

Agreement of Formalized Co-operation Between NSOAF and OMHEC

Between

- (1) THE MEMBERS OF THE NORTH SEA OFFSHORE AUTHORITIES FORUM, and
- (2) THE OFFSHORE MECHANICAL HANDLING EQUIPMENT COMMITTEE

Hereafter collectively referred to as the “Parties” or individually as the “Party”

Whereas:

- (1) The North Sea Offshore Authorities Forum (“NSOAF”) consists of representatives from all North Sea countries’ governmental authorities with responsibilities for the supervision of offshore oil and gas activities;
- (2) NSOAF was formed to promote and encourage continuous improvement in health, safety and the environment in oil and gas activities in the North Sea;
- (3) NSOAF meets annually to determine their work programme and objectives for the coming years;
- (4) NSOAF has established and mandated two permanent working groups, the NSOAF Safety Training Working Group and the NSOAF Health, Safety and Environment Working Group (“NSOAF Working Groups”), to carry out the work programme and achieve the objectives set by NSOAF;
- (5) One of the objectives of NSOAF is the improvement in the safety standards of North Sea offshore lifting operations and lifting equipment;
- (6) The Offshore Mechanical Handling Equipment Committee (“OMHEC”) is an organization comprising specialists in mechanical handling and offshore lifting operations who represent regulatory authorities, verification bodies and industry associations;
- (7) OMHEC was founded to contribute to improved safety in offshore mechanical handling and lifting operations;
- (8) One of the ways in which OMHEC aims to achieve its objective is to promote and prioritize the development of guidance documents relating to offshore cranes and lifting equipment and their operation (e.g. the training and competence standards required for personnel involved in lifting operation or review guidance documents from other parties);
- (9) OMHEC would like to see harmonized guidance’s more widely accepted and implemented in the North Sea area of operations. The OMHEC recommends good practice and guidance documents to the NSOAF working groups. The by OMHEC advised and promoted guidance documents are recommendations;

- (10) NSOAF, acknowledging the excellent work done by OMHEC and the expertise of the OMHEC members, wishes to make use of the OMHEC guidelines, the guidelines recommended by the OMHEC and the expertise of OMHEC to improve the safety standards of North Sea offshore lifting operations and lifting equipment;
- (11) NSOAF and OMHEC, recognizing the mutual benefits arising from a close formalized cooperation between NSOAF and OMHEC, now have agreed as follows:

1 PURPOSE AND SCOPE

- 1.1 Parties have entered into this Agreement of Cooperation ("this Agreement") to achieve their common objective of improving the safety standards of North Sea offshore lifting operations and lifting equipment.
- 1.2 This common objective may be achieved by, but is not limited to, the following means:
- a) harmonisation of operating procedures and standard practices throughout the North Sea;
 - b) exchange and share information, distinctive expertise and experience;
 - c) promote the development of guidance documents and/or review guidance documents from other parties and advise NSOAF on good practices or guidance's.

2 OMHEC

- 2.1 As and when requested by an NSOAF Working Group, OMHEC shall make every effort to make their expertise and experience available to NSOAF. Depending on the request this may take the shape of:
- ◆ a proposal for a guidance document;
 - ◆ a recommendation; and/or
 - ◆ advice and/or assistance both written and verbal.
- 2.2 At all times OMHEC may propose a guidance document, make a recommendation, offer advice or otherwise to the NSOAF Working Groups.
- 2.3 OMHEC retains the right to initiate work on any guidance document.

3 NSOAF

- 3.1 Any proposal for a guidance document, any recommendation, advice or otherwise from OMHEC to an NSOAF Working Group which falls within the scope of this Agreement shall be put on the agenda of the following meeting of the relevant NSOAF Working Group.
- 3.2 Subject to the laws of each NSOAF member country, a proposal for the adoption of any guidance document made by OMHEC to an NSOAF Working Group under this Agreement that has been approved by all members of NSOAF shall be regarded as an adequate compliance with national legislation for lifting operations and equipment, including training and competence.

4 INFORMATION AND COMMUNICATION

- 4.1 The chairpersons of the NSOAF, the NSOAF Working Groups and OMHEC shall keep each other informed about all issues relevant to the purpose of this Agreement. Issues which are relevant to this Agreement include but are not limited to
- ◆ (pending) changes in policy or regulations; and
 - ◆ serious accidents during lifting operations or involving lifting equipment.

- 4.2 OMHEC shall send the NSOAF Working Group a copy of their annual work programme, the agenda of the OMHEC meetings and the minutes of these meetings. Any comments, amendments, additions or suggestions which the NSOAF Working Group may have relating to the OMHEC minutes should be conveyed to the OMHEC chairperson no later than four (4) calendar weeks after receipt of such minutes by the NSOAF Working Group.
- 4.3 The NSOAF Working Group shall keep OMHEC informed about their meetings on and the status/ agreement of any proposal, recommendation, advice or otherwise from OMHEC to NSOAF under this Agreement.
- 4.4 Any communication between NSOAF and OMHEC under this Agreement shall be in writing and addressed to:

If to NSOAF:

The chairman of NSOAF

The NSOAF Safety Training Working Group

or

The NSOAF Health, Safety and Environment Working Group

If to OMHEC:

The chairman of OMHEC

The vice-chairman of OMHEC

5 COSTS

Each of the Parties shall bear its own costs and expenses, unless otherwise agreed in writing for a specific purpose.

6 EVALUATION AND AMENDMENT

- 6.1 This Agreement is subject to regular evaluations and shall be amended in accordance with the results of these evaluations and the terms of paragraph 6.3.
- 6.2 Evaluation shall take place every two (2) years after the effective date of this agreement and shall be organized by the chairpersons of NSOAF and OMHEC.
- 6.3 Amendments to this Agreement, which may be made at any time, must be confirmed in writing by the Parties.

7 DURATION AND TERMINATION

- 7.1 This Agreement shall be effective from the date of signature of the Parties, and shall continue in force until such time as terminated by either one or both of the Parties.
- 7.2 Either Party may at any time terminate this Agreement without cause by giving to the other Party ten (10) working days written notice.

In witness whereof the Parties have signed this Agreement in 2 originals on the dates indicated below:

OMHEC chairman

Signature:



Name: SIGMUND ANDREASSEN

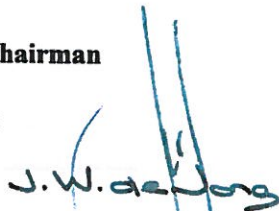
Title: PRINCIPAL ENGINEER

Place: STAUNGEN

Date: 17-07-2014

NSOAF chairman

Signature:



Name: J.W. de Jong

Title: Inspector-general

Place: den Haag

Date: 08-07-2014