

ONSHORE OCES

OPERATORS' CO-OPERATIVE EMERGENCY SERVICES

JOINT DECLARATION and EMERGENCY ASSISTANCE CODE

In respect of Mutual Aid in the event of an onshore
Emergency Situation

June 2012

(Based on the Offshore OCES – November 2011)

In the case of an operator requiring assistance from another in an emergency situation, as provided for by Onshore OCES, then that assistance should be requested directly to a potential provider. Contact details can be found on each operator's web pages, see links provided through the National Oil Industry Associations' web pages, as noted on the last page of this document. The principles under which this assistance is requested and provided are laid out in the attached Emergency Assistance Code. The role of the National Oil Industry Associations is only a secondary one - in maintaining and supporting, to the extent that they can, these principles and provisions.

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Chapter 1. Introduction

Onshore operators feel that it is their duty to render assistance to other operators in an emergency situation. Member companies of the National Oil Industry Associations have always accepted this responsibility and have rendered such assistance to others, including other Members, when emergency situations have occurred.

In the wake of the serious incident in the Gulf of Mexico an update of the Offshore OCES agreement has been made. At the same time it was felt appropriate to also prepare this Onshore OCES agreement.

Emergency Preparedness

Under each country's national legislation, the operator of an onshore installation is required to have in place effective contingency plans for emergency situations. The onshore oil and gas industry also believes in the sharing of resources in an emergency situation, when those with the ability to assist, provides the best means of containing an emergency.

In order to promote and facilitate this sharing of resources, the National Oil Industry Associations have a declared policy of mutual support between members, Onshore OCES, and have put in place the necessary arrangements to ensure that support can be provided effectively.

In summary, an operator makes a request to another for support during an emergency situation and the provider releases resources to the requester if this is possible. The requester pays for these resources.

Onshore OCES (Operators' Cooperative Emergency Services) is an international arrangement between national oil and gas trade associations that allows operators to call upon each other for support in emergency situations, regardless of national boundaries. Those associations also provide facilitative and administrative support to these arrangements.

The Onshore OCES applies to all operators of key facilities and services such as drilling rigs, drilling equipment and services (e.g. fire-fighting).

The Emergency Assistance Code lays down the operational principles under which emergency assistance may be requested and provided. It also sets out the management and administrative procedures to follow. This does not take the form of a binding agreement, but incorporates principles for members to follow, as a code of practice.



Associations that are parties to the Onshore OCES

The participating countries; listed in chapter 2 which, through their National Oil Industry Associations are parties to this Joint Declaration on behalf of their member operator companies. The contact details are noted at the end of this document in Chapter 4.

Chapter 2. Joint Declaration in Respect of Mutual Aid in the Event of an Onshore Emergency Situation

The National Oil Industry Associations, acting on behalf of their member operating companies, agree that the fundamental principles agreed in 1979 with respect to providing mutual aid in the event of an offshore emergency situation also apply to both onshore oil and gas production and exploration/appraisal activities, without regard to national boundaries, and commit each member operating company, to:

- Provide each onshore installation with its own capability to deal with an emergency (which is now required by each nation's relevant legislation)
- When requested to do so, provide mutual aid to another operator experiencing an emergency, provided that the safety of his own operations is not jeopardised
- Release resources such as rigs, drilling related logistic services and equipment and other facilities to provide mutual aid
- Co-operate in the establishment and maintenance of arrangements to enable mutual aid to be provided without delay.
- Apply the standing principles and arrangements defined in the Emergency Assistance Code,

National Oil Industry Association	Name	Position	Authorised Signature / Date
NOGEPA	Jo Peters	Secretary General	
WEG	Josef Schmid	Secretary General	

Chapter 3. Onshore OCES, EMERGENCY ASSISTANCE CODE

Introduction

The purpose of this Onshore Emergency Assistance Code (the Code) is to provide principles that facilitate the providing by one Member to another of Emergency Assistance in an Onshore Emergency Situation, in accordance with the Joint Declaration of the National Oil Industry Associations (listed in chapter 2). The Code is not intended to be legally binding on Members, nor intended to conflict with or detract from the statutory rights and duties of Operating Companies and its personnel or service providers or any other person having statutory rights or duties.

The Declaration and Code provide a set of non-legally binding principles for operating companies to facilitate support for other operating companies both within and across national boundaries inside continental Europe.

The Code is embodied in five Sections:

- (1) General
- (2) Emergency Situation
- (3) Provisions for the Giving and Receiving of Assistance in Emergency Situations
- (4) Confidentiality
- (5) Definitions.

Section 1

GENERAL

To facilitate the timely provision of Emergency Assistance, this Emergency Assistance Code defines the standing principles and arrangements under which Members may request and provide Emergency Assistance, in accordance with the Joint Declaration.

Section 2

EMERGENCY SITUATION

Emergency Assistance will be provided by Members in accordance with the provisions of Section 3 of this Code when requested by another Member with an Emergency Situation.

Section 3

PROVISIONS FOR THE GIVING AND RECEIVING OF ASSISTANCE IN EMERGENCY SITUATIONS

The provisions that are set out in this section provide for the giving and receiving of Emergency Assistance in an Emergency Situation.

A Member provides Emergency Assistance under these provisions only until the Member with the Emergency Situation mobilises other resources to contain the Emergency Situation as defined in Section 5 of this Code for an Emergency Situation.

3.1 General Provisions

- 3.1.1 A Member shall only request Emergency Assistance when there is no suitable alternative available from its own resources or readily available from the contractor market.
- 3.1.2 A Member is not required to put people or property in danger in order to provide Emergency Assistance.
- 3.1.3 A Member accepts that his own operational programmes may be disrupted or delayed by making available Emergency Assistance.
- 3.1.4 No Member is required to provide Emergency Assistance in circumstances that could give rise to an Emergency Situation in relation to its own operations.
- 3.1.5 A Member may recall Emergency Assistance if faced with an Emergency Situation at its own installation.
- 3.1.6 Members should consider the making of provision for potential emergency assistance in their contractual arrangements.

3.2 **Communications**

- 3.2.1 Each Member shall establish within its offices a single initial point of contact capable of reacting to a call for Emergency Assistance on a continuous 24 hours basis and shall ensure that authorisation for the provision of Assistance can be readily given. Main office contact details can be found on the relevant National Oil Industry Association or operating company websites (the last page of this document), which will provide a conduit through to operational contacts.
- 3.2.2 Requests for Emergency Assistance shall be made by telephone and confirmed without delay by fax or e-mail. Requests may be made and communications maintained between Requester's and Provider's initial points of contact as mentioned above or via their emergency control centres.

3.3 **Particular Provisions as to Emergency Assistance**

The following particular provisions apply when Emergency Assistance is requested by one Member from another under the terms of this Code.

- 3.3.1 A Member will, subject to Clause 3.1, release the Emergency Assistance as soon as possible after receiving a request. It is understood that, when providing Emergency Assistance, a Member will need to comply with pre-existing commitments such as operating agreements or procurement contracts.
- 3.3.2 The position regarding terms and conditions where Emergency Assistance is requested under this Code is as follows:
- a) In requesting Emergency Assistance, the Requester shall agree to accept the terms and conditions offered by the Provider in accordance with this Code.
 - b) Where relevant, the Requester will enter also into a separate procurement contract with the contractor which owns or operates the unit in question.
- 3.3.3 The Requester shall undertake not to retain Emergency Assistance beyond the period during which its use is essential and shall keep Provider informed of progress, and of the probable time when the Emergency Assistance will be returned.
- 3.3.4 Without prejudice to the terms and conditions agreed to by the Requester under Clause 3.3.2, the Requester shall pay promptly under receipt of the Provider's invoices all charges incurred by the Provider as a consequence of making Emergency Assistance available, the general intent being that the Provider shall be in no worse position than it would have been had it not made available the Emergency Assistance.

- 3.3.5 Where relevant, contractors shall invoice the Requester directly for their charges.
- 3.3.6 Any notice which requires to be served between the Requester and the Provider shall be served by fax or email to the recipient's representative, as detailed in Clause 3.2.1.
- 3.3.7 The provisions of Clause 3.3.4 take effect from the time that the Provider releases Emergency Assistance in accordance with Clause 3.3.1 and shall continue until the unit returns to the Provider. Fax or email from the Provider will confirm either the time of return of the Emergency Assistance to the Provider's location or the time of completion of re-mobilisation, whichever is applicable.

Section 4

CONFIDENTIALITY

Under this Emergency Assistance Code, Members shall keep confidential all information which they obtain through the giving or receiving of Emergency Assistance and to which they would not otherwise have access.

Section 5

DEFINITIONS

In this Code the following words and expressions shall have the meanings hereby assigned to them:

Assistance

Trucks, rigs, equipment and materials owned, contracted by or otherwise available to a Member which can reasonably be expected to be useful in assisting in an Emergency Situation, together with necessary operating personnel

Contractor

Any individual, firm, limited company or partnership which provides under contract to a Member any personnel, rig, trucks, equipment, materials or other service

Emergency Assistance

Means Assistance given by a Member under section 3 of this Code upon a request from another Member to assist in dealing with an Emergency Situation

Emergency Situation

A situation in which people, property or the environment are at risk of (or have already suffered) serious harm due to an event on or near an Onshore Installation owned or used by any Member such as a leak, loss of well control, blowout, explosion or fire

Member

An Operating Company that is a member of any of the National Oil Industry Associations

NOGEPa

Netherlands Oil and Gas Exploration and Production Association

Onshore Installation

Any fixed or mobile facility that is used for the purpose of, or in connection with, the exploration, production or storage of hydrocarbons and that is located within the territory of the countries of the participating National Oil Industry Association.

Operating Company

A company that is the operator of an Onshore Installation

Property

Any item which either belongs to the respective Provider, Requester, Contractor or Third Party or any item for which they have respectively assumed liability under another contract

Provider

A Member providing Emergency Assistance

Requester

A Member requesting Emergency Assistance

Third Party

A party other than Provider or Requester

WEG

Wirtschaftsverband Erdoel-und Erdgasgewinnung eV.

Chapter 4. The Administration of Onshore OCES

Executive Committee

The Onshore OCES Executive Committee provides for overall governance of the OCES arrangements.

The Onshore OCES Executive Committee shall comprise of single representatives appointed by each National Oil Industry Association, as outlined below, and updated from time-to-time.

An Onshore OCES Executive Committee Chairperson shall be appointed by the Executive Committee. This position shall rotate, with the appointed Chairperson serving for a maximum period of two years.

The names and contact details of the current members of the Executive Committee are given on each National Oil Industry Associations' website.

The Chairperson shall act as custodian of this document during the period of tenure – ensuring the lists of National Oil Industry Association representatives and their operator Members are kept current (see below).

The Executive Committee may propose policy changes for ratification by all of the participating National Oil Industry Onshore Associations (meetings usually occur once or twice a year).

In the event of specialist or other assistance being required, the Executive Committee may co-opt as temporary members others from the participating National Oil Industry Onshore Associations or Member companies and establish work groups to address specific issues.

The Executive Committee shall undertake exercises from time-to-time in order to test the effectiveness of approaching the Onshore OCES members with requests to release equipment to help combat a calamity on an onshore installation.

National Oil Industry Onshore Associations' Contact Details for the administration of this Declaration.



Germany:

Wirtschaftsverband Erdoel-und Erdgasgewinnung eV (WEG)

<http://www.erdoel-erdgas.de>

Telephone: +49 511 121 72 0

E-mail: info@erdoel-erdgas.de

Website: www.erdoel-erdgas.de



Netherlands:

Netherlands Oil and Gas Exploration and Production Association (NOGEPa)

www.nogepa.nl/language/en-GB/Home.aspx

Telephone: +31 7034 78871

Mobile: +31 617240493

E-mail: asg@nogepa.nl

Website: nogepa.nl