

# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions	
Owner: Legal	Revision: 1

## Purpose

Contractor and all other members of Contractor Group shall, actively pursue the highest standards of health, safety, environment and security in connection with the Work and keep strictly to the requirements of Company's health, safety, environment and security policy.

## Scope of application

These Safety and Environment (S&E) Terms and Conditions apply to **all work** performed under a purchase order.

## Table of contents

	Page
<b>1. ADDITIONAL DEFINITIONS .....</b>	<b>3</b>
<b>2. GLOBAL HEALTH, SAFETY AND ENVIRONMENT POLICY .....</b>	<b>5</b>
<b>3. S&amp;E PROCEDURES – ON-SITE WORK .....</b>	<b>5</b>
3.1 ISNETWORLD .....	5
3.2 S&E Commitment & Safe Services Systems .....	6
3.3 S&E Interface .....	6
3.4 Performance Improvement Plan .....	6
3.5 S&E Training .....	6
3.6 S&E Orientation & Meetings .....	7
3.7 Emergency Response Plans.....	7
3.8 Personal Protective Equipment.....	8
3.9 HSE Performance Metrics.....	8
3.10 S&E Inspection.....	8
3.11 Canada Alcohol and Drug Practice: Requirements for Contractors .....	9
3.12 Fit for Work.....	9
3.13 Alcohol or Drug Use or Abuse .....	9
3.14 Unannounced Searches.....	9
3.15 Drug and Alcohol Testing.....	9
3.16 Environmental Management .....	10
3.17 Occupational Health.....	12
3.18 Journey Management .....	13
3.19 Medical Services .....	13
3.20 Medical Evacuation .....	14
3.21 Industrial Hygiene Program .....	14
3.22 Disciplinary Action.....	14



# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions

Owner: Legal

Revision: 1

<b>4. WASTE, INCIDENTS &amp; SPILL RESPONSE AND REPORTING</b> .....	<b>14</b>
4.1 Incident Investigation and Reporting.....	14
4.2 Spills or Releases of Waste or Other waste or Substances .....	15
4.3 Duty to Report and Notify – Incidents, Spills and Releases .....	16
4.4 Emergency Response Plans.....	16
4.5 Waste .....	16

# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions

Owner: Legal

Revision: 1

## 1. ADDITIONAL DEFINITIONS

1.1 In addition to the terms defined in the Purchase Order-General Conditions, the following additional defined terms are used in this document.

"**Authority**" means any international, national, federal, state, provincial, territorial, regional, municipal or local governmental authority, agency or regulatory body including any branch, division, ministry, department or agency of the same or of any court, commission, board or similar authority with jurisdiction over the Company Group, the Contractor Group, the Work, the Worksite or any matter arising under the Contract, and "Authorities" shall be construed accordingly;

"**Company Worksite**" means any place which is owned, leased, occupied or controlled by Company or Company Group, where Work is performed.

"**Documentation**" means all documents, drawings, diagrams, reports, specifications, manifests, placards, Safety Data Sheets ("**SDS**"), bill of lading, certificates of destruction, certificates of disposal, truck tickets, samples, graphs, sketches, images, photographs, plans, calculations, and other written or recorded material in whatever medium, that Contractor is required by this Contract to produce or develop in connection with the Work and as may be required by Legislation or Authority and 'Document' shall be interpreted accordingly

"**Good Industry Practice**" means those good, sound and professional practices, methods and acts engaged in, approved or followed by a significant proportion of the industry in the jurisdiction in which the Work is carried out and involved in providing work similar to the Work and any other practices, methods or acts which accomplish the desired results, and are consistent with Legislation, prudent practices (including the recommendations and standards of the International Association of Oil & Gas Producers ("**OGP**" – formerly "**E&P Forum**" – found at [www.ogp.org.uk](http://www.ogp.org.uk)), Canadian of Canadian Petroleum Producers and/or the American Petroleum Institute ("**API**" – found at [www.api.org](http://www.api.org))).

"**Incident**" means an undesired event or near miss, condition or circumstance, arising in relation to any Personnel, the Work or in proximity to the Work or the Worksite, which resulted in, or had the potential to cause harm or injury to a person; a fatality; damage to or loss of property; damage to or impact to the environment, reputation or security; process loss; a fire; explosion; flood; a loss of revenue or productivity; a release, spill, flare, vent or leak of any substance, pollutant or contaminant to the environment; a collapse or upset of a crane, derrick or hoist; or a collapse or failure of any component of a building or structure;

"**Invitee**" means any person not a Party to this Contract being either: (i) an invited guest of a Party who is not under employment, retainer, contract or Subcontract, or (ii) a representative of an Authority;

"**On-Site Work**" means the performance of any Work on or otherwise entering onto a Company Worksite in connection with this Contract, including any delivery, inspection, maintenance or repair of Contractor Items or Goods on a Company Worksite;

"**Party**" means either the Company or the Contractor, as the context so requires, and "**Parties**" shall be construed accordingly;

# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions

Owner: Legal

Revision: 1

"**Personnel**" means all personnel that the Contractor is required to provide in accordance with the provisions of the Contract, including as the same may be employed or otherwise engaged (including on an agency or consultancy basis) by the Contractor, its Subcontractors or its or their Affiliates or agents;

"**Policies**" means all applicable Company policy documents communicated to or provided to Contractor and/or accessible to Contractor on Company's Suppliers webpage at <https://www.repsol.ca/en/suppliers/index.cshtml> as such policy documents are modified, supplemented, adopted or implemented by Company from time to time. Without limiting the generality of the foregoing, "Policies" includes Company's Ethics and Conduct Code for Suppliers, Canadian Privacy Policy and any applicable Alcohol and Drug Policy;

"**S&E**" means safety and the environment;

"**Safe Services Systems**" includes any standards, procedures, directives, rules, regulations, requirements, codes, operating procedures, safety rules, loss control standards, codes of practice and guidelines of Company and its Affiliates governing the conduct of Personnel or persons, the performance of Work and operation of the Company Worksite, including the requirements listed in Section 3, permit to work and confined space entry procedures, and any additional or revised safe work systems determined, adopted or implemented by Company or its Affiliates from time to time and communicated to Contractor; and

"**Waste**" means any waste which may include: debris, garbage, barrels, dangerous goods, non-dangerous goods, dangerous oilfield waste, non-dangerous oilfield waste, hazardous waste or substances, non-hazardous waste or substances, petroleum, petrochemicals, hydraulic fluids, fuels, lubricants, motor oils, paints, contamination, pollutants, sludge, Naturally Occurring Radioactive Materials (NORM), sediment, contaminated water (which may or may not include produced water, flowback water, sour water and flowback fluids), contaminated soil, C-ring liners, boilers and any other material or substance for which the storage, manufacture, disposal, treatment, processing, handling, generation, use, offer for transport, transport, decontamination, discharge or release of which is prohibited, controlled, regulated or licensed under Legislation.

1.2 The following definitions of the A&D Practice, as defined herein, are incorporated herein by reference:

Alcohol;

Alcohol and Drug Work Rule;

COAA Model;

Contract Worker;

Drug;

Drug Paraphernalia;

# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions

Owner: Legal

Revision: 1

Fit for Work;  
Negative Test Result;  
Positive Test Result;  
Repsol Facility Alcohol and Drug Search Plan;  
Safety-Sensitive Position;  
Safety-Sensitive Location; and  
Supervisor.

## 2. GLOBAL HEALTH, SAFETY AND ENVIRONMENT POLICY

The commitment of the Company is to create a working environment such that it causes no harm to people, property, environment, reputation or security and where Company minimizes its impact on the environment.

To achieve this, the Company and the Contractor agree that they will:

- Always comply with Legislation, or Company Group standards, whichever are higher;
- Operate to ensure proactive risk mitigation and continuous improvement;
- Set goals and targets, and measure performance against them;
- Hold Contractor Group accountable to meet Company standards;
- Communicate openly with those who may be affected by Contractor Group activities; and
- Choose safety over operational results should the two come into conflict.

## 3. S&E PROCEDURES – ON-SITE WORK

If this Contract results in any member of Contractor Group performing On-Site Work, then Contractor Group shall strictly comply with the following provisions:

### 3.1 ISNETWORLD

Contractor agrees to register with and maintain an account, at its own expense, with ISNetworld and provide such information requested by the Company in order to permit the Company to monitor the Contractor's safe work systems and compliance with Safe Services Systems and Policies.

# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions

Owner: Legal

Revision: 1

## 3.2 S&E Commitment & Safe Services Systems

Contractor Group shall conduct all On-Site Work in a safe manner, take all reasonable measures to protect the health and safety of all persons, property and environment, security and reputation of Company Group, immediately rectify all unsafe situations or potential hazards, and strictly comply with Legislation (including reporting requirements) and Safe Services Systems.

## 3.3 S&E Interface

- (a) Contractor Group shall have in place, or will ensure it has adopted or will adopt, its own policies and safe work systems, which meet or exceed the Policies and Safe Services Systems. Prior to the commencement of On-Site Work, if directed by Company, Contractor shall collaborate with Company in establishing S&E bridging or interface arrangements and producing such document that indicates which policies and safe work systems of the Contractor or the Company have precedence or are applicable during the On-Site Work.
- (b) Contractor shall be responsible for ensuring that bridging or interface arrangements are communicated to the Contractor Group and the Personnel and for monitoring the implementation of such arrangements. Contractor also agrees to make such changes to its policies and safe work systems to satisfy the requirements of the bridging or interface arrangement on such date specified by the Company or where no date is specified, prior to the commencement of On-Site Work.

## 3.4 Performance Improvement Plan

- (a) Without prejudice to any other rights or remedies which the Company may have, at Company's sole discretion, Company may require Contractor to enter into a performance improvement plan in order to document and address Contractor's violations, gaps or deficiencies to this Contract.
- (b) Contractor also agrees to make such changes to its policies and safe work systems to satisfy the requirements of the performance improvement plan on such date specified by the Company.
- (c) Contractor shall be responsible for ensuring that performance improvement plan is communicated to the Contractor Group and the Personnel and for monitoring the implementation of such performance improvement plan.

## 3.5 S&E Training

- (a) Competency

All Personnel shall: (i) have the necessary safety, emergency, and job-related training and (ii) be competent to undertake their required duties in a safe and efficient manner prior to the commencement of On-Site Work, and (iii) provide training records and certificates to Company upon request.

# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions

Owner: Legal

Revision: 1

(b) Short Service Workers

For any unqualified Personnel to perform On-Site Work, Contractor Group shall: (i) obtain prior written approval of Company or Company representative, (ii) ensure such Personnel is conspicuously identifiable to others at the Company Worksite and (iii) ensure such individual is adequately supervised by a member of Contractor Group who is qualified to do the On-Site Work.

## 3.6 S&E Orientation & Meetings

- (a) Each member of Contractor Group performing On-Site Work shall complete an S&E orientation as required by Company prior to entering a Worksite, regardless of prior experience, which orientation will address mandatory S&E policies, procedures, Policies, Safe Services Systems and any Company Worksite-specific hazards.
- (b) Unless otherwise directed by the Company or Company representative, Contractor Group shall:
- (i) prior to the commencement of On-Site Work, attend a pre-work project meeting. The Contractor will ensure that at a minimum that a representative for each of the Contractor's S&E, operations and management functions is in attendance at the pre-work project meeting;
  - (ii) hold regular S&E meetings;
  - (iii) conduct toolbox meetings at individual work locations before commencement of daily activities. A job specific S&E meeting must be convened prior to the initiation of critical or particularly hazardous work. Such meetings and inspections should be documented, with copies available to the Company or Company representative upon request. Contractor Group shall also attend Company S&E meetings as requested from time to time;
  - (iv) if requested by the Company, attend performance review meetings with the Company on a frequency to be determined by the Company; and
  - (v) if requested by the Company, participate in a post contract performance review within one month of the completion of Work whereby the performance of the Contractor will be compared to the requirements of this Contract and any bridging and interface arrangement and/or performance improvement plan.

## 3.7 Emergency Response Plans

Contractor Group shall become familiar with the Company Worksite evacuation procedures and emergency response plans, participate in all Company Worksite emergency drills and immediately clarify any questions regarding same.

# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions	
Owner: Legal	Revision: 1

## 3.8 Personal Protective Equipment

In addition to the specific PPE (as hereinafter defined) requirements listed in Section 3 - Scope of Work:

- (a) Contractor Group shall provide, at no additional cost to Company, the Personnel and any Invitee with all safety equipment and personal protective equipment ("PPE") required by Legislation or requested by Company or Company representative;
- (b) Contractor Group shall ensure that all Personnel and Invitees shall utilize such PPE as required by Legislation or requested by Company or Company representative;
- (c) Contractor Group shall ensure that all PPE provided is appropriate for the nature of the risks and health hazards (including noise) to which the Personnel and Invitee are exposed. Unless otherwise directed by the Company or Company representative, PPE provided to Personnel and Invitees to the Worksite shall include at a minimum: safety helmets, ear protection, safety glasses, gloves and steel-toed safety footwear. Other PPE such as: breathing apparatus, fire-retardant overalls, harnesses or belts, rain gear, personal gas detection monitors, chemical resistant clothing, first aid kits or fire extinguishers shall be provided as required for the On-Site Work;
- (d) Contractor Group shall ensure that impact resistant gloves (armoured and cut resistant) for Work are utilized at all times by Personnel and any Invitee when (i) on the drill floor of a drilling rig or service rig and (ii) conducting tasks which present an increased risk of laceration or crushing injury. Non-impact resistant gloves may only be used in situations with minimal risk to hand injury; and
- (e) Contractor Group shall provide the Personnel and any Invitee with appropriate training for the use and care of all PPE and shall maintain the PPE in good condition.

## 3.9 HSE Performance Metrics

At Company's request, Contractor Group shall implement a S&E Performance Monitoring program which will include analysis of leading and lagging S&E performance indicators and shall provide S&E performance reports monthly, or as requested by Company.

## 3.10 S&E Inspection

Unless otherwise directed by the Company or Company representative, Contractor Group shall conduct regular S&E inspections, review, and audits (collectively referred to as "**S&E Inspections**") of the On-Site Work and shall submit a copy of the S&E Inspections to Company. Company reserves the right, at any time, to independently conduct S&E Inspections of the Company Worksite and Contractor Items, procedures and S&E management system to verify compliance with Legislation and this Contract. Contractor Group shall fully cooperate with Company in such S&E Inspections and shall implement any recommendations in a timely manner with agreement from and at no cost to Company.



# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions

Owner: Legal

Revision: 1

## 3.11 Canada Alcohol and Drug Practice: Requirements for Contractors

Contractor Group shall comply with Company's Alcohol and Drug Policy, Canada Alcohol and Drug Practice: Requirements for Contractors, located on Company's Suppliers webpage at <https://www.repsol.ca/en/suppliers/index.cshtml> ("A&D Practice").

## 3.12 Fit for Work

At all times, including while located on Safety-Sensitive Locations or while performing On-Site Work or Work, all Personnel must be Fit for Work and in compliance with the Alcohol and Drug Work Rule.

## 3.13 Alcohol or Drug Use or Abuse

While located on Safety-Sensitive Locations or while performing On-Site Work, Personnel shall not:

- (a) use, possess, distribute or offer for sale Alcohol, Drugs or Drug Paraphernalia;
- (b) distribute or offer for sale prescription or non-prescription drugs; or
- (c) use or possess prescription or non-prescription drugs other than as permitted pursuant to the A&D Practice and the COAA Model.

## 3.14 Unannounced Searches

Pursuant to the *Repsol Facility Alcohol and Drug Search Plan* (a copy of which is located on Company's Suppliers webpage at <https://www.repsol.ca/en/suppliers/index.cshtml>), Company or its designate may conduct unannounced searches with or without sniffer dogs for Alcohol, Drugs or Drug Paraphernalia at Safety-Sensitive Locations in order to ensure a safe and secure environment for all persons. Contractor Group shall ensure the Personnel consent to and cooperate with Company or its designate during such unannounced searches.

## 3.15 Drug and Alcohol Testing

Post Incident and Near Miss Testing

- (a) Contractor acknowledges all Personnel performing On-Site Work may be subject to alcohol and drug testing in a post-incident or near miss situation. Such alcohol and drug testing may be conducted by the Company's testing provider or by the Contractor Group's testing provider, as determined to be appropriate in the Company's sole discretion.

Contractor Group Personnel Consent

- (b) Contractor Group shall ensure the Personnel have provided prior written consent to Contractor Group to the following:

# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions	
Owner: Legal	Revision: 1

- (A) undergo post-incident or near miss alcohol and drug testing and cooperate with Company or its designate for all such testing; and
- (B) release the following information to Company from either Contractor Group or testing providers: (i) Contractor Worker's name and (ii) his or her test result (Positive Test Result or Negative Test Result).

## Release of Test Results

- (c) Once alcohol and drug testing is completed (whether by Company's testing provider or Contractor's testing provider) Contractor shall ensure the:
  - (i) test result (Positive Test Result or Negative Test Result); and
  - (ii) the Contractor Worker's nameis reported directly to the Company's Occupational health nurse (adprogram@repsol.com) or Company's Supervisor. In the event the alcohol and drug test result is provided by the testing provider directly to Company, Company's occupational health nurse will advise Contractor Group.

## Charges incurred by Company for Alcohol and Drug Testing

- (d) All alcohol and drug testing of Personnel, whether conducted by Contractor Group's or Company Group's testing provider, shall be at Contractor's sole cost and expense.
- (e) Any charges incurred by Company for alcohol and drug testing of Personnel shall be reimbursed by Contractor within thirty (30) days of Company's request, or Company may unilaterally deduct that sum from any sum then due, or which at any later time may become due to Contractor.

## 3.16 Environmental Management

### (a) Worksite Management

Contractor Group shall confine the On-Site Work to the areas designated by Company.

### (b) Prevention

Contractor Group shall conduct On-Site Work in a manner which complies with Good Industry Practice and which prevents, avoids or minimizes damage to the environment and leaves the affected area in as close to its original condition as practicable.

### (c) Storage, Use and Labelling of Chemicals

Contractor Group shall: (i) store any fuels, lube oils and hazardous chemicals used during the On-Site Work securely and well away from streams and other water bodies, (ii) keep such chemicals in

# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions

Owner: Legal

Revision: 1

clearly labelled containers to identify their contents, (iii) provide secondary containment where appropriate and periodically inspect storage sites for leakage and spillage and (iv) store explosives securely and well away from Company Worksite and camps.

(d) Return of Chemicals

All chemicals not consumed in On-Site Work must be kept in stock and returned to supplier (to the extent possible) or recycled by Contractor at its own risk and account.

(e) Safety Data Sheets

All regulated chemicals supplied by Contractor Group in respect of On-Site Work must be accompanied by SDS. Contractor Group shall instruct the Personnel in the safe handling and use of the chemicals and provide all Personnel with PPE indicated on the SDS. Contractor Group shall ensure Personnel potentially exposed to such chemicals use appropriate PPE. Contractor Group shall keep the SDS in respect of the chemicals in a location readily available to all Personnel and, if necessary, shall translate the SDS into local languages.

(f) Waste

For all On-Site Work that generates Waste, Contractor Group shall:

- (i) obtain approval from the Company or Company representative before using any of Company's pollution control or waste disposal facilities;
- (ii) provide the appropriate Documentation for Waste pursuant to Legislation;
- (iii) develop and implement a waste management plan ("WMP") for storage, handling, transportation and disposal of hazardous and non-hazardous waste material, (including water) that is acceptable to Company, prior to the commencement of On-Site Work;
- (iv) provide the WMP to Company for review;
- (v) identify and catalogue all Wastes as either non-hazardous and/or hazardous; and
- (vi) regularly monitor implementation of the WMP.

(g) Water Management

Contractor Group shall control, manage and dispose of all water derived from performance of On-Site Work in accordance with Legislation.

(h) Wildlife

Contractor Group shall ensure that the Personnel refrain from harassing, hunting, fishing, trapping, trading animals or disturbing the wildlife in the area of the Company Worksite.

# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions	
Owner: Legal	Revision: 1

## 3.17 Occupational Health

(a) Fitness for Duty

Contractor Group shall ensure that all Personnel assigned to any Company Worksite can safely perform the essential functions of their job assignment and produce a "fit for work" statement as requested by Company. Contractor Group shall ensure that all Personnel are:

- (i) medically (physically and mentally) fit to meet the requirements of the respective position and perform all duties specified for their job function without undue risk to themselves, others, or Company related party assets; and
- (ii) aware of the health implications and if necessary, have all inoculations and medications recommended to work in the region where the On-Site Work is being performed, as advised by the World Health Organization.

(b) Hours of Work

(c) Contractor Group shall ensure that no Personnel work a shift in excess of twelve (12) hours in a twenty-four (24) hour period except where:

- (i) periodically, there is a sudden unforeseeable or unpreventable circumstances that could not have been foreseen by the exercise of reasonable judgment, which results in a situation where the Personnel is required to work longer hours;
- (ii) work is required due to an Incident or in urgent unforeseeable circumstances and the work is to be performed in relation to a facility, pipeline, plant or machinery;
- (iii) the Personnel is a manager or supervisor. However, if as part of his duties the manager or supervisor performs work similar to that performed by the Personnel that are supervised, this exception does not apply and the work shift shall not exceed twelve (12) hours unless another exception applies; or
- (iv) the work performed by the Personnel is necessary for the completion, recompletion or remedial treatment of an oil or gas well or is part of the supplementary service necessary to the drilling of an oil or gas well. Operations performed in respect of the actual drilling of the well and any work performed with a mobile workover or completion service rig are not included in the exemption and work shifts for Personnel involved in these operations may not exceed twelve (12) hours unless another exemption applies.

(d) Rest Periods

Further to paragraph 3.17(b) (Hours of Work), should one of the exceptions apply to the hours of work for a particular Personnel such that a work shift in excess of twelve (12) hours is permissible, in no circumstances will the Personnel work in excess of sixteen (16) hours in a twenty-four (24)

# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions	
Owner: Legal	Revision: 1

hour period. For clarity, the Contractor Group agrees that at the end of the shift a minimum of eight (8) hours scheduled off time is required before the start of the next shift.

(e) Work Schedules

The Contractor Group shall ensure that work rotations and consecutive days of rest are in accordance with Legislation for the jurisdiction in which the work is performed. Where permitted by Legislation, the Contractor Group agrees that the minimum mandatory consecutive rest period for Personnel when working up to a fourteen (14) day rotation will be twenty-four (24) hours between rotations and forty-eight (48) hours for rotations between fourteen (14) to twenty-eight (28) days in length. After twenty-eight (28) consecutive work days the Contractor Group shall ensure that the Personnel takes a rest break of at least forty-eight (48) consecutive hours prior to starting another rotation.

(f) Travel Time

The Contractor Group agrees that travel time to and from the Company Worksite from the Personnel's residence, assigned base or lodging (whether permanent or temporary) shall not exceed two (2) hours per day without the authorization of the Company or Company representative.

(g) Records

The Contractor Group agrees to provide, upon request, records in the format requested by the Company to permit the Company to verify compliance by the Contractor Group with paragraph 4.1(Incident Investigation and Reporting) of this Section.

## 3.18 Journey Management

Contractor shall have a safe driving policy that addresses defensive driving, off road driving and driving in adverse and winter conditions.

## 3.19 Medical Services

- (a) Contractor Group shall be responsible for the medical welfare of the Personnel and shall make arrangements for medical treatment, insurance and transport suitable for the On-Site Work and the geographical area of the On-Site Work. This may include having a qualified, medically trained person available that is appropriate for the On-Site Work.
- (b) If required or requested by the Company or Company representative, Contractor Group shall provide Company with a comprehensive list of medical equipment and medicines that will be available to the Personnel at the Company Worksite to address both urgent and non-urgent medical occurrences.
- (c) if required or requested by the Company or Company representative, Contractor Group shall provide Company with a list of the medical facilities in the area and near the Company Worksite and

# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions

Owner: Legal

Revision: 1

a list of site-specific medical risks associated with the On-Site Work, the findings of which will also govern the provision of extra medical materials and/or Personnel.

- (d) If required in order to support field medical services, Contractor Group shall provide adequate back-up medical support (24-hour coverage) from a Company-approved care provider (i.e. local hospital, clinic, International SOS or otherwise) or a Company-approved physician.

## 3.20 Medical Evacuation

Contractor Group shall document and post a medical evacuation procedure for urgent and non-urgent occurrences visible to all Personnel, Invitees and other persons entering the Company Worksite.

## 3.21 Industrial Hygiene Program

Contractor Group shall have an industrial hygiene program to assess potential health hazards at the Company Worksite, to monitor potential hazards and ensure that persons at the Company Worksite are not exposed to any health hazards in excess of the recommended exposure guidelines or standards. The program will include recommended methods for controlling the potential health hazards. These methods may include engineering controls and appropriate safety practices for persons at the Company Worksite, such as the substitution of safer materials, or the use of ventilation and PPE.

## 3.22 Disciplinary Action

Contractor shall establish a disciplinary policy and communicate it to all Personnel in order to ensure that expectations are clear, to act as a deterrent against S&E violations, and to provide an opportunity to improve S&E performance. Disciplinary action imposed on the Personnel at all times remains the responsibility of, and is at the discretion of Contractor. Contractor shall report all cases of disciplinary action taken against the Personnel for S&E violations to the Company or Company representative.

## 4. WASTE, INCIDENTS & SPILL RESPONSE AND REPORTING

### 4.1 Incident Investigation and Reporting

Contractor Group shall:

- (a) immediately notify Company of any Contract-related injury, illness, fatality, spill, contaminant release, or other S&E-related Incident, and promptly report all S&E-related Incidents to the Authority in accordance with Legislation;
- (b) immediately notify Company of any regulatory inspections or interactions or stakeholder complaints;
- (c) immediately contain and clean up any spill or release in accordance with Legislation and in consultation with the Company or Company representative;

# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions

Owner: Legal

Revision: 1

- (d) promptly investigate and report all S&E-related Incidents;
- (e) cooperate fully in any Incident investigation and make Personnel available in a timely manner for interviews and drug and alcohol testing as requested by Company;
- (f) allow Company, at its sole discretion, to participate in any Incident investigation; and
- (g) provide Company with copies of an Incident investigation report that contains the following minimum information:
  - (i) summary of Incident investigation process including identification of investigation team members;
  - (ii) causal analysis of Incident including direct causes, contributing factors and root causes;
  - (iii) supporting evidence including witness statements, pictures, drug and alcohol test results, expert reports or opinions and police reports;
  - (iv) corrective action(s) taken and/or planned to prevent recurrence of Incident;
  - (v) details of any interaction with S&E regulators or other Authority; and
  - (vi) copies of all Incident reports submitted to the applicable Authority.

## 4.2 Spills or Releases of Waste or Other waste or Substances

- (a) In the event of an incident, spill or release of Waste or other waste or substances in relation to this Contract, Contractor shall immediately take all reasonable steps necessary and appropriate in its expert opinion and pursuant to Legislation and Good Industry Practice, to stabilize and minimize the risk to any person who could suffer injury, sickness or death as a result of exposure to or the presence of the Waste or waste or other substances or injury to property or to the environment (which shall include land, water and air), and promptly remove, remediate, handle, store, transport or dispose of the Waste or waste or other substances, all as required by Legislation and Good Industry Practice.
- (b) As soon as possible after the occurrence of a incident, spill or release of Waste or other waste or substance, and once any imminent threats to persons, property or the environment are eliminated, Contractor shall notify the Company or Company representative and discuss the proposed remediation action plan.
- (c) In the event the Company finds, acting reasonably, that the remediation or response action by the Contractor is (i) inadequate or (ii) not in compliance with Legislation or Good Industry Practice, the Company may undertake, all or any portion of such remediation or response action, and, upon Company's demand, Contractor shall provide prompt reimbursement to Company of the costs and expenses of any such reasonable measures taken.

# Safety and Environment (S&E) Terms and Conditions for Purchase Order General Conditions

Scope: Applies to all ROGCI Purchase Orders and is a part of the Purchase Order General Conditions

Owner: Legal

Revision: 1

- (d) Contractor shall be solely responsible at all times for ensuring its Personnel are trained in spill and release response and have adequate Equipment (including spill kits) required to respond to any such incidents, in accordance with Legislation.

## 4.3 Duty to Report and Notify – Incidents, Spills and Releases

- (a) Contractor shall report to all applicable Authorities any incident, spill, or release of Waste or other waste or substance, or any other violation of Legislation, as required by Legislation. As soon as possible, Contractor shall notify the Company of any reports (oral or written) to applicable Authorities.
- (b) Contractor shall notify any persons who were impacted or may be impacted by such incident, spill, or release of Waste or other waste or substance, in accordance with Legislation. As soon as possible, Contractor shall advise Company of all such notifications and the Parties shall agree to a further notification/communication plan.
- (c) Contractor shall provide copies of all Documentation related to any incident, spill, or release of Waste or other waste or substance, which shall include a comprehensive report regarding the incident, the reporting of the incident to the Authority, and what remedial measures were taken.

## 4.4 Emergency Response Plans

For Worksites other than Company Worksite, Contractor Group shall have Worksite evacuation procedures and emergency response plans in accordance with Legislation and Good Industry Practice.

## 4.5 Waste

For all Work other than at the Company Worksite, that involves the storage, manufacture, disposal, treatment, processing, handling, generation, use, offer for transport, transport, decontamination, discharge or release of Waste, Contractor Group shall provide the appropriate Documentation for Waste pursuant to Legislation;