

## Low Risk Health Safety Environment Pro-Forma Clauses

<b>Document Overview</b>	<p>The following HSE clause shall be used in the HSE annexure of all Low Risk contracts.</p> <p>The risk assessment of the contract shall be determined in accordance in BHP Billiton Petroleum Procedure <a href="#">Contractor and Supplier HSE Management</a>.</p> <p>Except as set forth below, the content of this document when included within a contract shall not be changed, modified or altered in any way.</p> <p>In circumstances where the requirements of the Low Risk HSE Pro-Forma Clauses cannot be met, a <a href="#">Petroleum HSE Variance Form</a> must be completed and submitted to <a href="#">Petroleum HSE Systems Support</a>.</p> <p>Variances to this procedure or the Pro-Forma Clauses must be approved by:</p> <ol style="list-style-type: none"> <li>1. Petroleum Legal Counsel</li> <li>2. Vice President HSE</li> </ol> <p>Any approved modifications must be expressly agreed by authorized representatives of Company and Contractor and set forth in writing in an amendment to the Low Risk contract or other writing which demonstrates the Parties' agreement to modify or amend certain HSE clauses.</p>
<b>Targeted Audience</b>	Operational personnel with direct responsibility to manage, implement, and monitor contracts for goods and services.
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<b>Document Owner</b>	Petroleum Supply – Analysis & Improvement

**BHPB HEALTH, SAFETY AND ENVIRONMENT****CONDITIONS OF CONTRACT**

1. Contractor shall identify, document and comply with all pertinent Health, Safety and Environment (HSE) laws and regulations, approvals, licenses and permits which are applicable to the Services and conduct of activities in a manner consistent with the BHP Billiton Health, Safety and Environment Management System, the BHP Billiton Code of Business Conduct, and the BHP Billiton Petroleum HSE requirements set out in this contract (including, as applicable, all Attachments, Exhibits, and Schedules hereto).
2. Before commencement of any Services, Contractor shall at its own expense ensure that Contractor's Personnel have been given HSE induction training. The HSE training shall include a briefing explaining the nature of the part of the Services they will be performing, a job safety analysis and description of the hazards, which may be encountered during the performance of the particular tasks, which they are required to perform. During such training, Contractor shall emphasize the fact that each person has an obligation to stop an act or task if it is unsafe.
3. All Contractor's Personnel arriving on the Company Site shall attend the Company's HSE induction including a review of the Site's safety and emergency evacuation procedures.
4. Contractor shall, at its own expense, supply Contractor's Personnel, where required, in connection with the safe performance of the Services, with adequate protective clothing and other protective equipment which shall be maintained in good condition or replaced, and shall be worn at all times where required to manage potential injury from hazards associated with Services under this Contract. Contractor shall ensure that all Contractor's Personnel and visitors wear protective garments and equipment in the appropriate circumstances, even if not actively engaged in the Services.
5. Contractor shall ensure that all Contractor's Personnel are able to perform the essential functions of their respective assignments and shall certify the same to Company if so requested by Company or if required by law. Contractor's medical assessment process shall meet or exceed the requirements of Company's medical assessment procedure.
6. Contractor shall have in place an injury/illness case management program that includes provision of qualified medics, working instructions for medics (including hold points prior to treatment), transportation of injured personnel, medical assessment, medical treatment, and injury/illness rehabilitation that meets any applicable regulatory requirements and which meets or exceeds the requirements of Company's injury/illness case management procedure. If Contractor does not have a case management program or Contractor's case management program does not meet or exceed requirements of Company's injury/illness case management procedure, Contractor shall require Contractor's personnel to consult with Company's approved, third party medical clinics and medical professionals. Company reserves the right to have any injured Contractor personnel (including its subcontractors) assessed by the Company's nominated medical professionals and Contractor shall make its personnel available for such assessment as required by Company.
7. Contractor shall ensure that Contractor's Personnel required to travel offshore are trained in an approved Helicopter Underwater Escape Training (HUET) course that includes the use of a Modular Escape Training Simulator (METS) at least every four years or more frequently if required by local regulations.

8. Contractor shall have in place a drug and alcohol program which is acceptable to Company and which meets all laws and regulations applicable to the Services. Contractor shall provide results and reports to Company upon request. Contractor's Personnel on Company Sites are subject to Company's drug and alcohol procedure.
9. Contractor's Personnel required to travel to a Company site shall possess and present upon request, a current (without last 2 years) medical certificate, valid picture ID, HUET card/certificate for offshore travel (in addition to any other current security credentials required by local regulations) at Company's heliport and/or vessel loading dock.
10. Contractor's Personnel shall not smoke at the Site except within designated smoking areas.
11. Contractor shall ensure Contractor's Personnel do not bring any firearms or weapons on to the Site.

### HSE Requirements:

Contractor is responsible for reviewing and evaluating the impact to contract costs for compliance with the BHP Billiton HSE requirements as they apply to the proposed work activities.

To download a copy of BHP Billiton HSE Requirements, go to:

<http://www.bhpbilliton.com/bb/bhpBillitonSuppliers.jsp>

Company may amend these HSE Requirements from time to time by posting amendments on its website. Contractor agrees to be bound by any amendments to such HSE Requirements posted on Company's website. Company will provide notice of such amendments by email communication or other written communication to Contractor's Representative. Company shall also provide Contractor with details in respect of the specific changes or additions resulting in any amendments to the HSE Requirements. Any HSE Requirements amendments posted on Company's website shall be effective thirty (30) days from the date posted.

Where applicable, Services to be done for the Drilling Department shall also consider the need to comply with the Company Drilling HSE requirements.