

## Dubai Supply Authority [DUSUP] Standard No Objection Certificate [NOC] Conditions

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## Approval

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## 1. General NOC Conditions

Contractors are required to comply with all general NOC conditions listed below.

The Pipelines Owners that fall under these general conditions are:

- Dubai Supply Authority (DUSUP)
- ENOC Group
- EMDAD
- Dolphin Energy (DEL)

DUSUP is the Pipeline Authority in the Emirate of Dubai and are a Main Processor in the RTA's E-NOC System.

1.1 Dubai Supply Authority (DUSUP) No Objection Certificate (NOC) is mandatory for any activity within NOC Zones of the Hydrocarbon pipeline and related facilities in the Emirates of Dubai and/or inside the fenced pipeline corridor.

1.2 DUSUP NOC Zones are:

- a) 60 meter either side from the center of pipeline owners' pipelines or 60 meter from DUSUP Corridor limit / pipeline owner's facilities.
- b) 10 meter either side of the pipelines located within DEWA or EGA (DUBAL) Plot limits.
- c) 5 meter either side from the center of 8" Shell pipeline (Abandoned, Positively Isolated).
- d) Margham Field Safety Zone.
- e) 10m radius buffer for all abandoned wells (Positively Isolated).
- f) 500m buffer for LNG Terminal and associated pipeline.
- g) 300 meter for High Voltage Over Head Lines parallel to hydrocarbon pipelines/pipeline corridor.
- h) 500 meter for Subsea Pipelines.
- i) 500 meter for Land Use Planning adjacent to DUSUP Pipeline/Pipeline Corridor.
- j) ½ LFL distance from credible leak scenario i.e., above ground flanges / valves.

1.3 DUSUP NOC is applicable for Hydrocarbon pipeline and related facilities that are owned and/or operated by Dubai Supply Authority (DUSUP), Dubai Petroleum Establishment (DPE) Offshore Subsea, Shore pipelines and Onshore Pipelines, Emirates National Oil Company (ENOC) Group, EMDAD (An Emarat, BP and Shell JV) and Dolphin Energy Limited (DEL).

1.4 DUSUP NOC is applicable for fenced and unfenced hydrocarbon pipelines in the DUSUP corridor, utility corridor or Road Right of Way (ROW).

1.5 DUSUP NOC is also applicable for Hydrocarbon pipelines and related facilities inside Jebel Ali Free Zone (JAFZA).

- 1.6 DUSUP NOC is issued as part of the RTA NOC through the RTA eNOC system. DUSUP NOC will include a list of General NOC Conditions that are mandatory for all DUSUP NOCs and Specific NOC conditions that are mandatory to the specific applicant scope of work. Manual NOCs are no longer accepted by DUSUP.
- 1.7 DUSUP NOC require all works within 10 meters of the Hydrocarbon pipeline(s) and related facilities in unfenced areas (including the RTA ROW interface), and all works inside the fenced areas to be supervised by **Pipeline Owners Representative**, whose main duty is to witness NOC works and ensure the contractor compliance with all NOC conditions.
- 1.8 Contractor must obtain DUSUP NOC prior to commencing work within **NOC Zones** of the Hydrocarbon pipeline and related facilities.
- 1.9 Contractor must obtain DUSUP NOC prior to commencing work within **10 meters** of DUSUP pipelines within the boundary of Emirates Global Aluminum (EGA), DEWA Jebel Ali Power Station (JAPS), DEWA H Station at Al Aweer and the DEWA Hassyan Power Plant.
- 1.10 Contractor must comply with all General and Specific DUSUP NOC condition. A copy of the NOC must remain at the work site during the work.
- 1.11 If the Contractor does not accept or agree to any DUSUP NOC conditions, the Contractor shall not start the work at site. Contractor should contact DUSUP to resolve the issue prior to commencement of work.
- 1.12 Approval to cross DUSUP corridor shall neither dilute DUSUP's right to operate, maintain and improve the existing pipeline or related assets nor shall anyway restrict construction, operation, maintenance, or improvement of future pipelines within the DUSUP corridor at the proposed crossing location. Contractor shall adequately protect their asset (via sleeves or similar) within DUSUP's corridor such that future maintenance or construction of DUSUP asset within DUSUP corridor is not hindered or compromised by existing utilities.
- 1.13 No structure at the edge of the pipeline corridor shall be such that it will hinder construction of future pipelines within DUSUP corridor.
- 1.14 DUSUP No Go Zone is defined as the area within the DUSUP pipeline corridor, or 5 m either side of the DUSUP pipelines in unfenced areas. No structures or assets shall be located within this zone.
- 1.15 Contractor site supervisory staff and site foremen must attend DUSUP mandatory **Pipeline Safety Training** and obtain valid **Pipeline Safe Supervisor Card** prior to commencing work at site. To organize Pipeline Safety Training, please visit <https://www.dusup.ae/noc/pipeline-safety-training/> and follow the instructions accordingly. The Pipeline Safe Supervisor Card are electronic and shall be saved to the contractor supervisors / foreman mobile phone / tablet and shall be shown to the Pipeline Representatives and Patrollers at request. Note: Mechanical excavation and/or earth movement equipment operators may also require DUSUP Safety Pipeline Training. Consult with Pipeline Patroller and/or Pipeline Representative at site.
- 1.16 Contractor site supervisory staff and site foremen with valid **Pipeline Safe Supervisor Card** must be present at the work site at all times during working hours. At no point shall personnel with Pipeline Safety Training not be present at site during work within DUSUP's corridor or 10 m either side of the pipeline in unfence areas. Pipeline representative reserves the right to stop all work if no Pipeline Safety Trained personnel are present, and will stop work until the Pipeline Safety Trained person is on site.

- 1.17 Any NOC related work inside ENOC Group facilities / premises needs ENOC Group Concern Affiliates permit, and work crews shall undergo Concern affiliate's separate Safety Induction Training and Permit to Work system training.
- 1.18 In case of emergency and/or damage to the pipeline, Contractor must stop all work activities, evacuate the work site, and report emergency and/or damage immediately to the following contacts:
- Pipeline Patroller and/or Pipeline Representative at site or
  - DUSUP Gas Control Station (GCS) 24/7-Telephone number: (04) 880-1867
  - EMDAD Control Room 24/7-Telephone number: (04) 887-3487, Mobile:(055) 833-8566
  - Dolphin Energy Control Room 24/7-Telephone number: (02) 562-7372
  - ENOC Group Jet Fuel Pipelines (related to existing EPPCO Aviation & HEJP Jet Fuel Pipelines) - EPPCO Aviation 24/7 Emergency number: (04) 209-8000

There are a number of additional control room numbers associated with ENOC Group within the Jebel Ali Area. Contractor shall refer to the ENOC specific conditions for any additional emergency numbers that shall be contacted during an emergency.

- 1.19 Pipeline Patroller and/or Pipeline Representative is authorized to **STOP THE WORK** that (s)he considers unsafe to personnel, pipelines assets, facilities, or the environment and/or works that are in violation of the DUSUP NOC conditions. Pipeline Patroller and/or Pipeline Representative will issue a **STOP WORK ORDER** that will describe the observation and corrective action. Should the violation be defined as seriously negligent or if the contractor is a repeat offender, DUSUP may request RTA to fine the contractor as per Executive Council Resolution 54/2021.
- 1.20 Contractor must implement **STOP WORK ORDER** corrective actions prior to resuming works. All additional agreed conditions resulting from the **STOP WORK ORDER** will be considered as part of the DUSUP NOC condition.
- 1.21 Contractor shall safely execute all works and wear the required PPE in accordance with the Dubai Municipality Code of Construction Safety Practice.
- 1.22 Contractor must not block or restrict access for the Pipeline Patrol at any time, before, during or after the work.
- 1.23 Contractor equipment and/or vehicles are not allowed to cross a pipeline except in the authorized pipeline crossings. The Pipeline Representative will confirm safe crossing locations and advise whether they are heavy vehicle crossings or restricted to light vehicles only. In case the contractor requires to use an existing crossing that has poor soil conditions or inadequate pipeline depth as advised by the Pipeline Representative, Contractor shall not utilize the crossing until approval provided by DUSUP. No parking of vehicles, machinery or cranes shall be within pipelines 5 m No Go Zone and any unprotected underground hydrocarbon Pipelines.
- 1.24 Contractor must relocate Cathodic Protection (CP) Systems including test posts, warning signs and vent pipes where the work is being conducted to a suitable safe location at the cost of the contractor, and as per DUSUP and Pipelines Owners approved design, vendor requirements and instructions.
- 1.25 No lifting of loads or suspended loads are allowed above the pipelines and above ground facilities.
- 1.26 Soil Investigation bore holes must be located at minimum separation distance of 10 meters from the existing pipeline(s). Any deviation from this requirement shall require DUSUP approval.

- 1.27 Dewatering well points must be located at minimum separation distance of 5 meters from the existing pipeline(s), on the basis that the exact pipeline location has been confirmed. Any deviation from this requirement shall require DUSUP approval. Further, dewatering pumps shall not be located within 10m of the nearest pipeline in the DUSUP unfence corridor, and shall not be located within the fenced DUSUP pipeline corridor due to potential of water leaks affecting the pipeline.
- 1.28 No parallel services are permitted inside the pipeline corridor. All buried parallel services outside the pipeline corridor must maintain a minimum 10 meters horizontal separation distance from the nearest hydrocarbon pipeline. Any reduction in separation distance shall require DUSUP approval.
- 1.29 No Smoking is permitted inside DUSUP fenced Pipeline Corridor and 10 meters distance from any existing pipelines in unfenced areas.
- 1.30 No photography / drone recording is allowed in the pipeline corridor without DUSUP prior approval. Non-intrinsically safe equipment is not permitted within 10 meters from above ground / exposed pipeline(s) and other facilities such as block valve stations, pigging stations and DUSUP manifold area in DUBAL corner plot near Interchange 7 of Sheikh Zayed Road, unless a permit is raised.
- 1.31 DUSUP Permit to Work is required for any work involving open flame / hot work spark potential or other sources of ignition (such as non-intrinsically safe equipment) within 10 meters of an exposed DUSUP pipeline, and within classified areas such as block valve stations (BVS), Pigging Stations and DUSUP Manifold area in DUBAL Corner plot near Interchange 7 of Sheikh Zayed Road etc. Any work on the pipeline itself (i.e., UT Test, tie-in work, coating repair) or connected to the pipeline (i.e., CP Post, Pipeline Sleeve / Culvert Vent) shall require a Permit to Work.
- 1.32 Contractor shall ensure that petrol driven cars are kept out with 10 m of above ground / exposed assets, and are not left on idle within the pipeline corridor. Heavy vehicle working near the pipeline shall be equipped with spark arrestor.
- 1.33 The consumption of alcohol on site or within the pipeline corridor is strictly prohibited. Anyone found to be under the influence of alcohol or other controlled substance will be removed from site and not permitted to return. Legal proceedings will be imposed against violator.
- 1.34 In case contractor requires to remove part of the existing pipeline corridor fence, contractor must erect a security fence as approved by DUSUP prior to removal of existing fence. At the end of the project Pipeline Corridor fence must be re-instated. Contractor must transport permanently removed DUSUP materials to DUSUP Storage area as directed by Pipeline Patroller and/or Pipeline Representative. For reinstatement of fence, DUSUP approved contractor shall be utilized, unless contractor can prove competency in fence installation works. The reinstated fence shall be approved by Pipeline Representative prior to demobilization of contractor.
- 1.35 Temporary equipment and structures located within the pipeline corridor shall be removed at the date and time specified in the approved NOC. Extensions to the temporary equipment / structures shall be relayed to DUSUP two weeks prior of specified removal date, and no extensions shall be provided until approved by DUSUP. Contractor shall remove the temporary structure / equipment as per the approved Method Statement and if the structure is within 10 m of the pipeline, a Pipeline Representative shall be present.
- 1.36 All vehicles entering the pipeline corridor must have a valid registration and shall only be permitted with the Pipeline Patroller / Pipeline Representative present. Driver must have a valid

driving license. Driver must strictly adhere to 40 km/hr speed limit inside pipeline fenced corridor.

1.37 No storage of fuel or flammable chemicals are permitted inside the fenced pipeline corridor or within 10 meters of unfenced pipelines and assets.

1.38 Contractor must comply with the following conditions when working within 10 meters of a hydrocarbon pipeline and for the work inside fenced corridor:

- Contractor shall organize for on-site presence of a Pipeline Representative for work within 10 m of DUSUP Pipelines, or within fenced corridor. Contractor must notify the respective Pipeline Owner four (4) working days prior to commencement of work to arrange a Pipeline Representative. No work shall be conducted if the Pipeline Representative is not available. The Pipeline Owners contacts are:
  - DUSUP Onshore Pipeline Right of Way Control Room **(04) 802-8720 / (050) 910-4642** and Email: **Work.NOC@dusup.ae**.
  - For work within 10m of EMDAD pipeline, DUSUP shall be contacted.
  - ENOC Group EPPCO Aviation Pipeline Supervisor **(050) 240-2879 / Easnakepipeline@enoc.com**
  - For work in the vicinity of DEL pipelines, please refer to DEL Specific Conditions.
- Depending on work locations with Jebel Ali Free Zone, additional work intimation requests may be required for ENOC Group and their affiliates. Please refer to ENOC Specific NOC conditions for contact details.
- Contractor shall provide a valid NOC copy, approved NOC Documents and site in-charge contact details when providing work intimation. Copy of a valid NOC, NOC Approved drawings and document shall always be kept at site and shall be presented / shown during Pipeline representative visit. Further, contractor shall provide advanced notification of commitment of specific work to be conducted as part of the construction in the intimation.
- DUSUP and EMDAD Pipeline working hours are limited to 07:00 to 17:00 hours. No work is permitted on Sundays or Public Holidays. In the case of urgent requirement out with specified times, a formal written request must be submitted to DUSUP addressed to the Right of Way Team (**work.noc@dusup.ae**) for approval. Requests must be submitted at least two working days in advance of the proposed work. Such requests will be considered on a case-by-case basis.
- ENOC pipeline working hours are limited to 07:00 and 17:00 hours. No work permitted on weekends (Saturdays or Sundays) or Public Holidays.
- DEL pipeline working hours are limited to: Monday to Thursday - 07:00 to 15:00 hours and Fridays - 07:00 to 12:00 hours. No work permitted on weekends (Saturdays and Sundays) or Public Holidays.
- Contractor must conduct continuous gas monitoring when working within 10 meters of the exposed hydrocarbon pipeline / deep excavations / confined spaces to ensure that the work area is safe and gas free.
- Heavy equipment may not approach within 10 meters of a pipeline or related facility except at established safe pipeline crossings.
- The vibratory equipment on vibration mode must not be used within 10 meters distance from the existing pipelines unless the contractor carries out vibration test in the presence of DUSUP representative by third party testing agency to demonstrate that the vibration



level (peak particle velocity) is less than 40 mm/s. A separate technical approval from DUSUP is required for the use of compactor on vibratory mode, and use of such equipment must be included in the approved method statement within the NOC application.

1.39 Contractor must comply with the following conditions when working within 5 meters of the pipeline in addition to the previously detailed conditions:

- Excavation shall be by hand shovel only. No pickaxes, power digging equipment or machines of any kind shall be allowed.
- Minimum 5 meter clear separation distance must be maintained from the nearest Hydrocarbon Pipeline and the edge of any bridge foundation or road embankment support structure at the new bridge or elevated road crossings.

1.40 Contractor must comply with the following conditions when conducting excavations works. Trial Pit NOC will have additional Specific Conditions:

- Before any excavation is conducted near a buried pipeline, the pipeline location must be confirmed with a Pipeline Locator / Pipeline Scanner device and its depth must be verified by hand digging trial pit(s) attended by a Pipeline Representative. Upon locating the pipelines, the trial pit reports shall be shared with concerned pipeline owner with DLTM coordinates.
- A suitable safety barrier, approved warning signs and warning night lights must be placed around any excavation area. The pipeline must be protected at all times and must not remain exposed overnight.
- Shoring, step cutting (battering), or sloping must be provided for excavations deeper than 1.2 meters. Depending on the soil type, the step cutting / sloping angle shall be determined prior to the excavation. If the soil type of excavation is unknown, the soil must have a step cut / slope of 1 ½ horizontal to 1 vertical (34 degrees).
- Plastic spades must be used while excavating within 0.5 meters distance from the existing pipeline and 2.0 meter either side of Jet Fuel Pipeline to avoid any damage to fibre optic cable.
- If an excavation trench is more than 2.5 meters wide, the support method for pipelines must be pre-approved by DUSUP as part of NOC review.
- Prior to back filling, any exposed pipe must be inspected and cleared by the Pipeline Representative.
- In desert areas, back filling around the pipeline(s) must be with clean "sifted" dune sand of low chloride content (less than 0.05 percent), compacted to at least original density by hand. In other areas, a minimum 300 mm backfilling around the pipeline must be completed with dune sand or clean sand of low chloride content (less than 0.05 percent) mixed with sufficient water and compacted in 0.1 m layers to original density by hand. The sand must be free of any large stones stone (i.e., less than 3" or half the size of backfill layer whichever is less) all organic material, debris, or other deleterious material. Potable/clean Water shall be used during soil compaction. Contractor shall avoid usage of unclean/salt water or high salinity.

1.41 For piping / pipelines tying into existing DUSUP network, or for new independent pipelines being constructed and commissioned within DUSUP's corridor, a Gas In / Commissioning NOC is required from the Contractor to ensure that all relevant documentation is reviewed and endorsed by DUSUP. Contractor shall raise a "DUSUP ONLY NOC" for the eNOC submission

and the minimum documentation required shall be as detailed in the relevant DUSUP Guideline.

- 1.42 Contractor shall be liable for any Pipeline Owner claims as a result of Contractor causing damage to the hydrocarbon pipelines, fiber optic cables, pipeline fence, warning signboards, pipeline markers, CP post, CP system damages, pipeline corridor, pipeline berm pipeline protective coating and physical pipeline damage and/or related equipment, facilities, structure and/or buildings. DUSUP shall not be held liable for damage caused by Contractor to third party pipelines.
- 1.43 Contractor shall bear the cost of temporary precautions and damage repairs to the pipeline owner's specifications, design, approved vendor requirements.
- 1.44 Contractor shall pay the cost of damage to the Pipeline Owner including all associated cost in loss in revenue and the cost for reinstating the area to its original condition. The amount shall not be less than the schedules of compensation set forth for by existing laws for the Emirate of Dubai as well as any other applicable schedule of compensation enforced in the UAE.
- 1.45 In the event that a Contractor's activity results in injury, damage or loss to any third-party personnel or facilities, the Contractor shall compensate accordingly and hold the pipeline owners harmless from all resulting consequences.
- 1.46 Neither the issue by DUSUP of a written NOC, nor the presence of a Pipeline Representative at the work site nor any instructions of a Pipeline Representative, will relieve the contractor of its sole responsibility for the works and the manner in which they are carried out.
- 1.47 NOC Applicant shall adhere to Dubai Municipality's 'Technical Guidelines for Management of Heat Stress at Work' (Ref. DM-HSD-GU38-MHSW2) to ensure safe working conditions for their contractors at site.
- 1.48 DUSUP do not approve NOCs of DEWA assets located within the DUSUP pipeline corridor and as such, NOC applicant must secure separate NOC approval from DEWA IIPD department.
- 1.49 Contractor must apply the following conditions when conducting work within the DUSUP/DPE Offshore Pipeline NOC Zone:
  - Any marine spread nominated for works within the NOC boundaries of DUSUP/DPE assets shall be thoroughly inspected, certified, and warranted 'fit for purpose' by an independent 3rd Party Marine Warranty Survey Company appointed by the Contractor. The documentation applicable to the works shall be submitted as part of the NOC application for review by DUSUP/DPE at least 14 working days in advance.
  - Drilling activities shall be carried out in dayshift only. All activities shall be carried out in the presence of DPE nominated 3rd party marine warranty surveyor.
  - Manoeuvre of any marine craft / drilling rig shall be limited to 20m towards DPE pipelines from the proposed borehole alignment.
  - At least 1 week weather forecast data shall be maintained.
  - Based on the weather forecast, rig shall be pulled to the safe area for berthing 24 hours before weather exceeds the limiting sea state. Re-positioning of rig shall be after obtaining necessary approval from the DPE nominated 3rd party marine warranty surveyor.

Additional specific conditions will be provided upon review of the NOC.

## 2. Informational NOC Conditions

- 2.1 In DUSUP approving the NOC and agreeing to make the information available to the NOC Applicant, the NOC Applicant shall hereby agree to the following Terms and Conditions (the "T&Cs"):
- 2.2 For the purposes of this NOC approval, Confidential Information means any and all information whether marked as "confidential" or not) of whatever nature, relating wholly or partly to (i) DUSUP; (ii) the Government of Dubai; and/or (iii) other pipeline owners, and each of their parent companies, subsidiaries and affiliates; (individually a "Disclosing Party" and collectively, the "Disclosing Parties"), which:
- a) is supplied by or on behalf of the Disclosing Party to the NOC Applicant, its agents, or advisers, whether orally, in writing or otherwise and whether before or after the approval of this NOC;
  - b) is obtained by the NOC Applicant, its agents, or advisers in writing or orally, through or following discussions with the management, employees, agents or advisers of the Disclosing Party;
  - c) is acquired by observation by the NOC Applicant, its agents or advisers at the offices or other premises of the Disclosing Party; or
  - d) consists of any reports, analyses, compilations, studies or other documents prepared by, on behalf of or for the Disclosing Party, and which contain, derive from or otherwise reflect any information described in (a), (b) and (c), above, in each case for the purposes of the Information NOC for facilitating the NOC Applicants' activities at the project locations specified in the request for Information NOC (the "Permitted Purpose").
- 2.3 in each case for the purposes of the Information NOC for facilitating the NOC Applicants' activities at the project locations specified in the request for Information NOC (the "Permitted Purpose").
- 2.4 Subject to paragraphs 2.5 and 2.6 of these T&Cs, the NOC Applicant shall keep the Confidential Information in strict confidence and shall only use the Confidential Information for the Permitted Purpose in accordance with the T&Cs set out.
- 2.5 The NOC Applicant shall be permitted to share the Confidential Information with the NOC Applicant's affiliates, professional advisers, agents, representatives and employees that require access to the Confidential Information strictly for, or in connection with, the Permitted Purpose and attainment of the project's objectives ("Authorised NOC Applicants"), provided that such Authorised NOC Applicant is made aware of: (i) the confidential nature of the Confidential Information; and (ii) the confidentiality obligations set out in these T&Cs. The NOC Applicant shall not disclose the Confidential Information to any persons or parties who are not Authorised NOC Applicants by any means whatsoever, including, without limitation, verbally, without DUSUP's prior written consent.
- 2.6 The undertaking in paragraph 2.3 of these T&Cs shall not apply to Confidential Information to the extent that any of the following circumstances apply to such Confidential Information:
- a) the Confidential Information is already in the public domain when it is first disclosed to the NOC Applicant; or

- b) the Confidential Information is required to be disclosed by applicable laws, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits and regulatory licenses which are in force from time to time. If the NOC Applicant reasonably believes that this sub paragraph (b) applies, it shall, as far as it is lawful to do so, first consult the relevant Disclosing Party to give the Disclosing Party an opportunity to contest the disclosure and then take into account the Disclosing Party's reasonable requirements about the proposed form, timing, nature and extent of the disclosure.
- 2.7 The NOC Applicant acknowledges that the Confidential Information shall remain the property of the relevant Disclosing Party, and no right or license is granted to the NOC Applicant in respect of the Confidential Information. The NOC Applicant shall not make any additional copies of the Confidential Information in written or other tangible forms, and shall destroy all Confidential Information, including, without limitation, from all electronic storage devices upon completion of the Permitted Purpose.
- 2.8 The Disclosing Parties make no representations or warranties hereunder, either express or implied, as to the accuracy, completeness, quality or fitness for any particular purpose of the Confidential Information, or as to the reasonableness of any assumptions on which it is based and the NOC Applicant acknowledges the inherent risk of error in such Confidential Information including, without limitation, any analyses or conclusions derived therefrom. The Disclosing Parties, their affiliates and their employees, officers and directors shall have no liability whatsoever with respect to the use of, or reliance upon, the Confidential Information by the NOC Applicant, an Authorised NOC Applicant, or any other person. Where the Confidential Information relates to buried pipelines/services, the NOC Applicant shall verify the actual location of buried pipelines/services by trial pit.
- 2.9 The NOC Applicant hereby agrees to indemnify and keep indemnified each Disclosing Party against any costs, claims, demands, expenses (including legal and professional fees), losses or liabilities arising out of any breach by the NOC Applicant, an Authorised NOC Applicant or by any person to whom the Confidential Information is disclosed by the NOC Applicant, of its obligations in relation to the Confidential Information.
- 2.10 The NOC Applicant and each of its respective Authorised NOC Applicants acknowledges that the Disclosing Parties may be irreparably harmed by any breach of the T&Cs, and that damages alone may not necessarily be an adequate remedy. Without prejudice to any other rights or remedies of the Disclosing Party, if a breach of the T&Cs occurs or is threatened, the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, may be available.
- 2.11 These T&Cs shall continue to operate indefinitely (the "Term").
- 2.12 If and to the extent that any provision of the T&Cs is held to be invalid or unenforceable, the parties agree to interpret that provision so as to enable it to have its intended effect (so far as it is not invalid or unenforceable) and everything else in the T&Cs shall continue to be binding.
- 2.13 These T&Cs are governed by the laws of the Dubai International Financial Centre (the "DIFC"), United Arab Emirates. The DIFC courts shall have exclusive jurisdiction to hear any disputes arising out of or in connection with these T&Cs.

### **3. Specific NOC Conditions**

- 3.1 Pipeline Owners will issue additional specific Technical, Safety and Operational Conditions for every specific work scope.

- 3.2 Consultant and Contractors shall review and comply with all the DUSUP Guidelines which are published in DUSUP webpage to guide NOC applicants (Consultants & Contractors) on the requirements for NOC application acceptance. Link to all DUSUP Guidelines are detailed in: <https://www.dusup.ae/noc>
- 3.3 Deviated NOC submission requirements shall lead to a delay in DUSUP NOC approvals.
- 3.4 Contractor must comply with Dolphin Energy NOC and their Standard & Specific Conditions while working within 50 meters of Dolphin Energy Pipeline.

**4. NOC Revalidation Conditions**

- 4.1 Revalidation requests must include statement from the applicant that there has been no change to the original work scope and that all site conditions remain the same.
- 4.2 NOC revalidations are to be submitted with necessary revised completion plan/schedules along with necessary updated details/drawings commensurate with the ongoing project.

**5. NOC Closeout Conditions**

- 5.1 All Construction NOCs for works at the DUSUP corridor limit or crossing the DUSUP corridor / pipelines must be closed within 30 days of completion of the work. However close out inspection shall be conducted prior to demobilization of contractor from site. The procedure for NOC Close out is as follows:
  - The Customer must submit a NOC Close out request with the approved as-built drawings in DLTM coordinates datum (Autocad and PDF) and a copy of original NOC and last NOC revalidation for DUSUP NOC Close out approval.
  - DUSUP will then advise the customer (by posting a comment on the RTA E-NOC system) to submit an email request to concerned pipeline owners for an appointment for the filed verification of NOC work and submitted as-built drawings.
  - The Contact details for the field verification by DUSUP/DPE and other pipeline owners are as follows:

Company	Email	Contact Number
DUSUP	Work.NOC@dusup.ae	048028720 0509104642
EMDAD	EMDAD-NOC@emarat.ae	052646 5160
DEL	DOLPHIN-NOC@dolphinenergy.com	0508189116 0566279027 0509044303
EPPCO Aviation	easnakepipeline@enoc.com	050-2402879 056-5204584 to 86 04-4309378

For close outs within ENOC Group facilities / premises, contact details as provided in the specific NOC conditions shall be followed.

- The customer shall then arrange field verification and upload signed DUSUP Field Verification Report and revised as built drawings (if applicable) in e-NOC and notify completion of field verification by posting comment in e-NOC so that NOC Close out can be approved.

- 5.2 The Close out request for the NOCs affecting other pipeline owners (ENOC Group, EMDAD and Dolphin Energy) pipelines or assets shall be forwarded to the respective pipeline owner for review and approval. DUSUP will issue a formal confirmation of the closure of NOC after receiving pipeline owner's approval.
- 5.3 Close out request for each approved Construction NOC must be submitted separately via a "Final Clearance" NOC. In case of any procedural discrepancies between the various approving departments, customer may submit separate NOC Close out to DUSUP by choosing "DUSUP NOC" type in e-NOC after consultation with DUSUP. Note, the "Final Clearance" NOC may incorporate a large area of Dubai, therefore at the request of DUSUP, contractor may be asked to raise individual "DUSUP" NOCs to close out individual areas of interest, before the "Final Clearance" NOC is provided by DUSUP. DUSUP NOC Engineer shall guide Contractor in the process of closing out the NOCs.
- 5.4 DUSUP reserves the right to withhold future NOC applications for Contractors that do not close out previously approved NOCs to DUSUP requirements, or do not close out the NOC within the specified 30-day time frame upon completing the work.
- 5.5 Upon completion of the work, the contractor must complete the following to the satisfaction of the Pipeline Representative:
- a) Walkthrough to verify the work is completed
  - b) Restore pipeline berm or covering to its original condition,
  - c) Clear all rubbish and excess materials,
  - d) Remove all temporary protection, barriers, facilities, and equipment,
  - e) Restore the pipeline corridor and related facilities to the original condition.
- This will be verified by the Pipeline Representative during the close out inspection.
- 5.6 Any sub-standard work that comes to the attention of the Pipeline owner within a period of 12 months shall be suitably rectified by the respective contractor upon identification.