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Geophysical Survey Search area 6/7

Annex 5 - Section V

Health, Safety and Environment

Search Area 6/7

Colophon

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1 General requirements

1.1 Introduction

It is CLIENT's policy to manage all of its activities, including those which involve (sub) contracted services, in a responsible and effective manner. The aim is to ensure there are no incidents and no accidents to personnel, impacts on the environment are kept to the minimum level and no damage is inflicted to materials or equipment.

This document sets out the minimum standards, which the CLIENT requires in respect of HSE behaviour for the Geophysical Surveys to be carried out for the WIND FARM ZONES in the Dutch Exclusive Economic Zone (EEZ).

1.2 Compliance with HSE policy

The CONTRACTOR shall ensure that the health and safety of all employees involved during the field investigations working offshore and onshore, contractors, subcontractors and all members of the public, are protected at all times.

The CONTRACTOR shall demonstrate the departmental structure of the company with regards to (i.e., multiple health and safety managers, history of HIRAs, and examples of safe working cultures onboard vessels).

The CONTRACTOR shall be responsible for all management of processes to ensure full compliance with both statutory and procedural requirements, acts and regulations, including those set out in this document or latest revisions applicable and according to Dutch Law.

2 HSE Management

2.1 HSE Management system

The CONTRACTOR shall be responsible for the specification and implementation of all HSE arrangements and obligations, which are necessary to complete the WORK as defined in Annex [5] Section IV – Scope of Work of this Contract. The CONTRACTOR shall include the CLIENT and all relevant stakeholders in the HSE arrangements and obligation, to jointly achieve the HSE objectives.

The CONTRACTOR shall have a HSE management system in place that is certified by an accredited body as recognized by European Co-operation for Accreditation (EA), or the International Accreditation Forum (IAF), with:

- ISO 14001 or equivalent for environmental management;
- ISO 45001 Occupational Health and Safety.

The HSE management system of the CONTRACTOR shall address the 15 key processes as per International Safety Rating System (DNV, April 2019, 9th edition).

2.2 HSE Management plan

The CONTRACTOR shall prepare a project-specific Health, Safety and Environmental Management Plan (HSE Management Plan) for the tender, covering all aspects of the WORK. The HSE management plan shall be demonstrated to form an integral part of the CONTRACTOR's own HSE management system.

The HSE Management plan shall, as a minimum, address the requirements that are detailed later in this document, including at least:

- A description of the CONTRACTOR's HSE Management System
- Full details of all key CONTRACTOR personnel
- Method Statements including all necessary considerations regarding all granted permits and exemptions
- Emergency Response Plan
- Procedures in case of pandemics
- Overview of:
 - Organisations, roles and responsibilities
 - Occupational health and safety procedures
 - Incident notification, investigation and reporting procedures
 - Risk Management processes
 - Environmental Management processes
- A Risk Assessment and Risk Register (HIRA)
- A copy of all certificates for vessel(s), crew and equipment
- A copy of permits/approvals for site survey works
- Lifting Plan
- Vessel Safety Plan; to include muster drills
- Collective Protection Measures
- Appropriate certificates

Where a fully developed plan is not appropriate at the Tender stage, CONTRACTOR shall prepare an outline (schedule) of the HSE Management Plan which results in a clear description and schedule for completion of all requirements as stated in this section of the CONTRACT.

2.2.1 *After Contract Award: full HSE Management Plan*

The CONTRACTOR shall, prior to any work commencing on the project, update and complete the original HSE Management Plan (as submitted with the original offer) to reflect the confirmed WORK, defined roles and responsibilities and nominated personnel, timing and resources to complete the WORK.

The CONTRACTOR shall ensure that the updated HSE Management Plan is provided to the CLIENT in time in order to allow for sufficient time for review and revision, considering the review periods detailed in Annex [5]-Section IV (SoW) and Annex [4], Cycle Times of the Contract. Offshore WORK will not commence before written approval by the CLIENT on the HSE Management Plan.

The CONTRACTOR shall update the HSE Management Plan, and/or all appendices referred to in the HSE Management Plan, as necessary throughout the duration of the project (e.g. change in the project plan, crew change, incidents, subsequent amendments).

The HSE Management Plan shall provide details of all key CONTRACTOR personnel in a clear and legible organization chart together with proposed interface and contacts with the CLIENT and any subcontractors.

2.3 **Method statements**

The CONTRACTOR shall prepare detailed Method Statements for all aspects of the WORK. A method statement should be a bridging document which includes requirements from Health, Safety & Wellbeing and Environmental Management, Quality and execution of the WORK.

The Method Statements shall include appropriate risk assessment and always assign maximum priority to the health and safety of those involved directly or indirectly with the WORK and on avoiding any impact on the environment.

CONTRACTOR shall prepare the safety of WORK in the Method Statements based on the hierarchy of controls for HSE hazards considering the elimination of hazards most effective and personal protective equipment least effective.

2.4 **HSE Audits**

The CLIENT (including all by CLIENT nominated representatives, either or not from third parties) reserves the right to inspect, monitor or audit the CONTRACTOR's HSE provisions and procedures in the execution of the WORK.

The CONTRACTOR agrees to give unrestricted access to CLIENT personnel (including all by CLIENT nominated representatives, either or not from third parties) to undertake Vessel or Standard Operating Procedure inspections and audits. Any inspection, monitoring or audit undertaken by the CLIENT shall not diminish the CONTRACTOR's responsibilities or liabilities in respect of this Contract.

3 HSE Requirements

3.1 Organization, Roles and responsibilities

The CONTRACTOR thoroughly evaluates all existing knowledge of the sites including the soil conditions in the area needed for a safe execution of the WORKS.

The CONTRACTOR shall show an organisational chart and ensure that the HSE organisation is clearly defined.

The CONTRACTOR shall ensure that all personnel assigned to the WORK are competent, aware and trained with all relevant and required HSE provisions to conduct their assigned activities and will receive sufficient HSE training to maintain their skills and competencies. The CONTRACTOR shall ensure that the competences of the personnel are regularly assessed.

The CONTRACTOR shall effectively communicate all HSE matters throughout the project organisation including the client, CONTRACTOR project team and subcontractors, when applicable.

The CONTRACTOR shall consult staff and subcontractors related to HSE matters and include them in relevant decision making, as appropriate.

The CONTRACTOR shall organise inductions as soon as possible (prior to starting to work or at least within 12 hours after arrival onboard the vessel) to staff, subcontractors and visitors, addressing relevant HSE objectives, hazards, risks, controls and behaviour.

The CONTRACTOR shall organise a muster drill not later than 3 days after start of the offshore campaign (departure from port) and as minimum after any crew change of relevant personnel, to be monitored by CLIENT representative(s).

The CONTRACTOR shall record, acknowledge and investigate, where appropriate, all internal and external Hazard Observation (HOC) / Safe Operation (SOC) and/or STOP cards related to HSE aspects. An open and transparent HSE regime including positive HOC/SOC and HOC/SOC including improvements is stimulated. In any case that a HOC/SOC or STOP card is seen as an incident, it's the CONTRACTOR's responsibility to treat it as an incident.

3.1.1 Deliverable requirements: Organisation, roles and responsibilities

The description of the HSE organisation, roles and responsibilities, part of the HSE Management Plan, will include the following as a minimum:

- HSE accountabilities of staff and subcontractors must be identified, defined, documented, maintained, understood, and applied.
- HSE competences required for all positions shall be identified, documented, and periodically reviewed.
- HSE communication plan, including but not limited to: objectives, communication frequency, personnel involved and requirements to responses.
- HSE feedback procedures regarding HSE observations: HOC, SOC, STOP Cards, drills and trainings.
- Training needs and performance for staff and subcontractors shall be identified, prioritised, planned, documented, and monitored.

- Competence-based training programs and assessments for positions where critical HSE tasks / activities have been identified shall be implemented.

3.2 Occupational Health and Safety

The CONTRACTOR shall establish and maintain controls to protect staff, subcontractors, visitors and bystanders from identified hazards. The CONTRACTOR shall provide personnel protective equipment requirements and appropriate training where the applications of controls has not adequately reduced exposure from identified hazards. Quantities of PPE for all onboard personnel including sufficient spares is the responsibility of the vessel master.

The CONTRACTOR shall, where appropriate, assess staff and subcontractor to ensure their fitness to work. The CONTRACTOR shall conduct an occupational health and risk assessment for routine and non-routine jobs, tasks and work environments where there is a known risk of health and safety hazard exposures to staff and subcontractors.

The CONTRACTOR shall provide staff, subcontractors and visitors access to medical and first aid services, as appropriate, to the location and nature of activities. The CONTRACTOR shall record, report, assess and review work related injuries and illness.

3.2.1 Deliverable requirements: Occupational health and safety

The description of occupational health and safety, part of the HSE Management Plan, will include the following as a minimal:

- Occupational health and safety requirements shall be identified, documented, communicated, monitored, and complied with on all levels;
- The CONTRACTOR shall provide a Method Statement for the transfer of personnel and supplies; to include location, weather status, load capacity;
- The CONTRACTOR shall identify all potential incidents, emergency situations, and security threats along with their HSE impacts;
- A complete list of personnel, health and safety certificates, including but not limited to all relevant training and medical certificates, shall be maintained.

3.3 Risk management

The CLIENT and the CONTRACTOR shall always co-operate in seeking to reduce the potential impact of risks and to exploit opportunities to avoid or mitigate risks during the execution of the WORK.

The CONTRACTOR shall ensure that risk management is included in the HSE Management Plan which includes all processes and activities to identify, analyse and control project risks. The CONTRACTOR shall ensure that the risk management processes form an integral part of decision making.

The CONTRACTOR shall prepare risk management processes which includes appropriate actions taken to manage risks to a level that is as low as reasonably practicable (ALARP). The CONTRACTOR shall establish responsibilities and deadlines for corrective actions to ensure timely close-out of risk-related follow-up actions.

The CONTRACTOR shall compile and maintain a risk mitigation plan for the scope of WORK. The CONTRACTOR shall issue an updated revision of the risk mitigation plan that was issued with the CONTRACTOR's proposal. The CONTRACTOR shall notify the CLIENT when there is a change to the risk mitigation plan and provide the CLIENT with an up-to-date version.

The CONTRACTOR shall identify hazards and assess associated risks. The CONTRACTOR shall ensure that staff and subcontractors involved in the risk assessment are trained and qualified. The CONTRACTOR shall identify HSE critical elements (e.g. equipment, processes, personnel and procedures).

The CONTRACTOR shall identify threats and risk to personnel, works and environments. The CONTRACTOR shall implement and manage actions and safeguard for identified threats and risk to personnel, works and environment.

The CONTRACTOR shall discuss risks during the weekly progress meetings and during the interfaces of the offshore phase. The CONTRACTOR and the CLIENT will ensure that during these meetings all explicit actions are agreed to ensure that all risks in view are tolerably mitigated.

The CONTRACTOR shall communicate risk and control measures to all relevant parties.

The HSE Management Plan shall be prepared with inputs and critical assessment from all disciplines associated with the WORK and shall include reference to appropriate risk assessments where applicable. The risk assessment aims to identify all relevant Health & Safety risks related to the WORK together with any mitigating measure to reduce such risk to an acceptable level (ALARP).

3.3.1 Deliverable Requirements: Risk Management Process

The Risk Management Processes, part of the HSE Management Plan, will include the following as a minimum:

- A procedure for identifying, evaluating, and prioritizing hazards and risks shall be implemented;
- A description on how formal risk assessments are planned and conducted before and, if required, during execution of the WORK;
- A description of mitigative measures and evaluation of residual risk;
- A description on reporting and documentation requirements for risk assessments and risk management;
- A description of personnel training on the risk management processes;
- A record of onboard personnel signatories that have been inducted in all of the above.

3.3.2 Deliverable requirements: Risk Mitigation Plan

The Risk Mitigation Plan, part of the HSE Management Plan, will include the following as minimal:

- Assessment of hazards.
- Risk Register.
- Mitigative strategy and action plan.

The Risk Register includes all risks and opportunities that may impact on:

- Health and Safety.
- Environment.

The risks are defined in the risk register and include at least the following information:

- Description of the hazard and its cause (including weather and dropped objects).
- Likelihood of occurrence.
- Impact of hazards, split up into Health, Safety and Environment.
- Mitigation measures in order to reduce the risk.

- Residual likelihood and impact assessment of risk post mitigation.

3.3.3 *Risk Communications*

The CONTRACTOR shall organise a risk management meeting to discuss a Hazard Identification and Risk Assessment (HIRA). The HIRA is part of the pre-survey preparations and finalised prior to mobilisation (Project Plans, refer to Annex [5] – Section IV Scope of Work).

Risks will be discussed during toolbox talks and weekly progress meetings and during the interfaces of the Offshore phase. At these meetings the CONTRACTOR and the CLIENT shall discuss and agree on changes to the Risk Register. Any Management of Change impacts to HSE will also be raised at daily toolbox talks and weekly progress meetings.

3.4 **Incident Notification, Investigation and Reporting**

The CONTRACTOR shall utilize a Safety Health Observation Card (SHOC) system to report incidents, non-conformities, or safety observations on-board vessels.

The following requirements apply to incident notification, investigation and reporting of the CONTRACTOR.

The CONTRACTOR shall notify CLIENT or its Representative as soon as reasonably possible after occurrence of any incident.

The CONTRACTOR shall report incidents and provide a draft incident report within 24 hours. The CONTRACTOR shall summarize all incidents as part of the weekly reports and, when in offshore phase, as part of the daily reports.

The CONTRACTOR shall prepare and implement an incident notification, investigation and reporting procedure.

The CONTRACTOR shall investigate incidents for cause and corrective actions and analyse for trending patterns. The CONTRACTOR shall take effective and corrective actions, with a focus on root cause and / or system failures. The CONTRACTOR shall share lessons learned with the CLIENT to reduce future injuries and losses.

The CONTRACTOR shall include all lessons learned in a lessons learned register, which will be shared with the CLIENT and other interested parties after finalising the WORK.

The CONTRACTOR shall ensure that major incidents will be investigated by a multi-function team with participation from appropriate levels of management from both the CONTRACTOR and the CLIENT. The CONTRACTOR shall include a major incident procedure, including roles and responsibilities of the investigation team, in the HSE Management Plan.

The CONTRACTOR shall conclude and document incident investigation, including identification of root causes and preventive actions. The CONTRACTOR shall not resume the WORK until, sufficient corrective and preventive actions have been taken to reduce the risk of recurrence and approved by the CLIENT.

The CONTRACTOR shall analyse incident investigations to identify and monitor trends to improve standards, systems and practices.

3.4.1 *Deliverable requirements: incident notification, investigation and reporting*

The description of incident notification, investigation and reporting, part of the HSE Management Plan, will include the following as a minimum:

- A procedure for the timely reporting, investigation, mitigation, and appropriate communication of all HSE incidents must be implemented and maintained.
- A description of incident investigations plans to identify and prioritize corrective and preventive actions and must be aimed at eliminating or reducing the risk of incidents.
- An incident investigation report format, including as minimal
 - Identification of root causes.
 - Identification and prioritisation of corrective and preventive measures.
- A lessons-learned register format.

3.5 **Emergency response**

The following requirements apply to emergency response of the CONTRACTOR.

The CONTRACTOR shall comply with all government and maritime security regulations.

The CONTRACTOR shall prepare, as part of the HSE Management Plan, a project-specific Emergency Response Procedure (ERP) for the offshore phase of the WORK. The CONTRACTOR shall ensure that the ERP is tested and approved by the CLIENT representative(s) at least 3 days before the start of the mobilisation.

The CONTRACTOR shall review the ERP as necessary on time basis or stimulated by a change to ensure that all information and contact details and nearest hospital facilities/contacts are up to date. The CONTRACTOR shall ensure that any subsequent amendment to the ERP by the CONTRACTOR is notified to the CLIENT.

The CONTRACTOR shall document, communicate and guarantee accessibility to plans that define responses to foreseeable scenarios. The CONTRACTOR shall ensure that all organisations which are involved in the WORK and part of the Emergency Response Procedure have current and up-to-date versions of the Emergency Response Procedure.

The CONTRACTOR shall perform regular emergency drills and exercises. The CONTRACTOR shall document, communicate and incorporate lessons learned from emergency and security response drills into plans and resources.

3.5.1 *Deliverable requirements: emergency response procedure (ERP)*

The Emergency Response Procedure, part of the HSE Management Plan, will include the following as a minimum:

- A communication flowchart including contact details, as well as roles, responsibilities for all relevant parties, including hospitals, coast guard, other authorities and subcontractors in responding to emergencies.
- Proof that the Emergency Response Procedure is tested and signed off by the CLIENT representative(s) and the CONTRACTOR.
- The ERP shall act as a bridging document between any individual organisation emergency response procedures and the specific ERP prepared for executing the WORK.

- The ERP shall have a clear order of preference and/or priority over any other emergency response procedure documents, which are referenced.
- The ERP will include plans that define responses to foreseeable scenarios (including, but not limited to Medical Evacuation, Dropped Objects, fire, man-over-board, entanglement of towed equipment, running aground, power outage, sinking, spoofing & jamming, vessel incursion, vessel adrift, hazardous onboard chemical spills or hazardous waste/objects recovered to deck.
- Specific client contacts that will be given by the CLIENT.

3.6 Environmental Management

The CONTRACTOR shall implement appropriate measures to identify, assess, and minimise environmental aspects, and shall strive execute work in a sustainable manner. Environmental performance data, such as fuel consumption and cycle times, shall be recorded. Any loss of equipment during the offshore operations shall be reported.

The CONTRACTOR shall develop and maintain pollution prevention measures to eliminate, reduce, reuse, recycle, treat, or appropriately dispose of waste. The CONTRACTOR shall document evidence to demonstrate that hazardous waste has been managed in a responsible and appropriate manner. The CONTRACTOR shall identify, monitor and report environmental wastes, discharges, and emissions to ensure compliance with regulatory requirements.

3.6.1 Oil Pollution Prevention

CONTRACTOR to comply with regulations for oil pollution prevention and response

SOPEP: A Shipboard Oil Pollution Emergency Plan (SOPEP) must be maintained and updated. This plan includes procedures for reporting incidents, a list of contacts, and immediate actions to control discharges.

IOPP Certificate: An International Oil Pollution Prevention Certificate (IOPP) is required and must be renewed every five years. This certificate proves compliance with pollution prevention regulations.

Discharge limits: The discharge of oil or oily mixtures is generally prohibited in most areas, especially within 3 nautical miles of land. When allowed, the mixture cannot exceed 15 ppm of oil.

Equipment: Vessels over 400 gross register tonnage (GRT) must have an approved oil/water separator.

Record keeping: Vessels must maintain an Oil Record Book for all oil discharges, which must be kept on board for inspection.

The CONTRACTOR shall use biodegradable oils where there is a potential risk of spill into the environment. In the event biodegradable oil cannot be used due to technical limitations justification need to be documented within the procedures.

3.6.2 Environmental Permit(s).

The CLIENT is responsible to ensure that a permit (exemption) related to the prohibitions referred to in Article 3.5, paragraph 2 of the Nature Conservation Act

with regard to the deliberate disturbance of specimens of the harbour porpoise (*Phocoena phocoena*) is granted before the start of the Offshore WORK.

The CONTRACTOR shall work within the requirements of this permit and is responsible to include all necessary considerations regarding all granted permits and exemptions into its Health, Safety and Environmental Management Plan.

3.6.3 *Deliverable requirements: environmental management processes*

The environmental management processes, part of the HSE Management Plan, will include the following as a minimum:

- Identification and determination of the significance of environmental aspects and impacts of all activities.
- Establishment of monitoring procedures and developed initiatives to manage and improve environmental performance of significant aspects.

3.7 Requirements to vessels, crew and equipment

3.7.1 *Rules & regulations*

The CONTRACTOR shall demonstrate compliance through valid certificates and permits for vessels, personnel, equipment and survey activities. All required certifications, medical certificates and permits shall remain valid throughout the execution of the WORK and shall not require renewal that could interfere with the WORK. Where recertification cannot be undertaken without impacting the WORK, certification shall remain valid until at least three (3) months after the planned completion of the Offshore WORK.

The CONTRACTOR shall comply with relevant Flag State rules and IMO conventions (for example SOLAS, ISM, MARPOL and STCW) for any vessel and crew deployed by the CONTRACTOR.

The CONTRACTOR shall implement a Permit to Work system requiring authorization from the vessel bridge before commencing hazardous activities, including but not limited to hot work, confined space entry and working at height.

The CONTRACTOR shall provide a deck arrangement plan indicating which equipment and winches to be installed on deck and where tow lines cross the deck with marked out and taped off exclusion zones; beyond which full PPE is required.

The CONTRACTOR shall provide a towing configuration plan including mitigating measures to prevent entanglement.

The CONTRACTOR shall provide a detailed launch and recovery plan to ensure that equipment do not entangle during deployment or recovery.

3.7.2 *Accommodation and welfare facilities*

The CONTRACTOR shall provide adequate welfare facilities to accommodate all marine crew, survey crew, subcontractors and client representatives on all vessels deployed by the CONTRACTOR as required by Flag State, national and international maritime legislation. This shall include sanitary and washing facilities. Facilities for rest, food preparation, accommodation clothing storage and drinking water provision shall also be provided by CONTRACTOR. This shall be fully provided prior to any WORK commencing at the site.

3.7.2.1 Water Quality

Water quality must be monitored weekly with checks for microbial contamination (E.Coli, Legionella, Campylobacter), as well as pH, chlorine residual, and corrosion related metals (Pb, Cu Fe): Regulatory requirement: MLC 2006.

- **Fresh Water Safety Plan (FWSP):** provision of a risk assessment and management plan covering the entire water supply chain, from bunkering (loading) to the tap. (It is understood that bottled water will be used for drinking. This relates to water used by crew for showering/washing).
- **Sampling Locations:** Take samples from high-risk areas, including storage tanks, bunkering lines, the galley, and various crew cabins/showers. Seldom-used outlets should be flushed weekly.
- **Bunkering Procedures:** Water should only be taken from sources approved by the relevant health authority, and a report of the source water quality should be obtained if possible. Bunkering hoses should be dedicated to potable water only, stored cleanly, and disinfected regularly.

3.7.2.2 Food Waste

CONTRACTOR to provide Garbage Management Plan and Garbage Record Book; Regulatory requirement: MARPOL Annex V

- **Outside Special Areas,** unprocessed food waste can be discharged at least 12 nautical miles (nm) from land, while comminuted or ground food waste (<25mm) can be discharged at least 3 nm from land.
- **Within Special Areas,** only comminuted/ground food waste (<25mm) can be discharged at least 12 nm from land.
- **When alongside** or within 500m of platforms, only comminuted/ground food waste (<25mm) can be discharged at least 12 nm from land.

3.7.2.3 Food Hygiene

CONTRACTOR to comply with HACCP, Food Hygiene Regulations 2006 and MLC 2006.

- **Galley and storage areas,** Strict temperature control for food storage is mandated, with raw and cooked foods stored separately. Design and maintenance of galley and storage areas to comply to standards.
- **Personnel and Training:** Catering staff must maintain high personal cleanliness and receive training in food hygiene.
- **Inspections:** The Master must conduct documented inspections of catering areas, and Port State Control may inspect foreign ships under specific conditions.

3.7.3 *Suitability of vessels and equipment*

The CONTRACTOR shall use suitable vessels for the WORK, with maximum working limits to operate in the North Sea based on the prevailing weather conditions as defined in Annex [5] Section III - Remuneration.

3.7.3.1 Vessel Assurance: CMID

CONTRACTOR to provide Common Marine Inspection Document (CMID) and its electronic version (e-CMID), or similar (RVO to approve), to include a visual

assessment of the internal integrity of vessel hull and watertight compartments and assessment of safety of vessel's personnel and protection of environment.

This document will address key aspects onboard but CLIENT may request further certificates of any items within this document, such as Bridge, Navigation and Communications Equipment details or Towing, Mooring and Lifting Equipment or Life Saving Appliances details (SOLAS).

3.7.4 *Vessel inspections*

The CONTRACTOR shall provide to the CLIENT a recent (as a guideline for vessels new to the project the inspection report should not be older than 6 months), independent, representative and relevant to the work that the vessel is to perform vessel inspection report for each vessel deployed by the CONTRACTOR. The CONTRACTOR shall ensure that vessel inspections are performed by a competent, independent and experienced assessor who has a Seagoing Qualification at Management level or appropriate qualification for the Marine equipment type. The CONTRACTOR shall issue the Inspection Report to the CLIENT two (2) weeks before the start of the Offshore WORK.

The CONTRACTOR shall give the CLIENT the rights to carry out an additional inspection before the start of the WORK (by an independent 3rd party). The CONTRACTOR shall notify the CLIENT at least two (2) weeks in advance on an appropriate moment for a possible additional inspection. If this survey concludes that the vessel, crew and or equipment is not compliant with the above, CLIENT will not allow the CONTRACTOR to start the WORK until the issues have been resolved. Any costs resulting from such action will be for the account of the CONTRACTOR.