



MCS - DCS Interface Standardization

Membership Terms and Conditions

1. Introduction

- 1.1 MCS – DCS Interface Standardisation (MDIS) is an association of companies, whose vision is: “To promote the efficient development and utilisation of a standard interface between the MCS and the DCS within the international petroleum industry through education, dialogue, and information exchange. In effect – to develop a data handling solution to surface which is fully compatible with any subsea system.” MDIS consists of Members and a Steering Committee (as defined in paragraph 4 below).
- 1.2 Administrative services are provided by OTM Consulting Ltd. Please contact the MDIS Coordinator at OTM for additional information (Email: info@otmnet.com).
- 1.3 By applying for or renewing membership of MDIS, Members agree to be bound by the following Conditions.

2. Definitions

- 2.1 In these Conditions, the following capitalised words and expressions have the meanings set opposite them:

‘Affiliate’ means, in relation to a Member, any subsidiary, subsidiary undertaking or holding company thereof, or a subsidiary or subsidiary undertaking of any such holding company.

‘Confidential Information’ means, in relation to any Member, any technical or other information which is of a confidential or business-sensitive nature, and which is either designated as confidential or which the receiving Member ought reasonably to realise is confidential. Confidential Information includes, without limitation, Knowledge Sharing and Project IP.

‘Intellectual Property’ means any patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights,

rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

‘Knowledge Sharing’ means any information disclosed by or acquired from a Member in the form of a presentation including, without limitation, information about the disclosing Member, details of its products and services or case studies.

‘Non-Voting Member’ means any member (as defined by paragraph 3 of these Conditions) who is not subject to the rights of sub paragraphs 3.3(a), 3.3(b) and 3.3(c).

‘MDIS’ means MCS – DCS Interface Standardisation.

‘Member’ means any company which is or becomes a member of MDIS under paragraph 3 of these Conditions.

‘Member Group’ means one of the following categories to which a Member belongs: (a) Oil and gas operating companies; (b) Topside controls vendor; (c) Subsea controls vendors.

‘OTM’ means OTM Consulting Ltd. of Friary Court, 13-21 High Street, Guildford, GU1 3DG, UK.

‘Project IP’ means any set of guidelines or recommendations generated by a Working Group including, without limitation, recommended safety standards or test specifications.

‘Website’ means the website which can be accessed via the URL: www.mdis-network.com or any successor domain name.



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‘Working Group’ means any group formed for the purpose of focusing on a particular area of interest to MDIS.

3. Membership

3.1 To become a Member, applicants must complete and return the attached Membership Application Form and membership application fee to OTM. The application will be considered by the Steering Committee. OTM will inform the applicant by e-mail of the decision. An applicant shall be deemed a Member as from the date OTM confirms that the application has been successful.

3.2 MDIS's annual membership fee will be as set out in the Membership Application Form to which these Conditions are attached. The annual membership fee may be reviewed annually and is payable from January each year for the duration of MDIS. This fee is subject to UK VAT (where applicable) at the prevailing rate (currently 20%). If membership fees or renewal fees are not received by OTM in cleared funds within 6 months of their becoming due and payable, all membership privileges shall cease in relation to the Member whose fees are outstanding.

3.3 On being accepted as a Member, the Member shall appoint a representative. All Members (less Non-Voting Members) have equal representation in decision-making. Representatives shall have power to:

- (a) decide on changes to the MDIS objectives, work scope and/ or budget,
- (b) agree any changes to Members' and OTM's confidentiality obligations, and
- (c) elect the Steering Committee.

Non-Voting Members do not have any representation for decision-making and are excluded from rights expressed in subparagraphs 3.3(a), 3.3(b) and 3.3(c).

3.4 Decisions shall be made by the representatives by simple majority vote (with 2/3's of all members voting), except

for decisions to change Members' and OTM's confidentiality and Intellectual Property obligations, which require unanimity.

Members may terminate their membership by written notification to OTM. Termination will take effect at the end of the membership year in which notification was received by OTM.

4. Steering Committee

4.1 The Steering Committee consists of at least 1 representative from each Member Group. New members of the Steering Committee will be elected on an annual basis to provide advice and direction to OTM in regard to membership approval, meeting agenda & format, meeting minutes review, and direction on group activities. Incumbent Steering Committee representatives may be invited to remain for longer than 12 months to aid continuity, with agreement of Members.

5. Confidential information

5.1 Each Member and OTM agrees to keep secret the Confidential Information of every other Member and, subject to paragraphs 7 and 8, not to disclose the same to any third party other than any of its Affiliates or OTM, without the consent of the disclosing Member.

5.2 Technical information supplied by Members during MDIS meetings shall be considered Confidential Information and shall belong to the Member from whom such information originates.

5.3 The restrictions in this paragraph 5 shall not apply to any information which:

- (a) at the time of disclosure is in the public domain, or
- (b) after disclosure becomes part of the public domain (otherwise than through unauthorised disclosure of the disclosing Member, OTM or Affiliate), or
- (c) the receiving party can show was rightfully in its possession at the



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time of disclosure without limitation or restriction of disclosure, or

- (d) is independently developed by the receiving party.

6. Obligations

6.1 Members shall participate in and contribute to MDIS in a professional, fair and responsible manner. OTM will use its reasonable endeavours to ensure that MDIS is managed as specified in the membership proposal. OTM shall not be held responsible for errors, failures or omissions in execution of MDIS, which are due to the Members not meeting their obligations under these Conditions.

6.2 MDIS does not intend to produce any Intellectual Property which is patentable. Nonetheless, it may produce documents or material in which copyright subsists.

6.3 No Member is obliged to grant any licences of their pre-existing Intellectual Property or proprietary information to other Members and these Conditions shall not be construed as creating such an obligation.

6.4 Members are prohibited from taking any photographs, or making any video or audio recording of any MDIS meeting.

6.5 Members shall at all times keep confidential their Website login details and shall be liable for any loss or damage incurred as a result of any unauthorised disclosure of such details.

6.6 All new Members are required to attend a MDIS induction briefing during the first meeting which they attend.

7. Knowledge Sharing

7.1 Members shall not be obliged to disclose Knowledge Sharing to other Members but may do so on a voluntary basis. Any disclosure by a Member of Knowledge Sharing shall not affect any pre-existing Intellectual Property which that Member may own in such Knowledge Sharing.

7.2 Members and OTM to whom Knowledge Sharing is disclosed:

(a) shall not acquire any Intellectual Property in such Knowledge Sharing; and

(b) may share such Knowledge Sharing with their Affiliates and other Members, free of charge, but shall otherwise keep such Knowledge Sharing confidential in accordance with paragraph 5;

(c) shall, following the expiry or termination of their membership:

(i) remain entitled to use and/or share with their Affiliates and other Members, any Knowledge Sharing disclosed to them prior to the expiry or termination of their membership;

(ii) cease to be entitled to disclosure of Knowledge Sharing generated after the expiry or termination of their membership.

8. Project IP

8.1 Members of Working Groups shall not be obliged to contribute to Project IP developed by such Working Groups but may do so on a voluntary basis.

8.2 Members shall exercise good faith in disclosing to other Members of the Working Group and to OTM, in advance of any proposed development of Project IP and in any event within 6 months of their joining the relevant Working Group, any pre-existing patent which has been filed or registered which conflicts or is likely to conflict with such Project IP

8.3 The Intellectual Property in any Project IP developed shall vest absolutely in OTM on trust for the Members. Development of Project IP shall not affect any Member's pre-existing Intellectual Property.

8.4 Members to whom Project IP is disclosed:

(a) may share such Project IP with their Affiliates and other Members, free of charge and with non-



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Members who have paid a fee to be agreed by the Steering Committee but shall otherwise keep such Project IP confidential in accordance with paragraph 5;

10.2 MDIS's policy is to strictly adhere to competition law. Please refer to MDIS_Compensation Law Compliance_Apr 2010 for full details.

- (b) shall, following the expiry or termination of their membership:
 - (i) remain entitled to the beneficial part-ownership of any Project IP disclosed to them prior to the expiry or termination of their membership;
 - (ii) cease to be entitled to beneficial part-ownership of any Project IP developed after the expiry or termination of their membership.

9. Warranties and indemnity

9.1 Each Member warrants that it:

- (a) is entitled to supply any information or Intellectual Property which it supplies to MDIS, Members and OTM under these Conditions, having obtained all necessary consents and authorisations to do so; and
- (b) shall do all things necessary including executing such deeds and documents as are necessary to give effect to these Conditions.

9.2 If, owing to any error, failure or omission of OTM, any information supplied by OTM is proved to have caused a Member to suffer loss or damage, the Members agree that OTM's liability in respect of such loss or damage shall be limited to the cost of re-supplying the information provided by OTM.

10. Law and jurisdiction

10.1 These Conditions and any dispute arising under them (including non-contractual disputes) shall be governed by English law. Members agree to submit to the exclusive jurisdiction of the English courts.



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Membership Application form

Please complete and return with payment to: OTM Consulting Ltd., Friary Court, 13-21 High Street, Guildford, GU1 3DG, UK (phone: +44 1483 598000) Attention: MDIS Coordinator, fax: +44 1483 598010, e-mail: info@otmnet.com

Organisation / Company:

Hereby applies for membership to MDIS and agrees to abide by the MDIS Membership Terms and Conditions:

Signature: Date:

Surname: First name: Title:

Company mailing / invoice address:

Street: City: Country: Post code:

Order number (if applicable):

Invoices for attention of:

Company groups (please check one box only):

- Oil & gas operating companies
Topside controls vendor
Subsea controls vendors
Other
Non-voting member (trade association)

Primary MDIS representative:

(Communications from OTM & MDIS, other than invoices, will be sent to the primary representative)

Surname: First Name: Title:

Address (If different from above):

Telephone: Fax: Email:

Payment instructions & information:

Membership fee: £4,400 excludes UK VAT. Joining fee: £1,250.

(Total for all first time members in their year 1 £5,650).

- Payment by cheque: Make cheque payable to OTM Consulting Ltd.
Bank transfer: Please contact OTM for bank details.
Bank credit card: Please provide OTM with card details (Mastercard & Visa only). Please note a 5% fee will be made for credit card transactions.