

# **Addendum no. 1**

to

## **Agreement on the Funding, Establishment and Operation of the Danish Hydrocarbon Research & Technology Centre**

Between

Mærsk Olie og Gas A/S

(now **Total E&P Danmark A/S**, hereinafter "TEPDK")

as operator for DUC

and **Technical University of Denmark**

(hereinafter "DTU")

*MMAP*

**WHEREAS** The Parties have entered into an agreement on the funding, establishment and operation of the Danish Hydrocarbon Research & Technology Centre dated 17 February 2014;

**WHEREAS** since entering into the Agreement, there have been changes to the DUC partners;

**WHEREAS** the DUC partners may need technical support from affiliated companies (so called technical hubs) which may imply sharing of information and rights with such affiliated companies; and

**WHEREAS** organisational changes have taken place in TEPDK and the Centre;

NOW, THEREFORE, the parties to this Addendum no. 1 agree as follows:

## 1. DEFINITIONS

Words and expressions defined in the Agreement, shall have the same meaning in this Addendum no. 1 (including the recitals hereto) save where the context otherwise requires. The following changes and additions to the definitions in the Agreement shall apply:

- a) **Maersk Oil** shall mean Total E&P Danmark A/S ("TEPDK").
- b) **DUC Partners** shall mean Total E&P Danmark A/S, Noreco Oil Denmark A/S, Total Denmark ASW, Filial af Total Denmark ASW, Inc., USA and Nordsøfonden, including their respective Affiliates
- c) **Affiliate** shall mean, in relation to any company, at any time, any other entity:
  - i. in which such company directly or indirectly controls more than fifty percent (50%) of the registered capital or rights to vote; or
  - ii. which directly or indirectly controls more than fifty percent (50%) of the registered capital or rights to vote of such company; or
  - iii. of which an entity as mentioned in ii) above controls directly or indirectly more than fifty percent (50%) of the registered capital or rights to vote.

## 2. CHANGES TO CENTRE AND TEPDK ORGANISATION

The Agreement shall be amended as follows to reflect the organisational changes that have taken place in TEPDK and Centre during the term of the Agreement:

A. In Clause 9.2 the bullet "Scientific Directors" and the 4 paragraphs hereunder shall be deleted.

B. In Clause 10.1 of the Agreement, the 3<sup>rd</sup> and 4<sup>th</sup> paragraph shall read:

"The Steering Committee will consist of 6 members:

- The Provost;

- the Head of Centre;
- the managing director of TEPDK (or a representative appointed by said person);
- a representative appointed by the managing director of TEPDK; and
- two (2) additional members appointed by the Steering Committee that shall be appointed for a period of two years but eligible for re-appointment.

The Steering Committee will be headed by the representative appointed by the managing director of TEPDK."

C. In Clause 10.2 of the Agreement, the 4<sup>th</sup> and 5<sup>th</sup> paragraph shall read:

"The Technology Application Workgroup shall consist of the following members:

- The Head of Centre;
- the representative appointed by the managing director of TEPDK under Clause 10.1 above;
- 4 representatives appointed by TEPDK working with operations relating to Scientific Framework; and
- 2 representatives appointed by each of Noreco Oil Denmark A/S and Nordsøfonden.

The Technology Application Workgroup may at its own discretion invite relevant technical specialists from the DUC Partners as well as external specialists to participate and contribute to the work of the Technical Application Workgroup on an ad hoc basis.

The Head of Centre may at her/his own discretion invite relevant specialists and programme managers from DHRTC to participate on an ad hoc basis."

D. Clause 10. 3 of the Agreement shall read:

"A Scientific Committee will be established to advice the Head of Centre. Based on input and suggestions generated in research communities at DTU and Other University the Scientific Committee can provide recommendations regarding possible future research projects at the Centre, within the themes specified by the Scientific Framework (**Exhibit 4**).

The Scientific Committee will consist of:

- Head of Centre; and
- Representatives from each of the Other University.

*N/A*

The Scientific Committee will be headed by the Head of Centre. The Steering Committee can change the composition of the Scientific Committee."

E. Clause 14.3 of the Agreement shall read:

"DTU or Other University (as applicable) is obligated to inform the representative appointed by the managing director of TEPDK under Clause 10.1 above of the nature and content of all assessment process initiated in respect of Foreground Knowledge as soon as possible after the relevant body at DTU or Other University (as applicable) has received information that a given Foreground Knowledge has patenting potential and to discuss the possible and relevant steps in respect of such Foreground Knowledge with said representative prior to making any decisions in such regards."

### 3. CONFIDENTIALITY

Clause 23.2 of the Agreement shall read:

"The Parties shall be bound to maintain confidentiality with respect to Confidential Information to prevent such Confidential Information from being passed on to any unauthorised third party. The Parties shall ensure that the persons involved in Project(s) and other persons that the Parties may pass on Confidential Information to, have a need to receive such information (employees, including employees of DUC Partners, external consultants, advisors etc.), and that such persons assume a similar duty of confidentiality contained in this Clause 23."

**IN WITNESS WHEREOF**, this Addendum no. 1 has been duly executed by the parties hereto.

On behalf of DTU

Date 24/2-2020



Anders O. Bjarklev  
President

Date 24/2-2020



Rasmus Larsen  
Provost

On behalf of TEPDK

Date 2.3.2020



Patrick Gilly  
Managing Director

