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Dok. nr/ld	007546	Opprettet dato	2013.06.12	
Rev. dato	2022.10.10	Rev. nr	004	
Revidert av	Hoel Asle Marius (Gruppen)	Eier/Rolle	IKM Innkjøp / Purchasers and supplier approver	
Godkjent av	Klyve Ingjerd	Fellesdokument for	IKM Gruppen	

1. APPLICATION


- 1.1. These general terms and conditions for hiring personnel apply unless otherwise agreed in writing. If the Contractor uses or refers to other general or special terms and conditions, for example, in order confirmations or invoice documents, such terms and conditions shall be without effect unless the parties expressly agree otherwise in writing.


2. SELECTION OF PERSONNEL

- 2.1. Personnel are selected individually by the Purchaser based on the information (CV, recommendations, etc.) provided by the Contractor. The Contractor is responsible for ensuring that all the information provided, and that may affect the choice of personnel, is correct. Upon request, the Contractor shall be able to document each person's professional qualifications as regards education, experience, diplomas and certificates.
- 2.2. The personnel supplied by the Contractor shall have the necessary qualifications to be able to perform the Purchaser's planned work. The Contractor is responsible for ensuring that the nominated personnel are rested and have had a proper rest period before the assignment for the Purchaser begins. It is the responsibility of the Contractor to ensure that he has understood what the Purchaser's planned work involves and based on this, places the correct personnel at the Purchaser's disposal. The Contractor shall ensure that the personnel who are mobilised have completed the required and relevant courses for the installation in question.
- 2.3. All expenses for renewal of certificates, work permits, and the like shall be borne by the Contractor.
- 2.4. Before mobilisation, the Contractor shall provide the Purchaser with the names, dates of birth and nationality of the personnel, and if necessary - valid residence and work permits, as well as addresses, email addresses and mobile phone numbers. Furthermore, the Purchaser shall be informed of the names, addresses and telephone numbers of the personnel's next-of-kin.

3. ORDERING

- 3.1. The Purchaser requisitions personnel according to Clause 3.2 in the form of written or oral requisitions. Oral requisitions shall subsequently be confirmed in writing
- 3.2. The requisition shall as a minimum state the following:
- The assignment/job description
 - Start date and the estimated duration
 - Place of work and place of mobilisation (where the work is to be carried out by hired personnel at any time)
 - Project number
 - Special conditions (matters agreed in addition to or instead of the contract shall be agreed in writing)

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4. DISMISSAL OF PERSONNEL

- 4.1. The Purchaser may, without undue delay, dismiss personnel, who upon commencement of the assignment the Purchaser finds are not qualified for the position. Any additional costs associated with this shall be borne by the Contractor. The same applies to personnel who breach applicable rules/agreements/regulations/laws in general or the contract in particular.
- 4.2. The dismissal shall be justified and notified to the Contractor in writing without undue delay.

5. TRANSPORT TO AND FROM THE WORKPLACE

- 5.1. The Contractor shall arrange for and cover the transport of the selected personnel to and from the place of work as stated in the requisition.
- 5.2. In the event of offshore mobilisation and demobilisation, the Purchaser will be responsible for helicopter transport from the heliport stated in the requisition. The Contractor is responsible for his personnel to/from the heliport as stated in the requisition. Expenses in connection with travel to/from the specified heliports are covered by the Contractor.

6. WORKING HOURS/WORK SCHEDULE


- 6.1. The personnel are obliged to follow the working time arrangement / work schedule that applies to the Purchaser's personnel. Overtime shall be approved by authorised personnel from the Purchaser.
- 6.2. The Purchaser must inform the Contractor in writing of the working time arrangement that applies to the work the Purchaser shall perform. A copy of the Purchaser's protocol/ approval of the working time arrangement is made available to the Contractor. The Contractor is responsible for obtaining approval from the central trade union or the Norwegian Labour Inspection Authority/Petroleum Safety Authority Norway for the working time arrangement used for work onshore. Lack of approval from the Contractor may mean that the personnel cannot take up the assignment or will be rejected.


7. WORK OUTSIDE THE ROTATION PERIOD

- 7.1. If unforeseen events mean that personnel cannot return home at the agreed time, the personnel must be prepared to continue the work if this is possible.
- 7.2. Hired personnel who work beyond the normal rotation period shall be paid according to the provisions on overtime payment.

8. WAITING TIME ONSHORE AT THE DEPARTURE BASE (HELICOPTER BASE, etc.)

- 8.1. Should unforeseen events prevent mobilisation/demobilisation, personnel are paid for the waiting time according to the Annex on *Compensation for hiring personnel – Other conditions*.

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9. FOOD AND ACCOMMODATION DURING MOBILISATION/DEMOBILISATION


- 9.1. The Contractor shall order and pay for the necessary food and accommodation for his personnel in connection with mobilisation and demobilisation.
- 9.2. The Contractor shall ensure that the food and accommodation satisfy the requirements of the collective agreements.
- 9.3. If the Purchaser pays for mobilisation and demobilisation of personnel, the Contractor shall compensate the Purchaser for this per person to cover all the costs of both mobilisation and demobilisation.

10. WORK CLOTHES / PERSONAL PROTECTIVE EQUIPMENT

- 10.1. The Purchaser lends coveralls to the Contractor's personnel. The Contractor is obliged to ensure that upon mobilisation personnel have the required personal protective equipment. Personal protective equipment shall as a minimum be safety goggles, helmet, hearing protection, gloves and approved safety shoes for the individual location.
- 10.2. If hired personnel do not have the necessary personal protective equipment with them, this will be provided by the Purchaser. The cost of this equipment will be invoiced to the Contractor.
- 10.3. In the event of offshore mobilisation, survival suits will be supplied by the Purchaser.

11.HEALTH, ENVIRONMENT AND SAFETY (HSE)

- 11.1. The Contractor is obliged to have an established HSE standard (health, safety and environment) that as a minimum is according to the applicable internal control regulations at any time.
- 11.2. The Contractor is also obliged to have procedures to ensure compliance with the applicable internal control regulations. The Purchaser is entitled to ensure that there is compliance with the regulations. The Contractor's personnel are subject to and shall follow the Purchaser's HSE system and procedures when carrying out work for the Purchaser.
- 11.3. The Contractor is obliged to:
 - report all accidents or near misses, as well as hazardous actions and conditions at the Purchaser or the client of the Purchaser's premises or facilities in connection with this contract.
 - obtain the Purchaser's approval for any own use of personnel hired out to the Purchaser.
 - inform own personnel on hire or other persons participating in the contract about the Purchaser's applicable HSE measures.
- 11.4. Breach of the HSE provisions by the Contractor or the Contractor's personnel entitles the Purchaser to dismiss personnel and/or terminate the contract with immediate effect.

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11.5. The Contractor shall ensure compliance with IKM-HMS-F-02E Code of Conduct, as well as the [UN Universal Declaration of Human Rights](#) and [ILO Conventions](#).

12.OCCUPATIONAL HEALTH SERVICE

- 12.1. The Purchaser usually hires the personnel for short periods, and it is not appropriate for the personnel to be included in the usual individual follow-up by the Purchaser's occupational health service. The Contractor is obliged to ensure that the personnel receive satisfactory follow-up by the Contractor's occupational health service concerning any risk/strain associated with the work performed for the Purchaser, and where the risk/strain to which the personnel are exposed in the other parts of the year is also considered.
- 12.2. The personnel are included in the Purchaser's ordinary working environment surveys if they have been hired at the relevant time.
- 12.3. The Contractor is obliged to provide information and documentation on his occupational health service, including about hired personnel.
- 12.4. The Purchaser shall inform the Contractor of risk/strain associated with the work the personnel shall carry out for the Purchaser so that the Contractor can make the necessary assessments concerning the occupational health service.

13.HOURLY RATES


- 13.1. The Purchaser shall pay the prices according to the contract.

14.EQUAL TREATMENT

- 14.1. The Contractor shall ensure that the personnel hired out to the Purchaser always have wage and working conditions according to section 14-12a (1) letters a-f of the [Working Environment Act](#) (the equal treatment provisions) and any regulations.

15.INFORMATION REQUIREMENT AND DUTY OF CONFIDENTIALITY


- 15.1. The Purchaser shall submit to the Contractor information about agreements by which the Purchaser is bound for the type of personnel the contract concerns. The Purchaser shall also submit any special agreements entered between the Purchaser and the local trade union club, as well as general wage matrices or other general terms and conditions that apply to the Purchaser. The Purchaser shall submit information about amendments and or adjustments to these documents, including adjustments in connection with wage settlements, as soon as possible and no later than 14 days after the Purchaser has been notified of the amendment/adjustment. Such amendments/adjustments do not give any automatic right to adjust agreed hourly rates, but the Contractor may request negotiations.
- 15.2. If the hiring of personnel takes place within a category not covered by previously submitted information, the Purchaser must submit in the same way the necessary information no later than 14 days after the signed order.


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- 15.3. The Contractor shall treat the information and documentation as the Purchaser's trade secrets, and the information shall only be disclosed to persons who require this to perform their work tasks for the Contractor, and only to ensure the personnel equal treatment according to the section 14-12a (1) a - f of the [Working Environment Act](#) or fulfil their duty to provide the relevant employee with information according to section 14-12b (2) of the [Working Environment Act](#).
- 15.4. The Contractor and employees of the Contractor have a duty of confidentiality and shall sign a declaration of confidentiality. The same applies to the employee who may receive information according to section 14-12b (2) of the [Working Environment Act](#).
- 15.5. At the Purchaser's request, the Contractor shall document the wage and employment conditions agreed between the Contractor and the personnel. The Purchaser shall treat the information and documentation as the Contractor's trade secrets, and the information shall only be disclosed to persons who require it to perform their work tasks for the Purchaser, and only to ensure that the principle of equal treatment has been complied with or fulfil their duty to provide the Purchaser's employee representatives with information according to section 14-12b (4) of the [Working Environment Act](#).
- 15.6. The Purchaser and employees of the Purchaser have a duty of confidentiality and shall sign a declaration of confidentiality. The same applies to the employee representatives who might receive information according to section 14-12b (4) of the [Working Environment Act](#).

16. INVOICING AND PAYMENT

- 16.1. A payment certificate will be issued and sent to the Contractor. This payment certificate shall be used as invoice documentation and will be sent to the Contractor by the 10th of each month. The basis for the submitted invoice documentation is the number of working hours the Purchaser has recorded for the hired personnel. Only hours that have been finally approved by the Purchaser will be included on the payment certificate.
- 16.2. An invoice shall be sent every month to the Purchaser, with the received payment certificate attached. Invoices will not be approved if the Purchaser's payment certificate (invoice documentation) has not been attached. A copy of the decision on exemption from joint and several liability or auditor-confirmed documentation / confirmation for correctly paid taxes must be attached to the invoice.
- 16.3. Invoices for assignments that were performed more than 2 months before the invoice date are not accepted and will be returned. Invoice fees are not accepted.
- 16.4. Invoices that do not comply with the above instructions will be returned, which may result in late payment. Invoices that do not have the invoice documentation and the decision on release from joint and several liability or auditor-confirmed documentation / confirmation of correctly paid taxes and fees attached, will not be paid until such documentation has been sent to the Purchaser
- 16.5. Unless otherwise agreed, payment shall take place within 45 days of receipt of the correct invoice.

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17. INSTRUCTIONS


- 17.1. During the contract period, the personnel shall follow the instructions that apply to the employees of the Purchaser at the relevant workplace. It is the Contractor's responsibility to ensure that his personnel follow the rules and orders that apply to the contract in general and the workplace in particular.
- 17.2. The Contractor is obliged to have employment contracts with his employees according to applicable laws and regulations at any time. The employment contracts shall be submitted to the Purchaser on request.
- 17.3. The Contractor is obliged to ensure that all his employees complete the Purchaser's HSE course before mobilisation.
- 17.4. The Contractor cannot require that special rights earned by the Purchaser's employees shall apply to hired personnel.
- 17.5. If by further agreement, the Contractor is awarded a bonus or the like based on the work carried out by the Contractor's personnel, this shall benefit the hired personnel without any reduction.

18. PERMITS

- 18.1. The Contractor shall always comply with the applicable public laws and regulations.
- 18.2. The Contractor is responsible for ensuring that all the necessary dispensations and permits are kept up-to-date in the contract period. The Contractor shall always provide such information or documentation the Purchaser requests and that may be required to establish that the regulations are complied with.

19. TAXES


- 19.1. The Contractor is obliged to provide information about his personnel to the Assignment and Employee Register ("AER") if such personnel are foreign employees.
- 19.2. The Contractor is responsible for submitting to the Purchaser a copy of all report forms sent to AER.
- 19.3. Reportable personnel are:
 - Foreign nationals, regardless of nationality and address.
 - Persons with an address outside Norway, regardless of nationality
- 19.4. At the beginning of the assignment, all personnel defined under the above shall be reported to AER using the standard form (form RF 1198). Personnel who are not reported in this way will be dismissed by the Purchaser.
- 19.5. Upon initial mobilisation, the Purchaser will accept that the notification to AER is only sent after the Purchaser has requisitioned the personnel in question and that a copy of this notification (receipt from AER or form RF 1198) is submitted to the Purchaser.

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- 19.6. As the responsible employer, the Contractor is responsible for paying tax withholdings and employer's contributions according to section 4-1 of the [Tax Payment Act \(NOR\)](#). Furthermore, under the accounting regulations, the Purchaser and the Contractor are obliged to keep tax withholdings in a separate account so that the funds are available regardless of the company's financial situation or provide a bank guarantee for the tax withholding liability.
- 19.7. The Contractor has a duty to report to the Purchaser to reduce the risk to which the Purchaser is exposed according to section 4-1 of the [Tax Payment Act \(NOR\)](#). This duty to report is regardless of the Contractor's financial situation and/or size.
- 19.8. If the Contractor fails to report according to the above procedures, the Purchaser may dismiss personnel without further notice and replace them with other personnel. All costs in connection with this are borne by the Contractor.
- 19.9. The Contractor shall apply to his municipality to exempt the Purchaser from joint and several tax liability and apply for the necessary extensions of the exemption during the entire contract period. A copy of the exemption notification shall be sent to the Purchaser.
- 19.10. Alternatively, the Contractor may, within 15 days after each term for payment of taxes (6 times a year - 15 January, 15 March, 15 May, 15 July, 15 September and 15 November), and as a minimum, submit a copy of the receipt for the paid tax deductions and employer's contributions and national insurance payments applicable to all personnel engaged by the Purchaser under the contract. The Contractor must send a copy/confirmation of the submitted A-notification, as well as a tax certificate for each term.
- 19.11. The Contractor has full employer's liability for the personnel, and the Purchaser shall not be considered the employer of the Contractor's personnel, even if the personnel perform work under the Purchaser's management and/or at the Purchaser's place of business. The Contractor shall be responsible for payment of wages, overtime payment and accrued holiday pay according to the applicable regulations and shall keep the Contractor indemnified against any claim resulting from non-payment by the Contractor.

20. CANCELLATION WITHOUT SPECIAL GROUNDS

- 20.1. The Purchaser may, without special grounds, cancel the hire of the Contractor's personnel with immediate effect following written or verbal notice to the Contractor.
- 20.2. Following such cancellation, the Purchaser shall pay the Contractor for the actually incurred and documented expenses that have arisen as a result of the cancellation. Beyond this, the Contractor is not entitled to any compensation as a result of such cancellation.
- 20.3. The Contractor's wages to own personnel, as well as training of personnel and administrative costs, will not be covered by the Purchaser.

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21.QUALITY ASSURANCE

- 21.1. The Contractor shall have a satisfactory quality assurance and HSEQ system that is tailored to the nature of the purchase. The relevant system requirements based on ISO 9001, ISO 45001 and ISO 14001 or the equivalent shall be met.
- 21.2. Furthermore, at the Purchaser's request, the Contractor shall submit a copy of the Quality Assurance Manual to the Purchaser.
- 21.3. The Purchaser is entitled to conduct scheduled and unscheduled quality assurance audits of the Contractor.
- 21.4. The Contractor shall pay special attention to the Purchaser's procedures and routines that apply to:
- Hour registration/invoices, etc.
 - Employment/selection criteria
 - Work experience/certificates, etc.
 - Employer's contributions/work permits/taxes

22.RECRUITMENT


- 22.1. The Contractor is obliged to not actively recruit personnel employed by the Purchaser.
- 22.2. The Contractor is obliged to not actively recruit personnel from other Contractors who are engaged by the Purchaser. The same applies to the Purchaser as regards the Contractor's personnel unless otherwise agreed.

23.FORCE MAJEURE


- 23.1. Force Majeure means an event beyond the control of a Contracting Party which the party could not or should not have foreseen when the contract was entered into and the effects of which the party cannot reasonably be expected to overcome or avert.
- 23.2. Neither party shall be deemed to have breached an obligation under the contract insofar as he can prove that compliance with it has been prevented due to Force Majeure.
- 23.3. The party who wishes to invoke Force Majeure shall as soon as possible give the other party written notice of the Force Majeure situation. In the event of Force Majeure, each party shall bear its own costs due to the Force Majeure situation.

24.COMPENSATION

- 24.1. In addition to what otherwise follows from the contract, the Purchaser may claim compensation as a result of the Contractor failing to fulfil his contractual obligations, insofar as the Contractor does not prove that the non-fulfilment is due to Force Majeure.


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24.2. The Purchaser's liability under this agreement shall be limited to direct losses and upwards limited to the Purchaser's total remuneration paid to the Contractor in the last 12 months before the event that provides the basis for compensation.

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25.LIABILITY / INSURANCE

- 25.1. The Contractor has full liability for the personnel in the contract period. Furthermore, the Contractor is responsible for ensuring that his personnel have been registered with the tax authorities and have submitted a valid tax card, as well as that all government taxes have been paid according to the applicable regulations. For non-Norwegian citizens, the Contractor is also responsible for ensuring that the personnel have a valid passport, residence and work permit.
- 25.2. The Purchaser may claim recourse against the Contractor for all possible claims from the personnel according to section 14-12 c of the [Working Environment Act](#), including any costs the Purchaser incurs in that connection.
- 25.3. To secure such a claim, the Purchaser is entitled to withhold an appropriate amount in the claim the Contractor has according to the invoicing under the contract. If the Purchaser finds that the claim is justified, the claim may be set off against the balance owed to the Contractor.
- 25.4. Except for what follows from section 25.9, the Purchaser is liable for and shall indemnify the Contractor against any losses, damages or costs that the Contractor, his property or employees may suffer, including death, whatever the reason.
- 25.5. The Contractor is liable for and shall indemnify the Purchaser against any losses, damages or costs that the Purchaser, his property or employees may suffer, including death, whatever the reason.
- 25.6. The Contractor is liable for and shall indemnify the Purchaser against any losses, damages or expenses that he or his personnel may cause to another third-party's property or personnel, including death.
- 25.7. The Contractor is obliged to ensure full and satisfactory insurance coverage according to Norwegian law. Accident insurance for offshore work shall be based on a sum equivalent to at least 20 x the National Insurance basic amount (G) in the event of death, and 40G in the event of 100% invalidity. The Contractor's liability is not limited to the scope of the insurance coverage.
- 25.8. The Purchaser is entitled to request a copy of the associated policies. The Contractor shall document that the policies are always maintained and document that the insurance coverage shall not end until 30 days after the Purchaser has received written notification of termination. The Contractor must also document that his insurance company waives any right of recourse against the Purchaser, client or their insurance companies.
- 25.9. The Contractor is financially liable for all the equipment/property the Purchaser places at his or his employees' disposal. The Contractor is obliged to compensate losses/damages he or his employees cause to such equipment/property, if the losses/damages have arisen due to negligence or improper treatment by the contractor.

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26. CONFIDENTIALITY

- 26.1. All information to which the Contractor or the Contractor's personnel gain access through the cooperation with the Purchaser shall be treated as trade secrets and remain the property of the Purchaser. The same applies to documents, concepts, innovations or the like developed by the Contractor or his personnel that are mainly based on such information belonging to the Purchaser or that have been developed especially for the Purchaser or in connection with the assignment.
- 26.2. The said trade secrets shall be kept confidential and must not be used for other purposes than the fulfilment of the contract. The Contractor shall send or return to the Purchaser documents or the like that according to the above belong to the Purchaser.

27. TERMINATION OF THE CONTRACT

- 27.1. The contract is valid until terminated by one of the parties.
- 27.2. Termination of the contract shall be in writing with a minimum of 3 months' notice. Any assignment shall cease immediately at the end of the notice period as stated. Upon such termination, the Purchaser's property that the Contractor has used shall be returned in the same condition as at the start of the assignment.

28. BREACH OF CONTRACT

- 28.1. Either party may terminate the contract with immediate effect if the other party is in substantial breach of his contractual obligations. Termination shall be done by written notice.

29. GOVERNING LAW AND LEGAL VENUE

- 29.1. This contract is subject to and interpreted according to Norwegian law. All disputes concerning the Contract, and which are not resolved by mutual agreement, shall be settled by court proceedings unless the parties agree otherwise. Any court proceedings shall be brought before Stavanger District Court.