

**Logic General Conditions for Services (On and Off-shore)  
Edition 2 October 2003**

**APPENDIX 1.1 TO SECTION 1 – FORM OF AGREEMENT**

**Reference**

**Section 1**

Clause 4 The EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT IS as specified in SAP PURCHASE ORDER.

Clause 5 The duration of the CONTRACT is as specified in SAP PURCHASE ORDER.

**Section II**

Clause 3.1(a) The COMPANY REPRESENTATIVE is Buyer/Contact Person in SAP PURCHASE ORDER

The CONTRACTOR REPRESENTATIVE shall be the sales/contract representative.

Clause 5.1

The COMPANY designated heliport is Aberdeen Airport,  
Dyce, Aberdeen

The COMPANY designated supply base is Altens Base,  
Minto Avenue,  
Altens Industrial Estate,  
Aberdeen AB12 3JZ

Clause 13.8 The period of suspension is ninety (90) days

Clause 14.3 Latest time for receipt of invoices three (3) months after completion of the WORK.

Clause 14.9 Interest rate per annum – Base Rate plus 3% percent p.a.

Clause 19.2(d) NOT APPLICABLE

Clause 20.2 Insurance by the CONTRACTOR, the amounts to be not less than:

Employer's Liability	Ten million US dollars (\$10,000,000) or the equivalent thereof in Euros or pounds sterling for any one incident
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General Third Party                      Five million US dollars (\$5,000,000) or the equivalent thereof in Euros or pounds sterling for any one incident, or series of incidents, unlimited in aggregate

Motor Third Party & Passenger Liability      Five million US Dollars (\$5,000,000) or the equivalent thereof in Euros or pounds sterling for death/injury to persons and loss or damage to property, resulting from any one incident, unlimited in aggregate

Clause 24.7(a) (iii) Special Conditions remaining in full force and effect shall be None.

Clause 28.6      The addresses for the service of notices are:

- (i)      COMPANY - address as specified on SAP PURCHASE ORDER
- (ii)     CONTRACTOR - address as specified on SAP PURCHASE ORDER

Clause 29.1(a)      Limitation of Liability before the date of the completion of the WORK. The sum is as specified in the PURCHASE ORDER

Clause 29.1(b)      Limitation of Liability after the date of completion of the WORK. The sum is as specified in the PURCHASE ORDER

Clause 29.2      The Limitation Period is in accordance with Statute.

Clause 30.1(b)      Resolution of Disputes. The nominees are:

- (i)      COMPANY      appropriate Contracts Manager
- (ii)     CONTRACTOR      Sales or Contracts Manager.

## **Clause 1. DEFINITIONS**

*Clause 1.1 - deleted in its entirety and replace with:*

1.1 "AFFILIATE" (in respect of the COMPANY) shall mean:

- (a) (i) Royal Dutch Shell plc and (ii) any company (other than COMPANY), which is from time to time directly or indirectly controlled by Royal Dutch Shell plc

For this purpose:-

(1) a company is directly controlled by another company or companies if that latter company owns or those latter companies together own fifty per cent or more of the voting rights attached to the issued share capital of the first mentioned company; and

(2) a company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that latter company or companies and ending with the first mentioned company, so related that each company of the series (except the latter company or companies ) is directly controlled by one or more of the companies earlier in the series

- (b) any company which is managed or operated by a company as defined in (a) above and/or has a service agreement with COMPANY and/or another company as defined under (a) above pursuant to which it pays on a cost sharing or recovery basis a proportion of certain of the costs of COMPANY or such other company.

"AFFILIATE" (in respect of CONTRACTOR) shall mean a company of which more than fifty percent (50%) of the outstanding voting stock is directly or indirectly owned by CONTRACTOR; or which directly or indirectly owns more than fifty percent (50%) of the outstanding voting stock of CONTRACTOR; or of which more than fifty percent (50%) of the outstanding stock is directly or indirectly owned by one and the same company which also directly or indirectly owns more than fifty percent (50%) of the outstanding voting stock of CONTRACTOR

## **Clause 15 TAXES AND TAX EXEMPTION CERTIFICATES**

*Add new clauses 15.8 and 15.9:*

15.8 In the event that the CONTRACTOR is a company not resident in the Republic of Ireland for Irish tax purposes, and is contracted to undertake any activity under the CONTRACT in the Republic of Ireland or on the Irish Continental Shelf, the CONTRACTOR shall obtain from the Irish Revenue Commissioner a certificate under Schedule 1, Paragraph 5 of the Taxes Consolidation Act 1997, and produce same to the COMPANY.

15.9 The CONTRACTOR shall be responsible for the payment of all customs and excise duties, taxes and charges, including clearing and brokerage charges, paid or payable for or in respect of the importation or subsequent exportation of CONTRACTOR supplied equipment and/or materials and the

personal property of CONTRACTOR'S personnel. The CONTRACTOR shall be liable for and shall indemnify the COMPANY GROUP from and against all claims, demands, penalties, charges, liabilities, costs and expenses of any nature suffered or incurred by the COMPANY GROUP as a result of or by reason of any such importation or exportation.

#### **Clause 17 PATENTS AND OTHER PROPRIETARY RIGHTS**

*Clause 17.4 - delete in its entirety and replace with:*

17.4 Except as provided in Clauses 17.1, 17.2 and 17.3, the COMPANY and the CONTRACTOR shall each have an equal, undivided interest in the right, title and interest in and to any information and data that is jointly conceived or generated during the performance of the CONTRACT.

*Clause 17.5 - delete in its entirety and replace with:*

In the event that either the COMPANY or the CONTRACTOR believes that a patent application should be filed on such a joint invention, they shall then attempt in good faith to agree upon filing a patent application on the same. Both the COMPANY and the CONTRACTOR agree to cooperate fully in the preparation of such patent application and to pay its share of all necessary fees to maintain any jointly owned application or patent assigned to it in force throughout its full term; provided however, that a party may elect to notify the other party that it intends to discontinue payment of such fees and thereafter promptly assign such patent to the other party, retaining no interest therein in exchange for the party and its AFFILIATES and its CO-VENTURERS being given a royalty-free, irrevocable, non-exclusive, non-transferable, world-wide licence to use such right and have used for their own operations which shall not be otherwise sublicensed.

*Clause 17.6 - delete in its entirety and replace with:*

In the event that either the COMPANY or the CONTRACTOR do not wish to share equally in payment of the costs for preparing, filing and prosecuting such jointly owned application, the party paying such costs shall be the assignee of that patent application and subsequent patent or patents issuing therefrom, but will give the other party and its AFFILIATES and its CO-VENTURERS a royalty-free, irrevocable, non-exclusive, non-transferable, world-wide licence to use such right and have used for their own operations which shall not be otherwise sublicensed.

#### **Clause 18 LAWS AND REGULATIONS**

*Clause 18.1 - insert the following new paragraph at the end of this Clause:*

“For the avoidance of doubt, such laws, rules and regulations shall include the Export Administration Regulations as administered by the US Department of Commerce, Bureau of Industry and Security, and other applicable foreign trade control laws of the United States and European Union.”

## **CLAUSE 19 INDEMNITIES**

19.2(d) is deleted in entirety.

Add new Clauses 19.7,19.8, 19.9 and 19.10

For the purposes of Clauses 19.7,19.8, 19.9 and 19.10,

“OTHER CONTRACTOR” shall mean any party to any contract or agreement with COMPANY to perform any work or services at the WORKSITE but shall not include any member of CONTRACTOR GROUP or COMPANY GROUP.

“OTHER CONTRACTOR GROUP” shall mean OTHER CONTRACTOR and its AFFILIATES, its subcontractors (of any tier) and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel), but shall not include any member of COMPANY GROUP or CONTRACTOR GROUP.

19.7 Commencing from the effective date on which any OTHER CONTRACTOR became bound by an article effectively containing the same undertaking toward CONTRACTOR GROUP as detailed in Articles 19.7, 19.8 and 19.9, in any contract which any OTHER CONTRACTOR has entered into with COMPANY, and for the duration that such provisions are enforceable, CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless such OTHER CONTRACTOR GROUP from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:

(a) loss of or damage to any property provided by CONTRACTOR GROUP whether owned, hired, leased or otherwise provided by CONTRACTOR GROUP;

(b) personal injury including death or disease to any person who is a member of CONTRACTOR GROUP; and

(c) any consequential loss sustained by CONTRACTOR GROUP. For the purposes of this Article 19.7(c) the expression “consequential loss” shall have the meaning ascribed to it pursuant to Clause 21.

19.8 All exclusions and indemnities given under Article 19.7 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

19.9 All CONTRACTOR’s insurances shall be endorsed to provide that underwriters waive any rights of recourse, including in particular, subrogation rights against OTHER CONTRACTOR GROUP to the extent of the obligations assumed by CONTRACTOR herein.

19.10 Where the CONTRACTOR and the OTHER CONTRACTOR are both signatories to an applicable Mutual Hold Harmless scheme, notwithstanding any precedence provision contained within such Mutual Hold Harmless scheme, the provisions of such Mutual Hold Harmless scheme shall take precedence over Clauses 19.7,19.8 and 19.9 hereof.

## **CLAUSE 20 INSURANCE**

Clause 20.1 line 8 delete the words “additional assureds” and replace with “co-insured”.

Clause 20.2(c), delete “as required by applicable jurisdiction” and replace with “as set out in Appendix I to Section 1 – Form of Agreement”.

Clauses 20.3 and 20.4 are deleted in entirety and replaced with the following:

- 20.3 All deductibles, exceptions and exclusions applicable to any insurance arranged by the CONTRACTOR or any SUBCONTRACTOR of any tier shall be for the account of, and be paid by the CONTRACTOR or SUBCONTRACTOR. Any loss arising from breach of conditions and/or warranties contained in such policies of insurance shall also be for the account of CONTRACTOR.
- 20.4 Without limitation of the CONTRACTOR’s obligations and responsibilities, if the CONTRACTOR subcontracts any part of the WORK, the responsibility and insurance provisions of each SUBCONTRACT shall be consistent with the CONTRACT and the SUBCONTRACTORS need not carry any insurances which would duplicate any insurances provided by the CONTRACTOR or the COMPANY.

The following clauses 20.5, 20.6, 20.7, 20.8 and 20.9 are added.

- 20.5 Approval by the COMPANY of any insurer or terms of insurance proposed by the CONTRACTOR shall not relieve the CONTRACTOR of any obligation or liability under or arising from the CONTRACT or at law.
- 20.6 The CONTRACTOR shall upon request furnish to the COMPANY certificates of insurance for those insurances required by Article 20 giving evidence of the type and scope of each insurance. Such certificates or notice shall be marked for the attention of the COMPANY REPRESENTATIVE.
- 20.7 CONTRACTOR shall cause the insurance policy stipulated in Article 20.2(b) to contain a “Severability of Interests” (Cross Liability) Article which states that, in the event of one insured party incurring liability to any of the other insured parties, the insurance shall apply for the benefit of the party against whom the claim is or may be made in the same manner as if separate policies had been issued to each party.
- 20.8 CONTRACTOR shall fully indemnify the COMPANY GROUP against loss or damage arising out of any failure to effect or maintain such insurances specified by this CONTRACT or out of any act or omission which invalidates the said insurances.
- 20.9 CONTRACTOR shall notify COMPANY immediately upon receipt of any notice of claims, incidents or demands or of any situation which might give rise to such claims or demands being made under the insurance policies. Written notice shall be given not later than two (2) days after the occurrence of any accident. However, for serious accidents (including but not limited to death or serious injuries), notice shall be given immediately and then confirmed in writing.

## **Clause 24 TERMINATION**

Delete and replace Clause 24.1(c) with the following:

- 24.1(c) in the event of the CONTRACTOR or the provider of any guarantee pursuant to this CONTRACT being unable to pay its debts or becoming bankrupt or making a composition arrangement with its creditors or having a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed or having a provisional Liquidator, Special Administrator, Receiver or Manager of its business or undertaking appointed, or having possession taken by or on behalf of the holders of any debenture, whether secured by a Floating Charge or otherwise.

## **Clause 25 AUDIT**

*Clause 25.1, line 4: delete brackets around "including data stored on computers".*

## **Clause 27 BUSINESS ETHICS**

*Clause 27 – delete in its entirety and replace with:*

- 27.1 The Royal Dutch Shell Plc group of companies works under strict General Business Principles that govern how each of the Royal Dutch Shell Plc companies conducts its affairs. These business principles are contained in "Shell General Business Principles (SGBP) of Royal Dutch Shell Plc
- 27.2 The COMPANY insists on honesty, integrity and fairness in all aspects of their business and expects the same in their relationships with all those with whom they do business. The direct or indirect offer, payment, soliciting and acceptance of bribes in any form are unacceptable practices. If the CONTRACTOR becomes aware of any such practice, the CONTRACTOR shall bring such to the attention of the COMPANY as soon as possible.
- 27.3 The CONTRACTOR shall ensure that the CONTRACTOR GROUP in the performance of the CONTRACT strictly complies with SGBP, a copy of which it acknowledges it has received (or alternatively taken notice of SGBP as published on <<http://www.shell.com>> and select "About Shell" followed by "Who we are"; "Our values" and "revised Shell General Business Principles").
- 27.4 Notwithstanding the provisions of Article 24, the COMPANY shall be entitled to terminate the WORK and to recover from the CONTRACTOR the amount of any loss or damage resulting from such a termination if any member of the CONTRACTOR GROUP shall, in relation to the CONTRACT, have committed any act whether before, on or after the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT, which is an offence under any relevant legislation relating to proper business practices, payment of inducements and the like from time to time in force in the countries where the WORK is to be carried out, or would have constituted such an offence if:
- (a) such member of the CONTRACTOR GROUP, not being an agent hereunder, was deemed for this purpose to be an agent; or

- (b) the CONTRACTOR, having been requested to do so by COMPANY, refuses to remove from the WORK the member.

*Insert new clause 33*

**Clause 33 COMPUTER VIRUS**

- 33 The CONTRACTOR shall ensure that there is no functionality designed into or otherwise included in any software or data files to be supplied under this CONTRACT which could be harmful to any computer system on which the software or data file is intended to run. For the avoidance of doubt this shall include, without limitation, any functionality which potential or actual undermines or circumvents any security provisions of the supply or any third party software.

**Clause 34 SUSTAINABLE DEVELOPMENT**

- 34.1 The Royal Dutch Shell Plc group of companies have a commitment to contribute to Sustainable Development. Shell has accepted and is committed to the Brundtland Commission statement that “meeting the needs of the present without compromising the ability of future generations to meet their own needs”.
- 34.2 The COMPANY expects and requires the CONTRACTOR to contribute to sustainable development in the way it executes the WORK. Specific sustainable development initiatives will be detailed in the SAP Purchase Order.

## **HEALTH, SAFETY and ENVIRONMENTAL MANAGEMENT – TYPE 1**

### **HEALTH, SAFETY AND ENVIRONMENTAL MANAGEMENT**

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## **ARTICLE 1 - MANAGEMENT OF HEALTH, SAFETY AND ENVIRONMENT**

### 1.1 Management of HSE

- 1.1.1 The CONTRACTOR confirms – and on request hands over to COMPANY – that it has a written and implemented Health, Safety and Environment (HSE) policy which is, as a minimum, of a standard comparable to COMPANY’s policy (see Attachments for COMPANY HSE policy). The CONTRACTOR further affirms that its HSE policy has been brought to the notice of its employees and is implemented and maintained at all levels in its organisation.

#### HSE Management System

- 1.1.2 The CONTRACTOR shall have a HSE Management System, which complies with the principles outlined in OGP (The International Association of Oil & Gas Producers) guideline (latest version) or an equivalent local industrial or statutory system.
- 1.1.3 *[Not used.]*
- 1.1.4 *[Not used.]*
- 1.1.5 Additional “Local specific contract clause(s)” apply – see Attachment 1 to this Section.

#### HSE Programme

- 1.1.6 *[Not used.]*
- 1.1.7 *[Not used.]*

#### Risk Management of HSE

- 1.1.8 *[Not used.]*
- 1.1.9 *[Not used.]*

#### HSE-case

- 1.1.10 *[Not used.]*

#### Principle Enterprise and Workforce involvement

- 1.1.11 *[Not used.]*

## **1.2 Environmental Management**

### Minimum Environmental Standards

1.2.1 CONTRACTOR shall comply with the COMPANY's Global Environmental Standards, attached herein.

1.2.2 *[Not used.]*

### Chemicals

1.2.3 *[Not used.]*

1.2.4 *[Not used.]*

1.2.5 *[Not used.]*

1.2.6 *[Not used.]*

1.2.7 *[Not used.]*

1.2.8 *[Not used.]*

1.2.9 *[Not used.]*

1.2.10 *[Not used.]*

### Waste Disposal

1.2.11 *[Not used.]*

1.2.12 *[Not used.]*

1.2.13 *[Not used.]*

1.2.14 *[Not used.]*

### **1.3 Occupational Health Management**

1.3.1 The CONTRACTOR shall comply with the COMPANY's Minimum Health Standards, as detailed in the "Local specific contract clause(s)" apply – see Attachment 1 to this Section.

1.3.2 The CONTRACTOR shall ensure that suitable Occupational Health assessments are carried out and implemented to ensure hazards are avoided, or where this is not practicable, reduce to a level as low as reasonably practicable.

#### Medical Fitness

1.3.3 The CONTRACTOR shall ensure that all CONTRACTOR PERSONNEL engaged in the WORK are medically fit for the job to be undertaken.

1.3.4 If in the opinion of the COMPANY, any CONTRACTOR PERSONNEL is not medically fit to travel or work offshore, the COMPANY reserves the right to:

- i) refuse permission for that CONTRACTOR PERSONNEL to travel offshore;  
or
- ii) return that CONTRACTOR PERSONNEL from offshore.

1.3.5 Additional "Local specific contract clause(s)" apply – see Attachment 1 to this Section.

#### Transportation of Medicines Offshore

1.3.6 The CONTRACTOR shall ensure that CONTRACTOR PERSONNEL comply with the national guidelines for the transportation of medicines offshore.

#### Working Time

1.3.7 The CONTRACTOR shall implement a policy and arrangements in respect of the working time of workers in accordance with the national legislation.

1.3.8 *[Not used.]*

1.3.9 *[Not used.]*

## **1.4 HSE Management System Interfacing**

1.4.1 *[Not used.]*

CONTRACTOR/ COMPANY Interfacing

1.4.2 *[Not used.]*

CONTRACTOR/SUBCONTRACTOR Interfacing

1.4.3 *[Not used.]*

CONTRACT HSE Management System Interface Document

1.4.4 *[Not used.]*

1.4.5 *[Not used.]*

1.4.6 *[Not used.]*

1.4.7 *[Not used.]*

## **1.5 Action to Rectify Breaches**

1.5.1 Any enforcement action taken against the CONTRACTOR shall be reported by the CONTRACTOR to the COMPANY without undue delay. Should a complaint be filed under HSE legislation against the CONTRACTOR while performing the WORK, this must also be reported to the COMPANY without undue delay.

1.5.2 If the CONTRACTOR is executing the WORK in a manner which, in the opinion of the COMPANY, constitutes a breach of any of the requirements of the CONTRACTOR HSE Management System, or the arrangements in the CONTRACT HSE Management System Interface Document as defined in Clause 1.4.4, the COMPANY shall advise the CONTRACTOR accordingly by notice in writing and the CONTRACTOR shall correct the situation by the date specified in the notice. The notice shall include the COMPANY's reasons for issuing the notice and outline the steps required of the CONTRACTOR to rectify the said breach.

## **1.6 HSE Performance Reports**

1.6.1 The CONTRACTOR shall submit a HSE Performance Report to the COMPANY REPRESENTATIVE at an agreed periodicity dependent upon exposure hours and duration of activity. This report shall contain the following information:

- General HSE against the targets set in the interface document;
- A brief description of all incidents and perceived risks (including near misses and potential incidents being rated as 'high' or 'medium');
- A report giving total working hours for CONTRACTOR / SUBCONTRACTOR PERSONNEL engaged in the WORK, broken down by site/location;
- Lost Time Injury Frequency (LTIF);

- Total Reportable Case Frequency (TRCF);
- A report on general sick leave and occupational illnesses (TROIF);
- Chemicals used for drilling, engineering and maintenance;
- Chemicals used for production;
- Usage of water and energy;
- Emissions to air;
- Disposal of liquid and solid wastes;
- Discharge of water.

The format and the content of the HSE Performance Reports shall be based on the format as per Attachment 4.

1.6.2 *[Not used.]*

1.6.3 *[Not used.]*

1.6.4 *[Not used.]*

## **1.7 Knowledge and knowledge transfer**

1.7.1 The CONTRACTOR shall, prior to commencement of the WORK, inform any member of PERSONNEL (including executive supervisory personnel), about HSE regulations, own and COMPANY's HSE regulations, requirements, instructions, information, and the like, which are or could be related to the WORK. Such regulations, requirements, instructions and information shall be agreed by the COMPANY and communicated in such a manner that any member of PERSONNEL can easily understand it. The CONTRACTOR shall also have available its own HSE instruction, which shall be given to all PERSONNEL entering into employment with the CONTRACTOR.

1.7.2 *[Not used.]*

1.7.3 The CONTRACTOR shall ensure that, during the performance of the WORK, efficient HSE communication and consultation shall take place within its own organisation. Such HSE communication and consultation shall take place by means of toolbox meetings prior to the start of the WORK, worksite HSE meetings with all parties involved (including COMPANY and third parties) on regular intervals.

1.7.4 *[Not used.]*

## **1.8 Incident Notification, Reporting, Investigation, Follow-up and Statistics**

### Incident Notification

1.8.1 The CONTRACTOR shall have an structured and documented incident reporting system and shall notify the COMPANY immediately of any incident, near misses and potential incident being rated as 'high' or 'medium' arising from the CONTRACTOR's or his SUBCONTRACTOR's activities which has caused, had the potential to cause, or could in the future cause:

- any WORK related injury or illness to a COMPANY, CONTRACTOR or SUBCONTRACTOR employee or Third Party,
- harm to the environment,
- any damage to, or loss of COMPANY, CONTRACTOR, SUBCONTRACTOR or Third Party assets.

1.8.2 The CONTRACTOR shall comply with COMPANY's procedures and submitting the incident notifications to the COMPANY within the timeframe specified in the above mentioned procedures.

1.8.3 Additional "Local specific contract clause(s)" apply – see Attachment 1 to this Section.

Incident Investigation, Reporting and Follow-up

1.8.4 The COMPANY shall have the right to investigate any of the incidents described in Clause 1.8.1, wherever they occur, and shall have unrestricted access at all reasonable times to the facilities, equipment, materials and records of the CONTRACTOR and the SUBCONTRACTOR(S) for this purpose (subject only to any statutory or contractual obligation prohibiting the disclosure of any such records by the CONTRACTOR).

The CONTRACTOR shall include in all SUBCONTRACTS rights of access for the COMPANY as described herein.

1.8.5 The CONTRACTOR shall comply, and co-operate fully and participate as necessary with the COMPANY in any COMPANY investigation of incidents.

Nothing in this Clause shall prevent the CONTRACTOR investigating such an incident and, in such cases, they shall provide a copy of their completed incident report to the COMPANY on request.

1.8.6 The CONTRACTOR shall implement all applicable recommendations arising from incident investigations and shall ensure that the findings are fully communicated to service provider and/or SUBCONTRACTOR PERSONNEL.

1.8.7 *[Not used.]*

**1.9 HSE Audit, reviews and inspections**

1.9.1 *[Not used.]*

1.9.2 *[Not used.]*

1.9.3 *[Not used.]*

1.9.4 *[Not used.]*

## **ARTICLE 2 – COMPETENCE OF CONTRACTOR PERSONNEL**

### Competence

- 2.1 The CONTRACTOR shall ensure that only competent CONTRACTOR PERSONNEL shall be provided for the performance of the WORK.
- 2.2 *[Not used.]*
- 2.3 *[Not used.]*
- 2.4 *[Not used.]*
- 2.5 *[Not used.]*

### Training

- 2.6 *[Not used.]*
- 2.7 Unless specified otherwise herein, all training of CONTRACTOR PERSONNEL shall be at the CONTRACTOR's cost.
- 2.8 *[Not used.]*
- 2.9 *[Not used.]*
- 2.10 *[Not used.]*
- 2.11 *[Not used.]*

### Personal Protective Equipment

- 2.12 *[Not used.]*
- 2.13 *[Not used.]*
- 2.14 *[Not used.]*
- 2.15 *[Not used.]*

### Emergency Response Training

- 2.16 *[Not used.]*
- 2.17 CONTRACTOR PERSONNEL travelling offshore shall have appropriate safety and survival training including HUET (Helicopter Underwater Escape Training) for any visit utilising helicopters.
- 2.18 In addition to any basic emergency response training required for CONTRACTOR PERSONNEL specified herein, the CONTRACTOR shall make available CONTRACTOR PERSONNEL to participate in periodic drills, instructions in first-aid, survival, life-saving and fire-fighting as may be requested and conducted from time to time by the COMPANY.

2.19 [Not used.]

### **ARTICLE 3 – SUBSTANCE (AB)USE**

- 3.1 The CONTRACTOR shall ensure as far as reasonably practical that CONTRACTOR PERSONNEL do not at any time partake of, be under the influence of, and do not transport to or have in their possession on or at any COMPANY premises, sites or installations, including COMPANY-provided transportation, drugs, alcohol, natural stimulants or other similar intoxicating substances, other than for bona fide medical reasons.
- 3.2 In the case of bona fide medical reasons, all PERSONNEL must declare their medication to the Medic onboard and may not be in possession of more than the amount needed to meet the requirements of the prescribed dosage. The Contractor will ensure all contractor personnel are made aware of this measure.
- 3.3 Any CONTRACTOR PERSONNEL found contravening clause 3.1 and/or 3.2 will be removed from all COMPANY's premises, sites or installations, including COMPANY-provided transportation with immediate effect and COMPANY shall not be liable for any charges or consequences arising directly or indirectly out of such removal. The COMPANY reserves the right to remove CONTRACTOR personnel from the installation where 3.1 and 3.2 are complied with but the medication is such that for the safety of the person taking the medication and/or others on the installation removal is necessary.

### **ARTICLE 4 – SECURITY**

#### Personnel Identification

- 4.1 The COMPANY reserves the right to require all CONTRACTOR PERSONNEL seeking to enter a COMPANY premises, site or installation or embarking for an offshore installation to produce a valid COMPANY Identity Card.
- 4.2 Any person not complying or unwilling to comply with the requirements above will not be permitted access to or shall be removed from the COMPANY premises, site or (offshore) installation and the COMPANY shall not accept liability for any costs arising directly or indirectly out of such circumstances.

#### COMPANY System for Identification

- 4.3 CONTRACTOR PERSONNEL travelling offshore to a COMPANY-operated installation shall comply with the requirements of the COMPANY system used to identify all personnel working offshore for emergency purposes. CONTRACTOR PERSONNEL not complying with this requirement will not be permitted to travel offshore.

#### Searches

- 4.4 Additional "Local specific contract clause(s)" apply – see Attachment 1 to this Section.

## **ARTICLE 5 – SUBCONTRACTS**

- 5.1 The CONTRACTOR shall ensure that its SUBCONTRACTORS have a HSE management system, which fulfils the requirements, set out in Clause 1.1.1. to 1.1.8.
- 5.2 The CONTRACTOR shall – even if not mentioned specifically in the previous clauses – include suitable equivalent clauses in subcontracts to meet the requirements of Articles 1 to 4 above.
- 5.3 SUBCONTRACTORS shall not be allowed to mobilise and start any part of the WORK they shall perform until the CONTRACTOR has confirmed compliance with the requirements of this CONTRACT.

## **Attachment 1 HSE REQUIREMENTS SPECIFIC TO THIS CONTRACT**

### **1C Local specific contract clauses Republic of Ireland**

#### **1.1 Management of HSE.**

1.1.1.1 Leadership and Commitment is seen as a key element to successful Health, Safety and Environmental management. The CONTRACTOR shall ensure that this quality is a key requirement during the selection of line managers, supervisors and key support personnel. The CONTRACTOR senior management shall ensure that they demonstrate a visible commitment to health, safety and environmental management.

The CONTRACTOR shall ensure that all Management and Supervision roles and responsibilities reflect that health, safety and environmental management is a line management responsibility, supported and assisted by specialist advisors where required.

1.1.1.2 The CONTRACTOR shall ensure adequate systems; arrangements and resources have been put in place to comply with Irish HS&E legislation applicable to the works being undertaken in this contract. This shall include, but not be limited to having a Statutory Safety Statement, which is applicable and adequate to the works being undertaken in this contract.

1.1.1.3 All personnel are accountable for their own safety and the safety of others affected by their work. The CONTRACTOR shall have a formal process in place that rewards personnel for their contribution to a proactive safety culture and arrangements in place to coach and/or discipline personnel who commit safety violations.

1.1.1.4 Workforce involvement in health, safety and the environment should be encouraged at all times. The CONTRACTOR shall put in place a formal process for electing or nominating workforce representatives for health and safety and for the environment. This process shall, as a minimum, comply with local legislative requirements.

1.1.1.5 The CONTRACTOR shall ensure that all road transport activities carried out by the CONTRACTOR or their subcontractors is adequately managed to the standards detailed in the Shell Road Transport HSE Standards EP 2005-0361. Where the requirements detailed in these standards cannot be met the CONTRACTOR shall bring it to the attention of the COMPANY for review.

#### **HSE management system**

1.1.5.1 The CONTRACTOR'S HSE management system shall follow the principles outlined in: -

- i) Ireland-Health and Safety Authority (HSA) Publication " Workplace Health and Safety Management" or
- ii) UK Health & Safety Executive's document HS (G) 65 "Successful Health & Safety Management", or

- iii) the E&P Forum document 6.36/210 “Guidelines for the Development and Application of Health, Safety and Environmental Management Systems”, or
- iv) British Standard BS8800: 1996 “Guide to Occupational Health and Safety Management Systems”, and
- v) ISO 14001 “Environmental Management Systems”.

1.1.5.2 The COMPANY will assess the CONTRACTOR’S HSE management system checklists from Ireland-Health and Safety Authority (HSA) Publication “ Workplace Health and Safety Management or OGP (The International Association of Oil & Gas Producers) “HSE Management – guidelines for working together in a contract environment”.

#### Minimum Environmental Standards

1.2.2.1 The CONTRACTOR shall ensure that the following the COMPANY Minimum Environmental Standards applicable to this CONTRACT are in place and maintained.

- a) Have an accredited Environmental Management System (EMS) or have a documented EMS which complies with the principles of ISO 14001
- b) Product Safety Data Sheets (SDS) for chemicals, chemical selection and use in operations.
- c) Environmental incidents and near misses must be reported to Shell and investigated accordingly.
- d) Spill containment related to oils, fuels and chemicals.

#### Occupational Health Management

1.3.2.2 The CONTRACTOR shall ensure that the following the COMPANY Minimum Health Management Standards applicable to this contract are in place and maintained.

- a) Health Risk Assessments shall be carried out and controls put in place to reduce the health effects on workers.
- b) Monitoring of health performance and Incident reporting and investigation relating to Occupational Illnesses.
- c) Product Stewardship duties - The necessary information and advice to minimise health risks are to be provided to employees, Contractors and customers.
- d) Fitness to Work standards and procedures shall be in place.
- e) Plans are to be in place for local medical emergencies and medical facilities. These must be to the COMPANY standards.

#### Medical Fitness

1.3.5.1 The CONTRACTOR shall ensure that the required numbers of trained First Aid personnel and first aid equipment is onsite, as required by Irish legislation and the Shell Minimum Health Management Standards.

- 1.3.5.2 The CONTRACTOR shall be required to facilitate health and hygiene inspections on an agreed frequency by the COMPANY Occupational Health specialist.
- 1.3.5.3 In the event that food is being processed, supplied or consumed onsite, the CONTRACTOR shall comply with the Shell “Health Guidelines for Catering” standards.

#### HSE Management System Interfacing

- 1.4.8 Where an HSE Management Plan has been produced it shall include the HSE Management interface arrangements with the Shell HSE –MS.

#### Incident Notifications

- 1.8.3.1 The CONTRACTOR shall use the Shell incident definitions and risk Assessment Matrix criteria to define incidents and near misses outlined in 1.8.1.
- 1.8.3.2 In the event that an incident or dangerous occurrence takes place as defined by the regulations, the CONTRACTOR shall discharge his legal responsibilities and submit a copy of the statutory notification to the COMPANY.

#### Incident Notifications investigation, Reporting and follow-up

- 1.8.7.1 Where the COMPANY deems that an incident or near miss has occurred that has a significant potential or lateral learning potential the CONTRACTOR shall be required to present the investigation and subsequent findings to the COMPANY at an Incident Review Panel (IRP).

#### Personal Protective Equipment

- 2.15.1 The CONTRACTOR shall comply with the COMPANY policy with respect to the use of Personal Protective Equipment onsite and shall ensure that the policy is fully enforced at all times.

#### Substance Abuse

- 3.3.1 Where there is a reasonable likelihood that an employee or a subcontractor at work is under the influence of drugs, alcohol, natural stimulants or other similar intoxicating substances, other than for bona fide medical reasons, the CONTRACTOR shall have a system in place for the testing of the person and substance as detailed in the legislation.

#### Security

##### Searches

- 4.4.1 The COMPANY requires the CONTRACTOR and Contractor personnel to consent to the searching at any time by a representative of the COMPANY and under national laws and regulations of their person or of any article

including, without limitation, any container, package, box, holdall, suitcase or vehicle which is in the possession or use of the CONTRACTOR personnel on the COMPANY's premises or offshore installation, or being transported or retained by the COMPANY on behalf of the CONTRACTOR or CONTRACTOR personnel.

#### Security Standards and Reviews

- 4.4.2 The CONTRACTOR shall be required to comply with the relevant COMPANY security standards and procedures that are deemed appropriate for the type of location and work being carried.
- 4.4.3 The COMPANY reserves the right to carry out a security review of the CONTRACTOR'S premises from time to time, and where appropriate require improvement actions to be carried out.

## We care...

### Royal Dutch/Shell Group Commitment to Health, Safety and the Environment

*In the Group we are all committed to:*

- **pursue the goal of no harm to people;**
- **protect the environment;**
- **use material and energy efficiently to provide our products and services;**
- **develop energy resources, products and services consistent with these aims;**
- **publicly report on our performance;**
- **play a leading role in promoting best practice in our industries;**
- **manage HSE matters as any other critical business activity;**
- **promote a culture in which all Shell employees share this commitment.**

In this way we aim to have an HSE performance we can be proud of, to earn the confidence of customers, shareholders and society at large, to be a good neighbour and to contribute to sustainable development.

### Royal Dutch/Shell Group Health, Safety and Environment Policy

*Every Shell company:*

- **has a systematic approach to HSE management designed to ensure compliance with the law and to achieve continuous performance improvement;**
- **sets targets for improvement and measures, appraises and reports performance;**
- **requires contractors to manage HSE in line with this policy;**
- **requires joint ventures under its operational control to apply this policy and uses its influence to promote it in other ventures;**
- **includes HSE performance in the appraisal of all staff and rewards accordingly.**

*Endorsed by the Committee of Managing Directors, March 1997*

*Reviewed 2000*

## ...all of us have a role to play

**"Each of us has a right and duty to intervene with unsafe acts and conditions or when activities are not in compliance with this HSE Policy and Commitment".**

*June 2004*



Malcolm Brinded  
Executive Director of Exploration & Production



Thomas M. Botts  
CEO - EP Europe



Andy Pyle  
Managing Director, Shell E&P Ireland Ltd



**Attachment 3**

**GLOBAL ENVIRONMENTAL STANDARDS**

Attached file

**Attachment 4  
DATA**

**EXCEL FILE FOR REPORTING OF HSE PERFORMANCE**

Attached file