

APPENDIX D

**ADMINISTRATION REQUIREMENTS
for
Services onshore and procurement of goods and equipment**

OKEA AS



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1 INTRODUCTION

1.1 Preamble

In this Appendix, the words and expressions established as definitions and references in Form of Agreement, Conditions of Contract and Appendices shall have the meaning as assigned to them there.

This Appendix D covers the following Scope of Work:

- a. Non-critical Services performed on-shore
- b. Supply of equipment and goods
- c. A combination of the two

When the Scope of Work only comprises a. , provisions only relevant for b. are to be considered as Not Applicable.

When the Scope of Work only comprises b. , provisions only relevant for a. are to be considered as Not Applicable.

Implementation and administration of Work shall utilise Contractor's procedures to the extent possible. Contractor shall align his methods, routines, and procedures in order to comply with Company's requirements stated in this Contract.

2 HEALTH, ENVIRONMENT AND SAFETY

2.1 HSE principles and Contractor's responsibility

Company requires Contractor to have a strong and clear HSE commitment.

Contractor's HSE management system shall comply with latest revision of NS-EN ISO 14001, SNBS OHSAS 18001 and NORSOK S-006 Annex B, Category applicable to the Scope of Work.

Contractor shall assess the HSE expertise and records of its Subcontractors and ensure that Subcontractors and their contractors' HSE management system will meet the requirements of NORSOK S-006 as relevant for the Work.

2.2 Occupational health services

Contractor shall provide an occupational health service for its employees, and make sure that the same applies for Subcontractors. The occupational health service shall at least provide preventive health services and rehabilitation, surveillance of workers health and the working environment and advisory services for employees and employers regarding health and working environment.

2.3 Environment

If relevant to the Work, Contractor shall have an environmental management system developed to a level comparable to a recognized international standard, e.g. ISO 14001, latest revision. The system should be known by Contractor's personnel, and actively adhered to.

2.4 Security

Contractor shall at all times have implemented security measures which protect Company against relevant threats of harm related to Work and Company's operations and property.

Contractor shall establish a system for handling classified documents and classified electronic data.

Contractor shall at any time be able to verify the identity of the personnel, and always check relevant qualifications and obtain references from earlier employment, when Contractor uses hired personnel for performance of Work.

Contractor's personnel who are considered likely by Company to have access to sensitive documents, procedures and/or other sensitive information shall sign Company's confidentiality undertaking.

2.5 Personal protective equipment (PPE) and working clothes

If relevant, Contractor shall provide necessary personal protective equipment (PPE) and working clothes for its personnel, and ensure that all Contractor personnel performing Work are equipped with, and use correct PPE when appropriate.

3 QUALITY MANAGEMENT SYSTEM

3.1 Management system requirements

Contractor shall have an implemented quality management system complying with the requirements in NS-EN ISO 9001 (latest revision) or equal. The quality management system shall cover all Contractor's activities in connection to Work, such as management systems for quality, HSE, finance, project control, information, and information technology.

3.2 Subcontractor quality assurance

Contractor shall assure that its Subcontractors for Work establish, implement and maintain a quality management system appropriate to their scope of work.

3.3 Non-conformities system

Contractor shall establish, document and maintain a non-conformity control system in order to track non-conformities systematically. The system shall provide for an effective feedback loop to prevent recurrence for the duration of Work. At the request of Company, Contractor shall submit the latest non-conformity report (NCR) for review.

3.4 Audit and verification activities by Company

Company, or anyone authorized by Company, shall have the right to perform audits and verifications according to recognized standards towards Contractor Group throughout duration of Work, with minimum 10 working days notice. Contractor shall free of charge provide the necessary assistance and access to facilities, documents and records necessary to verify compliance with requirements. Audits and verifications carried out by Company shall not relieve Contractor of its responsibility for Work.

3.5 Audit and verification activities by Contractor

Contractor shall plan and carry out monitoring activities (follow-up, verifications or audits) according to recognised standards, both internally and towards Subcontractors, in order to assure Work is carried out according to the quality management system and quality plan. If requested, Contractor shall submit plan for audit and verification activities to Company if required.

3.6 Development, supply and maintenance of software programs or products

In respect of the development, supply and maintenance of software programs or products, the guidelines in quality standard ISO/IEC 90003 (latest revision) Software Engineering: Guidelines for the application of ISO 9001 (latest revision) to computer software shall apply.

3.7 Risk management

Contractor shall implement, document and maintain a risk management system to systematically document and follow-up Contractor's defined Risk management process.

Contractor shall have a documented process for monitoring and reviewing the risk management system.

The system shall be in compliance with latest revision of NS-ISO 31000 "Risk management – Principles and guidelines" or equivalent and NORSOK Z-013. Contractor shall communicate significant risks to Company.

4 ORGANISATION AND PERSONNEL

4.1 Organisation

Contractor shall have an organisation plan for the Contract. This plan shall include:

- Organisation chart with names and positions.
- Identification of key personnel.
- Job descriptions with definition of area of responsibility, authority and qualification requirements.
- If Contract contains requirements for personnel with specific qualifications, Contractors plan shall indicate how Contractor will ensure that such personnel are available at all times.

Contractor shall in all phases, plan their own staff to ensure continuity of operations, as well as the optimal transfer of experience and improvement.

Contractor shall ensure that all relevant personnel who are involved in performance of Work, are in possession of valid work permits.

When Company has reasonable reason to do so, Contractor shall, upon written request from Company, remove personnel performing Work for Contractor. Any person, who had to be removed in accordance to the above, shall be replaced without unnecessary delay with a qualified person who shall be approved by Company.

If increase in manning level is required, Contractor shall utilize personnel with qualifications according to Contract.

4.2 Key personnel

Key personnel essential to performance of Work, shall be approved by Company, and Contractor cannot replaced them without a prior written approval by Company. Such approval shall not be unreasonably withheld. In the event key personnel are to be replaced, Contractor shall provide sufficient training and periods of overlap, at Contractor's cost, in order to minimize consequences to Company.

4.3 Employment contracts/industrial disputes

Contractor is obliged to issue written employment contracts to all Contractor's personnel performing Work for Company under this Contract. Contractor shall also ensure that Subcontractors' personnel have written employment contracts. The employment contracts shall specify the employees' position, their pay and compensation system, payment of wages, working hours system, etc.

Contractor is obliged to comply with any agreements entered into with the employees' unions. Company shall have access to these contracts of employment for the purpose of auditing the applicable laws, rules and regulations in respect of employment and working conditions are adhered to.

Contractor shall immediately notify Company in writing if any ongoing or expected labour dispute or industrial dispute/-s will influence Contractor or Subcontractor's performance of Work.

4.4 Workplace regulations

All personnel are obliged to comply with the safety and working regulations applying at any time if working on Company premises.

5 PRINCIPLES FOR PURCHASE ORDERS AND INVOICING

Work under this Contract will be initiated by Purchase Orders issued by authorised personnel.

Company can require Contractor to present a proposal/estimate for Work to be performed in accordance with Contract, prior to issue of Purchase Order. Contractor shall respond to this request without undue delay. Contractor's proposal shall form the basis for clarifications and agreement with Company, in order to issue a signed Purchase Order.

OKEA is implementing the web portal SISCommerce for sharing Request for Quotations and Purchase Orders. Unless another procedure is specifically agreed between Company and Contractor, Contractor is required to use the SISCommerce web portal for submitting Quote and accepting Purchase Order. A guideline for interacting with Company via SISCommerce is presented on www.okea.no/suppliers.

OKEA requests our suppliers to use the EHF format (Electronic Trading Format) for electronic invoicing. This format will be introduced as an obligatory requirement at a later stage. For more information see the invoicing guidelines presented at www.okea.no/suppliers.

6 VARIATIONS TO WORK

If applicable, variation order request shall be submitted to Company.

7 PROJECT CONTROL

7.1 Planning

Contractor shall establish and maintain a planning and progress monitoring system as required for Work. Contractor shall establish and maintain all necessary plans for performance of Work. Planning level shall be agreed with Company.

7.2 Reporting

Requirements for reporting shall be agreed with Company after Contract award, and will typically be based on reporting as described below.

7.2.1 Monthly report

Contractor shall prepare monthly reports in a format Company deems appropriate at any time. Contractor shall submit reports to Company within 3 working days after the end of each month.

A typical monthly report shall include:

- management summary with progress and cost status
- activities performed previous period and activities to be performed next period □ tabulator reporting of:
 - Purchase Orders
 - cost
 - schedule
 - planned and actual progress
 - variation orders and amendments
- HSE report including
 - HSE statistics and trends in development of Key Performance Indicators (KPI's) (last 12 months)
 - A recommended action plan where targets and KPI's are not achieved
 - Status on HSE programme activities

- Status on documented implementation of relevant actions from safety alerts ○
Status on efficiency of corrective and compensating actions to identified HSE undesirable events
- Areas of concern and risk areas with mitigating actions

7.2.2 Quarterly report

Contractor shall submit quarterly report as agreed with Company.

7.3 Recording of hours

In case the compensation format (ref Appendix B) is based on reimbursable hourly costs, Contractor shall record all hours used by personnel involved in Work, including hired and Subcontractor personnel. All hours shall be recorded against Contract, the individual Purchase Orders and according to personnel category. All timesheets shall be approved by Company.

8 REPORTING TO PUBLIC AUTHORITIES

Contractor is responsible to keep informed of the appropriate statutory requirements in accordance with the regulations and laws in force in the respective areas where Work is being performed, and to submit all necessary reports to Government Authorities in accordance with the regulations and laws in force. Contractor is also obliged to ensure compliance of his Subcontractors.

Company shall receive copies of communication with authorities relevant for Work, including for Subcontractors.

8.1 General application of wage agreements etc.

The payment and working conditions for all Contractor's and Subcontractors' employees, and hired personnel shall be in accordance with the Norwegian Act relating to the general application of wage agreements, and its pertaining regulations.

Contractor and its Subcontractors shall ensure that the payment of and working conditions for all employees upholds the minimum level specified in the comparable and/or applicable wage agreements.

On request, Company may require Contractor and his Subcontractors to produce documentation in accordance with the Norwegian Act relating to the general application of wage agreements regarding the payment and working conditions of Contractor's and Subcontractors' personnel.

8.2 Reporting to the Central Office - Foreign Tax Affairs

Contractor including any other parties executing Work under the Contract, shall report to Central Office – Foreign tax affairs (Sentralkontoret for utenlands saker SFU) in compliance with the provisions of Norwegian Tax Assessment Act (Ligningsloven med forskrifter).

8.3 Reporting to the Directorate of Immigration

Contractor including any other parties executing Work under the Contract, shall report to the Norwegian Directorate of Immigration as well as the local police station in compliance with the appropriate regulations. Reporting shall be according to frequency given by authorities and apply to employees from countries not included in the European Economic Area (EEA) agreement.

9 PACKING AND MARKING OF DELIVERIES

Materials and goods delivered to Company, shall be properly packed and marked according to relevant industry standards, applicable laws and regulations, instructions given in Contract and Purchase Order's and Operator's requirements "Packing and Labelling Guidance"

All Contractor Group personnel involved in packing, securing and transport of equipment and materials shall have approved proof of competence after completing the course NOG 116 "Packing, securing and transport of equipment, including user control of lifting equipment".

9.1 Packing

All equipment shall be securely packed in accordance with NOG 116 "Recommended guidelines for packing, securing and transport of loads, and for user inspection of load carriers". Materials suited for transport on pallets, shall if possible be packed on an 80 x 120 cm (Euro pallet) pallet and total height shall not be more than 100 cm.

- For packing, securing and transportation to an offshore supply base or to/from Company installations, the NOG Guideline 116 shall be followed "Recommended guidelines for packing and securing the transport of cargo and user control of load carriers".
- Shipments from Contractors with NOG Protecting Agreement shall be secured in accordance with NOG guideline 091 "Securing supplies and material in the oil industry". When material is packed in baskets to be sent offshore, the weight of the goods shall be in balance, this to ensure safe operation in later handling. Baskets shall be equipped with a fixed buffer to prevent the material from moving from its fastened position. During loading for offshore transportation all lifting equipment shall be in balance as calculated for all types of lifting operations. The maximum allowed deviation is 5 (five) degrees from balanced condition. In containers with shelves installed, heavy loads must be placed at the bottom of the containers (acc to NOG 116).

Final inspection of equipment for use offshore shall be carried out by Contractor at his premises prior to shipment.

9.2 Marking

Contractor shall, as a minimum, mark every item delivered with correct delivery address, name of the receiving installation, Purchase Order number, content, weight, total number of parcels in shipment and any product and danger marking required by any relevant regulations. In addition various further marking instructions may apply according to Purchase Order.

9.3 Documentation for delivery of materials

Contractor shall ensure adherence to any documentation required by Contract, industry standard and applicable laws and regulations.

A detailed cargo manifest or a delivery note shall be sent by e-mail to the offshore supply base for each shipment including date and time for delivery of the shipment to the base.

Delivery documents (packing list and detailed cargo manifest) shall follow every delivery and be marked with name of the Company installations, Purchase Order number, description of the shipment and quantity.

Contractor shall ensure that all necessary documentation are delivered together with the materials. If Company requires IS-tagging, Contractor shall ensure the ID number appear clearly on the certificate.

Contractor shall ensure that certificates for cargo carriers and lifting material are updated in accordance with requirement for annual inspection.

Contractor shall ensure that 2 sets of NOG approved safety data sheets accompany the shipment for all products where this is required according to applicable regulations.

If Purchase Order includes temporary material, Contractor shall ensure that documentation is provided for in accordance with applicable requirements in NORSOK Z-015.

Proforma invoice shall follow delivery if applicable.

If applicable, the following documentation shall accompany a shipment:

- Relevant certificates

- Safety Data Sheet (SDS) in 2 copies
- Transport emergency card
- Dangerous goods waybill
- Shipper's declaration for dangerous goods

9.4 Dangerous goods

If applicable, Contractor shall ensure that shipment containing dangerous goods are classified and allowed for transport according to ADR/RID, IMDG and IATA in accordance with the mode of transport to be used, delivered to the current Company installations or onshore facilities and provide necessary documentation.

Pre-notification for conveyance of dangerous goods etc. to comply with all current laws, rules and regulations. Such pre-notification is in addition to the normal statutory obligations for licensing, classifying, packing, labelling (per IMDG Code and CPG regulation) and transportation of dangerous goods, by the issue of documentation to be received by Company at least 24 hours prior to delivery. Furthermore, each consignment must be accompanied by either:

- For sea transport, a Dangerous Goods Manifest (Declaration) and packing Certificate (in compliance with S.I. 1747).
- For air transport, a Consignment Note or IATA Shippers Declaration for Dangerous Goods.

With each entry on the Dangerous Goods Manifest/Consignment Note supported by Health and Safety Data Sheets. Copies to be furnished to the Safety Officer/Medic offshore and the Company's onshore Environmental Supervisor prior to the goods being shipped.

9.5 Contractor's transport equipment

Contractor shall, if its own transport equipment is being used, indicate on the despatch note in which transport unit the material is packed. The transport units shall be adjusted to the object, securely packed and the content shall be secured with a safety net, straps or other appropriate safety equipment. Transport units shall be sealed, and the despatch note shall indicate the seal number.

The transport equipment used for offshore shipments must be certified for offshore use, and valid lifting certificates shall accompany the equipment.

Contractor is responsible for slings and other lifting aids for Contractor's equipment and materials.

Lifting gear shall be certified and approved according to "DNV 2.7.1".

Temporary equipment shall be in accordance with NORSOK Z-015 "Temporary Equipment"

10 ADMINISTRATION

10.1 Communications and correspondence

All Contractual communications and correspondence from Contractor to Company shall be addressed to Company's Representative. All written or electronic communications shall have reference to Contract and Purchase Order number and relevant subject. All instructions and agreements given on telephone, shall be confirmed immediately in writing. The system for correspondence shall be agreed after Contract award.

10.2 Language

All documents and correspondence for this Contract shall be in Norwegian or English language, and shall be decided by Company after Contract award.

11 DOCUMENTATION

Contractor is responsible to issue all relevant information and documentation of Work. Contractor shall store and administrate relevant documentation, i.e. test reports etc. on behalf of Company. The documentation shall be made available to Company at any time, also after Contract end date.

Necessary documentation shall be delivered according to requirements in Contract and the Purchase Order.

12 SPECIFICATIONS AND COMPANY DOCUMENTS

It is Contractor's responsibility to identify and adhere to all Laws, regulations, standards and specifications relevant for Work. The latest published revision of the documents shall apply.

In case of any contradictions between Laws/Regulations and standards, Laws/Regulations shall prevail.

It is Contractor's responsibility to identify, request and adhere to all Company's documents relevant for Work. Contractor will be given access to Company's documents as applicable. The latest published revision of the documents shall apply.

For services and maintenance of equipment, Contractor shall utilize documentation and manuals for the specific equipment to secure its integrity. Such documentation will be made accessible to Contractor.

13 PARENT COMPANY GUARANTEE

If requested, Contractor shall provide a Parent Company Guarantee free of charge.