**PROXIMITY AGREEMENT**

##### IN RESPECT OF THE

##### [XX]

**TABLE OF CONTENTS**

SPECIAL TERMS AND CONDITIONS (“STC”)

Article 1 DEFINITIONS, AGREEMENT DOCUMENTS AND INTERPRETATION

Article 2 CONSENT TO WORK IN PROXIMITY OF THE AFFECTED PIPELINE

Article 3 CAPACITY OF THE PARTIES

Article 4 REPRESENTATIVES AND NOTICES

Appendix A General Terms and Conditions for Proximity Operations

Appendix B Proximity Point(s)

Appendix C Proximity Operation

Appendix D Technical Requirements for Offshore Operations in the vicinity of pipelines

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

YY, a joint venture organised and existing under the laws 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 first part, and

XX, 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 “Executing Party”) of the second part.

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

**WHEREAS**, the Executing Party intends to carry out work in proximity of the Affected Pipeline, and

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

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

# 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. “Proximity Operation” shall mean the scope of work described in Appendix C.

4. “Proximity Point(s)” shall mean the point(s) where the Proximity Operation is performed in the vicinity of the Affected Pipeline at the following preliminary coordinates:

 Easting Northing

 [insert coordinates]

 The final Proximity Point(s) will be agreed in the procedures referred to in

GTC Article 2.2. The Proximity 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 that are 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 Proximity Operations (“GTC”)

Appendix B. Proximity Point(s)

Appendix C. Proximity Operation

Appendix D. Technical Requirements for Offshore Operations in the vicinity of

pipelines

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

1. STC
2. Appendix A (GTC)
3. Appendix D
4. Appendix B
5. Appendix C

# CONSENT TO WORK IN PROXIMITY OF THE AFFECTED PIPELINE

2.1 The Affected Party agrees that the Executing Party may perform the Proximity Operation in the Proximity Area on the terms and conditions provided in this Agreement.

**3. CAPACITY OF THE PARTIES**

3.1 Within the respective joint ventures constituting the Parties, the Participant’s 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 Executing Party respectively, as applicable from time to time.

**4. REPRESENTATIVES AND NOTICES**

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

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[YY]

Name:

Title:

Date:

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[XX]

Name:

Title:

Date: