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GP 00-15

ETP Joint Venture (JV) Usage Agreement

Group Practice

**BP GROUP
ENGINEERING TECHNICAL PRACTICES**

Foreword

This revision of GP 00-15 modified only the front matter so revisions are not identified.

This Group Practice (GP) should be used as the basis for developing a legal agreement between BP and any joint venture (JV) to govern the usage of BP's Engineering Technical Practices (ETPs) by that JV. It may be used "as-is" except that specific company names and individuals should be defined before execution as indicated by the blue text and the signature page. The BP signature is normally executed by the Head of Engineering Standards and the original is filed within BP's legal department via the BP Group ETP team.

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BP GROUP ETP USAGE AGREEMENT

This BP Group ETP Usage Agreement ("this Agreement") is made by and between BP (either BP International Ltd or BP America Inc) ("BP") having offices at (either BP Business Park, Chertsey Road, Sunbury on Thames, Middlesex TW16 7LN, United Kingdom or 4101 Winfield Road, Warrenville, Illinois 60555 USA), and Joint Venture Operating Company ("JV"), having a physical and mailing address of (country in which the operating asset is located).

- Whereas BP or a BP Affiliate and Partner have formed and have a joint economic interest in JV.
- Whereas, in pursuance of the commercial objectives of the JV, BP wishes to disclose certain Engineering Technical Practices and associated Confidential Information owned by the BP Group to the JV for use by the JV.
- Whereas Partner is agreeable to JV receiving said Engineering Technical Practices and Confidential Information and treating it as confidential within the JV.

Now, in accordance with the premises made above it is agreed as follows.

1. Definitions:

- a. "Affiliate" means a Party's ultimate parent company and any company more than 50% of whose capital stock is owned or controlled, directly or indirectly, by such ultimate parent company. In the case of BP said ultimate parent company shall be BP plc.
- b. "Disclosing Party" means BP or its Affiliates or JV as the case may be disclosing ETPs and/or Confidential Information to a Receiving Party under this Agreement.
- c. "Party" means BP or JV as the case may be and "Parties" means BP and JV.
- d. "Partner" shall mean any Person having an equity or other ownership interest in JV other than BP or its Affiliates.
- e. "Person" shall mean, without limitation, any corporation, company, entity, trust, group, partnership, or individual.
- f. "Receiving Party" means BP or its Affiliates or JV as the case may be receiving ETPs and/or Confidential Information from a Disclosing Party under this Agreement.
- g. "Representatives" means directors, officers, employees, partners, lenders, agents, representatives, financial advisors, consultants, attorneys, and accountants of the Parties and/or their Affiliates.
- h. "Confidential Information" means any information relating to or arising from ETPs which a Disclosing Party designates as confidential to a Receiving Party at the time of its disclosure.

