**PIPELINE CROSSING**

**AGREEMENT**

##### IN RESPECT OF THE CROSSING OF

#####  [YY]’s

##### PIPELINE

##### BY THE

##### [XX] pipeline

**TABLE OF CONTENTS**

SPECIAL TERMS AND CONDITIONS (“STC”)

Article 1 DEFINITIONS, AGREEMENT DOCUMENTS AND INTERPRETATION

Article 2 CONSENT TO PIPELINE CROSSING

Article 3 CAPACITY OF THE PARTIES

Article 4 REPRESENTATIVES AND NOTICES

Appendix A General Terms and Conditions for Pipeline Crossing

Appendix B Planned Route of the Crossing Pipeline and Crossing Point(s)

Appendix C Laying Operation

Appendix D Gassco Technical Requirements for Offshore Crossings

This Agreement is made and entered into on the *[date] [month]* 20XX by and between:

XX, a joint venture organized and existing under the laws of Norway comprising the following companies or the successors in interest or assignees of said companies with the present participating interests:

(hereinafter called the “Crossing Party”) of the first part, and

YY, a joint venture organised and existing under the laws of Norway, comprising the following companies or the successors in interest or assignees of said companies with the present participating interests:

(hereinafter called the “Affected Party”) of the second part.

**WHEREAS**, the Affected Party is the owner of the Affected Pipeline (as hereinafter defined), and

**WHEREAS**, the Crossing Party intends to install, own and operate the Crossing Pipeline (as hereinafter defined), and

**WHEREAS**, the Affected Party is represented by its operator ................, and

**WHEREAS**, the Crossing Party is represented by its operator ………………….., and

**WHEREAS**, the Crossing Pipeline is planned to cross and pass above the Affected Pipeline at the Crossing Points (as hereinafter defined), and

**WHEREAS**, the Parties wish to enter into this Agreement in order to establish the terms upon which the Laying Operation will be performed.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. DEFINITIONS, AGREEMENT DOCUMENTS AND INTERPRETATION**

## 1.1 Definitions

## The following terms shall have the meaning as stated below:

1. “Affected Pipeline” shall mean the ……………….[which forms a part of the YY facilities] operated and owned by the Affected Party.

2. “Agreement” shall mean the Special Terms and Conditions (“STC”) and the Appendices listed in STC Article 1.2.

3. “Crossing Pipeline” shall for the purpose of this Agreement mean ………. operated and owned by the Crossing Party.

4. “Crossing Point(s)” shall mean the point(s) where the Crossing Pipeline crosses and passes above the Affected Pipeline at the following preliminary coordinates:
 Easting Northing

The final Crossing Point(s) will be agreed in the procedures referred to in GTC Article 2.2. The Crossing Point(s) is shown in Appendix B.

1. “Effective Date” shall mean ………….
2. “Party” and “Parties” shall have the meaning as defined in Appendix A.

Further terms applicable to this Agreement are defined in Appendix A.

## 1.2 Appendices

## The Appendices listed below are a part of this Agreement:

 Appendix A: General Terms and Conditions for Pipeline Crossing (“GTC”)

Appendix B: Planned Route of the Crossing Pipeline and Crossing Point(s)

Appendix C: Laying Operation

Appendix D: Gassco Technical Requirements for Offshore Crossings

In the event of any conflict between the various parts of this Agreement, they shall be given priority in the following order:

a) STC

b) Appendix A (GTC)

c) Appendix D

d) Appendix B

e) Appendix C

**2. CONSENT TO PIPELINE CROSSING**

2.1 The Affected Party agrees that the Crossing Party may install the Crossing Pipeline in the Laying Area over the Affected Pipeline on terms and conditions provided in this

 Agreement.

**3. CAPACITY OF THE PARTIES**

3.1 Within the respective joint ventures constituting the Parties, the Participants’ obligations and liabilities under this Agreement shall be several and not joint and collective in accordance with their interests in the Affected Party and the Crossing Party respectively, as applicable from time to time.

**4. REPRESENTATIVES AND NOTICES**

4.1 ................... .....shall act as the representative for Affected Party, shall have the same rights and obligations as the Affected Party under this Agreement, and warrants that it is authorized and empowered to act on behalf of the Affected Party under this Agreement and to sign the Agreement.

 ……………… shall act as the representative for Crossing Party, shall have the same rights and obligations as the Crossing Party under this Agreement, and warrants that is authorized and empowered to act on behalf the Crossing Party under this Agreement and to sign the Agreement.

4.2 Unless otherwise expressly stated, every notice and request provided for herein shall be in writing to the other Party at the following addresses.

|  |  |
| --- | --- |
| Concerning the Affected Party:Gassco ASAtt: Postbox 93, 5501 HaugesundNorwayTel.: Email:  | Concerning the Executing Party:[Name]Att:Tel:Email: |

4.3 Two days prior to any offshore activity, Gassco Bygnes Transport Control Centre shall be notified as follows with a short description of the activity, location and schedule;

* Gassco Bygnes, TCC, attn. Shift leader. Telephone +47 52 81 28 95,

fax + 47 52 81 29 47, email tcc@tcc.gassco.no

In emergency situations, call TCC and company nominated contact person

This Agreement has been signed by the Parties by the use of electronic signatures.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

XX

Name:

Title:

Date:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

YY

Name:

Title:

Date: