



NON-EXCLUSIVE LICENCE NO. 2022/[...]  
FOR PROSPECTING FOR HYDROPOWER RESOURCES FOR  
PRODUCTION OF ELECTRICITY

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## Table of contents

<b>NON-EXCLUSIVE LICENCE FOR PROSPECTING FOR HYDROPOWER RESOURCES FOR PRODUCTION OF ELECTRICITY</b>		<b>3</b>
Article 1	Definitions, interpretations and appendices	3
Article 2	General obligations	5
Article 3	Hydropower Resources comprised by this Licence and Licence Area	5
Article 4	Licence Period	6
Article 5	Fees	6
Article 6	Third party activities in the Licence Area	7
Article 7	Prospecting Plan	8
Article 8	Performance of activities under this Licence	8
Article 9	Supervision and orders etc.	9
Article 10	Reporting etc.	10
Article 11	Licensee's payment of costs and expenses in relation to case processing and other administrative work	10
Article 12	Confidentiality	11
Article 13	Transfer of this Licence and legal proceedings against this Licence	11
Article 14	Revocation and lapse of this Licence	12
Article 15	Return of this Licence	13
Article 16	Obligations on termination of activities	13
Article 17	Rights and obligations on termination of this Licence	13
Article 18	Liability in damages	14
Article 19	Interest on amounts due (owed)	14
Article 20	Financial security	14
Article 21	Relationship to other legislation etc.	15
Article 22	Governing law	15
Article 23	Dispute resolution by mediation, courts of Greenland and arbitration	15
Article 24	Coming into force and duration	17
Article 25	Licence language and translation	17
Appendix 1	Licence Area	19
Appendix 2	Map of Licence Area	20

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## **NON-EXCLUSIVE LICENCE FOR PROSPECTING FOR HYDROPOWER RESOURCES FOR PRODUCTION OF ELECTRICITY**

Under sections 3 and 4 of Greenland Parliament Act no. 5 of 27 November 2018 on exploitation of hydropower resources for production of energy, (Hydropower Act), the Greenland Government hereby grants the licensee stated below a non-exclusive licence for prospecting for the hydropower resources stated in Article 3 for production of electricity. The provisions of the Hydropower Act and the terms stated below shall apply to this Licence.

The Licensee is:

[full name of licensee],

a company incorporated and existing under the laws of and registered in [state],

having a registered number of [...], and

having its registered office at [full address]

### **Article 1 Definitions, interpretations and appendices**

1.01 For the purpose of this Licence and the attached appendices, the following terms shall have the meanings stated below, unless otherwise apparent from or required by the context:

- (a) "Associated Hydrological Area" means a geographical area from which there is an inflow of water to a Reservoir or an Intake Basin of a hydropower plant or from which there may be an inflow of water to a Reservoir or an Intake Basin of a future hydropower plant. The water inflow may take place as a result of rain or snow or ice melting (ablation) from the ice sheet or a local ice cap or glacier.
- (b) "Commencement Date" means the date on which this Licence has been signed for the Licensee and the Greenland Government.
- (c) "DKK" means Danish kroner.
- (d) "Greenland" means the island of Greenland with surrounding islands and sea area, including the territorial sea, the exclusive economic zone and the continental shelf area.
- (e) "Greenland Government" means the Government of Greenland, including its ministries and entities to which the Government of Greenland has delegated powers within the hydropower resources area.
- (f) "Hydrological Resources" means an Adjusted Volume of Water for a hydropower plant or a future hydropower plant.

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- (g) "Hydropower Act" means Greenland Parliament Act no. 5 of 27 November 2018 on exploitation of hydropower resources for production of energy, as amended by any subsequent Acts. In Danish: *Inatsisartutlov nr. 5 af 27. november 2018 om udnyttelse af vandkraftressourcer til produktion af energi.*
- (h) "Hydropower Resources" means the Hydrological Resources and their Associated Hydrological Area comprised by this Licence. The Hydropower Resources comprised by this Licence are stated in Article 3.
- (i) "Intake Basin" means a natural or artificial basin used to collect water flowing from an Associated Hydrological Area and to lead the water to the intake of a hydropower plant.
- (j) "Licence" means this non-exclusive licence for prospecting for hydropower resources for production of electricity granted by the Greenland Government to the Licensee and contained in this document. This Prospecting Licence is granted when this document has been signed by the Licensee and the Greenland Government.
- (k) "Licence Area" means the area or areas comprised by this Licence, see Article 3.
- (l) "Licence Period" means the period in which this Licence is in force, see Article 4.
- (m) "Licensee" means the holder of this Licence, as stated on page 3 of this Licence.
- (n) "Outflow" means the volume of water flowing from an Associated Hydrological Area to a Reservoir or an Intake Basin of a hydropower plant or which may flow from an Associated Hydrological Area to a Reservoir or an Intake Basin of a future hydropower plant.
- (o) "Parties" means the Greenland Government and the Licensee.
- (p) "Party" means the Greenland Government or the Licensee.
- (q) "Prospecting Plan" means the prospecting plan as stated in section 7.01. The Prospecting Plan shall comprise all activities and matters relating to prospecting for the Hydropower Resources stated in Article 3 and activities in relation thereto and activities in relation to closure of the said activities.
- (r) "Reservoir" means a natural or artificial lake used to store water flowing from an Associated Hydrological Area.
- (s) "Supervisory Authority" means the Greenland Government or the authority, persons or companies which the Greenland Government appoints to perform supervision of the Licensee's activities under this Licence, see Article 9.

1.02 In this Licence, any reference to the singular number shall include a reference to the plural number, and any reference to the plural number shall include a reference to the singular number, unless otherwise apparent from or required by the context.

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1.03 In this Licence, "including" means including without limitation or prejudice to the generality of any description, definition, term or expression preceding that word. In this Licence, "including" also means including but not limited to. The word "include" and its derivatives shall be interpreted accordingly.

1.04 All appendices to this Licence shall constitute an integral part of this Licence and shall be deemed to be incorporated in this Licence.

## **Article 2 General obligations**

2.01 The Greenland Government shall act reasonably and comply with Greenland law, Danish law and international law and agreements applicable in Greenland at any time, including general rules and principles of Greenland administrative law (including the principle of objectiveness, the principle of proportionality and the principle of equal treatment).

2.02 The Licensee shall comply with Greenland law, Danish law and international law and agreements applicable in Greenland at any time.

2.03 The Licensee shall cooperate and communicate in good faith with the Greenland Government, including by providing any relevant information required by the Greenland Government and by complying with any relevant request made by the Greenland Government.

## **Article 3 Hydropower Resources comprised by this Licence and Licence Area**

3.01 This Prospecting Licence comprises the Licence Area, including the Hydropower Resources and the related land area, delineated by connecting the corner coordinates stated in Appendix 1 in the order stated in Appendix 1 by latitudes and longitudes. A map of the Licence Area is contained in Appendix 2.

3.02 In case of any inconsistency between the corner coordinates and delineations stated in Appendix 1 and the map of the Licence Area in Appendix 2, the corner coordinates and delineations stated in Appendix 1 shall (except for obvious errors) take precedence over the map in Appendix 2.

3.03 The Licence Area comprises one or more land areas only. The boundary between a land area and the adjoining sea area follows the mean sea level. This Licence does not comprise any sea area, irrespective of whether one or more sea areas are comprised by the area or areas delineated by the corner coordinates and delineation lines of the Licence Area or by any map of the Licence Area stated or contained in any appendices to this Licence.

- 3.04 If the Licence Area or part thereof cease to be under Danish sovereignty, the Licensee shall respect such change in the status of the Licence Area and have no claim against the Greenland Self-Government or the Danish State as a result of or in relation to such change or its direct or indirect consequences. Any such change in the status of the Licence Area or part thereof shall not have any effect on the remainder of the Licence Area, if any.

#### **Article 4 Licence Period**

- 4.01 This Prospecting Licence shall be in force for a period of 5 (five) years from the Commencement Date for this Prospecting Licence.
- 4.02 All activities comprised by this Prospecting Licence, including prospecting activities and closure of prospecting activities and activities in relation thereto, shall be performed within the Licence Period. This does not apply to activities which are to be performed after the termination of this Licence.
- 4.03 The Greenland Government may extend the Licence Period in accordance with section 4(2) of the Hydropower Act. The total Licence Period cannot exceed 10 years. See section 4(2) of the Hydropower Act. The Greenland Government may extend the Licence Period on the same or different terms. The Greenland Government is not obliged to extend the Licence Period. An application for extension of the Licence Period shall be sent to and received by the Greenland Government no later than 90 days prior to the expiry of the Licence Period.
- 4.04 The Licensee may return this Licence to the Greenland Government prior to the expiry of the Licence Period. See Article 15. The Licensee's return of this Licence is subject to the approval of the Greenland Government and any terms set by the Greenland Government for such approval.

#### **Article 5 Fees**

- 5.01 The Licensee shall pay a fee of DKK 25,000 to the Greenland Government for the granting of this Licence, see section 4 of The Government of Greenland's Executive Order on fees for the authorisation and reimbursement of costs for case processing in connection with preliminary studies and exploitation of hydropower for energy production (In Danish: *Selvstyrets bekendtgørelse nr. 21 af 17. juni 2022 om gebyrer for tilladelser og refusion af udgifter ved sagsbehandling i forbindelse med forundersøgelser og udnyttelse af vandkraftressourcer til produktion af energy*).
- 5.02 The Licensee shall pay a fee of DKK 25,000 to the Greenland Government for each extension of the Licence Period, see section see section 4 of The Government of Greenland's Executive Order on fees for the

authorisation and reimbursement of costs for case processing in connection with preliminary studies and exploitation of hydropower for energy production. See also section 4.03 of this Licence.

5.03 The fees stated in sections 5.01-5.02 shall be adjusted every calendar year with effect from 1 January in the year concerned on the basis of the change in the Greenland consumer price index from July in the calendar year preceding the previous calendar year to July in the previous calendar year. The first of such adjustments shall be made in 2021 with effect from 1 January 2021 on basis of the change in the Greenland consumer price index **from July 2021 to July 2022**. Amounts shall be adjusted to the nearest Danish krone. The adjustment in any subsequent year shall be made in the same manner.

5.04 The fees stated in sections 5.01-5.02 shall be paid no later than 30 days after the granting of this Licence or any extension of this Licence, as the case may be.

#### **Article 6 Third party activities in the Licence Area**

6.01 The Licensee shall respect all existing rights in the Licence Area. This Licence shall not entail any restrictions in the right of any third party to perform lawful activities in the Licence Area, including the activities mentioned in section 6.02.

6.02 Within the Licence Area, other parties than the Licensee may be granted the following licences and approvals and may perform the following activities etc.:

- (a) Other parties may be granted a licence for prospecting for and/or exploitation of the Hydropower Resources comprised by this Licence for production of electricity.
- (b) Other parties may be granted a licence for prospecting for or exploitation of ice and water for the purpose of export under the Greenland Parliament Act no. 11 of 27 November 2018 on commercial exploitation of ice and water (Ice and Water Act), as amended by any subsequent Acts.
- (c) Other parties may be granted a licence for prospecting for, exploration for or exploitation of mineral resources under the Greenland Parliament Act no. 7 of 7 December 2009 on mineral resources and mineral resource activities (Mineral Resources Act), as amended by any subsequent Acts.
- (d) Other parties may be granted a licence for performance of tourist activities in certain land areas under the Greenland Parliament Act no. 19 of 3 December 2012 on licences for tourist activities in certain land areas, as amended by any subsequent Acts.

6.03 If the Greenland Government grant a licence for activities as stated in sections 6.02(a)-6.02(d), the licence will include terms to the effect that the activities shall be performed in a manner which does not interfere unnecessarily with the activities of the Licensee under this Licence. The Licensee shall also ensure that its

activities under this Licence do not interfere unnecessarily with such third party activities in the Licence Area.

## **Article 7 Prospecting Plan**

7.01 A Prospecting Plan shall comprise all the following matters, see also section 9 of the Hydropower Act:

- (a) A plan for all prospecting activities and activities in relation thereto which the Licensee proposes to perform under this Licence.
- (b) A plan for any necessary activities in relation to closure of the activities under this Licence, including an assessment of the costs and expenses for any such closure activities.
- (c) A proposed time schedule for undertaking the activities and work under sections 7.01(a) and 7.01(b).
- (d) A health, safety and environment (HSE) contingency plan for the prospecting activities and other activities to be performed under the Licence.
- (e) Such other matters as the Greenland Government may reasonably require.

7.02 The Prospecting Plan and all other required plans are subject to the approval of the Greenland Government and any terms set by the Greenland Government for any such approval. The Licensee may not commence the performance of any activity under or in relation to this Licence before the Greenland Government has approved the Prospecting Plan.

7.03 The Prospecting Plan and all other required plans shall be updated regularly and shall also be revised to reflect substantial changes in the prospecting activities or other matters relating to the plans. Any amendment of a plan is subject to the approval of the Greenland Government and any terms set by the Greenland Government for any such approval. The Greenland Government may require the Licensee to submit an updated or revised plan to the Greenland Government for its approval.

## **Article 8 Performance of activities under this Licence**

8.01 The Licensee's activities under this Licence shall be performed in accordance with recognised good national and international practice for such activities under similar conditions.

8.02 The Licensee's activities under this Licence shall be performed appropriately and in a manner which promotes and protects safety, health, the environment and social sustainability in accordance with the Hydropower Act, other statutes and rules, this Licence, the Prospecting Plan, the Greenland Government's



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approval of the Prospecting Plan and other approvals and decisions of the Greenland Government under the Hydropower Act and this Licence.

- 8.03 The Licensee shall take all necessary measures to ensure that performance of activities under this Licence do not create a risk of damage to persons or third party property.
- 8.04 The Licensee shall take all necessary measures to ensure that the risk of pollution and other harmful effects on the environment is reduced as much as possible when the Licensee performs activities under this Licence.
- 8.05 The Licensee shall continuously perform clean-up and rectify damage caused to terrain, vegetation and the environment as a result of the Licensee's activities under and in relation to this Licence.

**Article 9 Supervision and orders etc.**

- 9.01 The Greenland Government supervises the Licensee's activities under this Licence. See section 22 of the Hydropower Act. The Greenland Government may appoint one or more authorities, persons or enterprises etc., as Supervisory Authority, to supervise the Licensee's activities under this Licence. The Supervisory Authority shall in all respects be entitled to supervise all the Licensee's activities and to require the Licensee to provide information and documentation regarding the Licensee's activities under this Licence. Against due evidence of authority and without a prior court order, the Supervisory Authority shall at all times have access to any part of the Licensee's activities under this Licence, to the extent required for the performance of the supervision.
- 9.02 The Supervisory Authority may take samples from material obtained as part of the Licensee's activities under this Licence.
- 9.03 The Supervisory Authority may issue orders in case of non-observance of or non-compliance with legislation, regulations set pursuant to such legislation, terms of this Licence, including non-performance of or non-compliance with terms of approvals under this Licence or any other law, rule or regulation applicable to the Licensee's activities under this Licence, all as applicable in Greenland at any time.
- 9.04 The Supervisory Authority may issue such orders as the Supervisory Authority finds necessary, including for the Licensee to immediately discontinue activities under this Licence. Such orders may also be issued under sections 9.03.
- 9.05 If the Licensee fails to comply with an order issued according to section 9.03 or 9.04, the Licensee shall compensate any damage, loss and cost incurred as a result thereof, irrespective of whether such damage, loss or cost is incurred by the Greenland Government, the Danish State and/or any third party, including a private individual or a private enterprise.

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**Article 10 Reporting etc.**

- 10.01 For all activities performed under this Licence, the Licensee shall submit reports and data etc. to the Greenland Government regarding all hydrological, geological, geochemical, geophysical, glaciological, meteorological, technical, environmental, health and financial studies, including socio-economic studies, and other studies which are performed in respect of the Licence Area and/or activities under this Licence, see sections 11(4) of the Hydropower Act and section 10.02 of this Licence. At the Greenland Government's request, the Licensee shall submit to the Greenland Government samples from material obtained in relation to the said studies. Reports and data etc. for any calendar year shall be sent annually to the Greenland Government no later than April 1<sup>st</sup> in the immediately following year.
- 10.02 The Greenland Government may set rules and set terms in approvals of plans and activities concerning reporting on activities performed under this Licence, including the types of data, interpretations and other information to be included in the reports. The Greenland Government may also determine the form and media for submitting such data etc. The Greenland Government may require further information and documents etc. from the Licensee concerning the activities performed under this Licence.
- 10.03 All costs and expenses in relation to the preparation and submission of reports, information, documents and samples etc. under this Licence shall be paid and born by the Licensee.
- 10.04 Licensee shall report in accordance with the reporting requirements under section 4(3) of the Hydropower Act.

**Article 11 Licensee's payment of costs and expenses in relation to case processing and other administrative work**

- 11.01 The Licensee shall pay all costs and expenses relating to case processing, supervision and other administrative work and administration in relation to this Licence and activities under this Licence, including costs and expenses for any translation and interpretation. See also section 12 of the Hydropower Act.
- 11.02 The costs and expenses which shall be paid and born by the Licensee under section 11.01 shall be calculated and administered on basis of any orders and rules laid down at any time by the Greenland Government. The payment may be collected as a fee or reimbursement of costs and expenses according to the orders and rules laid down at any time by the Greenland Government.
- 11.03 The Government of Greenland has issued an executive order on the reimbursement of costs and expenses associated with authority administration in relation to hydropower resource activities, *Selvstyrets bekendtgørelse nr. 21 af 17. juni 2022 om gebyrer for tilladelser og refusion af udgifter ved sagsbehandling*

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*i forbindelse med forundersøgelser og udnyttelse af vandkraftressourcer til produktion af energi.* The rules in the executive order shall apply to this Licence.

## **Article 12 Confidentiality**

12.01 All data and any reports submitted in accordance with section 10.01 shall be treated as confidential by the Greenland Government for a period of 3 years from the date when the data or reports were received by the Greenland Government or the date when the data or reports should have been received by the Greenland Government if that date is earlier than the date when the data or reports were received.

12.02 However, the period of confidentiality shall terminate no later than 3 years after the date of termination of this Licence.

12.03 Notwithstanding the provisions of section 12.01, the Greenland Government shall be entitled to the following:

- (a) The Greenland Government may make general statements concerning the Licence Area and the activities under this Licence, based on the material submitted by the Licensee.
- (b) The Greenland Government may use and publish, without any restrictions and conditions, data of environmental, health, socio-economic, technical, meteorological, hydrological, geological, geophysical, glaciological or geochemical nature, including bathymetric maps, if this is considered to be in the general interest of the community in the opinion of the Greenland Government.
- (c) The Greenland Government may use and publish material submitted by the Licensee regarding general hydrological, geological, geophysical and technical conditions, including generalized interpretations.

Prior to making a decision on whether to publish any data, information and material under sections 12.03(b) and 12.03(c), the Greenland Government shall notify the Licensee thereof and consult with the Licensee.

## **Article 13 Transfer of this Licence and legal proceedings against this Licence**

13.01 This Licence or any part of it or any interest in it may neither directly nor indirectly be assigned or transferred to any other party or parties, unless the Greenland Government approves such transfer in writing. Indirect transfer of this Licence comprises transfer of the ownership or direct or indirect control of the

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Licensee Company or the Licensee Companies etc. The Greenland Government shall not be obliged to approve a transfer of this Licence or any part of it or any interest in it.

13.02 This Licence may not be made the subject of any legal proceedings.

#### **Article 14 Revocation and lapse of this Licence**

14.01 This Licence may be revoked in the following instances:

- (a) If the Licensee or the Licensee's contracting party etc. fails to comply with the Hydropower Act, the terms of this Licence, provisions set under the Hydropower Act or under this Licence or terms of an approval under this Licence, or if the Licensee fails to meet specified time limits.
- (b) If the Licensee fraudulently misrepresents facts or information to the Greenland Government.
- (c) If the Licensee suspend its payments, request the opening of negotiations for a compulsory composition, are declared bankrupt, enter into liquidation or are in a similar situation.
- (d) If the Licensee does not fulfil and comply with an order issued by the Greenland Government under this Licence.

14.02 This Licence shall not be revoked under section 14.01(a) if the Licensee remedies the breach, non-performance or non-compliance within a reasonable time limit stated by the Greenland Government. If the breach, non-performance or non-compliance has not been remedied within the time limit set by the Greenland Government, this Licence may be revoked without further notice, unless otherwise stated in section 14.03.

14.03 This Licence shall not be revoked under section 14.01(a) and/or section 14.02 if the breach, non-performance, or non-compliance is due to circumstances (hindrances) which (1) make it impossible to prevent, avoid and overcome the breach or non-compliance, (2) are beyond the Licensee's control and (3) could not have been foreseen, prevented, avoided and/or overcome by the Licensee (force majeure). However, such circumstances (hindrances) shall not comprise the Licensee's illiquidity, insolvency or similar lack of means of payment or options available for payment. When such circumstances (hindrances) occur, the Licensee shall promptly give written notice thereof to the Greenland Government, stating the nature, extent and expected duration of the circumstances (hindrances). If such circumstances (hindrances) terminate at a later time or can be prevented or overcome at a later time, and the Licensee does not bring to

an end the breach, non-performance or non-compliance within a reasonable period of time thereafter, this Licence may be revoked under section 14.01(a) and/or section 14.02.

#### **Article 15 Return of this Licence**

- 15.01 If the Licensee intends to return this Licence to the Greenland Government before expiry of this Licence Period, the Licensee shall notify the Greenland Government thereof in writing.
- 15.02 The return of this Licence shall be subject to the approval of the Greenland Government and shall have no legal or other effect prior to any such approval.
- 15.03 In relation to an approval of the Licensee's return of this Licence, the Greenland Government may set terms to the effect that the Licensee shall make and conclude an agreement to the effect that the Licensee shall take measures and perform activities, including closure, clean-up and rehabilitation activities, and that the Licensee shall provide security for performance of such measures and activities and possible future measures and activities.

#### **Article 16 Obligations on termination of activities**

- 16.01 On termination of the activities under this Licence, the Licensee shall perform the closure activities in accordance with the Prospecting Plan, see section 7.01(b), and perform a final and full clean-up and rehabilitation of any damage and impact on the environment, nature, vegetation and wildlife in the Licence Area and other affected areas. The performance of the closure activities and the clean-up and rehabilitation are subject to the approval of the Greenland Government.

#### **Article 17 Rights and obligations on termination of this Licence**

- 17.01 On and after termination, including expiry, lapse, return or revocation, of this Licence, the Licensee shall not have any right to exercise any rights granted to the Licensee under this Licence, including any rights in relation to prospecting for Hydropower Resources.
- 17.02 The termination, including expiry, lapse, return or revocation, of this Licence shall not release the Licensee from fulfilling its obligations under and in relation to the Hydropower Act and this Licence.
- 17.03 Within 1 year after the termination of this Licence, including expiry, lapse, return or revocation of this Licence, the Greenland Government may free of charge take over all data and other samples acquired by the Licensee or on its behalf in respect of the Licence Area. After this period of time, the Licensee may at

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any time discard such data and other samples. If the Greenland Government decides to take over any such data or samples etc., the Licensee shall deliver such data or samples etc. at one or more places designated by the Greenland Government free of charge or reimburse the Greenland Government's costs and expenses in relation to such transport.

17.04 The Greenland Government's right to take over data and other samples under section 17.03 may be postponed if an agreement is made between the Licensee and the Greenland Government regarding satisfactory safekeeping of, and third-party access to, the data and other samples concerned.

#### **Article 18 Liability in damages**

18.01 The Licensee shall be liable and pay compensation for any damage and loss caused by activities performed under this Licence, regardless of whether the damage and the loss may be considered accidental and whom the damage and the loss affect.

18.02 The Licensee's liability and obligation to pay compensation may be reduced or extinguished if the party suffering the damage or loss has contributed to the damage intentionally or with gross negligence.

18.03 The Licensee's liability and obligation to pay compensation under this Licence shall continue to have effect after the termination, including expiry, lapse, return or revocation, of this Licence.

#### **Article 19 Interest on amounts due (owed)**

19.01 If the Licensee fails to pay any fee, reimbursement amount, compensation amount or other outstanding amount to be paid under the Hydropower Act, this Licence or any approval, order or decision in relation to this Licence or activities under this Licence when the said amount is due to be paid, the Licensee shall pay interest on the said amount for the period in which it remains unpaid. The rate of interest shall be determined in accordance with the legislation on interest on overdue payments etc. applicable in Greenland at any time.

#### **Article 20 Financial security**

20.01 The Greenland Government may set terms to the effect that the Licensee shall provide and maintain financial security for the Licensee's fulfilment of all obligations (including obligations in relation to clean-up and rehabilitation of any damage and impact on the environment, nature, vegetation and wildlife in the

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Licence Area and other affected areas) under or in relation to this Licence, including obligations under the Hydropower Act, this Licence and any approval and decision under the Hydropower Act and this Licence.

- 20.02 The Greenland Government may set terms to the effect that the Licensee shall provide and maintain the financial security by establishing and maintaining a segregated and interest bearing escrow accounts of monies in a bank in Greenland or a guarantee issued by a bank in Greenland or the ultimate parent company of the licensee company.
- 20.03 Any provision and maintenance of any financial security and any change relating thereto are subject to the approval of the Greenland Government and any terms set for such approval.

**Article 21 Relationship to other legislation etc.**

- 21.01 This Licence shall be subject to and governed by the rules of law applicable in Greenland at any time, see section 22.01.
- 21.02 This Licence shall not restrict the general right of the Greenland Government to set general provisions concerning licences for prospecting for hydropower resources or any matter in relation thereto.
- 21.03 This Licence shall not exempt the Licensee from obtaining such approvals and permits as are required under the Hydropower Act and other legislation applicable in Greenland at any time.

**Article 22 Governing law**

- 22.01 This Licence shall be subject to and governed by Greenland law and Danish law as applicable in Greenland at any time. Any dispute arising out of or in relation to this Licence or activities performed under this Licence shall be decided in accordance with Greenland law and Danish law as applicable in Greenland at any time.

**Article 23 Dispute resolution by mediation, courts of Greenland and arbitration**

- 23.01 Any decision to be made at the discretion or the order of the Greenland Government or other Greenland or Danish authorities under the governing law, see Article 22, or this Licence shall not be submitted to arbitration. Any dispute regarding such a decision shall be brought before and decided by the Greenland and Danish courts with jurisdiction in Nuuk, Greenland. The said courts shall have exclusive jurisdiction in relation to any such dispute. The Court of Greenland in Nuuk shall be the court of first instance. A

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decision by any such court may be appealed according to the rules thereon.

- 23.02 Any other dispute than the disputes comprised by section 23.01 between the Greenland Government and the Licensee arising out of or in relation to this Licence or activities under this Licence shall be decided finally and conclusively by an arbitration tribunal under sections 23.03-23.10.
- 23.03 Subject to sections 31.01 and 23.05-23.10, Greenland law and Danish law as applicable in Greenland at any time shall be applied by the arbitration tribunal to decide any procedural matter relating to the arbitration proceedings.
- 23.04 Subject to sections 22.01, 23.03 and 23.05-23.10, the arbitration shall be administrated by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when the arbitration proceedings are commenced.
- 23.05 The place (seat) of the arbitration tribunal shall be in Nuuk, Greenland.
- 23.06 The arbitration tribunal shall consist of three members (arbitrators). The president and the two other members of the arbitration tribunal shall hold Danish law degrees and shall be Danish nationals.
- 23.07 The Greenland Government and the Licensee shall each appoint one member (arbitrator). If the Greenland Government or the Licensee has not appointed its member within 30 days of the other party appointing its member, then the President of the Danish Supreme Court shall appoint that member. The Greenland Government and the Licensee shall jointly appoint the president of the arbitration tribunal. If the parties fail to reach an agreement on the appointment of the president of the arbitration tribunal within 60 days of a party proposing a person for president of the arbitration tribunal, then the President of the Danish Supreme Court shall appoint the president of the arbitration tribunal.
- 23.08 The arbitration tribunal shall make its decision by a majority of votes. The arbitration tribunal shall make an order as to the parties' payment of costs in the arbitration.
- 23.09 The right to submit a dispute to resolution by mediation, the court of Greenland or arbitration under this Licence shall remain in force after its termination, including its expiry, lapse, return or revocation.
- 23.10 Any judgment or arbitration award pronounced against the Licensee under this Article 23 shall be directly binding on and enforceable against the Licensee (the licensee party or each licensee party if there are several licensee parties under this Licence) and any asset of the Licensee (the licensee party or each licensee party if there are several licensee parties under this Licence) without any further judgment, arbitration award or order or decision of any court, arbitration tribunal or other authority being required. This shall apply regardless of the state in which the Licensee (the licensee party or each licensee party if there are several



licensee parties under this Licence) is domiciled and of the state in which any of its assets is located.

**Article 24 Coming into force and duration**

24.01 This Prospecting Licence shall come into force on the Commencement Date for this Prospecting Licence.

**Article 25 Licence language and translation**

25.01 This Prospecting Licence has been drawn up in the English language. Any translation hereof shall have no validity.

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For and on behalf of [Licensee]

For and on behalf of the Greenland Government

\_\_\_\_\_

\_\_\_\_\_

Name:

Kalistat Lund

[title or function] at [full name of Licensee]

Minister for Agriculture, Self-Sufficiency, Energy and Environment

Address: [street/ town/ country]

Place of signing: [place]

Nationality: [nationality]

Place of signing: [place]

Date of signing: [date]

Date of signing: [date]

\_\_\_\_\_

Name:

[title or function] at [full name of Licensee]

Address: [street/ town/ country]

Nationality: [nationality]

Place of signing: [place]

Date of signing: [date]

Date of signing: [date]

**Appendix 1      Licence Area**

See the terms on the Licence Area in section 3.01 of the Licence.

The Licence Area comprises the land area delineated by connecting the corner coordinates stated below in the order stated below by latitudes or longitudes. See the map of the Licence Area in Appendix 2.

	Latitude				Longitude			
	Degrees	Minutes	Seconds	North/south	Degrees	Minutes	Seconds	East/west
<b>1</b>								
<b>2</b>								
<b>3</b>								
<b>4</b>								

All longitudes and latitudes are stated with geodetic reference to the World Geodetic System datum 1984 (WGS-84). If possible, the Licence Area is delineated by connecting the corner coordinates in the above mentioned order by latitudes or longitudes. Otherwise the points are connected by geodetic lines.

The Licence Area comprises **XX** square kilometres.

**Appendix 2      Map of Licence Area**