



SERVICE AGREEMENT

NO. 1042140387

FOR

PROVISION OF ISO OHSAS CONSULTANTS

BETWEEN

PEARLOIL (SEBUKU) LIMITED

AND

**PT. SUCOFINDO PRIMA INTERNASIONAL KONSULTAN
(SPRINT CONSULTANT)**

THIS AGREEMENT is made on ____
September 2014 (the "Effective Date"), by
and between:

- (1) **PEARLOIL (SEBUKU) LIMITED**,
a company established under the
laws the British Virgin Islands and
whose principal address is at
Pondok Indah Office Tower 2, Suite
801 & 900, Jl. Sultan Iskandar Muda
Kav. V-TA, Jakarta 12310,
Indonesia (the "Company")

and

- (2) **PT. SUCOFINDO PRIMA
INTERNASIONAL KONSULTAN**,
a company established under the
laws of Indonesia and whose
principal address is at Graha
Sucofindo Lt. 12, Jl. Raya Pasar
Minggu, Kav. 34, Jakarta 12780 (the
"Service Provider").

The Company and the Service Provider
shall be referred to herein either
individually as a "Party" or collectively as
the "Parties".

WHEREAS,

- (A) The Service Provider is engaged in
the business of providing ISO
OHSAS Consultantcy services and
has considerable skill, knowledge
and experience in that field to
perform such services; and
- (B) In reliance upon that skill,
knowledge and experience, the
Company has agreed to engage the
Service Provider to provide the
Services (as defined below) to the
Company or any other person or
entity designated by the Company in

PERJANJIAN INI, dibuat pada ____
September 2014 ("Tanggal Efektif"), oleh
dan antara:

- (1) **PEARLOIL (SEBUKU) LIMITED**,
suatu perusahaan yang didirikan
berdasarkan hukum British Virgin
Islands dan beralamat di Pondok
Indah Office Tower 2, Suite 801 &
900, Jl. Sultan Iskandar Muda Kav.
V-TA, Jakarta 12310, Indonesia
("Perusahaan")

dan

- (2) **PT. SUCOFINDO PRIMA
INTERNASIONAL KONSULTAN**,
suatu perusahaan yang didirikan
berdasarkan hukum Indonesia dan
beralamat di Graha Sucofindo Lt. 12,
Jl. Raya Pasar Minggu, Kav. 34,
Jakarta 12780 ("Penyedia Jasa").

Perusahaan dan Penyedia Jasa secara
individual disebut "Pihak" atau secara
kolektif disebut "Para Pihak".

BAHWA,

- (A) Penyedia Jasa menjalankan usaha
dalam bidang pengadaan jasa
Konsultansi ISO OHSAS dan
memiliki keterampilan, pengetahuan
dan pengalaman yang mendalam
dalam bidang tersebut untuk
melaksanakan jasa tersebut; dan
- (B) Dengan berpegang pada
keterampilan, pengetahuan dan
pengalaman tersebut, Perusahaan
setuju mengikat Penyedia Jasa
untuk mengadakan Jasa
(sebagaimana ditetapkan dibawah
ini) untuk Perusahaan atau orang



to the Company.

This Performance Bond shall be released to the Service Provider after the completion of the Services rendered pursuant to the specifications specified in the Agreement.

3. TERM

This Agreement shall commence on the Effective Date and shall continue, unless terminated earlier pursuant to this Agreement or otherwise agreed by the Parties in writing, until ____ March 2016 when the Services have been completed by the Service Provider pursuant to the requirements of the Agreement.

4. TIME FOR PERFORMANCE

- 4.1 The time to perform the Services shall be as specified in the Agreement and time shall be of the essence. If no time for performance is specified for completion of the Services or any particular part of the Services, then the Service Provider shall perform such Services within a time to be agreed by the Parties, or, failing such Agreement, within a reasonable time given the nature and extent of the Services.

Pelaksanaan akan dicairkan untuk kepentingan Perusahaan.

Jaminan Pelaksanaan ini akan dikembalikan kepada Penyedia Jasa setelah Jasa selesai dilaksanakan berdasarkan spesifikasi yang ditetapkan dalam Perjanjian.

3. JANGKA WAKTU

Perjanjian ini berlaku sejak Tanggal Efektif dan akan terus berlaku, kecuali jika diakhiri lebih cepat sesuai dengan Perjanjian ini atau disepakati lain oleh Para Pihak secara tertulis, hingga ____ March 2016 ketika Jasa telah diselesaikan oleh Penyedia Jasa sesuai dengan persyaratan dalam Perjanjian.

4. WAKTU PELAKSANAAN

- 4.1 Waktu pelaksanaan Jasa adalah sebagaimana ditentukan dalam Perjanjian dan secara tepat waktu. Jika waktu penyelesaian Jasa atau bagian tertentu dari Jasa, tidak ditentukan, maka Penyedia Jasa harus melaksanakan Jasa tersebut dalam waktu yang disepakati oleh Para Pihak, atau, jika gagal mencapai kesepakatan tersebut, dalam waktu yang wajar sesuai dengan sifat dan ruang lingkup Jasa.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 The Service Provider may not assign, transfer, create a charge over or otherwise dispose of any of its rights or subcontract, transfer or otherwise dispose of any of its obligations under the Agreement without the prior written consent of the Company.
- 14.2 Company shall have a right to assign, transfer, creating a charge over or otherwise disposing of any of its rights or from subcontracting, transferring or otherwise disposing of any of its obligations under the Agreement to an Affiliate of the Company. The Company shall not assign any part of its rights or obligations under the Agreement, other than to an Affiliate, without the consent of the Service Provider (such consent not to be unreasonably withheld).

15. NOTICES

- 15.1 Any notice or other document to be served under the Agreement may be delivered or sent by post, email (with receipt confirmed) or facsimile, in the case of the Company to:

14. PENGALIHAN DAN SUB-KONTRAK

- 14.1 Penyedia Jasa tidak diperkenankan mengalihkan, memindahkan, membebaskan atau dengan cara apapun melepaskan setiap haknya atau melakukan subkontrak, memindahkan atau dengan cara apapun melepaskan setiap kewajibannya berdasarkan Perjanjian tanpa persetujuan tertulis terlebih dahulu dari Perusahaan.
- 14.2 Perusahaan berhak untuk melakukan pengalihan, pembebanan atas atau dengan cara apapun melepaskan setiap haknya atau melakukan subkontrak, pemindahan atau dengan cara apapun melepaskan setiap kewajibannya berdasarkan Perjanjian kepada Afiliasi dari Perusahaan. Perusahaan tidak dapat mengalihkan bagian apapun dari haknya atau kewajibannya berdasarkan Perjanjian selain kepada Afiliasinya, tanpa memperoleh persetujuan dari Penyedia Jasa (persetujuan tersebut tidak akan ditahan tanpa alasan yang tidak wajar).

15. PEMBERITAHUAN

- 15.1 Setiap pemberitahuan atau dokumen lain yang harus diserahkan berdasarkan Perjanjian dapat diberikan dengan cara penyerahan langsung atau dikirim melalui post, email (dengan bukti konfirmasi penerimaan) atau fax, jika untuk Perusahaan kepada:

PEARLOIL (SEBUKU) LIMITED
Pondok Indah Office Tower 2, Suite 801 & 900
Jl. Sultan Iskandar Muda Kav. V-TA
Jakarta 12310, Indonesia



Attn.: Citra Yuliana (HSSE Department)
Fax: +62 21 7592 2831
Phone: +62 21 7592 2830

or, in the case of the Service
Provider:

atau, jika kepada Penyedia Jasa:

PT. SUCOFINDO PRIMA INTERNASIONAL KONSULTAN
Graha Sucofindo Lt. 12, Jl. Raya Pasar Minggu,
Kav. 34, Jakarta 12780
Attn.: Wijanarka
Fax: +62 21 7986 883
Phone: +62 21 7983 666

or, as otherwise agreed between the
Parties.

atau, sebagaimana disetujui lain
oleh Para Pihak.

15.2 When providing service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted or that the facsimile message or e-mail was properly addressed and despatched (as the case may be) in accordance with Clause 15.1.

15.2 Pemberitahuan atau penyerahan dokumen harus dilakukan dengan disertai tindakan yang cukup untuk membuktikan bahwa penyerahan dilakukan atau sampul yang berisi pemberitahuan dialamatkan dan dikirimkan ke alamat tujuan yang benar atau bahwa pesan melalui faximile atau e-mail telah ditujukan dan dikirimkan dengan benar (sebagaimana dapat diterapkan) sesuai dengan ketentuan Pasal 15.1.

16. FORCE MAJEURE

16.1 For the purposes of this Agreement, an event of Force Majeure shall mean an event or occurrence of the type described below which is beyond the reasonable control of the affected party (the "Affected Party") and which, using reasonable endeavours, that party is unable to overcome and shall include (subject to the foregoing sentence being met):

16. KEADAAN KAHAR

16.1 Untuk kepentingan Perjanjian ini, suatu kejadian Keadaan Kahar berarti suatu kejadian atau peristiwa dalam bentuk yang dijelaskan dibawah ini, yang berada diluar kendali pihak yang terkena dampak ("Pihak Terkena Dampak") dan, dengan upaya yang masuk akal, pihak tersebut tidak dapat mengatasinya dan termasuk di antaranya (tunduk pada terpenuhinya kondisi yang diterangkan sebelumnya) yaitu:



PEARLOIL (SEBUKU) LIMITED
Provision of ISO OHSAS Consultants
Service Agreement No. 1042140387

IN WITNESS WHEREOF the Parties
hereto have executed this Agreement as
of the date first above written.

DEMIKIANLAH, Para Pihak telah
menandatangani Perjanjian ini pada
tanggal tersebut diatas.

PEARLOIL (SEBUKU) LIMITED

Name: Chris Jones

Title: President

PT. SUCOFINDO PRIMA
INTERNASIONAL KONSULTAN



Name: Diana Susianti Moro

Title: Director

Ref. No: SC-10428104

Jakarta, 11 September 2014

To :
PT. SUCOFINDO PRIMA INTERNASIONAL KONSULTAN
Graha Sucofindo Lt. 12, Jl. Raya Pasar Minggu,
Kav. 34, Jakarta 12780

Attn. : Director
Fax : +62 21 7986 883
Tel : +62 21 7983 666

Please return this page to
Mubadala Petroleum
Office after signing

Subject: **Letter of Award ("LOA") – Agreement No. 1042140387 for Provision of ISO OHSAS Consultants**

Dengan hormat,

Dear Sir,

PEARLOIL (SEBUKU) LIMITED ("Perusahaan") dengan ini memberitahukan **PT. SUCOFINDO PRIMA INTERNASIONAL KONSULTAN ("Penyedia Jasa")** bahwa, dengan syarat Penyedia Jasa menyatakan penerimaan terhadap ketentuan dari LOA dengan menandatangani LOA ini, Penyedia Jasa telah ditunjuk sebagai pelaksana Perjanjian No. 1042140387 untuk Pengadaan Konsultan ISO OHSAS ("**Perjanjian**"). Penyedia Jasa ditunjuk sebagai pelaksana Perjanjian dengan syarat dan ketentuan sebagai berikut:

PEARLOIL (SEBUKU) LIMITED ("Company") hereby notifies **PT. SUCOFINDO PRIMA INTERNASIONAL KONSULTAN ("Service Provider")** that, subject to Service Provider acknowledging its acceptance of the terms and conditions of this LOA by signing in the space below, Service Provider has been awarded Agreement No. 1042140387 for Provision of ISO OHSAS Consultants ("**Agreement**"). The Agreement is awarded to Service Provider on the following terms and conditions:

1. Penunjukan Pelaksana Perjanjian

Dasar penunjukan Penyedia Jasa sebagai pelaksana Perjanjian adalah sebagai berikut:

- syarat dan ketentuan yang terdapat dalam dokumen lelang Perusahaan tanggal 1 Juli 2014 ("**Dokumen Lelang**");
- dokumen penawaran Penyedia Jasa tanggal 21 Juli 2014 yang dianggap dibuat berdasarkan persyaratan dalam Dokumen Lelang ("**Dokumen Penawaran**"); dan
- Surat harga penawaran Penyedia Jasa tanggal 8 September 2014 mengenai pengurangan harga penawaran.

1. Award of Agreement

The Agreement is awarded on the basis of:

- the terms and conditions contained in Company's bid document issued on 1 July 2014 ("**Bid Document**");
- Service Provider's bid proposal dated 21 July 2014 which was deemed to be made based on the requirements in the Bid Document ("**Bid Proposal**"); and
- Service Provider's bid price letter dated 8 September 2014 regarding reduced bid price proposal.

2. Penandatanganan Perjanjian Tertulis Secara Resmi

Segera setelah tanggal dikeluarkannya LOA ini, Perusahaan dan Penyedia Jasa akan menandatangani suatu perjanjian tertulis secara resmi yang pada dasarnya sama dengan bentuk perjanjian yang terdapat dalam Dokumen Lelang, sebagaimana dilengkapi oleh Dokumen Penawaran.

2. Execution of Formal Written Agreement

As soon as practicable after the date of this LOA, Company and Service Provider shall execute a formal written agreement which is substantially the same as the form of agreement contained in the Bid Document, as supplemented by the Bid Proposal.



CORRESPONDENCE AND COMMUNICATIONS

TRANSMITTAL
NO : SC - 104271102

To : Sucofindo Prima International Konsultant, PT

From : PEARLOIL (SEBUKU) LIMITED


Garaha Sucofindo
Jl. Raya Pasar Minggu Kav.34, Jakarta
021 7983 666Pondok Indah Office Tower II
Suite 900
Jl. Sultan Iskandar Muda Kav V-TA
Jakarta 12310

	For Information		For Comment/Approval		As Requested		For Review
	To be Returned		For Your File		For Reference	x	For Signatory

No.	Description	REMARKS	QTY
1	LOA Contract - Provision of ISO OHSAS Consultants	For Signatory	1 set Original

NOTE :

Please return 1 Original Contract after signing to Mubadala's office at the latest date on Monday, 13 October 2014 or 2 days after collecting date.

Name :	Novini Kumala		
Sign :			
Date :	9-Oct-14	Date :	

Please acknowledge RECEIPT and RETURN the signed Transmittal to the Originator by Fax
To: +6221 - 7599 6116

Perjanjian akan menyatakan sebagai berikut:

- a. Total Imbalan adalah USD 100,430.00 (Seratus Ribu Empat Ratus Tiga Puluh Dolar Amerika);
- b. Tanggal Mulai adalah 12 September 2014; dan
- c. Jangka waktu Perjanjian adalah dari 12 September 2014 hingga 11 Maret 2016.

Sebagaimana diatur dalam Dokumen Lelang dan ketentuan-ketentuan dalam Perjanjian, Penyedia Jasa berkewajiban untuk menyerahkan kepada Perusahaan sebagai berikut:

1. Jaminan Pelaksanaan

Penyedia Jasa wajib menyerahkan suatu jaminan pelaksanaan senilai USD 5,021.50 (Lima Ribu Dua Puluh Satu Dolar Amerika dan Lima Sen) sesuai dengan Pasal 2 dari Perjanjian.

2. Sertifikat Asuransi

Penyedia Jasa wajib menyerahkan salinan dari sertifikat asuransi Penyedia Jasa sebagaimana yang ditetapkan dalam Pasal 13 dari Perjanjian.

Dengan menandatangani LOA ini, Penyedia Jasa setuju untuk melakukan perikatan dalam bentuk perjanjian dengan Perusahaan berdasarkan ketentuan dalam LOA ini. Harap LOA ini ditandatangani sebagai persetujuan Penyedia Jasa dan dikembalikan kepada Perusahaan paling lambat tanggal 18 Oktober 2014.

PEARLOIL (SEBUKU) LIMITED



Name: **Chris E. Jones**

Title : **President**

The Agreement shall state as follows:

- a. Total Fee is USD 100,430.00 (One Hundred Thousand Four Hundred Thirty United States Dollars);
- b. Commencement Date is 12 September 2014; and
- c. The term of the Agreement is from 12 September 2014 to 11 March 2016.

As stipulated in the Bid Document and the provisions of the Agreement, Service Provider is required to furnish Company with the following:

1. Performance Bond

Service Provider shall submit a performance bond in the amount of USD 5,021.50 (Five Thousand Twenty One United States Dollars and Five Cents) pursuant to Clause 2 of the Agreement.

2. Insurance Certificate

Service Provider is required to submit a copy of Service Provider's insurance certificate as set forth in Clause 13 of the Agreement.

By signing this LOA, Service Provider agrees to enter into an agreement with Company based on the terms of this LOA. Please acknowledge Service Provider's acceptance of this LOA by signing and returning the LOA to Company no later than 18 October 2014.

PT. SUCOFINDO PRIMA INTERNASIONAL KONSULTAN



Name: **Diana S. Moro**

Title : **Director**

SCHEDULE 1 SCOPE OF WORK

1. GENERAL INFORMATION

As part of the Company's readiness for ISO 14001:2004 Environmental Management System (EMS) and OHSAS 18001:2007 Occupational Health and Safety (OHS) Management System certification, the Company is required to enhance the Health, Safety and Environmental ("HSE") Management System for its operations and activities to align with the requirements.

Company requires Service Provider to provide the consultancy service for the enhancement of the Company's current Health, Safety and Environmental (HSE) management system to align with the requirements of the ISO 14001:2004 Environmental Management System and OHSAS 18001:2007 Occupational Health and Safety Management System ("Services").

2. SERVICE LOCATION

2.1 The Services shall be provided at Company's premises or other designated area as follows;

(1) Company's Jakarta office ("Office")

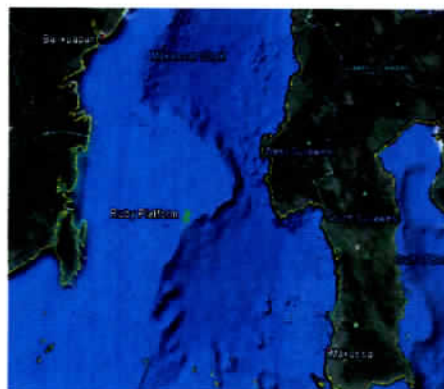
Pondok Indah Office Tower 2, Suite 801 & 900, Jl. Sultan Iskandar Muda, Kav. V-TA
Jakarta 12310, Indonesia

(2) Company's Ruby Offshore Platform in Makassar strait ("Offshore")

Company's Ruby offshore platform is located in Makassar Strait.

Approximate coordinates:

- 576424.04 E / 9607724.58 N - Lat 3° 32' 55.45" S / Long 117° 41' 17.15" E



(3) Other Company's designated area.

2.2 For Services that are performed at Company's offshore facility, the point of mobilization and point of demobilization is Sepinggan Airport, Balikpapan, East Kalimantan.

[Handwritten signatures and initials]

Company shall provide transportation from point of mobilization to Company's Ruby offshore platform and from Company's Ruby offshore platform to point of demobilization.

Service Provider shall be responsible for arranging the transportation of Service Provider's Personnel and/or equipment to the point of mobilization and from the point of demobilization.

3. SERVICES

3.1. Services Overview

Service Provider shall provide the Company with professional HSE consultants, which includes the following:

- 3.1.1. One (1) position as Senior Consultant. This position will be on a call off basis based on actual man days as per the requirements of the Company.
- 3.1.2. One (1) position as Junior Consultant to be based at Company's Jakarta Office and will work with the Company representatives on a day-to-day basis to deliver the services.

3.2. Services Period

The period of the Services is 18 months. The estimated timeline for the project is 12 months, as specified in point No. 5, with spare time of 6 months for Service Provider to complete and submit the Deliverables to Company.

3.3. General Requirements and Work Conditions

- 3.3.1. Service Provider shall provide at its own cost, all Services and supplies for its Personnel, including but not limited to Personnel's insurance coverage, transportation and accommodation, visas, work permits and other required expenses.
- 3.3.2. Service Provider shall ensure that all Personnel assigned for the work is equipped with suitable uniform and Personnel Protective Equipment ("PPE") as assessed by Service Provider and approved by the Company, which may include, but not limited to :
 - Safety helmet
 - Safety glove
 - Safety shoes
 - Safety glass
 - Inherently Fire Retardant Clothing ("IFRC") coveralls

- 3.3.3. Service Provider Personnel shall report to Company's representative at the work location who will be responsible for administering their day-to-day activities. Service Provider shall be fully responsible to conduct, support, and control its Personnel while at the work location or on leave. Indiscipline and poor performance Personnel shall be automatically terminated from their assignment.
- 3.3.4. The Personnel assigned under this Agreement shall ensure that their actions and conduct are in no way detracting from the Company's code of conduct
- 3.3.5. The Personnel will not, at anytime, make any list of the Company's customers or any copy, abstract summary, or notations of the whole, or any part, of a document relating to the business of the Company. The Personnel may have to work and live closely with personnel of various nationalities. Therefore, they shall respect the customs and behavior of this different nationality and refrain from derisive or scurrilous comment or actions
- 3.3.6. Company reserves the right to approve and/or reject any proposed Personnel from the Service Provider.
- 3.3.7. Service Provider shall perform all required support services including however not limited to typing, graphics, report preparation, reproduction, computer operations & data processing.
- 3.3.8. Service Provider shall make all arrangement of Service Provider's personnel to be available at point of mobilization and demobilization.
- 3.3.9. Company will support any data to Service Provider performing the Services; however this accessibility shall comply with Company's policy and regulation.
- 3.3.10. Company reserves the right to monitor progress status of the Service Provider, at all times, during the performance of the Services.
- 3.3.11. Company shall have no responsibility to provide Service Provider personnel with medical, hospitalization, or any insurance coverage.
- 3.3.12. In the event of sickness, injury or death to Service Provider's personnel during performing the services at Company's offshore field, Company will provide picking up services and transportation comply to Company's Medical Evacuation Procedure from incident location to the point of mobilization. Service Provider shall take over the medical evacuee victim from point of mobilization to the respective Service Provider hospital.
- 3.3.13. Company shall be responsible for the internal scheduling and access arrangement to all areas of operation related to this project, reasonable access to key personnel, and access to relevant documentation required for the service.

- 3.3.14. Service Provider shall comply with the applicable manpower regulations of the Republic of Indonesia as a minimum reference in providing the rights of Service Provider's Personnel. Service Provider, at its own sole responsibility, shall ensure that adequate permit and licenses of the Service Provider Personnel's are obtained and their validity are maintained throughout the term of the Agreement. If, in Company's sole opinion, Service Provider fails to comply with such regulations resulting industrial disturbance by Service Provider's Personnel, then Service Provider shall take immediate actions to remedy such industrial disturbance at Service Provider's expenses.
- 3.3.15. Company shall provide workspace as per availability, at both in Company's Ruby Offshore Platform nor Company Jakarta Office for the Service Provider's office.
- 3.3.16. Company shall have the right to suspend any work instructed and demobilize the Service Provider's Personnel due to the following reasons:
- Service Provider does not perform the work properly as specified in this scope of work.
 - Violation of Company's safety regulation.
 - Theft or damage to Company's property
- 3.3.17. Company shall have the right to suspend any work instructed and demobilize the Service Provider's Personnel due to the following reasons:
- Service Provider does not perform the work properly as specified in this scope of work.
 - Violation of Company's safety regulation.
 - Theft or damage to Company's property

3.4. Personnel Qualification - Senior HSE Consultant

- 3.4.1. Service Provider shall provide well trained and competent HSE consultant who meet the following requirements :
- Minimum 7 years of work experience in the ISO14001:2004 and OHSAS 18001 implementation in Oil & Gas industry
 - Minimum 5 years experience as Lead Auditor for the ISO 14001 and OHSAS 18001
 - Minimum 5 years experience as trainer for the ISO 14001 and OHSAS 18001 awareness training
 - Have conducted ISO 14001 and OHSAS 18001 audit for the oil and gas industry
 - Have valid certifications relevant for the services, including however not limited to the following:

- IRCA registered Lead Auditor/Assessor for EMS ISO 14001, OHSAS 18001 and/or Quality Management System (QMS)
 - Excellent verbal and written skills in Bahasa and English.
 - Have experience in EMS and OHS program implementation.
 - Minimum bachelor degree qualification
 - Have received management and leadership skills as well as the requisite influencing and coaching skills.
- 3.4.2. Service Provider shall ensure that the level of skill and competency of the Personnel meets the minimum requirements and expectations of the Company throughout the delivery of the services.
- 3.4.3. Company shall request the terms of employment of the medical Personnel at least 14 (fourteen) days prior to work execution. Service Provider shall submit the resume of the nominated Personnel to be approved by the Company's representative at least 7 (days) days prior to work execution. The same requirements also apply for Personnel replacement.
- 3.4.4. Role and responsibility of the Senior HSE Consultant are including, but not limited to the following:
- 3.4.4.1. Accountable for the overall Services deliverables.
 - 3.4.4.2. Accountable to develop the overall Services planning and project management plan.
 - 3.4.4.3. Accountable for the oversight of the Junior Consultant activities and deliverables.
 - 3.4.4.4. Ensure quality and achievement of the service is maintained throughout the contract period.
 - 3.4.4.5. Provide advisory on the specific HSE management system issues and provide guidance and feedback for the development of the HSE management system.

3.5. Personnel Qualification - Junior HSE Consultant

- 3.5.1. Service Provider shall provide a well trained and competent HSE consultant who meets the following requirements :
- Shall have at least 3 years experience in ISO14001:2004 and OHSAS 18001 implementation in Oil & Gas industry.
 - Shall have at least 1 year working experience with Oil & Gas Industry.
 - Shall have competencies with EMS and OHS MS implementation, HSE Procedures and HSE Programs implementation.



- Shall have at least a bachelor degree in Process or Engineering or Science.
 - Shall have knowledge on general HSE issues.
- 3.5.2. Role and responsibility of the Junior HSE consultant are including however not limited to the following:
- 3.5.2.1. Responsible to maintain the documentation and records of the HSE management system.
 - 3.5.2.2. Responsible to deliver day-to-day progress of the HSE management system development.
 - 3.5.2.3. Provide coaching and/or communication of the ISO 14001:2004 and OHSAS 18001:2007 to Company's personnel.
 - 3.5.2.4. Day-to-day report to the Company's representative.

4. DELIVERABLES

Service Provider shall submit and obtain Company's Representative approval for the following Deliverables for each of the Service conducted. Company will provide report distribution list. Service Provider may propose the format of the report but need to confirm that it is in line with the ISO 14001:2004 and OHSAS 18001:2007 format and will be subject to Company's prior approval. Service Provider shall submit documentations in Bahasa Indonesia and English.

4.1. Progress Update Report

- 4.1.1. Monthly Project Progress Update
- 4.1.2. Project implementation records, including, but not limited to the following:
 - 4.1.2.1. Attendance List
 - 4.1.2.2. Activity Report
 - 4.1.2.3. Gap Closure evidence

4.2. Aspect Impact Assessment

- 4.2.1. Approved Health, Safety and Environmental Aspect Impact Matrix
- 4.2.2. Approved Environmental Management Program ("EMP")
- 4.2.3. Progress report of EMP

4.3. Health, Safety and Environmental Management System

- 4.3.1. Project Management Plan
- 4.3.2. Reports of HSE Documents Review and Record
- 4.3.3. Auditor Tools Documents
- 4.3.4. Gap Analysis Reports
- 4.3.5. HSE Objectives and program
- 4.3.6. HSE Compliance Evaluation Report

- 4.3.7. Risk Assessment Document
- 4.3.8. HSE Manual
- 4.3.9. Master list of HSE MS Documentation
- 4.3.10. Gap Analysis Closure Plans
- 4.3.11. Others report/records as required as part of the HSE management system for the
ISO 14001-2004 & OHSAS 18001 : 2007 process
- 4.3.12. HSE Procedures
- 4.3.13. Internal Audit Report

5. ESTIMATED PROJECT TIMELINE

Month		1	2	3	4	5	6	7	8	9	10	11	12
No	Project Phase												
1. Diagnostic assessment													
	Initial review of Company's current HSE Management System												
	Develop Report of the gap analysis results												
	Risk Assessment Development												
	Evaluation of HSE Compliance												
	HSE Objectives and Program Development												
	HSE MS Documentation Development												
2. Implementation stage													
	HSE MS Implementation												
	Site Coaching and Inspection												
3. Internal HSSE Audit													
	Internal Audit												
	Corrective and preventive action development												
	Management Review												
4. Improvement Phase													
	Corrective action implementation												
	Final Preparations												

SCHEDULE 2 COMPENSATION

1.0 General Terms

- 1.1. Provided always that Service Provider performs and observes its obligations under the Agreement, Company shall pay, in the manner set forth in this Agreement, the price as specified herein.
- 1.2. No additional compensation of any kind shall be due to the Service Provider for the performance of the Services.

2.0 Rates

The compensation for this Agreement will cover the total services rate as below:

Pricing Table					
No.	Description / Specification	Unit	Estimated Usage	Unit Price (USD)	Total Price (USD)
1	Senior HSE Consultant	Day	150	550.00	82,500.00
2	Junior HSE Consultant	Month	8	1,303.75	10,430.00
3	Travel, accommodation and other expenses	At Cost			7,500.00
TOTAL CONTRACT VALUE (USD)					100,430.00

3.0 Total Contract Value

- 3.1 The Not to Exceed Total Contract Value of this Agreement is arrived at by a calculation using the estimated volume that may be performed by Service Provider and is a limiting value, which must not be exceeded without both the approval of SKKMIGAS (if applicable) and a written amendment to the Agreement.
- 3.2 The Not to Exceed Total Contract Value for the ISO OHSAS consultant services under this Agreement is the amount of **USD 100,430.00 (One Hundred Thousand Four Hundred Thirty United States Dollar)**.
- 3.3 The Not to Exceed Total Contract Value stated above is not and shall not be construed as a guarantee of the amount of charges that will be incurred by Company under this Agreement.