30) days, unless INP instructs that any of such is, instead, destroyed.

With respect to Derivatives, Licensee shall endeavour to have any such Derivatives returned to INP, but may, if such Derivatives are protected by third party intellectual property rights that prevents such return to INP, choose to destroy or have destroyed such Derivatives within thirty (30) days. Licensee shall furnish INP with an overview of any such Derivatives and consult with INP in due time before any Derivatives are destroyed.

With respect to any Data or Derivatives stored on computer media, the Parties acknowledge that additional time may be required to destroy or delete such
Data or Derivatives, allowing for the required computer back-up cycle to be completed.

Licensee shall certify in a manner satisfactory to INP that all Data and Derivatives have been returned or destroyed.

The Parties hereby agree that Licensee Interpretations shall not be affected, returned, or destroyed and shall remain the property of Licensee.

8.4.2 Notwithstanding the preceding paragraph, it is understood that Licensee's computer systems may be periodically backed up creating copies of all information resident in these systems. To the extent Licensee’s computer back-up procedures create a copy which includes Data and Derivatives, Licensee may retain such copy for the period it normally archives back-up computer records or six (6) weeks, whichever occurs first.

Any time Licensee uses such archive (back-up) tapes for restoring its systems, the respective Data and Derivatives governed under such terminated licenses must immediately be deleted from both the archive media and the restored system.

Within five (5) days of deletion of all Data and Derivatives from Licensee’s computer back-up archives, Licensee shall provide INP written certification, executed by an officer of Licensee, that all copies of the Data and Derivatives previously retained by Licensee in its back-up computer archives, have been deleted from Licensee’s archive systems.

8.4.3 For a period of twelve (12) months from the termination of this Agreement or a License, and if applicable twelve (12) months from the removal of all Data and Derivatives from Licensee computer backups, all in accordance with this Clause 8.4, INP shall have the right upon reasonable notice and at reasonable times during normal working hours to audit Licensee's (including Affiliated Companies’) premises, systems and storage sites to verify that all of the affected Data and Derivatives have been returned or destroyed.

8.4.4 Any continuing obligations of this Agreement, such as the obligation to keep this Agreement and the Data and Derivatives confidential, shall survive termination.

9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

9.1 Licensee acknowledges that all property and intellectual property rights to the Data and Derivatives shall vest in the Government of the Republic of Mozambique, and Licensee agrees to protect and keep the said confidential during the term of the Agreement and thereafter.

9.2 Licensee can make copies of any Data for the sole purpose of using such copies pursuant to the rights granted herein; provided that all such copies shall at all times bear a notice indicating that INP is the owner of the data. The notice may be a copy of the original notice provided by INP or may be in the following form:

"WARNING: This Data is owned by and a trade secret of the Government of the Republic of Mozambique. All rights reserved. The use of this data is restricted to companies having a valid license for this data with the Instituto Nacional de Petróleo."
The data may be used, disclosed or transferred only as expressly authorized in the data use license agreements. Unauthorized disclosure, use, reproduction, reprocessing, or transfer of this data to or by a third party is strictly prohibited.

9.3 Each Party agrees that this Agreement and the terms hereof and thereof, and all Data and Derivatives, are confidential and may not be disclosed to any individual or entity without the other Party’s prior written consent, except that this Agreement and the Data and Derivatives may be disclosed:

9.3.1 to INP’s and Licensee’s directors, officers or employees as required in the performance of their duties;

9.3.2 as required by law or regulatory or judicial order;

9.3.3 to outside auditors and counsel to the extent necessary to perform their duties to the Licensee;

9.3.4 to any bank or other financial institution or entity funding or proposing to fund the Licensee’s activities pursuant to any Exploration and Production Concession Contract, including any consultant retained by such bank or other financial institution or entity; or

9.3.5 pursuant to and in accordance with the provisions of clauses 6 and 7 above, and otherwise in accordance with this Agreement.

9.4 Prior to disclosure Licensee shall ensure that all of its directors, officers or employees who have access to the Data and Derivatives as well as any individual or legal person listed in Clauses 9.3.3 and 9.3.4 above, are informed of and agree to comply with the obligation to keep such Data and Derivatives in strict confidentiality by signing a confidentiality agreement which ensures that the Data and Derivatives are not used in any other way than as explicitly permitted by this Master License. Licensee shall enforce such obligation at its own expense.

9.5 Each Party shall keep confidential any information it obtains knowledge to regarding the other Party or any of its Affiliated Companies’ internal affairs, working practices, "know-how" and other sensitive information.

10. ANTI CORRUPTION AND LAW ABIDANCE

10.1 No person acting directly or indirectly on behalf of a Party has requested, accepted, proposed, given or paid and shall not request, accept, propose, give or pay, directly or indirectly:

10.1.1 any commissions, fees, or rebates to any officer, employee or agent of the other Party;

10.1.2 gifts or entertainment of any significant cost or value to the other Party or its Affiliated Companies; or

10.1.3 any business arrangements with employees or officers of the other Party.

The Parties shall notify each other promptly of any violation of this Clause 10.1. Each Party may audit the other’s record relating to this Agreement in the event that such Party reasonably suspects that there has not been compliance with this Clause 10.1.
10.2 Neither Licensee nor its Affiliated Companies, nor any person acting on directly or indirectly on behalf of any of the said, shall make, directly or indirectly, any offer, payment, gift, promise to pay or authorize any payment of money or anything of value, directly or indirectly, to or for the use or benefit of any official or employee of any Mozambican governmental entity or instrumentality thereof, including any employee of a state-owned company such as INP or a national oil and gas company, or to or for the use or benefit of any political party, official or candidate unless such offer, payment, gift, promise or authorization is lawful under the written laws and regulations of Mozambique.

INP may audit Licensee’s record relating to this Agreement in the event that INP reasonably suspects that there has not been compliance with this Clause 10.2.

10.3 Both Parties agree that it and all its officers, employees and agents will comply fully with all applicable laws, statutes and regulations, including without limitation laws etc. relating to anti-corruption and anti-bribery, and to conduct itself in keeping with high ethical standards.

11. **WARRANTIES AND INDEMNITIES**

11.1 The Data delivered hereunder are, to the best of the knowledge, information and belief of INP, accurately prepared in accordance with accepted practice of the geotechnical profession at the time of creation, but INP makes no representation or warranty of any kind or description in respect thereto and such Data will be delivered hereunder according to the Agreement, with the understanding that any action Licensee and its Affiliated Companies may take based thereon shall be at its own responsibility.

11.2 INP will protect, defend and hold Licensee harmless from and against any and all claims, demands, liability, suits, and judgments which may be made or established against Licensee by any third party or employee of INP arising out of or related to INP's ownership of the Data and Derivatives or the conduct by INP of its operations in acquiring and processing the Data pursuant hereto, provided Licensee notifies INP promptly in writing of any such claim against it and gives INP authority, information and assistance (at INP's expense) for the defence or assistance in defence of such proceeding. Licensee may be represented by its own counsel (at Licensee’s expense), and may participate in proceedings to which it and INP are defendants without compromising this indemnity.

11.3 INP represents that all Data and information subject hereto has been obtained under proper consents from the holder of patents and trade secrets, if any, concerning any of the instruments, equipment, methods and procedures used in acquiring such Data and information. INP hereby protects, indemnifies and holds Licensee harmless from and against any claim, demand, liability, damages and judgments resulting from any alleged infringement of patents or trade secrets arising out of the use by INP of such instruments, equipment, methods or procedures.

11.4 INP makes no representation that oil and gas reconnaissance permits, Technical Evaluation Agreements or Exploration and Production Concession Contracts will be granted, or other exploration activity will be authorised for areas covered by the Data and/or Derivatives by any individual, corporation, government entity or other third
party and any implied warranty or representation to that effect is hereby expressly negated.

11.5 INP shall in no event be liable to Licensee or any other parties for any indirect or consequential damages resulting from or arising out of this Agreement or the use by Licensee or any other parties of the Data and/or Derivatives, including, without limitation, loss of profit or business interruption, however the same may be caused.

11.6 Save and except for claims arising out of a breach of INP’s representations in Clause 11.2 and 11.3, Licensee’s sole and exclusive remedy for any claim hereunder shall be limited to repayment of the License Fee by INP in exchange for return of the Data and Derivatives by Licensee.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement shall be governed by the laws of the Republic of Mozambique.

12.2 A dispute shall be resolved, if possible, by negotiation between the Parties. A notice of the existence of a dispute shall be given by a Party to another in accordance with the provisions of Clause 14. In the event that no agreement is reached within thirty (30) days after the date of such notice, or such longer period that is agreed between the Parties, either Party shall have the right to have such dispute determined by arbitration as provided in this Clause 12.

12.3 Arbitration shall be the exclusive method of determining a dispute under this Agreement. The arbitration award shall be kept confidential for a period of ten (10) years after the effective date of the arbitration award.

12.4 All disputes referred to arbitration shall be finally settled under the then-current UNCITRAL Arbitration Rules.

12.5 The seat of the arbitration shall be Geneva, Switzerland, the law of the merits of the arbitration shall be Mozambican law and the law governing the arbitration agreement shall be Swiss law. The arbitration shall be conducted in the English language.

12.6 The award by an arbitrator or arbitrators shall be final and binding on all Parties.

12.7 The arbitral panel shall be composed of three (3) arbitrators to be appointed in accordance with the UNCITRAL Rules; provided that, upon mutual agreement of both Parties, the arbitration may be conducted by a sole arbitrator under the UNCITRAL Rules. Unless both Parties have agreed that the dispute shall be settled by a sole arbitrator, the claimant Party shall nominate in the notice of arbitration, and the respondent Party shall nominate within thirty (30) days of such notice, one (1) arbitrator pursuant to the UNCITRAL Rules. The arbitrators so nominated shall agree on a third arbitrator, who shall act as chairman of the arbitral tribunal, within a period of not more than thirty (30) days from the date on which the two arbitrators have been appointed. If either Party fails to nominate an arbitrator as provided above, or if the arbitrators nominated by the Parties fail to agree on a third arbitrator within the period specified above, then the Secretary-General of the Permanent Court of Arbitration of the Hague upon request of either Party shall make such appointments as necessary in
accordance with the UNCITRAL Rules. If both Parties have agreed that the dispute shall be settled by a sole arbitrator, the sole arbitrator shall be nominated by agreement between them; provided that, if the Parties are unable to agree on a nominee for sole arbitrator within thirty (30) days from the date when the notice of arbitration was given to the respondent Party, then the Secretary-General of the Permanent Court of Arbitration upon request of either Party shall appoint the sole arbitrator in accordance with the UNCITRAL Rules.

12.8 Insofar as practicable, the Parties shall continue to implement the terms of this Agreement notwithstanding the initiation of arbitral proceedings and any pending disputes.

12.9 The provisions set out in this Clause 12 shall continue after the termination of this Agreement where notice of the existence of a dispute was given prior to termination.

12.10 An award or a decision, including an interim award or decision, in arbitral proceedings pursuant to this Clause 12 shall be binding on the Parties and judgment thereon may be entered in any court having jurisdiction for that purpose. Each of the Parties hereby irrevocably waives any defences based upon sovereign immunity and waives any claim to immunity:

12.10.1 in respect of proceedings to enforce any such award or decision including, without limitation, immunity from service of process and from the jurisdiction of any court; and

12.10.2 in respect of immunity from the execution of any such award or decision against the property of the Republic of Mozambique held for a commercial purpose.

12.11 The Parties hereby agree not to exercise any right to institute proceedings under any other jurisdiction than Swiss law to set aside any interim or final arbitral award made pursuant to this Clause 12.

13. FORCE MAJEURE

13.1 In the event that either Party is prevented from performing any of its obligations under this Agreement by Force Majeure, that Party's obligations shall be suspended during the period of such Force Majeure. Each Party shall use reasonable endeavours to avoid, circumvent and overcome the circumstances of Force Majeure.

13.2 The Party affected by a Force Majeure event shall give the other Party written notice thereof as soon as possible, but no later than five (5) days after having been so affected or after becoming aware that it may be so affected. Such notice shall contain full particulars of the Force Majeure event, together with that Party’s best estimate as to the likely duration thereof. The failure to give any such notice shall preclude such Party from claiming Force Majeure.

13.3 If due to the event of Force Majeure one of the Parties fails to perform its obligations over a period of 60 days since the date of its occurrence, the Parties shall negotiate within one week after the sixty (60) day period of non-performance in order to determine the course of action to be taken with a view to remedying the situation. If the
Parties cannot reach agreement on the action to be taken either Party shall be entitled to terminate this Agreement.

13.4 The affected Party shall notify the other Party of the cessation of the Force Majeure event within a period of no more than 5 (five) days after such cessation.

14. NOTICES

14.1 All notices and other communications provided for in this Agreement hereunder shall be in writing. Wherever practicable, all such notices will be given by facsimile. Where this is not practicable, notices may be delivered by hand to an authorised representative of the Party to whom directed or shall be sent by registered airmail or (postage and charges prepaid) to the Parties at the following addresses, quoting the relevant Agreement number.

14.2 Any notice or notices required by the terms of this Agreement to be given by Licensee and INP shall be addressed as follows:

**Licensee:**
Licensee’s name
Address
Address
Address
Fax no.

**INP:**
Instituto Nacional de Petróleo
Fernão Magalhães Av. 34, 1st floor
PO Box 4724
Maputo – Mozambique
Fax: +258 21 430 850

Or at such other addresses as Licensee and INP may from time to time advise each other in writing.

14.3 Unless otherwise provided herein, notices and other communications shall be deemed received as follows:

14.3.1 when delivered by hand, on the day of delivery provided such day is a business day and delivery is made at least one hour prior to close of business in recipient's office;

14.3.2 when sent by registered airmail, on the seventh day following date of posting; and

14.3.3 when sent by fax, on the day of transmission provided such day is a business day and transmission is made at least one hour prior to close of business in the recipient's office.
For the purpose of this Clause 14.03, a business day means a day when the banks in Maputo, the Republic of Mozambique are open for business.

15. ENTIRE CONTRACT

15.1 There is no understanding or agreement relative to this Agreement that is not fully expressed herein and no modifications, amendments or addendum to this Agreement may be effected unless such is in writing and signed by an authorized representative of both Parties. This Agreement may also be superseded with another agreement by the mutual consent of the Parties.

16. COUNTERPART EXECUTION

16.1 This Agreement may be executed in counterparts and each counterpart shall be deemed an original Agreement for all purposes; provided that neither Party shall be bound to this Agreement until both Parties have executed a counterpart. For purposes of assembling the counterparts into one document, disclosing Party is authorised to detach the signature page from one counterpart and, after signature thereof by receiving Party, attach each signed signature page to a counterpart.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate originals, of which each Party has taken one.

Instituto Nacional de Petróleo

[INSERT LICENSEE NAME]

By ______________________  By ______________________

Signature __________________________  Signature __________________________

Title __________________________  Title __________________________

Date __________________________  Date __________________________
Appendix A

Supplement Agreement
INSTITUTO NACIONAL DE PETROLEO

MLA# [enter details]

Supplemental Agreement # [enter details]

LICENSEE: [enter company name] LICENSOR Instituto Nacional de Petroleo

[enter company address] Fernão Magalhães Av. 34, 1st floor
PO Box 4724
Maputo – Mozambique

ATTN: [enter details] ATTN: [enter details]

Data Description: [enter details]

Description of Area: [enter details]

Description of Data format: See Schedule of Deliverables

Media: USB / DVD

License Fee:

This is a bespoke Data Package / License created specifically for XXXXXXX.

The cost of the Data License is $ ********** (USD)

This is made up as follows:

***************

Data Delivery:

This data package will be couriered from INP office Maputo. The data package will be delivered to:

Name
Address
Telephone
Email address

The Licensee is responsible for any applicable local country taxes that maybe due.
Terms: The use of this Data License is subject to the terms and conditions of Master License Agreement # [enter details] dated [enter date] (MLA) by and between Licensee and Licensor (INP).

INP shall invoice the Licensee a total of 75% of the License Fee to be paid directly to INP.

ERCL shall, on behalf of INP, invoice the Licensee a total of 25% of the License Fee to be paid directly to ERCL Limited.

The terms of the invoice shall be net 30 days from issuing of the invoice.

Assignment and Transfer Fee:

In the event that, during the term of the MLA, an assignment takes place, with INP’s approval, and as described in Clause 6 of the MLA, a Transfer Fee will be applicable.

The Transfer Fee shall amount to [insert percentage] percent of the License Fee.

LICENSEE: On behalf of LICENSOR:

By: ___________________________  By: ___________________________

Name: ________________________  Name: ________________________

Title: _________________________  Title:
Outline of data to be delivered
Schedule of Deliverables

Data Package Description:
[please specify]

Interpretation Package:
[please specify]