

# Wintershall Dea

## Health, Safety, Environment and Quality Requirements



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## 1. GENERAL

During the implementation and administration of the Contract, Contractor shall use own, internal methods, routines and HSEQ procedures. In addition, Contractor shall ensure fully compliance with all requirement stated in this Contract and, if required adapt or improve own methods, routines and procedures to fully ensure such compliance. When the Work is carried out within Company's premises/worksite/organisation, Company's methods, routines and procedures shall be fully adhered to.

Contractor shall ensure that all requirements set out herein shall be recognized in all Subcontracts and shall implement satisfactory processes and routines to ensure that its Subcontractors complies with the requirements stated herein.

## 2. HSEQ REQUIREMENTS

### 2.1 Introduction

Company places prime importance on health, safety, security, environmental and quality assurance (HSEQ) and requires that Contractor subscribe to and actively pursue the highest standards of HSEQ performance. Contractor is expected to abide to the international standard IOGP 423 (HSE Management – Guidelines for working together in a contract environment) or equal standards.

Contractor shall perform the Work in full compliance with the provisions of this Appendix. Contractor shall further implement routines, which shall ensure that all personnel engaged by the Contractor are fully aware of the existence, content and expectations of this Appendix and perform the Work in accordance with those provisions.

Any deviations from the requirements set out in this Appendix requires a written deviation permit from Company, as far as recognizable and possible, even before the contract is signed.

If Contractor'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.

#### 2.1.1 IOGP contract mode & application of sections of this Appendix

The IOGP contract mode, under which Contractor's Work shall be conducted, shall be defined in the Contract and at latest before the start of work:

**IOGP contract mode 1:** The Contractor provides people, processes and/or equipment for the execution of the Contract under the oversight, instructions and HSE-MS of the Company.

**IOGP contract mode 2:** The Contractor provides people, processes, equipment and/or facilities for the execution of the Contract, as a main rule, under its own HSE-MS, providing the necessary instructions and oversight and verifying the proper functioning of its HSE-MS with bridging to Company HSE-MS.

**IOGP contract mode 3:** The Contractor provides people, process, equipment, and/or facilities for the execution of the Contract under its own oversight, instruction, and HSE-MS that requires no interfacing or bridging with the Company HSE-MS and is not required to report.

The requirements set out in this document will vary, depending on the IOGP contract mode defined for the Contract. The application of a specific section will be defined by the information in brackets in the header of the respective sections. If no information is given, the section shall apply for all IOGP contract modes.

### 2.1.2 HSEQ Targets

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 and safety, without damage to plant and/or equipment, without unplanned emissions or discharges to the environment, ensuring that the product/service is in conformity with requirements and in such a way that production and/or processes are not unexpectedly halted.

Contractor's HSEQ performance under the Contract shall be measured against the approved HSE plan / HSE Program (including the bridging & interface requirements agreed with Company), the agreed HSEQ activity list and HSE KPI. The mandatory HSE Reporting of Contractor shall be adopted to the defined IOGP contract mode.

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 the principles of the IOGP Life Saving Rules, or similar measures to prevent High Potential Events (HiPo), implemented, as part of their day-to-day operations routine (see IOGP Life Saving Rules).

Other common industry HSE initiatives shall continuously be assessed by Contractor, and implemented, if applicable and agreed with Company.

### 2.1.3 Management System (MS)

Contractor shall have a formal management system in compliance with ISO 9001, ISO 14001, ISO 45001, SCC, or an equal or appropriate HSE-MS or principles implemented to ensure the HSEQ targets (see chapter 2.1.2) in all phases of the Work.

Contractor shall ensure that their HSE-MS meet also the requirements of international E&P standards described in IOGP 510 (Operational Management System Framework) and published ISO standards for use in oil & gas industry or equal.

### 2.1.4 Quality Management

Contractor shall have implemented a quality management system in compliance 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.
- Contractor's products, including those supplied and manufactured by Contractor.
- Critical components, equipment, operations and processes are identified from a risk management perspective 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.
- If the specified requirements of a product or service has to be changed, Contractor needs prior to realization, an Deviation permit of Company.

For EPC/EPCI contracts Contractor shall perform the Work in full compliance with Company Specification for Contractor Quality Requirements.

Contractor shall agree binding quality requirements with Company before commissioning.

### 2.1.5 Risk Management (IOGP Contract Mode 1 + 2)

Contractor shall have implemented a risk management system in accordance with the principles and guidelines provided in ISO 31000 (latest edition) or equal.

The ALARP principle shall be implemented by Contractor in the risk process.

Risks that could result in severe/significant impact for the Company, or for the delivery to the Company, shall be reported without delay no later than in the monthly/quarterly reports. Mitigating actions towards the risks shall be identified with specified deadlines and responsibilities.

## **2.2 Competence Assurance**

Contractor shall within his own organisation have available HSE and Quality personnel in sufficient quantity and with the necessary professional skills 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.

## 2.3 Right of Audit

Company reserves the right to audit Contractor to verify 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.

Company shall have the right to participate in the planning of, and participate as an audit member or observer in any audit or verification activity related to the work.

"Ad hoc" HSEQ inspections may be undertaken by Company on Contractor's systems and all Work Sites, 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.

## 3. HSE SPECIFIC CONTRACT REQUIREMENTS

The following HSE-specific requirements are mandatory, if activities are carried out on Company's Worksites or main E&P activities (including exploration, drilling, construction and production) are carried out on behalf of Company (see IOGP contract mode 1 or 2).

Work by Contractor under IOGP contract mode 2 shall consider interfacing or bridging requirements with Company. This includes work, which takes place on Company Worksites up to delegated E&P activities, which can also include Contractor's or third party Worksites.

IOGP contract mode 3 shall be selected, if no main E&P activities are carried out and no reporting of HSE performance data, including events and incidents, is required by Company. However, Contractors HSE performance shall meet Company's requirements based on quality or environmental specifications, quality control and acceptance testing, etc.

### 3.1 Safety Culture (IOGP Contract Mode 1 + 2)

Company strive to establish a strong safety culture in their operations in-line with IOGP recommended practise published for example in IOGP report 459, 577 & 597. Contractor shall have implemented such a comparable safety culture, through

- Visible and felt leadership,
- Staffing, roles and responsibilities,
- Worker care,
- Communication,
- Training and competencies,
- Subcontractor HSE management and
- Verification and Audit.

### 3.2 Continuous improvement (IOGP Contract Mode 1 + 2)

Contractor shall ensure internal/external experience transfer throughout the Work (for example by dedicated meetings), to secure learning and promote HSE and quality of Work. Contractor shall inform Company about experience transfer measures.

Initial introduction of Company HSE Requirements for contractors to the workforce shall be done. Based on this, a continuous effort is needed by Contractor to improve HSE and prevent environmental incidents, personal injuries and fatalities.

Contractor shall identify unsafe conditions & behaviour (observations) and thoroughly investigate incidents to show those activities requiring further development, or areas where HSE measures & Safety Critical Elements (SECE) should be improved.

As soon as possible after incidents and regularly after near misses or observations, Contractor shall report to Company, which measures have been taken to improve the HSE conditions at work (see also chapter 3.3).

### 3.3 HSE Reporting (IOGP Contract Mode 1 + 2)

Contractor shall have an incident reporting system and investigate HSE accidents, incidents and near misses in accordance with their own procedures and in compliance with statutory and Company reporting requirements.

Contractor shall notify Company of all incidents (including also security incidents, observations and non-conformities) and provide Company with incident reports (including all reports or notices issued by or submitted to authorities) and related incident investigation reports.

In addition, Contractor should prepare regular monthly reports of its HSE performance, including incident statistics, incident related lost time and restricted time of employees and summary of working hours. The reporting of Contractor shall be according to IOGP safety data reporting guide.

Company shall be informed by Contractor about emergencies within the following time frames, unless defined otherwise:

Reporting timeline	Incident Category
asap	Fatality; LWDC
24 hrs.	RWDC; MTC; HiPo, non-conformity
monthly*	FAC, Near Miss; Observation
monthly*	Man-Hours
asap (major & serious risk) / monthly* (others)  * latest on the <b>4th working day</b> of the following month	Fire / Explosion
	Gas release; Oil Spill, Chemical leakage
	Security threat
	Property damage

**asap** as soon as possible

### 3.4 Chemicals brought to Company's Worksite (IOGP Contract Mode 1 + 2)

When chemicals are brought to Company's Worksites 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 Worksites, or at Contractor's Worksites under Company's permit, make Safety Data Sheets available, in the national language and in accordance with Globally Harmonized System of Classification and Labelling of Chemicals (GHS) and other 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.

#### 3.4.1 Harmonised Offshore Chemical Notification Format (HOCNF) – for OSPAR countries

Contractor shall ensure that HOCNF or other environmental documentation available for Company. Company shall ensure confidentiality by handling and filing the information in a secure manner.

### 3.5 **Radioactive Sources** (IOGP Contract Mode 1 + 2)

Contractor shall have a documented system to ensure that the activity is in compliance with regulations and provisions stipulated by the local authorities and as minimum by IFC Standards for the use of radioactive material. Reference is further made to Company's process for managing radioactive sources, local requirements and as minimum to IAEA International Basic Safety Standard for protection against Ionizing Radiation and for the safety of Radiation Sources and its three interrelated Safety Guides.

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.

### 3.6 **Dangerous Goods** (IOGP Contract Mode 1 + 2)

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 further local requirements, if applicable.



### **3.7 Security and Emergency Preparedness**

#### **3.7.1 Emergency Preparedness (IOGP Contract Mode 1 + 2)**

Contractor shall maintain emergency response plans and procedures to protect human beings, the environment and assets against harmful consequences of any incident including requirements for handling security threats and routines.

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 and support with a senior representative to Company's Emergency Response Teams.

#### **3.7.2 Security**

Security measures should be designed to cover both physical and intangible assets.

The level of security shall be based on a security analysis which reflects the current risk level, and the management system shall describe relevant mitigation activities that can be taken in case of an increased risk level.

Contractor shall have implemented an information security management system in accordance with prevailing ISO/IEC 17799 unless otherwise agreed between the parties.

Contractor shall pre-screen the identity of personnel who are to perform work for Company within the extent of the prevailing legislation. Here for also references from earlier employment shall be checked.

Contractor shall comply with local Check- in and Security Checks at Air Terminals.

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

Contractor shall work in accordance with the principles and guidelines provided in Company Security requirements.

#### **3.7.3 Securing supplies and material**

Contractor shall secure, that no unauthorized material and personal reaching Company Worksites via the supply chain (including supplier, transport chain, supply base, sea areas, vessel, facilities).

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, if required by Company or local requirements to sign a Security Agreement (for example see: Norwegian Oil and Gas Guideline no. 091).

### **3.8 Environment**

Contractor shall monitor amount and type of discharges and emissions according to national regulations and/or Company requirements, such as accidental discharges or planned and permitted discharges.

#### **3.8.1 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.

### 3.8.2 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 plan for the Work, if required by Company.

## 3.9 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 offshore site with medical personnel taking care of acute illness and injuries.

Contractor shall provide correct Personal Protective Equipment (PPE) and ensure that all personnel (including Company personnel, if required) are equipped with and use correct PPE.

### 3.10 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 with 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.

### 3.11 HSE Training (IOGP Contract Mode 1 + 2)

Contractor shall ensure safety training in accordance with the Oil and Gas recommended practise on Safety Training and national standards 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 Worksite.

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 Worksites 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.

### 3.12 Project/Contract Management Plan

Contractor shall develop a Project/Contract Management Plan or equivalent documentation upon request, specific for the execution of the Work for Company. The Contract Management

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.
- h) Contractor shall provide Company with information which contract mode is applicable for Work and Worksites of Contractor or Subcontractors.

Contractor shall forward a draft of the Contract Management Plan to Company for comments and acceptance prior to own approval. This is also applicable for subsequent updates.

Company will provide to the Contractor the final Contract Management Plan.

#### 4. DEFINITIONS

Term / Abbreviation	Definition
<b>Accident</b>	Means an unintended incident leading to death, personal injury, release of material, pollution or economic loss, including negative reputation, or unforeseen deviation from laws, regulations, procedures or standards.
<b>ALARP-Principle</b>	For a tolerable risk to be ALARP (“as low as reasonably practicable”), all best available techniques are implemented and it shall be demonstrated that the cost involved in reducing the risk further would be grossly disproportionate to the benefit gained.
<b>Bridging</b> (IOGP 423-02)	Bridging documents are needed when all or part of the scope of work is to be performed by using the Contractor HSE-MS, on the basis that it meets the requirements of the Company HSE-MS. Bridging between Company and Contractor management systems is normally only required for Mode 2 and 3 contracting, although some form of interface document may be required for Mode 1 contracting.
<b>Contractor</b> (based on IOGP definitions)	Person / company that carry out services for WD and can have HSE implications, including Subcontractors (see also IOGP contract mode 1 – 3 definitions).
<b>Deviation Permit</b>	means permission to depart from the originally specified requirements of a product or service (as specified in the Contract) prior to realization.
<b>EPC</b>	EPC/EPCM Engineering, Procurement and Construction/Management (onshore project)
<b>EPCI</b>	EPCI Engineering, Procurement, Construction and Installation (offshore project)
<b>First Aid Case / FAC*</b>	Cases that are not sufficiently serious to be reported as medical treatment or more serious cases, but nevertheless require minor first aid treatment, e.g. dressing on a minor cut, removal of a splinter from a finger.
<b>HSEQ</b>	Health, Safety, Environment and Quality.
<b>HSE-MS</b>	HSE-MS includes the management system areas: health and safety, security, social responsibility (including human rights) and environment, which are part of an integrated Operating Management System (OMS). In Wintershall Dea this is synonymous with the Business Management System (BMS).
<b>HSE representative*</b>	The HSE representative is in active support role throughout the various phases of the contract life cycle.
<b>HiPo, High Potential Event</b>	Any incident or near miss that could have realistically resulted in one or more fatalities
<b>HSE Plan</b> (IOGP 423-02) similar with <b>HSE Program</b>	An HSE plan / HSE program defines what should be in place during the life cycle of the Contract and the steps required to be taken, by whom and by when in order to meet Company and Contractor requirements. In Wintershall Dea the HSE Plan / HSE program also include, if required, quality aspects.
<b>IFC Standards</b>	Environmental, Health, and Safety (EHS) Guidelines of World Bank Group related to <a href="#">Offshore Oil and Gas Development</a> & <a href="#">Onshore Oil and Gas Development</a> .
<b>Interface*</b>	A documented identification of relevant gaps (including roles, responsibilities and actions) in the different HSE-MS of the participating parties in a contract which, when added to the HSE plan, will combine to provide an operating system to manage all

	HSE aspects encountered in the contract with maximum efficiency and effectiveness.
<b>Life Saving Rules</b>	IOGP's Life Saving Rules provides workers in the industry with the actions they can take to protect themselves and their colleagues from fatalities (IOGP report 459, <a href="#">LIFE-SAVING RULES</a> ).
<b>Lost Time Injury Rate / LTIR*</b>	The number of lost time injuries (fatalities + lost work day cases) per 1,000,000 (1 million) work hours.
<b>Lost Work Day Case / LWDC*</b>	Any work-related injury, other than a fatal injury, which results in a person being unfit for work on any day after the day of occurrence of the occupational injury. 'Any day' includes rest days, weekend days, leave days, public holidays or days after ceasing employment.
<b>Man hours</b>	For offshore man-hours, 12 hours per day + overtime should be used. For onshore man-hours 8 hours per day + overtime should be used.
<b>Monitoring*</b>	Determining the status of a system, a process, a product, a service or an activity. An activity undertaken by Company which is risk-based and systematic to check on a 'sample and test' basis that Contractor are undertaking verification activity as per the agreed plan. Monitoring activity should be performed by competent individuals in accordance with a monitoring plan (for example: audits, review, inspections, test and validations).
<b>Medical Treatment Case / MTC *</b>	Cases that are not severe enough to be reported as fatalities or lost work day cases or restricted work day cases but are more severe than requiring simple first aid treatment. Further guidance on cases that qualify as medical treatment rather than First Aid Cases is given in IOGP Safety data reporting user guide (most recent edition valid – updated annually).
<b>Near Miss *</b>	An unplanned or uncontrolled event or chain of events that has not resulted in a recordable injury or physical damage or environmental damage but had the potential to do so in other circumstances.
<b>Non-Conformity</b>	Means non-fulfilment of a requirement specified in the Contract or applicable law and regulations
<b>Observation</b>	An unsafe condition or unsafe act that could lead to an incident, or an improvement proposal or acknowledging a leading example.
<b>Occupational illness*</b>	Any abnormal condition or disorder, or any fatality other than one resulting from an occupational injury, caused by exposure to environmental factors associated with employment. Occupational illness may be caused by inhalation, absorption, ingestion of, or direct contact with the hazard, as well as exposure to physical and psychological hazards. It will generally result from prolonged or repeated exposure.
<b>Occupational injury*</b>	Any injury such as a cut, fracture, sprain, amputation, etc., or any fatality, which results from a work-related activity or from an exposure involving a single incident in the work environment, such as deafness from explosion, one-time chemical exposure, back disorder from a slip / trip, insect, or snake bite.
<b>Restricted Work Day Case / RWDC*</b>	Any work-related injury other than a fatality or lost work day case which results in a person being unfit for full performance of the regular job on any day after the occupational injury. Work performed might be: <ul style="list-style-type: none"> <li>• an assignment to a temporary job;</li> <li>• part-time work at the regular job;</li> <li>• working full-time in the regular job but not performing all the usual duties of the job.</li> </ul> Where no meaningful restricted work is being performed, the incident should be recorded as a lost work day case (LWDC).

<b>SCC</b>	<p><b>S</b>icherheits <b>C</b>ertifikat <b>C</b>ontraktoren (Germany) or <b>S</b>afety, Health and Environmental <b>C</b>hecklist <b>C</b>ontractors (Belgium, Netherland).</p> <p>SCC is a certifiable occupational health and safety management system developed in the petrochemical industry. Available in various sectors of Dutch, Belgium, France, German and Austria industry.</p>
<b>SECE</b>	Collectively, Safety and Environmental Critical Elements.
<b>Security</b>	In this document security is defined as preventive acts, or measure against threats, criminal acts or attempts.
<b>Total recordable injury rate (TRIR)*</b>	The number of recordable injuries (fatalities + lost work day cases + restricted work day cases + medical treatment cases) per million hours worked.
<b>Verification*</b>	An activity undertaken by the Contractor which is risk-based and systematic to check that work is being delivered in accordance with the agreed verification plan and that risk controls and barriers are being effectively implemented. The verification plan is owned by the Contractor (for example: review, inspections, tests and validations).
<b>Worksite</b>	A place or premises where work is to be or is being performed.

\* terms of [IOGP report 423](#) HSE management – guidelines for working in a contract environment