
**NORDIC ASSOCIATION
OF
CONTRACT AND COMMERCIAL MANAGEMENT
("NACCM")**

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**PROCEDURES FOR SEMINAR ATTENDANCE
HALDEN WORKSHOP
2021**

These procedures for seminar attendance have been agreed by and between NACCM (“**Inviter**”) and the physical person having received an invitation to attend the Halden Workshop 2021 (“**Invitee**”).

WHEREAS;

- I. Inviter desires to host the Halden Workshop 2021 for the mutual benefit of *inter alia* the Inviter and the Invitee.
- II. Invitee desires to attend the Halden Workshop 2021 for the benefit of *inter alia* the Inviter and the Invitee.

NOW THEREFORE, FOR THE MUTUAL CONSIDERATION SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

Contract Price	The agreed price for the Inviter’s deliveries consisting of the Attendance Fee and the Accommodation Fee (if any).
Attendance Fee	The agreed fee for attending the Seminar as set forth in the Notice of Attendance and confirmed in the Attendance Confirmation.
Accommodation Fee	The agreed fee charged by the Accommodation Site for accommodation that may be arranged by the Inviter as specified in the Notice of Attendance Order and confirmed in the Attendance Confirmation.
Seminar	The Halden Workshop 2021 on contract and commercial management as detailed in Appendix 1 to be hosted by NACCM in accordance with the terms set forth herein, including seminar dinner, but excluding other meals, accommodation and travel.
Notice of Attendance	An explicit request for attendance issued by the Invitee no later than 10 th of December 2020.
Attendance Confirmation	An explicit notice confirming the Invitees’ Notice of Attendance issued by the Inviter no later than 20 th of December 2020.
Accommodation Order	An accommodation order set forth in the Notice of Attendance and confirmed by the Inviter in the Confirmation of Attendance
Place of Delivery	Halden, Norway.
Terms of Delivery	DDP incoterms 2020.
Time of Delivery	20th January 2020 at 08:30 (CET or GMT +1).
Time of Completion	21st January 2020 at 16:00 (CET or GMT +1).
Accommodation Site	Fredriksten Hotell
Seminar Site	Fredriksten Fortress
Contract R&D	The Seminar development work performed by Inviter.
Results	Any physical or nonphysical impact of the Seminar on the Parties, their person, mind, chattel, spouses or other affiliates, including feelings of learning, excitement, awkwardness, pleasure and third-party claims.
IPR	Any intellectual property rights, including patents, patent applications, trade secrets, design rights, trademarks, copyrights, database rights, database rights, image rights and other related rights existing anywhere in the world.
Know-how	Legal knowledge, social knowledge, data, processes, method, tools, techniques, drawings, graphic design and quality assurance routines, but

excluding IPR.

2. PROJECT ADMINISTRATION

The Inviter's representative for this Agreement shall be as follows:

Name: Pål Are Sund
Title: Chairman NACCM
E-mail: pal@negota.no
Telephone: +47 951 02 094

3. SCOPE OF THE AGREEMENT

3.1 Inviter's Delivery

On the terms set forth in the Agreement, the Inviter shall deliver the Seminar to the Invitee at the Place of Delivery at the Time of Delivery in accordance with the Terms of Delivery.

Subject to an Accommodation Order, the Inviter shall further arrange accommodation for the Invitee at the Accommodation Site for the duration specified in the Accommodation Order. Unless otherwise agreed, the accommodation shall be ordered by the Inviter at the Invitee's risk and cost.

3.2 Invitee's Delivery

On the terms set forth in the Agreement, the Invitee shall physically attend and accept delivery of the Seminar at the Place of Delivery at the Time of Delivery in accordance with the Terms of Delivery.

4. REMUNERATION

In consideration of the Inviter's Delivery of the Seminar, the Invitee shall pay the Attendance Fee.

Subject to an Accommodation Order, the Inviter shall further be entitled to invoice and collect payment from the Invitee of the Accommodation Fee unless charged directly by the Accommodation Site.

The Attendance Fee and Accommodation Fee may be invoiced by the Inviter upon receipt of a Notice of Attendance, and shall be due and payable within 14 days.

Unless otherwise explicitly agreed, the Attendance Fee and Accommodation Fee constitutes the sole remuneration for all services provided under this Agreement, and each Party shall cover all costs and expenses incurred by such Party related to the receipt or performance of any deliveries or obligations related hereto.

5. CHANGES IN THE SEMINAR

The Inviter has the right to implement changes in the Seminar. The Inviter shall notify the Invitee of any material changes to the Seminar without unreasonable delay.

If the Inviter implements changes to the Time of Delivery or changes that will have a material adverse impact on the quality of the Seminar, the Invitee shall, by written notice to the Inviter no later than 7 days after notification of such changes, be entitled to cancel the Notice of Attendance and this Agreement. Upon such cancellation the Inviter shall as full and final compensation to the Invitee refund the Attendance Fee and any Accommodation Fee paid by the Invitee.

6. TERM

The Agreement shall be effective upon Invitee's receipt of an Attendance Confirmation and shall remain in force until the Time of Completion.

Notwithstanding the above, Section 6, 7 and 8 shall remain in force after the expiry of this Agreement.

7. CANCELLATION

Until 2 weeks prior to the Delivery Date each Party shall be entitled to cancel this Agreement without cause. Upon such cancellation the Inviter shall refund the Attendance Fee and any Accommodation Fee paid by the Invitee. This compensation shall constitute full and final compensation for any cost or loss incurred by each Party a result of the cancellation.

If the completion of the Seminar is prevented or materially impacted by unforeseen circumstances beyond the control of the Inviter (e.g. war, fire, strike/lock-out, epidemic) or by any order given by Norwegian public authorities, the Inviter may cancel or postpone the Seminar and cancel this Agreement. The right to cancel the Agreement pursuant to this clause shall apply irrespective of whether the circumstance existed at the time of this agreement or later ceases to exist after the date of the Inviter's potential cancellation of the Seminar. Upon such cancellation the Inviter shall as full and final compensation to the Invitee refund the Attendance Fee and any Accommodation Fee paid by the Invitee.

8. RESULTS, IPR AND CONFIDENTIALITY

Each Party shall have full title to and assumes full liability for any Results or Knowhow gained or incurred by such Party, provided that this Agreement shall not imply any transfer of title to IPR between the Parties or any license rights to use IPR developed or controlled by the other Party.

No transfer of title or license to any IPR may be agreed at the Seminar unless explicitly agreed in writing and re-confirmed after the Time of Completion.

Confidential information may not be disclosed at the Seminar. If any Party receives information at the Seminar which the Party should reasonably understand to be of a confidential nature, the receiving Party shall immediately destroy the information and not use the information for any purpose whatsoever.

9. LIABILITY AND INDEMNITY

The Parties shall execute the Seminar in accordance with recognised standards for similar work.

The Seminar will be executed and attended on an "AS IS" basis, and neither Party has any responsibility for the applicability, relevance or use of the Results by the other Party.

Notwithstanding anything else to the contrary in this Agreement, each Party's cumulative total liability for breach of the Agreement shall be limited to the Contract Price. Neither Party shall be liable for any indirect or consequential damages incurred by the other Party.

10. LAW AND LEGAL VENUE

This Agreement shall be governed by and construed in accordance with the laws of Norway.

Attempts should be made to resolve disputes amicably between the parties. Any dispute between the parties regarding the contractual relationship that cannot be solved amicably shall be determined by

arbitration. The arbitration shall be conducted by one arbiter and shall be decided based solely on written submissions within 1 week of a request for arbitration.

11. AGREEMENT DOCUMENTS

The Agreement consists of this contract document and the following documents:

1. Seminar Programme
2. Confirmation of Attendance
3. Notice of Attendance

12. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the matter contained herein. Any modification or amendment to this Agreement shall not be valid unless made in writing and signed by duly authorised representative of both parties.

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Halden, 27 October 2020

Nordic Association of Contract and Commercial Management

Pål Are Sund
Chairman NACCM