CALL FOR PROPOSALS 2025/OSER/002

CONSULTANCY ON ASSESSMENT OF THE SEABED GEOLOGY, DEVELOPMENT AND ARCHITECTURE OF THE CLARION-CLIPPERTON ZONE

DEADLINE FOR SUBMISSION: 20 October 2025

BACKGROUND

1. The International Seabed Authority (the Authority) is an international organization established under the United National Convention on the Law of the Sea (UNCLOS) and the Agreement relating to the Implementation of Part XI of the United National Convention on the Law of the Sea (1994 Agreement). The Authority is the organization through which States Parties to UNCLOS organize and control activities in the international seabed area, particularly with a view to administering the resources in accordance with the regime for the seabed and the ocean floor and subsoil thereof beyond the limits of national jurisdiction (the Area) established in the 1994 Agreement.
2. The Authority is required to take the measures necessary to control and organize current exploration activities, as well as future mining activities, in the Area. In so doing, the Authority has the obligation to take the necessary measures to acquire technology and scientific knowledge relating to activities in the Area and to promote and encourage the transfer to developing States of such technology and scientific knowledge relating to activities in the Area so that all States Parties benefit therefrom.
3. In particular, the Authority and States Parties shall initiate and promote: a) programmes for the transfer of scientific knowledge to the Enterprise and to developing States with regard to activities in the Area, including facilitating the access of the Enterprise and of developing States to the relevant technology and information, under fair and reasonable terms and conditions, b) measures directed towards the advancement of marine scientific research and technology of the Member States, the Enterprise and the domestic technology of developing States, particularly by providing opportunities to personnel from the Enterprise and from developing States for training in marine science and technology and for their full participation in activities in the Area (UNCLOS, Article 144).
4. Marine exploration and potential future exploitation for marine minerals is an emerging field of activities to ensure future access to raw materials, also for low carbon industries from common sources with less environmental impact, based on progress in the fundamental understanding, definition and promotion of mineral enrichments and their associated environments and habitats. It also attracts high-technology, intelligent, low-impact and remotely operated solutions which allow for environmentally sustainable recovery under deep-sea conditions.
5. The Authority is seeking to expand its knowledge base on the Area, based on provisions in UNCLOS. A basic tool for the assessment of marine seabed resources and different marine habitats is a geologic map. Like common approaches on land, a geologic map is at the centre of every land-based management system for resources, hazards, environmental and climate impacts and natural habitats.
6. In this context, the Authority is seeking a contractor with requisite experience and expertise in the scientific use of Geographic Information Systems with respect to seabed geology, a track record of seabed geological mapping, including data integration from available sources and its interpretation and modelling.

7. Proposals in line with the scope of work in the appended Terms of Reference are to be submitted via email to rfp@isa.org.jm on or before 10 October 2025.
8. Proposals should be concise but reflect a clear methodology demonstrating the competence and expertise of the potential contractor to carry out the tasks described in the Terms of Reference, including an itemized financial proposal. The résumé of every team member who is assigned to this project should be attached to the proposal.
9. Potential contractors are to send their requests for clarifications or questions regarding this call for proposals (CfP) via email at rfp@isa.org.jm.

GENERAL INSTRUCTIONS

10. Proposals must be submitted electronically in PDF format. All documents must be signed and dated by an authorized representative of the contractor. The proposal must be submitted as a single PDF file. The proposal, including all supporting documents, shall not exceed 10 pages.
11. The currency for fees quoted must be United States dollars (USD) and should be valid for a minimum period of 60 days.
12. Submission of a proposal shall be deemed to constitute an acknowledgement by the applicant of the General Conditions of Contracts for the Services of Contractors and Individual Contractors (Annex C).
13. It is the responsibility of the potential contractor to ensure that proposals reach the Secretariat on or before the deadline.
14. The Secretariat implements a zero-tolerance policy on fraud and other proscribed practices, including corruption, unethical practices and obstruction. The Secretariat is committed to preventing, identifying and addressing all such acts and practices against the Authority and third parties involved in its activities.
15. The Secretariat requests that every potential contractor prevent and avoid conflicts of interest by disclosing clearly any involvement or possible conflict of interest in the preparation of their proposal.
16. Requests for information/clarification regarding this CfP can be sent via email to rfp@isa.org.jm.
17. This CfP is conducted in accordance with the procurement principles contained in the Financial rules of the Authority: best value-for-money, fairness, integrity and transparency, effective international competition and the interest of the Authority.
18. Proposals received after the deadline or incomplete proposals will not be considered.

ANNEX A

CONSULTANCY ON ASSESSMENT OF THE SEABED GEOLOGY, DEVELOPMENT AND ARCHITECTURE OF THE CLARION-CLIPPERTON ZONE

TERMS OF REFERENCE

ORGANIZATIONAL CONTEXT

Geologic maps are essential elements of the standard assessments of worldwide resources but also environmentally vulnerable sites used by many Member States of the Authority, which include: i) characterization of the resources, ii) characterization of natural geological habitats, (iii) identification of permissive and sensitive areas from geologic maps, iv) estimation of resource potential from deposit density models and (v) identification of potential sites in need of protection. However, most geologic maps of the oceans are rudimentary at best, often limited to the sedimentary cover. Typically, they are only available at a very coarse scale (e.g., the 1:25 million map sheet of the Commission for the Geologic Map of the World and the 1:17 million Tectonic Map of the Circum-Pacific Council for Energy and Mineral Resources). Bedrock geology is rarely documented. New data and mapping approaches are becoming available that enable more detailed characterization and interpretation of seabed geology over large areas. With this data, remote predictive mapping (RPM) techniques used to develop regional geologic maps on land can now be applied in the oceans by integrating ship-based multibeam, magnetics, gravity, seismic reflection, sampling and drilling.

A geologic map at an appropriate resolution (e.g., 1:1,000,000) of the Clarion-Clipperton Zone (CCZ) in the central Pacific Ocean is a new tool for the management of marine seabed resources, potential habitats and potential natural hazards in the region. A map of this type is not available, but through the activities of the contractors of the Authority and a large number of scientific campaigns in the CCZ better and more integrated database has been produced that allows for much improved CCZ mapping at much higher resolution and in much greater detail.

The global frame of AI models highlights the need for continuous improvements of databases, particularly for regional studies. Data resolution matters when regional assessments are required. The intended study is covering the CCZ, its geological units and geotectonic architecture as a prerequisite for the formation and enrichment of polymetallic nodules (PMN). PMN form twofold by so-called diagenetic growth, i.e., the mobilization of fluids and elements from the marine sediments, and by hydrogenetic growth, i.e., the fractionation and binding of elements from the water column. The former process critically depends on the particle flux, the sedimentation process, particle enrichments and the activity and delivery of elements from it. It is best described by geological processes, with the formation of geologic units, to describe the differences in PMN coverage, growth, composition, etc. The hydrogenetic process depends on the water masses close to the seabed and the water current conditions, which are best defined by the seabed morphology, again related to the oceanic crust and its architecture.

OBJECTIVE

The combination of the PMN growth scenarios with the regional-to-local understanding of geological processes and crustal architecture allows for better resource identification and modelling, but also identifies regional-to-local habitats for the seabed biodiversity, providing important information for areas beyond contract areas, the reserved areas and areas of particular environmental interest (APEIs), which lack scientific approaches and activities at the moment.

The combination of these aspects is the subject of the requested consultancy on the assessment of seabed

geology, the geological development and the architecture of the area between the CCZ in the Central Pacific. It also aims to provide a compilation and a much detailed assessment of the CCZ geology to promote and support future research and exploration activities.

This consultancy will support and provide scientific and technical inputs to the Office of Stewardship, Environment and Resources (OSER) and the Authority. The consultancy needs to cover the CCZ with (i) the identification of different geologic units at the formation level at the best available scales, including in the established contract areas, the reserved areas and the APEIs.

This data is deemed necessary to identify similar geological features in areas where the data are more sparse. Known geology should be used for training and ground truthing of interpreted formations.

SCOPE OF SERVICES

Working under the supervision of the Programme Manager (Mining Geology), the potential contractor is tasked to map geologic formations over the entire CCZ, to be achieved by comparison of remotely acquired geophysical data in training areas, where such formations are already well established, and then extrapolating to areas where the data are more sparse.

Advances in the quantity and quality of the supporting data in the CCZ and new approaches for modelling have significantly improved the recognition and interpretation of the geologic features. High-resolution satellite-derived bathymetry now allows features as small as ~5 km^2 (e.g., 1-2 km diameter seamounts) to be confidently mapped. This data allows the Authority to interpret tectonic structures in the CCZ, under thick sediment.

Working closely with the OSER, the contractor shall undertake the following tasks:

(a) Data compilation

(i) Assist in identifying and coordinating with contributing experts, discussing and liaising with the experts to ensure the best-informed database.

(b) Identification of geologic units

(ii) Identify formation-level geologic units in well-covered training areas at scales of 1:100,000 to 1:200,000

(iii) Identify formation-level geologic units in the Authority's reserved areas and 13 established APEIs

(iv) Compile data to identify similar geologic features in areas where the data are more sparse. The use of known geology in contract areas is limited to 'training' and ground truthing of the interpreted formations. No assessments of these areas are carried out.

(c) Map creation

(i) Compile in detail and interpret high-resolution multibeam, multiparameter geophysics and RPM techniques

(ii) Create a 1:1,000,000 scale map of geologic formations and lithostratigraphic assemblages for the entire CCZ.

(d) Compilation and analysis

(i) Compile, analyse and complete a full quantitative analysis of the geologic formations in an appropriate GIS environment (e.g., preferable ArcGIS Pro®)

(ii) Estimates of assemblage-level crustal development (volcanic activity, sedimentation rates and

deposition, PMN enrichment) throughout the CCZ and available data in discussion with the Secretariat and other experts, where necessary.

(e) Reporting

(i) Include a preliminary interpretation of the map units, their distribution and ages. Present lessons learned, limitations of the analysis, persistent data gaps and other key findings and recommendations

(ii) Identify potential reviewers for the assessment of the seabed geology, development and architecture of the CCZ for quality and assessment control.

(f) Provide technical inputs and draft the Authority's publication/policy brief, based on the outcomes of the assessment of the seabed geology, development and architecture of the CCZ

(i) Provide scientific inputs to the Authority's publication/policy brief, drafting an executive summary for the technological and methodical chapters

(ii) Supporting the development of a state-of-the-art implementation programme with customized technological approaches for capacity development and technology transfer.

OUTPUTS

Under the overall supervision of the Director of OSER and direct supervision of the Programme Manager (Mining Geology), the selected contractor will produce the following outputs:

- Output 1
    - Provide necessary inputs for the assessment of the seabed geology, development and architecture of the CCZ
    - Submit and draft documentation (e.g., ship tracks, gravity, seismic lines, sediment thickness, magnetic anomalies, environmental information)
- Output 2
    - Provide 1:1,000,000 geologic map, report and supporting documents in an electronic format compatible with Microsoft Word, Excel, PowerPoint software and ArcGIS Pro®. This includes attribute tables in GIS (ArcGIS) for all mapped features, suitable for further analysis
    - Assemble mapping criteria in a way that can be used for the creation of new maps in the CCZ, including maps at a larger scale. Formation-level and assemblage-level legends are fully described in marginal notes, including structural and stratigraphic relationships observed in the map area
- Output 3
    - Report quantitative analysis of the mapped geological units
    - Report identified qualitative and quantitative geological habitats
    - Report identified environmental features (eddy traces, submarine avalanches)
    - Provide inputs to the publication/policy brief and submission

QUALIFICATIONS

Mandatory:

- Track record in the scientific use of GIS with respect to seabed geology
- Track record of seabed geological mapping, including data integration from available public and other sources
- Experience in data interpretation and modelling

Desirable:

- Publication of seabed geological maps in ocean areas
- Knowledge of the activities of the Authority
- Knowledge of the occurrence of marine minerals in the Pacific
- Scientific understanding of the occurrence of marine habitats in abyssal plains, at seamounts and along mid-ocean ridges

SUBMISSION OF PROPOSALS

Proposals shall be submitted by email to rfp@isa.org.jm by 10 October 2025. When submitting the proposal, potential contractors shall attach

- Annex B – Bidder general information form
- Proposal including a) competence and experience for this consultancy, b) methodology and c) itemized financial proposal
- A résumé of each team member to be directly involved in the consultancy

SELECTION/EVALUATION

All proposals will be evaluated by a Committee based on the

- profile, qualifications and experience of the contractor
- competitiveness, reasonableness and completeness of the financial proposal

Only shortlisted proposals will be contacted for further discussion.

A procurement contract shall be awarded to the qualified proposer whose proposal, all factors considered, is the most responsive to the requirements set forth in this CfP.

MODALITIES OF WORK

The work shall be performed at the contractor's home base with scheduled virtual meetings with the Secretariat staff, as required.

To facilitate timely and accurate outcomes by the contractor, the Director and the Environmental Coordinator of OSER will make reasonable and practical efforts to respond promptly to the contractor's queries and provide the necessary reference material as identified by the contractor, where feasible.

MONITORING

The contractor will report to and receive guidance from the Programme Manager (Mining Geology), who

will review and approve the deliverables/outputs following close consultation and cooperation with the relevant offices in the Secretariat.

PAYMENT

The agreed fees between the Secretariat and the selected contractor will be reflected in a contract signed by both parties.

Payments shall be made in instalments upon presentation of an invoice in USD, based on the agreed rates and subject to any agreed modifications made in accordance with this contract and duly certified by the Director of OSER.

ANNEX B

CONSULTANCY ON ASSESSMENT OF THE SEABED GEOLOGY, DEVELOPMENT AND ARCHITECTURE OF THE CLARION-CLIPPERTON ZONE

BIDDER GENERAL INFORMATION FORM

Date: (day, month, year)

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Maximum length: three pages

Full name:
Legal address:
Email address:
Nationality:
Provide details of your track record in seabed geology and architecture:
Provide supporting evidence of the qualifications of your team:
Confirm your technical capacity for the assessment of the oceanic crust, its geology and architecture and the compilation of data and assessment in geological maps:
Are you involved in any pending legal proceedings of which the Authority should be aware? Please provide details.
Name of duly authorized officer: Signature: Date:

ANNEX C

CONSULTANCY ON ASSESSMENT OF THE SEABED GEOLOGY, DEVELOPMENT AND ARCHITECTURE OF THE CLARION-CLIPPERTON ZONE

GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICES OF CONTRACTORS AND INDIVIDUAL CONTRACTORS

I. Legal status

1. The contractor or individual contractor shall have the legal status of an independent contractor vis-à-vis the International Seabed Authority. The contractor [Any representative or employee of the contractor][1] shall not be regarded, for any purposes, as being either a staff member of the Authority, under the Staff Regulations and Rules of the Authority, or an official of the Authority, for purposes of the Protocol on the Privileges and Immunities of the International Seabed Authority. Accordingly, nothing within or relating to the contract shall establish the relationship of employer and employee, or of principal and agent, between the Authority and the contractor.

[1] Where the contractor is an institutional or corporate contractor, the term "contractor" as used in the present General Conditions includes its representatives and employees.

II. Standards of conduct

2. The contractor shall neither seek nor accept instructions from any authority external to the International Seabed Authority in connection with the performance of the obligations under the contract. Should any authority external to the Authority seek to impose any instructions on the contractor regarding the contractor's performance under the contract, the contractor shall promptly notify the Authority and shall provide all reasonable assistance required by the Authority. The contractor shall not take any action in respect of the performance of the contract or otherwise related to the contractor's obligations under the contract that may adversely affect the interests of the Authority, and the contractor shall perform the obligations under the contract with the fullest regard for the interests of the Authority. The contractor warrants that the contractor has not offered and shall not offer any direct or indirect benefit arising from or related to the performance of the contract or the award thereof to any representative, official or employee of the Authority. The contractor shall comply with all applicable laws, ordinances, rules and regulations bearing upon the performance of the obligations under the contract.

3. The contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the contract. In addition, nothing herein shall limit the right of the Authority to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate action.

4. The contractor may not at any time communicate any information to any other person, Government or authority external to the Authority or known to them by reason of their association with the Authority that has not been made public, except in the course of their duties or by authorization of the Secretary-General or any designate by the Secretary-General; nor shall the contractor at any time use such information to private advantage. These obligations do not lapse upon termination of the contract with the Authority.

III. Title rights, copyrights, patents and other proprietary rights

5. Title to any equipment and supplies that may be furnished by the Authority to the contractor for the performance of any obligations under the contract shall rest with the Authority, and any such equipment shall be returned to the Authority upon completion of work under the contract or when no longer needed by the contractor. Such equipment, when returned to the Authority, shall be in the same condition as when delivered to the contractor, subject to normal wear and tear, and the contractor shall be liable to compensate

the Authority for any damage or degradation of the equipment beyond normal wear and tear.

6. The Authority shall be entitled to all intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials that the contractor has developed for the Authority under the contract and that bear a direct relation to or are produced, prepared or collected in consequence of, or during the course of, the performance of the contract, and the contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Authority. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the contractor: (a) that pre-existed the performance by the contractor of the obligations under the contract; or (b) that the contractor may develop or acquire, or may have developed or acquired, independently of the performance of the obligations under the contract, the Authority does not and shall not claim any ownership interest thereto, and the contractor grants to the Authority a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the contract. At the request of the Authority, the contractor shall take all necessary steps, execute all necessary documents and, generally, assist in securing such proprietary rights and transferring or licensing them to the Authority in compliance with the requirements of the applicable law and of the contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and other data compiled or received by the contractor under the contract shall be the property of the Authority, shall be made available for use or inspection by the Authority at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to authorized officials of the Authority upon completion of work under the contract.

IV. Confidential nature of documents and information

7. Information and data that are considered proprietary by either the Authority or the contractor or that are delivered or disclosed by one of them ("discloser") to the other ("recipient") during the course of performance of the contract, and that is designated as confidential ("information") shall be held in confidence and shall be handled as follows: the recipient of such information shall use the same care and discretion to avoid disclosure, publication or dissemination of the discloser's information as it uses with its own similar information that it does not wish to disclose, publish or disseminate and the recipient may use the discloser's information solely for the purpose for which it was disclosed. The recipient may not disclose confidential information to any other party unless with the discloser's prior written consent. Subject to and without any waiver of the privileges and immunities of the Authority and its officials, the contractor may disclose information to the extent required by law, provided that the contractor will give the Authority sufficient prior notice of a request for the disclosure of information in order to allow the Authority to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. The Authority may disclose information to the extent required pursuant to the United Nations Convention on the Law of the Sea and the Agreement relating to the Implementation of Part XI of the United Nations Convention on the Law of the Sea of 10 December 1982, and the rules, regulations and procedures of the Authority. The recipient shall not be precluded from disclosing information that is obtained by the recipient from a third party without restriction, is disclosed by the discloser to a third party without any obligation of confidentiality, is previously known by the recipient or is developed at any time by the recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the contract, including any extension thereof, and, unless otherwise provided in the contract, shall remain effective following any termination of the contract.

8. Confidential information means information that:

(a) Is by its nature confidential

(b) Is designated by the Authority as confidential

(c) The contractor knows or ought to know is confidential

9. Confidential information does not include information that:

(a) Is or becomes public knowledge by means other than by breach of the contract

(b) Is in the possession of the contractor without restriction to disclosure before the date of receipt from the Authority

(c) Has been independently developed or acquired by the contractor

(d) Was in the possession of the contractor prior to the commencement date of the contract

(e) Is obtained by the contractor from a third party that is free to divulge the same

10. The Authority may at any time require the contractor to give a written undertaking, in a form required by the Authority, relating to the non-disclosure of confidential information. In the written undertaking, the contractor is required to acknowledge that the provisions of article 168 of the United Nations Convention on the Law of the Sea related to the responsibilities of the staff of the Authority apply, mutatis mutandis, to the contractor. The contractor shall promptly arrange for all such undertakings to be given.

V. Travel, statement of good health and service-incurred death, injury or illness

11. If the contractor is required by the Authority to travel beyond commuting distance from his or her usual place of residence, such travel shall be at the expense of the Authority and shall be governed by conditions equivalent to the relevant provisions of the administrative instruction of the Authority on official travel. In such cases, the travel expenses borne by the Authority shall not exceed the cost of travel by the least costly economy class regularly available or its equivalent when by air, unless a higher standard is approved in advance by, or on behalf of, the Secretary-General of the Authority.

12. Prior to the commencement of the contractor's services in any offices or premises of the Authority or before engaging in any travel required by the Authority or connected with the performance of the contract, the contractor shall submit a certificate of good health provided by a medical practitioner for himself or herself, or for the representative or employee concerned, and certify that he or she, or the representative or employee concerned, is in possession of medical or health insurance during the period of the contractor's services. The contractor shall provide such a certificate of good health and certification of the medical or health insurance that includes medical treatment as soon as practicable following the signature of the contract. The contractor warrants the accuracy of any such certificate of good health, including but not limited to confirmation that the contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

13. The contractor shall be responsible for assuming all costs that may be incurred in relation to the certificate of good health and medical or health insurance.

14. In the event of the death, injury or illness of the contractor that is attributable to the performance of services on behalf of the Authority under the terms of the contract while the contractor is travelling at the Authority's expense or is performing any services under the contract in any offices or premises of the Authority, [the representative or employee of] the contractor or his or her dependants, as appropriate, shall be entitled to compensation equivalent to that provided under appendix B to the Staff Rules of the Authority.

VI. Prohibition on assignments and modifications

15. The contractor may not assign, delegate, transfer, pledge or make any other disposition of the contract, of any part thereof or of any of the rights, claims or obligations under the contract except with the prior written authorization of the Authority, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of agreement concerning any goods or services to be provided under the contract shall not be valid and enforceable against the Authority or in any way constitute an agreement by the Authority thereto, unless any such undertakings, licences or other forms of agreement are the subject of a valid written undertaking by the Authority.

16. No modification or change in the contract shall be valid and enforceable against the Authority unless provided by means of a valid written amendment to the contract signed by the contractor or a duly authorized representative thereof and a duly authorized representative of the Authority.

VII. Subcontractors

17. In the event that the contractor requires the services of subcontractors to perform any obligations under the contract, the contractor shall obtain the prior written approval of the Authority for any such subcontractors. The Authority may, at its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefor, and such rejection shall not entitle the contractor to claim any delays in the performance or to assert any excuses for the non-performance of any of the obligations under the contract. The contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the contract. The contractor shall not assign work to be performed under the contract to any person other than those accepted by the Authority in the form of written notification.

VIII. Use of the name, emblem or official seal of the Authority

18. The contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that the contractor has a contractual relationship with the Authority; nor shall the contractor in any manner whatsoever use the name, emblem or official seal of the Authority or any abbreviation of the name of the Authority in connection with its business or otherwise without the written permission of the Authority.

IX. Indemnification

19. The contractor shall indemnify, defend and hold and save harmless the Authority and its officials, agents and employees from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including but not limited to all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to:

(a) Allegations or claims that the use by the Authority of any patented device, any copyrighted material or any other goods or services provided to the Authority for its use under the terms of the contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party

(b) Any acts or omissions of the contractor or of any subcontractor or anyone directly or indirectly employed by them in the performance of the contract that give rise to legal liability to anyone not a party to the contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

X. Insurance

20. The contractor shall pay the Authority promptly for all loss, destruction or damage to the property of the Authority caused by the contractor or of any subcontractor or anyone directly or indirectly employed by them in the performance of the contract.

21. The contractor shall be solely responsible for taking out and for maintaining adequate liability and property damage insurance required to meet any of the obligations under the contract and in respect of any tort action or tort claim arising out of the contractor's acts or omissions related to the contract, as well as for arranging, at the contractor's sole expense or at that of its representative or employee, such life, health and other forms of insurance as the contractor may consider to be appropriate to cover the period during which the contractor provides services under the contract. The contractor shall, upon request by the Authority, provide proof of such insurance.

22. The contractor acknowledges and agrees that none of the insurance arrangements that the contractor

may make shall in any way be construed to limit the contractor's liability arising under or relating to the contract.

XI. Encumbrances and liens

23. The contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the Authority against any moneys due to the contractor or to become due for any work done or against any goods supplied or materials furnished under the contract or by reason of any other claim or demand against the contractor.

XII. Force majeure and other changes in conditions

24. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the contractor shall give notice and full particulars in writing to the Authority of such occurrence or cause if the contractor is thereby rendered unable, wholly or in part, to perform the obligations and meet the responsibilities under the contract. The contractor shall also notify the Authority of any other changes in condition or the occurrence of any event that interferes or threatens to interfere with the contractor's performance of the contract. Not more than 15 days following the provision of such notice of force majeure or other changes in condition or occurrence, the contractor shall also submit a statement to the Authority of estimated expenditures that will likely be incurred for the duration of the change in condition or the event. Upon receipt of the notice(s) required hereunder, the Authority shall take such action as it considers, at its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the contractor of a reasonable extension of time in which to perform any obligations under the contract.

25. If the contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform the obligations and meet the responsibilities under the contract, the Authority shall have the right to suspend or terminate the contract on the same terms and conditions as provided for below, under "Termination", except that the period of notice shall be five days instead of any other period of notice. In any case, the Authority shall be entitled to consider the contractor permanently unable to perform the obligations under the contract in the case of the contractor's suffering any period of suspension in excess of 30 days.

26. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, strikes or other labour disturbances, riots, floods, storms, earthquakes, fires or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the contractor.

XIII. Termination

27. Either party may terminate the contract before the expiry date of the contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be 5 days in the case of contracts for a total period of less than two months and 14 days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a cause for or otherwise to be in itself a termination of the contract.

28. The Authority may, without prejudice to any other right or remedy available to it, terminate the contract forthwith in the event that: (a) the contractor is adjudged bankrupt, is liquidated or becomes insolvent, applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the contractor is granted a moratorium or a stay or is declared insolvent; (c) the contractor makes an assignment for the benefit of one or more of the contractor's creditors; (d) a receiver is appointed on account of the insolvency of the contractor; (e) the contractor offers a settlement in lieu of bankruptcy or receivership; or (f) the Authority reasonably determines that the contractor has become subject to a materially adverse change in the financial condition that threatens to endanger or otherwise substantially affect the ability of the contractor to perform any of the obligations under the contract.

29. In the event of any termination of the contract, upon receipt of notice of termination by the Authority,

the contractor shall, except as may be directed by the Authority in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the contract to a close in a prompt and orderly manner and, in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the contract had been completed, would have been required to be furnished to the Authority thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that the Authority may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the contract that is in the possession of the contractor and in which the Authority has or may be reasonably expected to acquire an interest.

30. A contractor may terminate the contract if: (a) the Authority is in arrears of any payment due under the contract for more than 30 days; (b) the Authority is in breach of any of the terms or conditions under the contract.

31. In the event of any termination of the contract, the Authority shall only be liable to pay the contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the Authority in accordance with the requirements of the contract. Additional costs incurred by the Authority resulting from the termination of the contract by the contractor may be withheld from any amount otherwise due to the contractor from the Authority.

XIV. Non-exclusivity

32. The Authority shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the contract, from any other source at any time.

XV. Taxation

33. Article 183 of the United Nations Convention on the Law of the Sea provides, inter alia, that within the scope of its official activities, the Authority, its assets and property, its income and its operations and transactions, authorized by the Convention, shall be exempt from all direct taxation, and that goods imported or exported for its official use shall be exempt from all customs duties. The Authority shall not claim exemption from taxes that are no more than charges for service rendered.

34. In the event that any governmental authority refuses to recognize the exemptions of the Authority from such taxation and customs duties, the contractor shall immediately consult with the Authority to determine a mutually acceptable procedure. The Authority shall have no liability for taxes, duty or other similar charges payable by the contractor in respect of any amounts paid to the contractor under the contract, and the contractor acknowledges that the Authority will not issue any statements of earnings to the contractor in respect of any such payments.

XVI. Settlement of disputes

35. Amicable settlement. The Authority and the contractor shall use their best efforts to amicably settle any dispute arising out of the contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the applicable Conciliation Rules of the United Nations Commission on International Trade Law (UNCITRAL), or according to such other procedure as may be agreed between the parties in writing.

36. Arbitration. Any dispute between the parties arising out of the contract, or the breach, termination or invalidity thereof, unless settled amicably as provided above, shall be referred by either of the parties to arbitration in accordance with the applicable UNCITRAL Arbitration Rules. The number of arbitrators shall be three. The language to be used in arbitral proceedings shall be English. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered

as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

XVII. Privileges and immunities

37. Nothing in or relating to the contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Authority and its officials.

XVIII. Miscellaneous

38. The contract may be executed by parties with the use of electronic signatures in several counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

39. The contract embodies the entire agreement and understanding between the contractor and the Authority and supersedes any and all prior agreements and understandings between parties.