

# **COOPERATION AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF CASTILLA-LA MANCHA, SPAIN,**

**AND**

**SCHLUMBERGER  
TECHNICAL SERVICES INCORPORATED**



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In Ciudad Real, on the 5<sup>th</sup> of October 2005

## **ASSEMBLED**

Representing the University of Castilla-La Mancha (henceforth UCLM), the administrative offices of which are located in Ciudad Real, (50 Altagracia Street), CIF (fiscal code) Q-1368009-E, is Mr Ernesto Martínez Ataz, Rector of the University of Castilla-La Mancha.

And representing Schlumberger Technical Services Incorporated (henceforth Schlumberger), located at Carretera de Aeropuerto, KM 5, Malabo, Equatorial Guinea, is Mr Uwem Ukpong the OFS Manager at Schlumberger.

## **WE DECLARE**

- 1.- THAT, both UCLM and Schlumberger have expressed interest in developing specific Cooperation Programs in the fields of higher education, human resource training and technology transfer.
- 2.- THAT, Schlumberger, an oilfield services company has a large staff of personnel specializing in oil and gas field exploration.
- 3.- THAT, UCLM is dedicated to training technicians and specialists in fields related to Mechanical, Electrical, Civil Engineering and Probing and Prospecting Mines and Explosive and Combustible Energy Resources.
- 4.- THAT, both UCLM and Schlumberger are interested in training engineers and technicians in fields related to oil and gas.

## **CLAUSES**

### **FIRST. - OBJECTIVE**

The objective of this Agreement is to facilitate the cooperation between both parties to select outstanding high school graduates from Equatorial Guinea who show interest in energy engineering in order to offer them training in Mechanical, Electrical, Civil Engineering and Probing and Prospecting Mines and Explosive and Combustible Energy Resources.

### **SECOND.- REACH**

To set forth the terms of this cooperation Agreement:



- ◆ The number of students from Equatorial Guinea that will participate in this program each year will be determined by mutual Agreement between Schlumberger and the UCLM.
- ◆ UCLM will award scholarships and full tuition waivers to said students for one year, renewable for a maximum of five years, depending on the students' progress at UCLM. Students will be evaluated by their tutors.
- ◆ UCLM will assume the task of guiding and supervising said students.
- ◆ UCLM will train the students from Equatorial Guinea and provide them with access to engineering courses that are relevant to Mechanical, Electrical, Civil Engineering and Probing and Prospecting Mines and Explosive and Combustible Energy Resources.
- ◆ UCLM will offer the students complimentary courses in English, both in the classroom and on-line with the objective of improving their ability in English such that they will be able to operate effectively within an English speaking business environment.
- ◆ Schlumberger will cover the annual costs for transportation, room and board to said students from Equatorial Guinea at university dormitory. This financial aid is renewable annually for up to a maximum period five years depending on the students' progress at UCLM each year. The student's progress will be evaluated by the student's tutors and conveyed to Schlumberger within fifteen (15) days after the end of each academic year. Schlumberger will then in its sole discretion decide whether to continue supporting the Student (s) based on the outcome of such annual evaluation.
- ◆ Schlumberger will grant each student from Equatorial Guinea €300 per month for personal expenses (textbooks, writing material, etc.).
- ◆ Schlumberger will confer UCLM the annual sum of €6.130 per student to cover the aforementioned costs. This amount will be deposited in the following UCLM bank account:
  - Bank: Caja Castilla-La Mancha
  - Address: Calle General Aguilera, nº 10
  - City: Ciudad Real, Post-code: 13.001
  - IBAN (International Bank Account Number: ES56 2105 2044 1201 4200 7000)
- ◆ Should Schlumberger deem it necessary to withdraw its support from a student(s) due to poor academic or disciplinary performance, such withdrawal shall be without prejudice to Schlumberger and Schlumberger shall have no liability towards UCLM or the student(s) whatsoever as a result of such withdrawal. This withdrawal shall not affect any accrued rights or liabilities existing at the date of withdrawal.

### **THIRD.- DURATION OF AGREEMENT**

The present agreement will be valid for a period of FIVE YEARS, except in the case that one of the parties wishes to cancel the Agreement. The desire to withdraw from the agreement must be expressed at least ONE YEAR prior to the deadlines established by the present agreement or any future extensions of it. This obligation shall not affect on Schlumberger's right to withdraw its support from an individual student(s) who is not performing satisfactorily academically.



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For the avoidance of doubt, Schlumberger shall be entitled to withdraw its support immediately for an individual student(s) without canceling this Agreement. In such an event the one year notice period shall not apply.

#### **FOURTH.- COLLABORATION ARRANGEMENT**

In order to develop this Agreement more effectively, a Monitoring Commission will be formed with the following characteristics and objectives:

- ◆ Coordinate and plan the activities related to the training of the students from Equatorial Guinea at the UCLM.
- ◆ The Monitoring Commission will be made up of an equal number of representatives from UCLM and Schlumberger.
- ◆ The Monitoring Commission will meet with the frequency needed in order to best develop the project or upon the request of either Party where such Party deems a meeting necessary.
- ◆ UCLM names Professor Luis Mansilla Plaza as coordinator for the cooperation between both parties, and Schlumberger names Ateh Taku as coordinator.

#### **FIFTH.- FINANCING**

Both parties will strive to include the necessary funds for this Agreement in their budgets and to seek out any necessary complementary subventions.

#### **SIXTH.- CANCELLATION**

Notwithstanding the term of this Agreement, each party has the right to terminate this agreement subject to the notice period set out in Clause 3 above. Termination of this Agreement under this clause shall be without prejudice to any other rights or remedies of either Party under this Agreement or at law and will not affect any accrued rights or liabilities of either Party at the date of termination.

If the present Agreement is cancelled, both parties will ensure that any projects and initiatives that have been started will be completed. However, where such projects or initiatives are phased or are capable of being phased, the phase then current of such project or initiative shall only be completed.



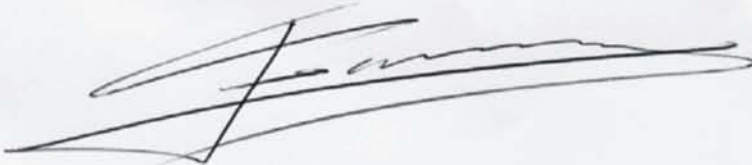
## SEVENTH.- GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed according to the laws of England. The Parties irrevocably agree that any dispute whatsoever arising from this Agreement shall be settled according to the following procedure:

1. The Parties shall firstly utilize their best efforts to attempt to settle the dispute amicably between them by negotiation. This entails that the one Party invites the other in writing to a meeting to attempt to resolve the dispute within thirty (30) days from the date of written invitation;
2. Should the negotiations fail to resolve the dispute; the Parties irrevocably agree that the dispute shall be finally settled by arbitration. The arbitration proceedings shall be conducted in English according to the UNCITRAL arbitration rules before a single arbitrator appointed in terms of those rules. The venue of the arbitration shall be London, England.

And as proof of our conformity, we hereby sign the present Agreement Ciudad Real on the fifth of October in the year two thousand and five

FOR THE UNIVERSITY OF  
CASTILLA-LA MANCHA



Signed.: Mr Ernesto Martínez Ataz  
Rector of the University of Castilla-La Mancha

FOR SCHLUMBERGER



Signed.: Mr Uwem Ukpong  
OFS Manager at Schlumberger

31 OCTOBER 2005

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