

APPENDIX F – HSEQ REQUIREMENTS

Contract Mode 2 (IOGP 423)

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1. GENERAL

During the implementation and administration of the CONTRACT, it is COMPANY's intention that CONTRACTOR shall in general use his own internal methods, routines and procedures. However, CONTRACTOR shall adapt or improve his methods, routines and procedures (if required) in order to fully comply with COMPANY's requirements as stated in this CONTRACT. When the WORK is carried out within COMPANY's premises/organisation, COMPANY's methods, routines and procedures shall be fully adhered to.

2. DEFINITIONS

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| 2.1 | ACCIDENT | means an unintended incident leading to death, personal injury, pollution or economic loss, including negative reputation, or unforeseen deviation from laws, regulations, procedures or standards. |
| 2.2 | DEVIATION PERMITS | means permission to depart from the originally specified requirements of a product or service (as specified in the CONTRACT) priori to realization |
| 2.3 | FAC, FIRST AID CASE | means personal injury that do not leads to absence or require medical treatment |
| 2.4 | LTI, (Lost Time Injury) frequency | a lost time incident is a work related injury which causes a person to be absent from work any day after the day of occurrence of the incident. LTI frequency means number of LTI per 1.000.000 hours worked. |
| 2.5 | LIFE SAVING RULES | IOPG's Life Saving Rules provides workers in the industry with the actions they can take to protect themselves and their colleagues from fatalities. |
| 2.6 | MAN-HOURS | For offshore man-hours, 12 hours per DAY + overtime should be used. For onshore man-hours 7, 5 hours per DAY + overtime should be used. |
| 2.7 | MONITORING ACTIVITES | means audits, verifications, review, inspections, tests and validations |
| 2.8 | MTC, MEDICAL TREATMENT CASES | personal injury requiring treatment or examination by a doctor, or where treatment is provided under the guidance of a doctor, for example minor surgery, stitches or use of prescription medicines. Diagnostic examination by a doctor where no injury can be ascertained shall not be classified as medical treatment. Simple dressings of wounds, eye flushing, etc. are not considered medical treatment. |

- 2.9 NEAR MISS means a near-accident, or a condition/situation, which under slightly different circumstances could have led to an accident
- 2.10 NON-CONFORMITY means non-fulfilment of a requirement specified in the CONTRACT or applicable law and regulations
- 2.11 OCCUPATIONAL ILLNESS means an illness that is completely or partially caused by WORK environment factors. This is a decision that has to be made by a doctor.
- 2.12 OCCUPATIONAL INJURY The rule is that injuries occurring while performing WORK for the employer or illness caused by the WORK environment shall be recorded as a work-related illness/injury. However, the following injuries are examples of injuries not regarded as occupational injuries:
- Injuries occurring while the employee is commuting to or from WORK;
 - Injuries occurring in the employee's leisure time (on-board offshore installations as well);
 - Injuries that are the result of an employee doing personal tasks (unrelated to their employment) at the establishment outside of the employee's assigned working hours;
- 2.13 RWC, RESTRICTED WORK DAY CASE means an accident with the result that the injured person cannot perform his/her normal work tasks in the following or subsequent shifts, but are able to perform alternative work.
- 2.14 TRIF, Total Recordable Injury Frequency means number of all personal injuries caused by WORK, which have more severe consequences than first aid treatment per 1.000.000 hours worked

3. GENERAL HSEQ REQUIREMENTS

3.1 Introduction

COMPANY places prime importance on health, safety, security, environmental and quality assurance (HSE&Q) issues and requires that CONTRACTOR and its SUBCONTRACTOR(S) subscribe to and actively pursue the highest standards of HSEQ performance.

CONTRACTOR shall perform the WORK in full compliance with the provisions of this Appendix, which is relevant for the WORK, or subsequent revisions thereto for the duration of the CONTRACT and any CONTRACT extensions. CONTRACTOR shall further implement routines, which shall ensure that all personnel engaged by the CONTRACTOR and its SUBCONTRACTOR(S) are fully aware of the existence, content and expectations of this Appendix and perform the WORK in accordance with those provisions.

CONTRACTOR shall plan and run the activity in a pro-active manner that ensures that the WORK can be performed without loss of life or harm to health, without damage to plant and/or equipment, without unplanned emissions or discharges to the environment, and in such a way that production or processes are not unexpectedly halted.

COMPANY has adopted the IOGP Life Saving Rules, and believe that these rules, and effective use of the rules, is a key success factor in order to avoid personal injuries and fatalities. CONTRACTOR shall have IOGP Life Saving Rules, or a similar concept, as a part of their day-to-day operations routine. Other common industry HSE initiatives shall continuously be assessed by CONTRACTOR, and implemented if applicable and agreed with Company.

CONTRACTOR's HSE performance under the CONTRACT shall be measured against the approved HSEQ program and the agreed HSEQ activity list.

If in COMPANY's opinion CONTRACTOR's or his SUBCONTRACTOR's HSEQ performance under the CONTRACT is unsatisfactory, CONTRACTOR shall at his own costs take immediate corrective actions to ensure compliance with the requirements in the CONTRACT.

3.2 Management System

CONTRACTOR shall have a formal management system in compliance with ISO 9001, ISO 14001 and statutory petroleum regulation. In addition to the requirements given in this Appendix F, the requirements in NORSOK WA-S-006 shall apply.

CONTRACTOR shall ensure that SUBCONTRACTORS and their contractors' HSE management systems meet the requirements of NORSOK WA-S-006.

3.2.1 Quality Management

CONTRACTOR shall have implemented a quality management system in conformance with the specified requirements in ISO 9001 (latest edition) or equal.

The quality management system shall be documented, covering all of CONTRACTOR's activities in connection with the CONTRACT, and be approved and signed by CONTRACTOR's representative.

CONTRACTOR's quality management systems shall ensure and document that:

- Relevant laws, regulations and CONTRACT requirements are identified and implemented
- All COMPANY requirements are communicated to SUBCONTRACTORS
- CONTRACTOR's products, including those supplied and manufactured by CONTRACTOR and their SUBCONTRACTORS meets specified requirements
- Each SUBCONTRACTOR has a quality management system that conforms to the specified requirements of ISO 9001 (latest edition) or equal
- Critical components, equipment, operations and processes are identified from a risk management process and subject to systematic audits and examinations in accordance with their criticality
- A process for experience transfer relevant to the project is established, implemented and maintained

For EPC/EPCI contracts CONTRACTOR shall perform the WORK in full compliance with COMPANY Specification for CONTRACTOR Quality Requirements.

3.2.2 Risk Management

CONTRACTOR shall have implemented a risk management system in accordance with the principles and guidelines provided in ISO 31000 (latest edition) or equal. CONTRACTOR shall ensure that SUBCONTRACTORS and their CONTRACTORS comply with the requirements for risk management.

CONTRACTOR shall define, develop, establish, implement and maintain a risk management system for the identification, analysis, assessment, continuous tracking and systematic control of threats and opportunities related to the WORK and critical items. Mitigating actions towards the risks shall be identified with specified deadlines and responsible person.

CONTRACTOR shall ensure that SUBCONTRACTORS and their contractors comply with the requirements for risk management.

Critical or Top 10 risk items shall be reported to COMPANY in each monthly/Quarterly report. Mitigating actions towards the risks shall be identified with specified deadlines and responsible person.

3.3 **Competence Assurance**

CONTRACTOR shall within his own organisation have available HSE and Quality personnel in sufficient quantity and with professional skills necessary to control and monitor all aspects related to health, safety, security, working environment, external environment and quality management. Such personnel shall be available and continuously involved in all phases of the WORK.

CONTRACTOR shall identify training requirements and establish a training program. Training shall take into account different levels of responsibility and shall be conducted in a manner and language that ensures that all involved have captured and understood the training.

CONTRACTOR is responsible for planning and implementing all the training and courses required by COMPANY in the CONTRACT for personnel who will be involved in the WORK.

3.4 Right of Audit

COMPANY reserves the right to audit CONTRACTOR to assure itself that HSEQ matters and Management Systems are being managed and controlled in accordance with the declared requirements of these HSEQ provisions and CONTRACTOR's Management System.

CONTRACTOR shall allow COMPANY auditors full access to the WORK in progress, personnel, records and documentation for the purpose of conducting audits.

"Ad hoc" HSEQ inspections may be undertaken by COMPANY on CONTRACTOR's systems, as and when deemed necessary by COMPANY, and may be carried out without any prior notice to CONTRACTOR.

Where COMPANY identifies non-conformance during audits or inspections, CONTRACTOR shall undertake the corrective actions as required by COMPANY and be able to demonstrate close out of actions within agreed specified time limits.

4. HSE SPECIFIC CONTRACT REQUIREMENTS

4.1 Chemicals brought to COMPANY's installation

When chemicals are brought to COMPANY's installation by CONTRACTOR, whether for own purpose or on behalf of COMPANY, CONTRACTOR shall be responsible for initiating the imposed work processes given in COMPANY's requirements for chemical management. CONTRACTOR's responsibility includes, but is not limited to, a duty to document and report new chemicals or new usage to COMPANY, and according to feedback from COMPANY; CONTRACTOR shall carry out assessments of risk, and/or substitution.

COMPANY may reject chemicals which do not meet COMPANY's or authorities' requirements for documentation, or where the handling and use entails unacceptable risks. COMPANY can evaluate the risk of individual substances to be more severe than those provided by the authority lists.

CONTRACTOR shall, prior to the acquisition of, or introduction of a chemical at COMPANY's installation, or at CONTRACTOR's Site under COMPANY's permit, make Safety Data Sheets available, in the national language and in accordance with applicable public regulations, for all users and relevant stakeholders determined according to COMPANY's requirements for chemical management.

CONTRACTOR shall ensure that use of a chemical at any location is under license/permit from the authorities and that the specific use for the chemical is in compliance with the chemical supplier's specification of the application.

4.1.1 Harmonised Offshore Chemical Notification Format (HOCNF)

CONTRACTOR shall make HOCNF (Harmonised Offshore Chemical Notification Format) or other environmental documentation available for COMPANY if a chemical is added to a production stream and following discharged water. COMPANY shall ensure confidentiality by handling and filing the information in a secure manner.

4.2 Radioactive Sources

CONTRACTOR shall have a documented system to ensure that the activity is in compliance with regulations and provisions stipulated by the Norwegian Radiation Protection Authority for the use of radioactive material. Reference is further made to COMPANY'S process for Manage radioactive sources and Norwegian Oil & Gas 093 Recommended guidelines for Waste Management in the offshore industry HSE procedure.

Transportation, storage and use of radioactive sources shall comply with all relevant national rules and regulations. CONTRACTOR shall also be responsible for obtaining the necessary permissions for transportation, storage and use of radioactive sources.

4.3 Dangerous Goods

CONTRACTOR shall have a Dangerous Goods handling system that ensures compliance with the "International Maritime Organization's Dangerous Goods Code" (IMDG) for transportation at sea, and ensures compliance with "Agreement of Dangerous good regulations" (ADR) for transportation on road and railroad.

CONTRACTOR shall have a dangerous goods handling system that ensure compliance with the ICAO's Technical Instructions for the Safe Transport of Dangerous Goods by Air and CAA's Regulations BSL D 1-7 (Forskrift om transport av gods i luftfartøy).

4.4 Security and Emergency Preparedness

4.4.1 Emergency Preparedness

CONTRACTOR shall ensure duty numbers to contact personnel are available at any time by means of a phone answering service in case of an emergency.

When requested by COMPANY, CONTRACTOR shall be present with a senior representative to COMPANY'S Emergency Response Teams.

4.4.2 Security

CONTRACTOR shall comply with Norwegian Oil and Gas Recommended for Check-in and Security Checks at Helicopter Terminals, Norwegian Oil & Gas Guideline no 003.

CONTRACTOR shall comply with the International Ship and Port Facility Security Code (ISPS).

CONTRACTOR shall be able to verify the identity of personnel who shall perform WORK for COMPANY at bases, on installations, on vessels and in premises employed by COMPANY. CONTRACTOR shall maintain routines for background check of hired personnel.

CONTRACTOR shall maintain routines (procedures) that describes the security organisation and responsibilities, defines requirements to physical, personnel, information and IT security.

CONTRACTOR shall maintain emergency response plans that include requirements for handling security threats and routines.

CONTRACTOR shall work in accordance with the principles and guidelines provided in COMPANY Security requirements.

4.4.3 Norsk Olje og Gass Security Agreement

CONTRACTOR shall comply with Norwegian Oil and Gas Recommended Guidelines for securing supplies and material in the oil and gas industry, Norwegian Oil & Gas Guideline no 091.

Contractor's that deliver goods in sealed carriers, and transport firms that transport significant volumes of goods for use on the continental shelf or at onshore facilities, need to sign a Norsk Olje og Gass Security Agreement.

4.5 Environment

CONTRACTOR shall monitor amount and type of discharges according to the Norwegian Environment Agency requirements, such as accidental discharges and planned and permitted discharges.

4.5.1 Waste Handling & Tracking

COMPANY shall ensure use of Authority approved waste treatment or disposal sites. COMPANY reserves the right to request CONTRACTOR to submit supporting documentation as required.

CONTRACTOR shall have implemented a system for identifying, classifying and handling of waste. Hazardous waste shall be handled according to Authority regulations and all other waste shall be source segregated.

4.5.2 Energy efficiency

CONTRACTOR shall have an ambition and a program for energy efficiency. CONTRACTOR shall implement a plan for achieving energy efficiency as part of the HSE program for the WORK.

4.6 Health and Working Environment

CONTRACTOR shall ensure that relevant health risks are systematically assessed and identified and that effective measures are implemented. Working environment evaluation shall be performed to evaluate and control psychosocial, physical and chemical health risks and ensure they do not exceed an acceptable exposure level. Groups at particular risks shall be identified and given special focus.

CONTRACTOR shall have an occupational health service for their employees. A health care service will be available at COMPANY's site with medical personnel taking care of acute illness and injuries

4.7 Alcohol and drugs

COMPANY has zero tolerance for use of alcohol and/or drugs during performance of WORK. Any use of alcohol or narcotics shall be strictly forbidden while carrying out WORK in accordance to the CONTRACT.

CONTRACTOR shall work systematically to prevent and expose substance abuse by its own employees. CONTRACTOR shall have formal procedures for dealing with substance abuse.

COMPANY may demand that any personnel working at the WORKSITE, suspected of being intoxicated, take an alcohol and drug test.

4.8 HSE Training

The CONTRACTOR shall ensure that safety training in accordance with Norwegian Oil and Gas Recommended Guidelines on Safety Training, latest edition, including necessary refresher courses.

Personnel shall be available for periodic drills, instructions on survival, life saving and fire-fighting as requested and conducted by COMPANY at the offshore site.

CONTRACTOR is responsible for planning and implementing all the training and courses required by the CONTRACT for personnel who will be involved in the WORK.

All personnel who will travel or work on COMPANY'S installation shall comply with the authorities' current requirements for HSE training in force at any time.

In addition, training activities may include COMPANY specific courses relevant for the WORK.

4.9 Project/Contract Execution Plan

The CONTRACTOR shall develop a CONTRACT Execution Plan or equivalent documentation upon request, specific for the execution of the WORK for COMPANY. The CONTRACT Execution Plan shall demonstrate how contractual and statutory obligations are fulfilled, including, but not limited to:

- a) Identification and listing of all statutory acts, regulations, guidelines and provisions applicable for the execution of the CONTRACT.
- b) Compliance with relevant COMPANY Governing Documents and contractual requirements applicable for the execution of the CONTRACT.
- c) Description of the management systems established for the execution of the CONTRACT.
- d) Description of accountabilities for the execution of the various tasks of the CONTRACT.
- e) Description of the organisation established / to be established for the execution of the CONTRACT.
- f) CONTRACT specific verification plan(s) defining:
 - A statement of the control procedures to be implemented whilst performing the WORK.
 - A list, for each stage of the WORK, of the drawings, documents, certificates and records to be prepared and retained or submitted for review and approval as the WORK progresses.
 - A list of potential SUBCONTRACTORS.
 - Provisions for COMPANY'S requirements to:
 - hold pre-start up meetings if required;
 - visit CONTRACTOR'S premises if required;
 - monitor manufacturers procedures;
 - witness specific stage control points;
 - witness function tests, pressure tests and other applicable tests;
- g) CONTRACT specific schedules, milestones, interface plans (internal / external interface), and reporting routines.

The CONTRACTOR shall forward a draft of the CONTRACT Execution Plan to COMPANY for comments and acceptance prior to own approval. This is also applicable for subsequent updates.