



wintershall dea

APPENDIX F – HSEQ REQUIREMENTS

CATEGORY III & IV OFFSHORE

HSEQ REQUIREMENTS

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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 comply with Company's requirements as stated in this Contract. When the Work is carried out at Company's premises/organisation, Company's methods, routines and procedures shall be fully adhered to.

2. DEFINITIONS

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) prior 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 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 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.

2.6 MONITORING ACTIVITES means audits, verifications, review, inspections, tests and validations

2.7 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.

2.8 NEAR MISS means a near-accident, or a condition/situation, which under slightly different circumstances could have led to an accident

2.9 NON-CONFORMITY means non-fulfilment of a requirement specified in the Contract or applicable law and regulations

2.10 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.

2.11 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;

2.12 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.

2.13 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 (HSEQ) issues and requires that the 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.

If in COMPANY's opinion CONTRACTOR's or his SUBCONTRACTORs 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 and statutory petroleum regulation. In addition to the requirements given in this Appendix F, the requirements in NORSOK WA-S-006, Annex A contract category III and IV in Annex B shall apply.

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

CONTRACTOR's management systems shall ensure and document that:

- Relevant laws, regulations and CONTRACT requirements are identified and implemented
- All relevant COMPANY requirements are communicated to SUBCONTRACTORS
- CONTRACTOR's products and services, including those supplied and manufactured by CONTRACTOR and their SUBCONTRACTORS meets specified requirements
- SUBCONTRACTOR has a management system that conforms to the specified requirements of NORSOK WA-S-006 and ISO 9001 (latest edition) or equal
- Critical components, equipment, operations and processes are identified from a risk management process and subject to systematic monitoring in accordance with their criticality

Risk can vary from location to location and, where the work is performed at more than one location, the CONTRACTOR may be required to provide different levels of HSEQ management.

For construction and installation related activities the requirements in NORSOK S-012 shall apply.

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.

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 HSE Training

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

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

3.5 Right of Audit

COMPANY reserves the right to audit CONTRACTOR to assure itself that HSE&Q matters and Management Systems are being managed and controlled in accordance with the declared requirements of these HSE&Q 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 WORKSITE

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 the 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 WORKSITE, 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 Environmental documentation

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 Security and Emergency Preparedness

4.2.1 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.

4.2.2 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 WORKSITES, on vessels and in premises employed by the COMPANY. CONTRACTOR shall maintain routines for background check of hired personnel.

CONTRACTOR shall maintain routines (procedures) that describes the security organization 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.

CONTRACTORS shall work in accordance with the principles and guidelines provided in COMPANY's Security requirements.

4.2.3 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.

Suppliers 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. The Norsk Olje og Gass Security Agreement can be found here: <http://www.norskoljeoggass.no/PageFiles/1209/091%20OLF%20anbefalte%20retningslinjer%20for%20sikring%20av%20forsyninger%20og%20materiell%20i%20olje-%20og%20gassindustrien,%20rev%201,%2019.09.11.pdf?epslanguage=no>

4.3 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 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

4.4 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 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.

4.5 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) Identification of all COMPANY Governing Documents and contractual requirements applicable for the execution of the CONTRACT.
- c) Description of accountabilities for the execution of the various tasks of the CONTRACT.
- d) Description of the organisation established / to be established for the execution of the CONTRACT.
- e) Description of the Management Systems 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.

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.