
6.1 As a general rule, the Parties agree to have effective and equal participation in all activities relevant to the implementation of this Agreement.

6.2 The Parties agree to use vessels of CNOOC's or PetroVietnam's or PNOOC's affiliates or other party's vessels to conduct the seismic line acquisition provided that the costs are competitive and reasonable. The Parties shall exert best efforts to allow such vessels of CNOOC's, PetroVietnam's or PNOOC's affiliates or those of such other parties to use the ports of the Philippines, Vietnam or China, as the case may be, to get necessary supplies.

6.3 The Parties agree to use CNOOC's or PetroVietnam's or PNOOC's affiliates or other parties to process the relevant seismic data.

Article 7 Mutual Assistance

7.1 The Parties shall use reasonable efforts to obtain all the necessary approvals from their respective governments for the implementation of this Agreement.

7.2 A Party shall facilitate each other's and other party's personnel and vessels to enter into relevant areas to conduct joint marine seismic undertaking to get necessary supply and to obtain all the necessary permits on a timely basis.

7.3 With regard to the joint activity, a Party shall, upon the other Party's request, use reasonable efforts to contact and coordinate with its relevant governmental departments.

Article 8 Negotiation Term

In the event the Parties elect to enter into negotiations for signing a more definitive agreement for further cooperation covering all or part of the Agreement Area prior to or at the expiration of the Agreement Term, then such negotiations shall take place during the Agreement Term or during the period of ninety (90) days following the date of expiration of the Agreement Term (all of which periods are hereinafter referred to as the "Negotiation Period"). The Negotiation Period shall be reserved for the sole purpose of negotiations among CNOOC, PetroVietnam and PNOC. During such Negotiation Period, unless otherwise agreed by the Parties, neither Party shall have the right to negotiate an agreement for a marine seismic undertaking or any other agreements with any other party within

the Agreement Area.

After the Parties have decided to pursue a definitive agreement, the Parties will consult with their appropriate authorities on the terms for allowing the participation of other national and international oil companies, including the specific arrangements for their participation.

Article 9 Assignment

9.1 Except for the retention of CNOOC's management functions, CNOOC shall, assign all its rights and obligations under the Agreement to one of its affiliates (it is understood by the Parties that such affiliate shall be CNOOC China Limited). PetroVietnam reserves the right to assign all its rights and obligations under the Agreement to one of its affiliates. PNOOC shall assign all its rights and obligations under the Agreement to one of its affiliates (it is understood by the Parties that such affiliate shall be PNOOC Exploration Corporation). Each of CNOOC, PetroVietnam and PNOOC shall provide one another with copies of the written agreement for such assignment of all of its rights and obligations.

9.2 Except for the assignments described in Article 9.1, no Party shall assign all or part of its rights and obligations under the Agreement to any

other party without the prior written consent of the other Parties herein.

Article 10 Confidentiality of Information

This Agreement and all relevant documents, information, data and reports with respect to the joint marine seismic undertaking shall be kept confidential during the Agreement Term and within five (5) years after its expiration and shall not be disclosed by a Party to any third party without the written consent of the other Party. However, no consent shall be required when said documents, information, data and reports are disclosed, for the purpose of implementation of this Agreement, to the Parties' respective governments, affiliates or stock exchanges on which a Party's shares are registered.

Article 11 Miscellaneous Provisions

11.1 The Parties shall exert their best efforts to settle amicably through consultation any dispute arising in connection with the performance or interpretation of any provision hereof.

11.2 All the data and information acquired for the fulfillment of the

Seismic Work referred to in Article 4 hereof and their interpretation shall be jointly owned by the Parties. In the event any Party wishes to sell or disclose the above-mentioned data and information after the expiration of the confidentiality term, prior written consent therefor shall be obtained from the other Parties.

11.3 All notices and documents by one Party to the other Party shall be delivered by hand or sent by mail, registered airmail or facsimile transmission to the addresses hereunder specified:

For CNOOC:

Cao Yunshi

General Counsel

CNOOC

P.O. Box 4705, No. 6 Dongzhimenwai Xijiejie

Dongcheng District, Beijing

People's Republic of China

Postcode: 100027

Tel: 008610 84521056

Fax: 008610 84522028

For PetroVietnam:

Vietnam Oil and Gas Corporation

22 Ngo Quyen Str.,

Hloan Kiem Dist., Hanoi

Socialist Republic of Vietnam

Postcode: 84-

Tel: (84.4) 8252526

Fax: (84.4) 8265942

For PNOC:

Eduardo V. Manalac

President and CEO

PNOC

Building, Energy Center,

Merritt Road, Fort Bonifacio, Taguig,

1634, Metro Manila, Philippines

Tel: ++630 20 840 2236

Fax: ++630 20 840 2138

Each Party may change its address or representative by a written notice to the other Party.

11.4 The Parties' rights, interest and obligations under the Agreement shall be on equal basis.

11.5 The Parties commit to observe and follow all laws and regulations, as well as any international obligation, of their respective countries that may have a bearing on this Agreement or any further or subsequent agreements that may be signed by the Parties.

11.6 After the Agreement is signed, it shall be approved by the Parties' respective governments. The later date of such approvals shall be the effective date of the Agreement. The Parties agree that the first day of the month following the effective date of the Agreement shall be the date of commencement of the implementation of the Agreement.

11.7 The Parties agree to issue a joint press release on the purpose, scope and area of agreement after this Agreement has been signed.

11.8 The Agreement shall be written in Chinese, Vietnamese and English

languages. In case of divergence in interpretation, the English text shall prevail.

The Agreement is signed on this _____ day of _____ 2005 in _____ by the authorized representatives of the Parties hereunder.

China National Offshore Oil Corporation

Signature: _____

Name: **Fit Chengyu**

Title: **President**

PetroVietnam

Signature: _____

Name: **Tran Ngoc Canh**

Title: **President and CEO**

Philippine National Oil Company

Signature: _____

Name: **Eduardo V. Manalac**

Title: **President and CEO**