

03445613

GIANT PRES YK

FALCONBRIJ TOR

JULY 17, 1984

MSG NO: 1426

TO: R. D. FLETCHER
SIMON CARVES, JOBURG

RE: YOUR TELEX 13 JULY 1984

TELX: 4-24869 SA

THANKS FOR YOUR GENTLE REMINDER ON CONTRACT. GENERAL
DISCUSSION COVERED ALL MAJOR POINTS OUTSTANDING HERE.

POINTS OF CONCERN ARE AS FOLLOWS:

5.2 LINE 4 - MODIFY AS FOLLOWS
COMPRISE OUR BEST EFFORTS WITH RESPECT
TO THE FOLLOWING, BUT WILL NOT BE LIMITED
TO:

6.2.4. LINE 6 - MODIFY AS FOLLOWS
COMPANIES IN WHICH LICENSOR HAS AT LEAST
20 PERCENT (TWENTY PERCENT) VOTING POWER.

6.3.2. LINE 5 - (A) BASIC CHARGE PER DAY FOR SUCH SERVICES OF

CATEGORY

U.S. DOLLARS

SENIOR CONSULTANT	700
CONSULTANT	650
SENIOR ENGINEER	500
ENGINEER	450

THE CHARGES ARE VALID FOR THE YEAR OF 1984.

8.4 - WE PROPOSE THE FOLLOWING ALTERNATIVE TO THIS SECTION.

SIMON CARVES WILL BE LICENSED TO USE THE TECHNICAL INFORMATION
MADE AVAILABLE TO THEM DURING THE PERIOD OF THE AGREEMENT
FOLLOWING THE TERMINATION OF THE AGREEMENT ON THE FOLLOWING
BASIS.

SIMON CARVES WILL PAY GIANT YELLOWKNIFE A FEE OF 3.5 PERCENT
OF THAT PORTION OF THE WORK INCORPORATING THE TECHNOLOGY
TRANSFERRED FOR A PERIOD OF FIVE YEARS IMMEDIATELY FOLLOWING
THE EXPIRY OF THE AGREEMENT. NO PAYMENTS BEYOND THIS TERM
ARE REQUIRED.

THE REST OF THE DOCUMENT APPEARS TO BE ACCEPTABLE AS WRITTEN.

P. J. RALEIGH

FOR GIANT YELLOWKNIFE

CC: VIA TELEX TO D. J. ENERY, GIANT YELLOWKNIFE

GIANT PRES YK

FALCONBRIJ TOR

17 JUL 84 4:12

Giant YK