

Standard Health Safety Environment Pro-Forma Clauses

Document Overview	<p>The following HSE clauses shall be used in the HSE annexure of all High Risk contracts.</p> <p>The risk assessment of the contract shall be determined in accordance in BHPB Billiton Petroleum Procedure Contractor and Supplier HSE Management.</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 Standard HSE Pro-Forma Clauses cannot be met, a Petroleum HSE Variance Form must be completed and submitted to Petroleum HSE Systems Support.</p> <p>Variations to this procedure or the Pro-Forma Clauses must be approved by:</p> <ol style="list-style-type: none"> 1. Petroleum Legal Counsel 2. Vice President HSE <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>
Targeted Audience	Operational personnel with direct responsibility to manage, implement, and monitor contracts for goods and services.
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1.0 HSE MANAGEMENT SYSTEM

1.1 Contractor HSE Management System

- (a) Contractor's HSE management system shall systematically address all aspects of the Services and compliance with all HSE laws and regulations, approvals, licenses and permits which are applicable to the Services. A copy of the Contractor's HSE management system shall be submitted to BHP Billiton Petroleum, referred hereinafter as "Company" for review, upon request. Prior to the commencement of the Services under the Contract, a review and alignment as necessary of Company's HSE system and the Contractor's System shall be carried out. The Contractor's HSE management system shall provide structure and substance for an effective hazard management process. The system shall demonstrate to Company that the management of HSE will be implemented in a planned, systematic, documented and cost effective manner. Areas where the Contractor's HSE management system fails to meet Company's standards that impact the Services shall be addressed and recorded and new plans or procedures prepared by Contractor that meet Company's standards as part of the alignment process. Where Contractor's standards exceed Company's standards, then the Contractor's standards shall be followed. Any modification of the agreed-to HSE management system during the Term of the Contract shall be notified to Company. The "System" as used hereinafter, shall refer to the HSE Management System plus any changes to it made to satisfy the Company's standards.
- (b) During the course of planning for a particular project or job or as a condition to performing the work to achieve harmonization of HSE management systems, Contractor may be required to submit an HSE Improvement Plan or participate in producing a Bridging Plan. An HSE Improvement Plan shall address specific actions that a Contractor and / or subcontractor would take to improve HSE performance to a level acceptable to Company. A Bridging Plan shall address the specific hazards of a job and how the two HSE Management Systems and procedures (Company and Contractor) would effectively operate.
- (c) Company uses a risk-based process to manage the HSE aspects related to contracted activities. To assist in this effort, Company may utilize the services of a third party to gather HSE information and to periodically audit this information. In this regard, Contractor will be requested to complete a Standard Safety Questionnaire (SSQ) and may be asked to assist or cooperate in a Safety, Health, and Environmental Review Process. Other than the time required to provide this information, these services do not involve any cost to the contractor. Examples are available from Company upon request. In addition, Contractor may be requested to complete a Company HSE questionnaire or cooperate in a Company-led HSE audit.
- 1.1.1** Contractor represents and warrants that its managers, supervisors and employees are responsible for ensuring that the Services are performed in accordance with these HSE Conditions. Contractor shall at Company's request, provide Company with organization charts, specifying the areas of HSE responsibility of managers and supervisors.
- 1.1.2** Contractor shall specify one of its employees as the Site HSE Adviser who shall be responsible for attention to HSE matters at all levels at the Site of work, including emergency response.
- 1.1.3** Contractor's Personnel shall be trained or briefed on the System by Contractor, such that they have a working knowledge of the requirements that relate to their work functions.

- 1.1.4** A copy of the System shall be available on the Site. This could be hard copy or in electronic format.
- 1.1.5** Contractor shall regularly review the System to ensure the System is up to date and continues to comply with all HSE Requirements which are applicable to the Services or Site. Contractor shall ensure Contractor's Personnel are advised of any changes and any obsolete copies or documents are removed from circulation to avoid unintended use. Contractor shall provide Company with access to or copies of the System upon request.
- 1.1.6** Contractor shall, if requested, provide a copy of its safety manuals, policies and procedures to Company and shall ensure that Contractor's Personnel shall, at all times strictly observe and comply with procedures set out therein as well as safety procedures requested by Company. Contractor shall notify Company of any updates or revisions to its safety manuals, policies or procedures as soon as practicable following revision or update. Company may request copies of these updates or revisions.
- 1.1.7** Company shall have the right to request that Contractor supplement its safety manual, policies and procedures with guidelines and/or operating standards provided to Contractor by Company. Contractor shall comply with such request where the request is consistent with the requirements of the Contract. Contractor shall give prompt, written notice to Company of any objection of Contractor to the requested supplement, including the reasons for the objection to the supplement. Company's rights under this Section are not intended and shall not be construed to relieve Contractor from any obligations to ensure compliance with all provisions of this document and the Contract.
- 1.1.8** Contractor shall conduct internal audits to ensure full implementation of and compliance with the System on the Site. Contractor shall at Company's request provide documentary evidence that it has complied with the System.

1.2 Monthly Reporting of HSE Information

Company requires that, upon request, certain HSE-related information for a preceding month shall be provided by the 2nd working day of the current month. This information relates to HSE performance and fulfillment of Contractor's obligations under this Contract. The information may include, but not be limited to, data concerning number of work hours, incidents, safety meetings and training, environmental discharges (air, water, land), audits and inspections, etc. Information and format requirements for this monthly report shall be communicated at the planning meeting described in Section 5.1.

1.3 Health and Safety

The System must demonstrate Contractor's commitment to health and safety and should as a minimum contain the following:

- 1.3.1** Health and safety policies;
- 1.3.2** Health and safety objectives;

- 1.3.3** Identification and documentation of all applicable standards, laws and guidelines to be adopted (including obtaining and maintaining approvals, licenses and permits required for the performance of the Work);
- 1.3.4** Allocation of responsibilities and authorities and documented role descriptions (including ensuring all Contractor's Personnel have appropriate qualifications, licenses and experience to perform their roles in relation to the Services);
- 1.3.5** A behavioral based safety observation system with empowerment of all Personnel to act on and report unsafe practices and situations;
- 1.3.6** A system to recognize, report, and correct unsafe acts or conditions associated with all activities. If Contractor believes that the operations cannot be safely undertaken or that continuance of operations may result in any hazardous conditions, Contractor shall immediately cease the Work or correct the situation and notify the Company. Contractor shall use its best efforts at all times to control or overcome the cause or minimize the effect of any hazardous condition;
- 1.3.7** Specific procedures, methods and work instructions to be applied to the Services;
- 1.3.8** Schedule of Safety meetings;
- 1.3.9** Hazard and risk identification, control and mitigation processes (including processes to reassess hazards and risks whenever changes occur to plant and equipment, Personnel or the working environment). This process should include pre-job hazard reviews such as a JSA (Job Safety Analysis) or JRA (Job Risk Analysis) system;
- 1.3.10** High level risks must be included in a hazard register;
- 1.3.11** Record keeping on health and safety including maintenance of a register of all explosives, firearms, hazardous waste materials, detonation devices and other dangerous materials brought on to or used on the Site along with a description of security measures to ensure these items are maintained and kept secure;
- 1.3.12** Incident investigation and reporting (including causes and preventative and remedial actions);
- 1.3.13** Audit/review/management feedback;
- 1.3.14** Selection and management of Contractor's Personnel in relation to health and safety;
- 1.3.15** Training in relation to health and safety (including training in safe working behavior and hazard risk analysis);
- 1.3.16** Safety awareness promotions;
- 1.3.17** Personal protective equipment;
- 1.3.18** Monitoring and management of Personnel exposure to an occupational hazard, i.e., noise, dust, and other hazardous materials;

1.3.19 Ability to perform Services; and

1.3.20 Injury management and rehabilitation support and procedures.

1.4 Environment

1.4.1 Contractor's System shall address any actual or potential impacts on the environment and show how those impacts are to be avoided or minimized. The System shall demonstrate to Company that the management of environmental protection by Contractor will be implemented in a planned, systematic, documented and cost-effective manner. Contractor shall comply with Company's Environment Management Standard. The System must demonstrate Contractor's commitment to environmental protection and should as a minimum contain the following:

1.4.2 Environmental policies;

1.4.3 Environmental objectives to be attained throughout the life of the Contract;

1.4.4 Identification and documentation of all applicable standards, laws, guidelines and legislative requirements to be adopted (including obtaining and maintaining approvals, licenses and permits required for the performance of the Work);

1.4.5 Allocation of responsibilities and authorities and documented role descriptions;

1.4.6 Specific procedures, methods and Work instructions to be applied to the Services;

1.4.7 Process for identifying, documenting, assessing and controlling environmental hazards and risks including a risk register;

1.4.8 Record keeping in relation to the environment including maintenance of a register of all potentially environmentally harmful materials or substances used or stored on the Site by Contractor and a description (e.g. Material Safety Data Sheet) of how such materials or substances are to be safely used, stored and disposed of;

1.4.9 Environmental incident investigation and reporting;

1.4.10 Environmental audit/review/management feedback;

1.4.11 Selection and management of sub-contractors in relation to the environment;

1.4.12 Training in relation to environmental management, including but not limited to awareness training of the Company's Environment Standards;

1.4.13 Waste (including all unwanted materials) management, prevention, minimization, recycling and disposal including use of third parties;

1.4.14 Monitoring of any atmospheric or other environmental contaminants either by on-going measurement or calculation methods;

1.4.15 Generally align with applicable portions of Company's ISO 14001 Environmental Management System;

1.4.16 Hazardous materials management addressing the use, transportation, handling and storage of fuel and hazardous materials as appropriate to the Contractor's activities. Contractor shall comply with Company's Hazardous Materials Fatal Risk Control. Information regarding any hazardous materials handling will be reported to and coordinated with the Company's designated Site representative.

2.0 Risk and Change Management

2.1 Hazard and Risk Assessment

2.1.1 Contractor is responsible and accountable for ensuring effective procedures and assessment systems are in place to meet all HSE Conditions. Prior to the commencement of any operation Contractor must undertake a hazard and risk assessment, such as a job safety analysis or job risk analysis.

2.1.2 In addition, Contractor's System must include a system to ensure that hazards and risks are assessed when any substantive or potentially substantive change (i.e. needs management of change procedure initiated) is made, such as to equipment, procedures, laws, regulations, standards, materials or services.

2.2 Risk Management

- (a) In conjunction with the Company, Contractor will adhere to and contribute to the development of a risk management register for the agreed to work activities and location. The register will include a list of all HSE risks relating to the Services, any accidents or incidents (including near misses) and all action items resulting from risk or hazard identification or HSE Events.
- (b) The risk management approach adopted must be consistent with Company's Risk Management Standards and follow the Risk Management Hierarchy of Controls, which may be considered and applied individually or in combination: Eliminate, Substitute, Redesign, Separate, or Administrative. With regards to emissions, discharges and wastes, the Waste Management Hierarchy of Controls should be applied in the following order: Eliminate Reduce, Reuse/recycle, Treatment, or Disposal.

2.3 Change Management

Contractor shall have in place a formal Management of Change (MOC) process. All Site supervisory and management Personnel shall be familiar with the application of the MOC process on Site.

3.0 Awareness, Competency and Behavior

Before commencement of any Services, Contractor shall at its own expense ensure that Contractor's Personnel have been given the necessary HSE training including training in hazard identification, risk analysis, safe working behavior. 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.

- 3.1 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.
- 3.2 In addition to the training required under this clause, Contractor shall adhere to and contribute to the behavior based observation system at the Site.
- 3.3 Contractor shall provide Contractor's Personnel with copies of any HSE training manuals or handbooks relevant to each of Contractor's Personnel's individual functions. All such training manuals, handbooks and other relevant literature shall be published in all relevant languages.
- 3.4 Contractor shall ensure that Contractor's Personnel attend refresher courses to maintain familiarity with current procedures. Contractor shall provide evidence of completion of all training and competency assessments upon request by Company. In addition, Contractor shall, if requested by Company, provide Company with details of ongoing training programs and all revisions to such programs during the Term of the Contract.
- 3.5 Contractor acknowledges that the cost of providing all training, instruction and certification required to perform the Services under this Contract is included in the Contractor's rates in performing the Services.
- 3.6 Company Representative shall work with the Contractor to remove from the Site, or from any activity connected with the Services, within such time as Company's Representative specifies, any of Contractor's Personnel who, in Company's Representative's opinion, has engaged, or is likely to engage individually, or in concert with any other person, in any conduct which is unsafe or likely to cause an accident or incident including offsite conduct affecting Company reputation and community standing. The costs associated with the removal and subsequent appointment of a replacement person shall be borne by Contractor.
- 3.7 All Contractor's Personnel arriving on the Site shall attend the Contractor's or Company's HSE inductions including a review of the Site's safety procedures including Permit to Work and evacuation.

4.0 Health and Hygiene

4.1 Personal Protective Equipment

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 hazards associated with a Work activity under this Contract. Contractor shall ensure that all Contractor's Personnel and visitors wear protective clothing and equipment in the appropriate circumstances, even if not actively engaged in the Services.

4.2 Health and Fitness

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 equal or exceed the requirements of Company's medical assessment procedure.

4.3 Injury/Illness Case Management

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.

4.4 Drugs and Alcohol Control

- (a) During the performance of Services and at all times while on Site or a Company monitored Site, Contractor shall ensure that all Personnel under its control and authority are not at any time under the influence of or in possession of any alcoholic liquor, narcotic or other intoxicating substance (other than for bona fide medical reasons or other proper reasons which have been approved in advance by Contractor).
- (b) Contractor shall have in place a drug and alcohol program that includes pre-employment testing, random testing and testing after serious incidents that meets any applicable regulatory requirements and which meets or exceeds the requirements of Company's drug and alcohol procedure. Contractor shall provide results and reports to Company upon request. Contractor's Personnel on Company Sites are subject at all times to testing under Company's drug and alcohol procedure.

4.5 Disease

- (a) Contractor shall ensure that any of Contractor's Personnel who exhibit any symptoms of any severe infectious disease that is communicable by air or surface contact immediately make appropriate arrangements to be medically assessed and removed from the Site until they have received medical clearance and can provide proof of such clearance.
- (b) Contractor shall ensure that any of Contractor's Personnel who exhibit any psychological symptoms that have adverse impact on any other Personnel immediately make appropriate arrangements to be medically assessed and removed from the Site until they have received medical clearance and can provide proof of such clearance.

4.6 Medical Welfare

Contractor shall be responsible for the medical welfare of Contractor's Personnel. Contractor shall train their Personnel in First Aid and shall provide a written medical emergency evacuation plan. For sites governed with Company's HSE Management System, Company shall, however, provide First Aid facilities at the Site and medical evacuation as necessary.

4.7 Hygiene

Contractor shall ensure that Contractor's Personnel maintain high standards of hygiene on the Site. Contractor shall conduct routine hygiene audits on the Site to ensure standards are maintained.

4.8 Smoking

Contractor's Personnel shall not smoke at the Site except within designated smoking areas.

4.9 Working Hours

Contractor shall be responsible for the administration of the working hours of Contractor's Personnel. Contractor's Personnel shall not work in excess of 16 hours per day, with a minimum rest period of 8 hours between shifts without the consent of Company's Representative. Contractor's Personnel shall not work longer than 35 consecutive days without a mandatory rest period or an equivalent arrangement as agreed with Company.

5.0 Communication, Consultation and Participation

5.1 Company may require Contractor to participate in a kick-off meeting prior to the start of the Services to discuss HSE issues. Such issues may include without limitation:

- 5.1.1 Company Policies and HSE Management System
- 5.1.2 Procedures
- 5.1.3 HSE training
- 5.1.4 Personal protective equipment and clothing
- 5.1.5 Emergency planning, training and drills
- 5.1.6 Transport safety (land, water, air)
- 5.1.7 Occupational health including respiratory and hearing protection
- 5.1.8 Safe handling, storage and transportation of fuels, oils and chemicals
- 5.1.9 HSE audits
- 5.1.10 Reporting including accident and incident reporting
- 5.1.11 Hazard identification and risk assessment
- 5.1.12 Environmental considerations
- 5.1.13 Other HSE issues determined by Company and / or Contra

5.2 The kick-off meeting shall be conducted by Company for the purpose of appraising Contractor of specific HSE matters identified by Company, and shall not relieve Contractor of its HSE obligations under this Contract.

5.3 From the commencement of the Services, Contractor's Personnel, when on the Site, must attend weekly HSE meetings on the Site that are held by Company or the Contractor to communicate relevant HSE issues to Contractor's Personnel and to assess the HSE performance of Contractor's Personnel. Contractor shall also hold Contractor's own HSE meetings per their safety management procedures or plan.

5.4 From time to time, Company may require meetings with the Contractor to review the Contractor's HSE performance.

5.5 Contractor shall also attend a pre-tour meeting that shall include a safety review of the operations to be carried out, as well as specific pre-job meetings prior to non-routine tasks when on the Site such as inductions, JSA's, JRA's, and behavioral process.

6.0 Operations and Maintenance

6.1 Safety and Industrial Hygiene Equipment

Contractor shall ensure that all Safety and Industrial Hygiene equipment is regularly maintained and tested and that it is always in a serviceable condition and that Contractor's Personnel and Subcontractors' Personnel are instructed, trained and, where required, certified in the use of such Safety and Industrial Hygiene equipment. Such equipment shall comply with all applicable laws, rules, standards and regulations. In the event of any inconsistency between any applicable laws, rules, standards and regulations, the more rigorous requirement shall apply.

6.2 Tools and Equipment

6.2.1 Contractor shall ensure that all plant, tools and equipment (including without limitation the Safety and Industrial Hygiene Equipment) used by Contractor's Personnel in the performance of the Services are suitable for use for the particular task or tasks for which they are to be used, are maintained in safe and operable condition and that users of the plant, tools and equipment are trained, experienced and where necessary, licensed and certified to operate them.

6.2.2 All electrical tools and equipment must be regularly tested and tagged at Contractor's expense in accordance with all applicable laws and standards.

6.2.3 All tools and Equipment shall be designed, constructed and operated in accordance with Company's Equipment Safeguarding Fatal Risk Controls and Company's Environment Controls.

6.2.4 Environmental controls may apply to Contractor to minimize environmental impact of operations, in compliance with Company's Environment Controls.

6.2.5 Contractor shall, perform a hazard analysis of Contractor equipment and/or tools to assess for hazards to personnel such as, but not limited to, pinch points, impact, stored energy, dropped object, isolation, guarding and vibration. Such hazard analyses shall be provided to Company for Company's review. Contractor shall provide suitable personnel to participate and shall address corrective actions as far as reasonably practicable.

6.3 Maintenance

- 6.3.1** All equipment and structures both fixed and temporary on the Site relating to the Services are to be regularly maintained by Contractor under a planned maintenance system to ensure the safety of Contractor's Personnel who are responsible for operating or using the equipment and structures.
- 6.3.2** Contractor shall retain clear, accurate and up to date records of all tests, scheduled and unscheduled maintenance and repairs and maintenance certificates relating to all equipment and structures and shall make them available to Company upon request by Company.

6.4 Work Permits

Contractor shall, if requested, provide to the Company a copy of the Contractor's policy and permitting procedures for Work on equipment under its control. It shall provide, as a minimum, procedures for hot Work, cold Work, confined space entry, breaking into piping and lockout / tagout / isolation. Depending on the HSE governance of the Site, these procedures may be replaced by or bridged to the Company's or Contractor's other Contractor's comparable procedures.

6.5 Aviation

In the event that Contractor utilizes aviation services, Contractor shall utilize the services only of Company-approved aviation service providers and shall notify Company of such use and coordinate aviation activities with Company. Contractor shall maintain an aviation management system and policy that meets the requirements of Company's Aviation Operations Controls. When Contractor utilizes aviation services, it shall furnish monthly aviation reports which include flight operations logs, fuel consumption, passenger reports and other information which demonstrates compliance with Company's Aviation Operations Controls.

6.6 Lifting Equipment

- (a) Contractor shall maintain a register of all lifting equipment and tackle. Contractor shall, upon request, provide certification of inspection within the previous twelve months for all cranes, sidebooms and lifting slings, pad eyes and tackle before the equipment is used for the Work, and/or shall carry out such tests and inspections as are requested by applicable regulatory authorities. Safe Working Load (SWL) and radius charts shall be available for all lifting equipment and shall be marked on the equipment. Company reserves the right to require Contractor to inspect any lifting gear that does not meet the requirements stated above.
- (b) Contractor shall maintain copies of all test and maintenance certificates relating to cranes, derricks, lifting beams pulley blocks and lifting gear, and shall make them available to Company upon request.

6.7 Weapons

Contractor shall ensure Contractor's Personnel do not bring any firearms or weapons on to the Site.

6.8 Personnel Search

- (a) As a condition to entering any of the Company's Sites, Contractor voluntarily consents to, and shall require as a condition of employment that each of its and its lower tier contractors' employees individually consents to, random and "for cause" searches by Company of bags and vehicles brought by such Personnel to the Company's Sites.

- (b) Contractor shall provide written consent forms executed by each of its employees, and by each employee of any Subcontractor hired by Contractor, acknowledging Company's right to conduct searches in accordance with the foregoing. Any person who refuses to be searched or is found to be in possession of a prohibited item or substance may, at the Company's discretion, be directed to leave and refused permission to re-enter any or all of the Company Sites.

6.9 Access to Company Sites

Contractor's Personnel shall possess a current (without last 2 years) medical certificate and they shall present it along with valid picture ID and HUET card/certificate at Company's heliport and/or vessel loading dock. Where applicable at regulated or controlled facilities, Contractor's Personnel shall possess current security credentials necessary to gain access.

7.0 Incident Reporting & Investigation

- 7.1 Any incidents or near misses involving Company or Contractor's personnel, property or any third party property shall be reported immediately to Company, irrespective of whether injury to a person or damage to property or equipment resulted. Contractor shall investigate all such incidents and near misses in accordance with all applicable Company and statutory requirements and shall, if required by Company, conduct such investigations using the Incident Cause Analysis Method (ICAM).
- 7.2 Contractor shall provide Company with the results of its investigation and recommendations on how to prevent a recurrence. Contractor shall analyze the results and identify lessons and monitor trends to improve standards, systems and practices. Contractor must share lessons learned (positive and negative) with Company and Contractor's Personnel and all steps taken to prevent future incidents must be documented.
- 7.3 Company shall have the right to designate a representative or representatives to participate in or observe Contractor's investigation. Company may conduct its own investigation. If Company exercises its right to conduct its own investigation, Contractor shall provide Company with all reasonable assistance to allow Company to complete its investigation.

8.0 Emergency Response & Drills

8.1 Emergency Response

Contractor shall, upon request, provide Company with a copy of Contractor's Emergency Response Plan and Procedures for fire, emissions and spill response, evacuation, adverse weather, search and rescue, emergency response exercises participation and other relevant Emergency Response Procedures pertaining to Contractor's facilities or operations. When working on Company controlled activities, Contractor will abide by Company Emergency Procedures.

8.1.1 Incident Management Team

In the event of a serious emergency on the Site, Company may mobilize its Incident Management Team at Company's regional office. Contractor shall, if requested by Company, provide a suitable liaison person to assist Company in its management of the emergency.

8.2 Emergency Procedures

Contractor shall adhere to and contribute to the Company Emergency Response Procedures and HSE rules in place on the Site.

8.2.1 Equipment Specific Emergency Procedures

Where Contractor provides Equipment that requires specific procedures in the event of a fire, these procedures shall be posted locally at the Equipment or at the Site as appropriate.

8.3 Emergency Drills

Contractor shall participate in emergency response drills (including but not limited to fire, spill, well control, man overboard and evacuation drills) to test the effectiveness of its emergency procedures and equipment and the knowledge and proficiency of Contractor's Personnel. The timing of such drills may vary and shall be at the Contractor's discretion.

8.4 Weather Precautions

In the event of impending adverse weather or other conditions, Contractor shall, in consultation with Company, take appropriate precautionary measures to safeguard Personnel and property.

8.5 Security

Contractor shall ensure that systems and arrangements are in place for the security of all Contractor's Personnel when engaged in performance of the Work, at Sites or when traveling related to Company's Work. Contractor's security process shall equal or exceed the requirements of Company's Security Standard and Safe Travel Management Procedure.

9.0 Monitoring, Audit & Review

9.1 Company has the right, at any time, without giving prior notice to Contractor to conduct audits or inspections of Contractor's facilities or operations to determine Contractor's compliance or otherwise with Company's Standards and HSE Conditions. Contractor shall fully cooperate with Company during such audits or inspections, provided, Company's rights under this section shall not relieve Contractor of its own obligations to conduct audits and reviews of its own HSE performance or expose Company to any liabilities which may arise from Contractor's failure to satisfy the terms and conditions hereof.

9.2 Contractor shall, at its own cost, provide the Company's Personnel with all reasonable assistance and access to Contractor's records and Contractor's Personnel to enable Company to conduct a HSE audit or inspection of Contractor's facilities or operations.

9.3 Where such audits or inspections reveal non-compliance with the HSE Conditions and the System and/or deficiencies in the System, Contractor shall at its own cost rectify such non-compliances and/or deficiencies as soon as practicable and advise Company of all actions taken to remedy non-compliance and/or deficiencies.

9.4 Contractor's System shall include a system for regularly auditing its own performance and Contractor's Personnel's performance, which it shall submit to Company for approval.

9.5 Contractor shall maintain a HSE audit action status register, which, upon request by Company shall be made available for inspection. Contractor shall share lessons learned (positive and negative) with Company's and Contractor's Personnel.

9.6 Company may conduct follow-up audits to ensure that Contractor has rectified incidents of non-compliance with the HSE Conditions and the System and/or deficiencies in the System.

10.0 HSE Requirements:

Contractor is responsible for reviewing and evaluating the impact to contract costs for compliance with the Company 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.