

FUGRO GLOBAL ENVIRONMENTAL & OCEAN SCIENCES GROUP

Quality Manual Level 2 Issue 9

Fugro GEOS Reference No: B95001/QM/L2QM/QM009

Fugro Global Environmental & Ocean Sciences Group Fugro House, Hithercroft Road Wallingford, Oxfordshire, OX10 9RB, UK Tel: + 44 (0) 870 402 1500, Fax: + 44 (0) 870 402 1599, e-mail: <u>uk@geos</u>.com

FUGRO GEOS QUALITY MANUAL LEVEL 2



	Quality Manual Level 2: B95001/QM/L2QM/QM009						
Issue Date Originator Checked & Issue Purpose							
9	1 st November 2007	Various	Jeff Coutts Managing Director	Various changes throughout the manual. See below for details			

lssue 9– 1st November 2007	Originator	Checked & Approved
Signed:	MHD	

Section	Remove pages	Insert pages	Summary of Change	Manual updated by
Section 12.2.1	Section	Section	Reference to updating hard copies, changed to electronic copies.	
Section 12.3.1	Section	Section	Sandnes audits only will have an internal quality audit element that refers to compliance with ATEX Directive EN13980: 2002	
Section 12.5	Section	Section	With the exception of certified equipment, which will have an archiving period of 10 years after the final production date.	
Section 11.4.1	Section	Section	Minor change to wording describing paternity leave provision	
Section 2.3	Section	Section	Change values	
Section 7	49	49	Minor change to wording regarding weekend site work	
Section 7.3.2	Section	Section	Change of business mileage claim levels from 4,000 to 10,000 miles/annum.	
Section 7	Section	Section	Insertion of Section 7.2.3: Onshore site allowances for onshore contracts in the UK.	

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1. STRUCTURE

1.1 Quality System

The Fugro GEOS Quality System applies to the organisation as stated in Quality Manual Level 1. It is structured as follows with all Quality System documents being available electronically to all staff on the Company's computer network. Most documents are accessible via the Fugro GEOS Intranet. Under this system, facilities exist to print hard copies of documents as required. The Administration Manager may be contacted where access is not available.

1st Level

• An overview of the Company's functions, detailing what the Company does. Contains the Company's Quality Policy Statement and describes the processes and interaction of those processes within the Company. Also contains the mandatory procedures, as required by the Standard (QML1).

2nd Level

- The day to day procedures, detailing how the Company does it. They provide for a standard and consistent application of the methods. This Level of documentation includes, for example:
 - Individual Procedures Manuals, such as this Quality Manual Level 2 (QML2) or the SeaCast Division Procedures Manual, etc.
 - Health, Safety & Environment Management System Manual, incorporating the Company's HSE Policy Statement (HSEMSM)
 - CCTV User Manuals

3rd Level

 The supporting documents, including, Reports, Forms and Logsheets, which records what actions have been carried out. They form the basis for the transfer of experience and the process for improvement. The list of forms available is obtained via the Intranet.

1.2 Circulation of Controlled and Uncontrolled Documents

Controlled electronic copies of Quality System documents are issued to meet specific requirements as agreed with the QA Manager. As a minimum, the following are issued:

Fugro GEOS Quality Manuals (QML1 and QML2)

 At least one electronic copy in each office, under the control of the QA Representative and other nominated persons

Health, Safety & Environment Management System Manual (HSEMSM)

• At least one electronic copy in each office, under the control of the HSE Representative and other nominated persons

Other Level 2 Documents

• At least one electronic copy in the represented area, under the control of the nominated person

No part of this Quality Manual or associated documents may be reproduced in any form for distribution outside of Fugro GEOS without the express permission of a Director of the Company. External requests for copies must be co-ordinated by the QA Representative. Copies of controlled documents circulated outside of the Company must contain the watermark, "Uncontrolled Copy" and be closed to change.

Text accompanying the document shall include the following phrase:

"This document is confidential. The copyright therein is vested in Fugro Global Environmental & Ocean Sciences Ltd Fugro House, Hithercroft Road, Wallingford, Oxfordshire, OX10 9RB, UK. All rights reserved. Neither the whole nor any part may be disclosed to any third party nor reproduced, stored in any retrieval system, or transmitted in any form nor by any means (electronic, mechanical, reprographic, recording or otherwise) without the prior written consent of the copyright owner".

1.3 Company Services & Structure

1.3.1 Fugro Business Principles

The name Fugro is derived from the Dutch words "Funderingen en Grondmechanica" which means "Foundations and Soil Mechanics". The Company logo represents an electric cone penetrometer (which tests the soil) being pushed into stratified soil. It was the development of the electric cone penetrometer test, which built up the fortunes of the Company. The Company has grown to become a broad-based provider of site characterisation and survey services on a world-wide basis.

To serve its international client base the Company is highly decentralised and operates via a number of subsidiaries, each of which reports directly to the Managing Board of Fugro NV. It is one of the prime duties of the Managing Board of Fugro NV to ensure that shareholders' interests are upheld. One aspect of this duty is the establishment of a set of business principles, which apply to all subsidiaries. It is the responsibility of the Managing Board of Fugro NV to ensure that each subsidiary has procedures in place, which reflect these business principles and monitors them for compliance. Management and employees of subsidiaries will be supported by the Managing Board of Fugro NV in applying these principles (or informing the Managing Board that these principles are not being applied) even if this leads to a loss of business to the Fugro group. The overriding principles are that each subsidiary shall follow standard good business practice and meet the legal obligations of the countries in which it works.

The Company has clear policies relating to employees, clients and the world at large. It is the policy of Fugro to maintain a quality management system that ensures that all the activities of the Company are carried out in a manner that at least meets the requirements of the Client.

1.3.2 Company Resources & Services

Fugro GEOS has developed a wide range of services aimed at providing clients with all their metocean measurement and consultancy needs from a single supplier. In addition, the Company has a policy of continued technical and business development that is closely linked to client needs. This ensures that the Company is capable of providing all services to the highest standards of accuracy, integrity and

quality. The services covered by its divisions can be provided separately or on a fully integrated basis with other Fugro GEOS services or other companies within the Fugro Group. These services are differentiated as follows:

Seacast. The Seacast Division offers a responsive and integrated weather forecasting service.

Seadata. The Seadata Division provides a full range of metocean consultancy services with the aim of adding value to meteorological and oceanographic data through the application of analytical techniques to derive specific engineering criteria and expert interpretation. In addition, the Seadata Division develops Windows[™] based software specifically for meteorological and oceanographic data applications. Experienced programmers work closely with scientists and key clients to produce software tools that meet the needs of the offshore industry

Seasense. The Seasense Division conducts metocean measurement programmes to support the design, implementation and operation of marine engineering and development projects, including fixed and floating oil and gas production systems; submarine pipelines and cables; and industrial and municipal coastal facilities.

Seasystems. The Seasystems Division designs, installs and maintains real-time environmental monitoring systems (EMS) to monitor prevailing conditions in hazardous and non-hazardous areas.

Structural Monitoring. The Structural Monitoring Division is a specialised engineering consultancy, which undertakes the measurement and analysis of structures in-service

Seawatch / Riverwatch. These are guided by the Fugro Oceanor, Trondheim QMS and described therein.

1.3.3 Management Structure

The Fugro GEOS management structure is detailed in QML1. The complete organisation chart can be viewed via the Intranet.

Top Management:		
Managing Director	:	J S Coutts
Seacast Divisional Director	:	G M O Wimshurst
Seadata Divisional Director	:	M J Calverley
Seasense Divisional Director	:	G T Mardell
Seasystems Divisional Director	: .	A T Gaffney
Structural Monitoring Division Head	: .	A Dougan
Commerical Director, UK	:	G M O Wimshurst
Regional Director, S E Asia	:	G M Bush
Regional Director, USA	:	J R van Smirren
Financial Controller	:	Jane Evans
ICT Manager	:	G S M Dew

QA and HSE Appoint	ments:			
QA & HSE Manager W	orld-wide	:	M Denton	
QA Manager Fugro Oc	eanor Trondheim	:	S Schjølberg	
QA Representatives:				
	Wallingford	:	M Denton	
	Houston	:	S Crownover	
	Singapore	:	C Spencer	
	Abu Dhabi	:	P Framingham	-
	Kuala Lumpur	:	Yeong Nam Heh	
	Glasgow	:	S Gordon	
	Sandnes	:	G-A Stokkeland	-OX

•

Atex Responsible Person:

Sandnes

A Massen

HSE Representatives:

These are as detailed in the HSEMSM

1.4 Conversion Standards

The following table(s) describe the Fugro GEOS/Fugro Oceanor standards for unit conversions. The data are as specified in the CEDAR database that underpins the SQUID application - Fugro GEOS/Oceanor contract reference B79001.

These conversions should be used for all data manipulation. Notifications of errors or omissions, or requests for additions should be sent to the Fugro GEOS Help Desk.

1.4.1 Sources of information

UK National Physical Laboratory http://www.npl.co.uk/

US National Institute of Standards and Technology http://www.nist.gov/

1.4.2	Unit Conversions Sorted Alphabetically by Unit Class
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Unit Name	Unit Description	Unit Class	Unit Default	Unit Conversion Factor	Unit Offset Value	CEDAR Id
m/s²	metre per square second	acceleration	1	1	0	84
ms-²	metre per square second	acceleration	1	1	0	60
0	degree	angle	1	1	0	22
mil	military mil	angle	0	0.05625	0	24

Unit Name	Unit Description	Unit Class	Unit Default	Unit Conversion Factor	Unit Offset Value	CEDAR Id
1	minute	angle	0	0.0166667	0	25
rad	radian	angle	0	57.29578	0	23
"	second	angle	0	2.78E-04	0	26
CM ²	square centimetre	area	0	1.00E-04	0	20
m²	square metre	area	1	1	0	19
mm²	square millimetre	area	0	1.00E-06	0	21
g/cm³	gram per cubic centimetre	concentration	0	1000000	0	57
g/m³	gram per cubic metre	concentration	0	1	0	56
g/l	gram per litre	concentration	0	1000	0	49
kg/m³	kilogram per cubic metre	concentration	0	1000	0	83
kgm-³	kilogram per cubic metre	concentration	0	1000	0	55
mg/l	milligram per litre	concentration	1		0	48
mmho/cm	millimho per centimetre	conductivity	0	1	0	47
mS/cm	millisiemens per centimetre	conductivity	1		0	46
S/m	siemens per metre	conductivity	0	10	0	77
counts	counts	counts	1	1	0	78
kg/m³	kilogram per cubic metre	density	1	1	0	82
kgm-³	kilogram per cubic metre	density	1	1	0	76
ppm	part per million	dimensionless	0	1.00E-06	0	5
ppt	part per thousand	dimensionless	0	0.001	0	4
%	percent	dimensionless	0	0.01	0	3
ratio	ratio	dimensionless	1	1	0	2
cm	centimetre	distance	0	0.01	0	13
ft	foot	distance	0	0.3048	0	8
"	inch	distance	0	0.0254	0	11
km	kilometre	distance	0	1000	0	7
m	metre	distance	1	1	0	6
mm	millimetre	distance	0	0.001	0	12
nmi 🔸	nautical mile	distance	0	1852	0	10
mi	statute mile	distance	0	1609.3	0	9
J	joule	energy	1	1	0	63
N	newton	force	1	1	0	62
rad/s	angular velocity	frequency	0	0.159155	0	32
Hz	hertz	frequency	1	1	0	31
g	gram	mass	0	0.001	0	69
kg	kilogram	mass	1	1	0	68
mg	milligram	mass	0	1.00E-06	0	70
lb	pound	mass	0	0.4535924	0	71
W	watt	power	1	1	0	64
bar	bar	pressure	0	100	0	33

Unit Name	Unit Description	Unit Class	Unit Default	Unit Conversion Factor	Unit Offset Value	CEDAR Id
dbar	decibar	pressure	0	10	0	39
in Hg	inch of mercury	pressure	0	3.3864	0	38
kg/cm²	kilogram per square centimetre	pressure	0	98.0665	0	51
kPa	kilopascal	pressure	1	1	0	36
MPa	megapascal	pressure	0	1000	0	73
mbar	millibar	pressure	0	0.1	0	35
mmHg	millimetre of mercury	pressure	0	0.13332	0	37
Ра	pascal	pressure	0	0.001	0	72
psi	pound per square inch	pressure	0	6.895	0	34
kW/m²	kilowatt per square metre	radiation	0	1000	0	80
kWm-²	kilowatt per square metre	radiation	0	1000	0	54
mW/cm²	milliwatt per square centimetre	radiation	0	10	0	44
W/m²	watt per square metre	radiation	1	1	0	81
Wm-²	watt per square metre	radiation	1		0	45
/m	per metre	reciprocal distance	1	1	0	86
m-1	per metre	reciprocal distance	1	1	0	52
dB	decibel	sound intensity	1	1	0	74
m²/Hz	square metre per hertz	spectral density	1	1	0	87
m²Hz-1	square metre per hertz	spectral density	1	1	0	65
°C	degree Celsius	temperature	1	1	0	41
°F	degree Fahrenheit	temperature	0	0.555556	-17.77778	43
к	kelvin	temperature	0	1	-273.15	42
day	day	time	0	86400	0	30
hr	hour	time	0	3600	0	29
min	minute	time	0	60	0	28
s	second	time	1	1	0	27
FNU	formazine nephelometric unit	turbidity	1	1	0	50
NTU	nephelometric turbidity unit	turbidity	0	1	0	79
** unitless ** 🛛 🔶	** unitless **	unitless	1	1	0	1
cm/s	centimetre per second	velocity	0	0.01	0	75
ft/sec	foot per second	velocity	0	0.3048	0	18
kph	kilometre per hour	velocity	0	0.2777777	0	16
kn	knot	velocity	0	0.51444	0	15
m/s	metre per second	velocity	1	1	0	85
ms-1	metre per second	velocity	1	1	0	14
mph	mile per hour	velocity	0	0.44704	0	17
mm/hr	millimetre per hour	velocity	0	2.80E-07	0	53
V	volt	voltage	1	1	0	58
cm³	cubic centimetre	volume	0	1.00E-06	0	61
m³	cubic metre	volume	1	1	0	59

Unit Name	Unit Description	Unit Class	Unit Default	Unit Conversion Factor	Unit Offset Value	CEDAR Id
mm³	cubic millimetre	volume	0	0	0	66
I	litre	volume	0	0.001	0	67

1.4.3 Unit Conversions Sorted Alphabetically by Unit Name

Unit Name	Unit Description	Unit Class	Unit Default	Unit Conversion Factor	Unit Offset Value	CEDAR Id
	minute	angle	0	0.0166667	0	25
=	second	angle	0	2.78E-04	0	26
"	inch	distance	0	0.0254	0	11
%	percent	dimensionless	0	0.01	0	3
** unitless **	** unitless **	unitless	1	1	0	1
/m	per metre	reciprocal distance	1		0	86
0	degree	angle	1	1	0	22
°C	degree Celsius	temperature	1		0	41
°F	degree Fahrenheit	temperature	0	0.555556	-17.77778	43
bar	bar	pressure	0	100	0	33
cm	centimetre	distance	0	0.01	0	13
cm/s	centimetre per second	velocity	0	0.01	0	75
cm²	square centimetre	area	0	1.00E-04	0	20
cm³	cubic centimetre	volume	0	1.00E-06	0	61
counts	counts	counts	1	1	0	78
day	day	time	0	86400	0	30
dB	decibel	sound intensity	1	1	0	74
dbar	decibar	pressure	0	10	0	39
FNU	formazine nephelometric unit	turbidity	1	1	0	50
ft	foot	distance	0	0.3048	0	8
ft/sec	foot per second	velocity	0	0.3048	0	18
g	gram	mass	0	0.001	0	69
g/cm³ 🛛 🔶	gram per cubic centimetre	concentration	0	1000000	0	57
g/l	gram per litre	concentration	0	1000	0	49
g/m³	gram per cubic metre	concentration	0	1	0	56
hr	hour	time	0	3600	0	29
Hz	hertz	frequency	1	1	0	31
in Hg	inch of mercury	pressure	0	3.3864	0	38
J	joule	energy	1	1	0	63
к	kelvin	temperature	0	1	-273.15	42
kg	kilogram	mass	1	1	0	68
kg/cm²	kilogram per square centimetre	pressure	0	98.0665	0	51
kg/m³	kilogram per cubic metre	concentration	0	1000	0	83
kg/m³	kilogram per cubic metre	density	1	1	0	82

Unit Name	Unit Description	Unit Class	Unit Default	Unit Conversion Factor	Unit Offset Value	CEDAR Id
kgm-³	kilogram per cubic metre	concentration	0	1000	0	55
kgm-³	kilogram per cubic metre	density	1	1	0	76
km	kilometre	distance	0	1000	0	7
kn	knot	velocity	0	0.51444	0	15
kPa	kilopascal	pressure	1	1	0	36
kph	kilometre per hour	velocity	0	0.2777777	0	16
kW/m²	kilowatt per square metre	radiation	0	1000	0	80
kWm-²	kilowatt per square metre	radiation	0	1000	0	54
	litre	volume	0	0.001	0	67
lb	pound	mass	0	0.4535924	0	71
m	metre	distance	1	1	0	6
m/s	metre per second	velocity	1		0	85
m/s²	metre per square second	acceleration	1	1	0	84
m-1	per metre	reciprocal distance	1	1	0	52
m²	square metre	area	1	1	0	19
m²/Hz	square metre per hertz	spectral density	1	1	0	87
m²Hz-1	square metre per hertz	spectral density	1	1	0	65
m³	cubic metre	volume	1	1	0	59
mbar	millibar	pressure	0	0.1	0	35
mg	milligram	mass	0	1.00E-06	0	70
mg/l	milligram per litre	concentration	1	1	0	48
mi	statute mile	distance	0	1609.3	0	9
mil	military mil	angle	0	0.05625	0	24
min	minute	time	0	60	0	28
mm	millimetre	distance	0	0.001	0	12
mm/hr	millimetre per hour	velocity	0	2.80E-07	0	53
mm²	square millimetre	area	0	1.00E-06	0	21
mm³	cubic millimetre	volume	0	0	0	66
mmHg 🚽	millimetre of mercury	pressure	0	0.13332	0	37
mmho/cm	millimho per centimetre	conductivity	0	1	0	47
MPa	megapascal	pressure	0	1000	0	73
mph	mile per hour	velocity	0	0.44704	0	17
mS/cm	millisiemens per centimetre	conductivity	1	1	0	46
ms-1	metre per second	velocity	1	1	0	14
ms-²	metre per square second	acceleration	1	1	0	60
mW/cm ²	milliwatt per square centimetre	radiation	0	10	0	44
N	newton	force	1	1	0	62
nmi	nautical mile	distance	0	1852	0	10
NTU	nephelometric turbidity unit	turbidity	0	1	0	79
Ра	pascal	pressure	0	0.001	0	72

Unit Name	Unit Description	Unit Class	Unit Default	Unit Conversion Factor	Unit Offset Value	CEDAR Id	
ppm	part per million	dimensionless	0	1.00E-06	0	5	
ppt	part per thousand	dimensionless	0	0.001	0	4	
psi	pound per square inch	pressure	0	6.895	0	34	
rad	radian	angle	0	57.29578	0	23	
rad/s	angular velocity	frequency	0	0.159155	0	32	
ratio	ratio	dimensionless	1	1	0	2	
s	second	time	1	1	0	27	
S/m	siemens per metre	conductivity	0	10	0	77	
V	volt	voltage	1	1	0	58	
W	watt	power	1	1	0	64	
W/m²	watt per square metre	radiation	1	1	0	81	
Wm-²	watt per square metre	radiation	1		0	45	

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2. SIGNING AUTHORITIES

2.1 Cheques Signatories

Cheque signing limits (and the issue of other financial instructions to Fugro GEOS' bankers) are determined by resolution of the Fugro GEOS Board of Directors who shall advise the Accounts Department of the signing authorities for personnel within each Fugro GEOS office.

2.2 Tenders & Contracts Authorities

The following table provides Fugro GEOS' financial limits for tendering and contract signature. Any written communication of a contractual nature relating to a quote, tender or contract, whether by letter, fax or email, MUST be checked and authorised by a Director or Manager listed in the following table.

Management Level		Decision to		Tender	Contract	
		Tender	Approval	Signature	Signature	
Managing Director:	Jeff Coutts	US\$2,000,000	US\$2,000,000	US\$2,000,000	US\$2,000,000	
Divisional Authorities:						
Concerne	G Mardell	£500,000	£500,000	£500,000	£500,000	
Seasense:	A Stagg	£100,000	£100,000	£100,000	£100,000	
	A Gaffney	£500,000	£500,000	£500,000	£500,000	
Coopyretemory	J Silgjerd					
Seasystems:	A Massen	No authority	No authority	US\$100,000	US\$100,000	
	M Quinnell		V			
Seadata:	M Calverley	£500,000	£500,000	£500,000	£500,000	
	M Wimshurst	£500,000	£500,000	£500,000	£500,000	
	T Pitt					
Seacast:	P Framingham	£100,000	£100,000	£100,000	£100,000	
Seacasi.	R Cowle					
	M Laukens			0.40.000		
	H Wang			£10,000		
	A Dougan	£500,000	£500,000	£500,000	£500,000	
Charles I Marita dar	P Stevenson	£100,000	£100,000	£100,000	£100,000	
Structural Monitoring	K Kirkwood	050.000				
	G Hamilton	£50,000	£50,000	£50,000	£50,000	
Commercial / Regional	Authorities:					
UK	M Wimshurst	£500,000	£500,000	£500,000	£500,000	
	J van Smirren	£1,000,000	£1,000,000	£1,000,000	£1,000,000	
USA	A Brown	£100,000	£100,000	£100,000	£100,000	
SE Asia	G Bush	£1,000,000	£1,000,000	£1,000,000	£1,000,000	

Directors may delegate in writing any powers in the above table to an appropriate in order to provide suitable cover during periods of absence.

On-Contract and Overhead Expenditure 2.3

All contract and overhead expenditure by Fugro GEOS shall be subject to the authorisation requirements detailed below and to the provisos following:

Management Level		Purchase Orders and Supplier Invoices		Credit Notes to Clients	Invoices to Clients	Expenses ¹	Cash Advances	
		Contract ²	Overhead ³					
J Coutts		US\$2 million	US\$500,000	Yes	Yes	US\$15,000	US\$5,000	
	A Gaffney	£50,000	£15,000	Yes	Yes	£5,000	£1,000	
Seasystems, Fugro Oceanor, Sandnes:	G Hanssen A Massen M Quinnell	£10,000	£1,000	No	Yes	£1,000	£500	
	G Wimshurst	£50,000	£15,000	Yes	Yes	£5,000	£1,000	
Seacast, UK, UAE and SE Asia	T Pitt P Framingham R Cowle ⁴	£10,000	£1,000	Yes	Yes	£1,000	£500	
	A Dougan	£50,000	£15,000	Yes	Yes	£5,000	£1,000	
Structural Monitoring UK and USA	Paul Stevenson Ken Kirkwood G Hamilton	£10,000	£1,000	No	Yes	£1,000	£500	
Fugro GEOS Limit	ed, UK	$\langle \langle \langle \rangle$						
Accounts:	J Evans	£7,500	£15,000	No	No	£5,000	£1,000	
Administration:	A Morrow	No	£1,000	No	No	No	No	
IT:	G Dew	No	£5,000	No	No	No	No	
Commercial:	M Wimshurst	£15,000	£15,000	Yes	Yes	£5,000	£1,000	
Personnel:	T Lyons	No	£1,000	No	No	No	No	
Seadata	M Calverley	£15,000	£15,000	Yes	Yes	£5,000	£1,000	
Seasense	G Mardell	£100,000	£100,000	Yes	Yes	£5,000	£1,000	
	A Stagg	£10,000	£1,000	No	Yes	£800	£800	
Workshops: W Humphries		£6,000	£6,000	No	No	£200	No	
Fugro GEOS Pte L	td, Singapore							

¹ An individual's expenses are to be approved by the line manager or an alternative person of that level of authority (or above) in An individual's expension are to be approved by the provided by t

Management Level		Purchase Orders and Supplier Invoices		Invoices	Expenses ¹	Cash
		Overhead ³	to Clients	to Clients		Advances
K Han	£1,000	£1,000	No	No	No	£1,000
G Bush	£15,000	£15,000	Yes	Yes	£5,000	£1,000
Fugro GEOS Inc, Houston						
S Barr	£1,000	£1,000	No	No	No	£1,000
A Brown	£5,000	£5,000	No	Yes	£1,000	£1,000
J van Smirren	£100,000	£25,000	Yes	Yes	£5,000	£1,000
E Tankard	£7,500	£7,500	No	No	£1,000	£500
	K Han G Bush c, Houston S Barr A Brown J van Smirren	Vel Supplier Invoi K Han Contract ² K Han £1,000 G Bush £15,000 Bush £15,000 S Barr £1,000 A Brown £5,000 J van Smirren £100,000	Supplier Invoices Contract ² Overhead ³ K Han £1,000 £1,000 G Bush £15,000 £15,000 Bush £15,000 £15,000 K Houston Contract Contract S Barr £1,000 £1,000 J van Smirren £100,000 £25,000	Supplier Invoices Credit Notes to Clients K Han £1,000 £1,000 No G Bush £15,000 £15,000 Yes G Bush £15,000 £15,000 Yes K Han £15,000 £15,000 Yes S Barr £1,000 £1,000 No J van Smirren £1,000 £1,000 No	Supplier Invoices Credit Notes to Clients Invoices to Clients K Han £1,000 £1,000 No No G Bush £15,000 £15,000 Yes Yes t, Houston 1 1 1 1 1 S Barr £1,000 £1,000 No No No A Brown £5,000 £5,000 No Yes Yes J van Smirren £100,000 £25,000 Yes Yes Yes	Supplier Invoices Credit Notes to Clients Invoices to Clients Expenses1 K Han £1,000 £1,000 No No No G Bush £15,000 £15,000 Yes Yes £5,000 K Han £15,000 £15,000 Yes Yes £5,000 G Bush £15,000 £15,000 Yes Yes £5,000 S Barr £1,000 £1,000 No No No A Brown £5,000 £5,000 Yes Yes £1,000 J van Smirren £100,000 £25,000 Yes Yes £5,000

2.3.1 Provisos

- All Contract-related external expenditure is to be approved by the relevant Project Manager, or in his or her absence by the designated Deputy PM prior to authorisation in accordance with the above.
- All Overhead-related external expenditure is to be approved by the immediate Line Manager of the person making the request, or in his or her absence by that person's Line Manager prior to authorisation in accordance with the above.
- Any Overhead external time commitment outside of direct sales activity requires the prior approval of a Director.

2.4 Fixed Assets / Capital Expenditure

In addition to the above requirements, all purchases of fixed assets or capital expenditure shall be sanctioned by a Director and requires prior authorisation by Fugro NV via the Managing Director. Capital Expenditure requests shall be made using the appropriate company form.

3. OFFICE SYSTEMS & ADMINISTRATION

3.1 Office Access

3.1.1 Working in the Office

It is imperative that we know who is in the building at any time for reasons of:

- Health and Safety
- Working Time Directive
- Security
- Professional Image

Suitable arrangements will be made at each Office to accommodate this. At Wallingford, for example, an electronic key lock mechanism and record is in place for staff and a Visitors Register for external persons.

3.1.2 Planned Absence from the Office

Every member of staff who will be absent for a planned period from the normal place of work shall:

- Advise the relevant Support Secretary of their date of return and where, if possible, they can be contacted and who can respond to queries in their absence. Arrangements can then be made for their incoming mail/fax messages to be received and dealt with if urgent action is required.
- Except in the case of working from another Fugro GEOS office, where Email can be accessed, insert a suitably worded automatic reply to state:
 - that you are out of the office (giving a return date)
 - that if the matter is urgent to contact a colleague (giving the colleague's email contact details)
 - that your email will not be forwarded.

As a general policy, incoming email should not be auto-forwarded to another person. Remember to check with the named colleague that that person will be available.

- Record any absences from the office, whether for business or pleasure, in your diary and / or shared Outlook calendar kept by the Support Secretaries. If staff are on business, enter the company and place being visited and, where possible, a contact name and number.
- Send all leave requests via email to your Line Manager. These shall be confirmed by your Line Manager before being entered on to the Leave Calendar.
- For further details, refer to Section 11, Training, Development and Employment

3.1.3 Unplanned Absence from the Office

In cases of absence through sickness or injury staff members shall refer to Section 11, Training, Development and Employment.

3.1.4 Working from Home

Staff may be permitted to work from home on an occasional basis, although it is anticipated that, for the majority of staff roles, this will not be feasible on a regular or frequent basis. Approval for an individual to work from home must be given in advance by their line manager, and is subject to management discretion.

3.2 Internal Information

3.2.1 Intranet

The Company maintains an Intranet system, whose address is <u>http://fgswweb1</u>, where Offices who are connected can:

- Access useful facts and figures (e.g. Information, Quality Manual, Procedures and Records)
- Input requests (for example IT Help Desk and Purchase Orders)
- Scrutinise their own Contracts
- View the Travel Database
- Notify what actions have been taken as a result of the generation of a Marketing Contact Report.

3.2.2 Corporate Database

ORCA (Operational Resources for Company Administration) is a client application, which accesses the Corporate Database, GEOS. There is an ORCA help file available via the Intranet, or talk to your Support Secretary in the first instance. The information currently accessible to ORCA and thereafter to front-end users consists of:

- Personnel information
- Company and contact information (Clients, Contacts and Suppliers)
- Marketing information
- Prospect, quote and contract management (See Allocation of File Numbers in this Section)
- Scientific report library (A finite inventory of reports linked to Contracts)

Other applications, such as POMP (Purchase Order Management Pages), which is available via the Intranet, have a direct link to the information held in the Corporate Database. It is vital that any information entered is accurate and amended as and when changes are made to the source information.

3.2.3 Asset Database

Fugro Asset Information Management System (FAIM) is a shared MS Access database for controlling company assets. Access is limited.

3.2.4 Library

Fugro GEOS maintains a library of books, periodicals and admiralty charts pertinent to its business and these are held at a given Office location or by a named individual on permanent loan. The Library and its database are controlled by Administration. There is a Central OpCo Library in Fugro House, Wallingford.

3.2.5 Internal Emails

Emails to be sent to Fugro GEOS staff groups in a Fugro GEOS office other than the base office of the sender shall be sent to the Regional Director of that office for onward distribution.

3.2.6 General

If you cannot locate the information you require, talk to your Support Secretary in the first instance.

3.3 External Communications

Fugro GEOS must reinforce its approach to the conveyance of professional excellence. Any Client interaction, whether by telephone, letter, fax, email or in person, presents the opportunity to promote our image. Conversely it also presents a danger of that image being eroded. To improve performance in these areas, and to ensure consistency of response and contractual security, the procedures given below shall be strictly followed.

3.3.1 Incoming/Outgoing Mail

Nominated individuals in each office shall control central incoming and outgoing mail and the distribution of faxes. These individuals shall:

- Separate mail marked "confidential", "addressee only" or "private", date stamp the sealed envelope and deliver promptly to the addressee.
- Open and date stamp all other mail and distribute to the addressee/relevant department.
- Arrange for the collection of all outgoing mail for stamping/franking and despatch by mail or other special service. Each Regional Office shall have its own procedures for this.
- The likelihood of a terrorist threat to Fugro GEOS is not considered to be significant and therefore the exercising of common sense with relation to incoming mail is recommended.

Members of staff encountering problems or difficulties with the delivery or collection of mail shall inform the Regional Director.

3.3.2 Outgoing Mail

Written communications of a contractual nature MUST be checked by and authorised by a Director or Manager as listed in Section 2, Signing Authorities.

Non-contractual letters shall normally be sent in the name of the appropriate Divisional Manager, but may be sent in the name of the originator, provided they are checked before sending.

The LETTER template shall be used which contains automatic prompts for reference, contractual letter (yes/no), company, address, addressee and greeting. All letters must be referenced with the contract code, office/index number and originator's initials, (e.g. C10278/w001/kmc). The LETTER template uses an automatic index, which enables historical referencing within subsequent communications, and allows matters discussed in letters to be attributed to an individual should any clarification be necessary.

All BUSINESS LETTERS shall follow a formal approach even if the recipient is well known to the originator. If the recipient is unknown to the originator, use 'Dear Sirs' and 'Yours faithfully', otherwise use 'Dear Mr (s) x' and 'Yours sincerely'.

All CONTRACTUAL LETTERS must be strictly formal, headed 'Dear Sirs', with a subject reference underlined and in bold prior to the first paragraph and concluding 'Yours faithfully'. Following the closure, all letters should contain the following emboldened wording:

For and on behalf of Fugro GEOS

[Your name] [Your title]

A copy of all letters shall be retained in the appropriate file.

The following grammatical points should always be remembered for any correspondence:

- Two spaces after a full stop.
- One space after a comma, colon or semi-colon.
- One space before sets of brackets and no space just inside the bracket.
- No space after a number and before the quantity of size e.g. 4m.
- No space after a currency sign and before the number e.g. £25.00.

Be conscious of the high cost of external delivery services and use the most economical method that suits your requirements.

3.3.3 Envelopes

All letters and invoices to be sent in a beige envelope.

Reports and other information should be despatched in a white envelope.

Unless a formal sticker is used, the envelopes must have the Fugro logo printed in colour in the top lefthand corner of the envelope, together with the name and address of the originating company. A template is available in word for standard letter envelopes and labels.

3.3.4 Fax

The FAX template shall be used which contains automatic prompts for recipient, sender, contact references and subject details together with automatic filename identification in the footer. The FAX template uses an automatic index, which enables historical referencing within subsequent communications, and allows matters discussed in faxes to be attributed to an individual should any clarification be necessary

All fax messages dealing with contractual matters must be checked and authorised, as before. Contractual fax messages shall always be typed. Non-contractual messages should be typed wherever possible. To promote a professional and business image, etiquette should be considered in all fax communications and generally the same rules apply as for letters.

3.3.5 Email

Further details relating to email communications are given in Section 9, IT Policy and Use.

Email is increasingly being used for communications with clients and suppliers. As a minimum, the following procedures must be followed for prospects, quotes, tenders and contracts (PQC):

- Any email communication of a contractual nature must be checked and authorised by a Director/ Manager listed in Section 2, Signing Authorities.
- All emails relating to a specific PQC shall be saved to the appropriate directory on the email system.
- Any individual initiating correspondence concerning a PQC should copy it to the PQC file email address. This is not the sole responsibility of the Project Manager. This can be automatically achieved by citing the PQC number in the 'cc' field of the email.
- When an individual receives an email on a PQC from outside of Fugro GEOS, e.g. the client or supplier, that individual should move it to the PQC email file.
- If several staff receive the same email from outside of Fugro GEOS, it should be moved to the PQC email address by the first-named member of Fugro GEOS staff.
- In addition all email correspondence **must** be printed and filed in the PQC folder.

This system ensures that all information relevant to prospects, quotes or contracts is logged, saved and accessible to all staff, as required.

3.3.6 Other Documents

In order to enable historical referencing within subsequent communications, and to allow matters discussed in documents to be attributed to an individual should any clarification be necessary, it is recommended that all documents, wherever possible, be indexed in much the same way as for letters and faxes. Spreadsheets, for example, must be indexed using the GEOS INDEXING function, which exists in the Excel file menu.

3.3.7 Telephone Communications

Staff shall accurately record details of all significant telephone conversations on the relevant file using Record of Telephone Call / Meeting / Discussion Form (ADMIN013). If conversations relate to contracts, a copy of this form must be filed in the contract file. Other logged telephone conversations should be referenced and filed as appropriate.

Extreme care shall be taken when discussing contractual matters on the phone. If an individual is unsure of any point, or if any disagreement appears to be creating a potential problem, diplomatically conclude the conversation, discuss the area of uncertainty with the appropriate manager and re-contact the Client. All contractual agreements concluded over the telephone **MUST** be followed up in writing.

In no cases shall Project Managers, or other staff, agree to contractual variations which could result in cost reductions with a Client without reference to and approval by a Director. Some clients have excellent negotiation skills and it is important that we argue our position after careful consideration.

Often a telephone call is the first point of contact with new or potential clients, or it may be an individual's first contact with an established Client. Phone pick-up must be professional - clearly state the name of the company and an appropriate greeting, e.g. "Fugro GEOS, good afternoon". Common courtesy and etiquette in conversation must always be maintained. Be careful of your volume in open plan offices.

Many calls may have to be redirected or an individual paged. Everyone should ensure that they are capable of handling these situations smoothly and efficiently.

<u>Telephones must not be left ringing</u>. It is everyone's responsibility to ensure phones are promptly answered. If the individual required is unavailable ask if you can take a message or whether you can help. Messages should be relayed to the appropriate individual using the standard form in Outlook. Alternatively, transfer the call to a more appropriate person.

For those persons who are regularly away from their desks, the 'Divert on No Reply' option should be set to divert calls to Administration where there is always someone available to take messages.

If voice mail is available to you, please use it, particularly when you are away from the office. Voice mail Support Secretaries should ensue the correct voice mail messages are enabled at all times and messages passed to the appropriate person for action.

Please show consideration to others if you have a mobile telephone. Keep it with you and keep ringer volumes low, switched off or have your mobile diverted to your desk phone.

3.3.8 Presentations

All seminars, training sessions and presentations etc. using MS PowerPoint shall be prepared using the correct Fugro template.

3.3.9 Video Conferencing

Please advise the ICT Department should this facility be required. Instructions for use are found on the Intranet.

3.4 Clear Desk Policy

Fugro GEOS operates a "Clear Desk" policy for both security and fire prevention. Files, paperwork and equipment should not be stacked on the floor, under or on desks.

All staff are responsible for the security of documents, data and equipment under their control, whether in hard copy or electronic format. An individual shall file away all commercial and/or sensitive documents when not in use. Any documents (e.g. tender documents, specifications, drawings, maps) or electronic data supplied by a Client for use on a contract or for other purposes shall be treated for security purposes as if it were Company owned data. A record of receipt of Client supplied documents or data shall be kept in the contract or other appropriate file. Similarly, a record of its return to the Client shall be kept.

Any intermediate hard copy files containing data, software or documents or other commercially sensitive documents shall be disposed of in such a way that Fugro GEOS' or a Client's confidentiality is maintained and that the documents cannot be accessed by unauthorised third parties. Paper copies should normally be shredded or securely disposed off. Similarly, all electronic media (e.g. floppy discs, CDs) containing intermediate copies of data, software or documents shall be destroyed and not re-used for any purpose.

3.5 Typing

Support Secretaries are responsible for ensuring all typing undertaken within their division/ region is in accordance with approved company formats. Support Secretaries and Technical Reviewers shall check all reports before issue to external clients.

All typing submitted to Secretaries shall clearly indicate the required return date and the file number. Wherever possible members of the staff shall provide Secretaries with advance warning of large typing demands. Secretaries will liase with their Regional Administrator who will prioritise peak typing workloads and, where necessary, employ temporary staff.

3.6 Stationery

The Administration Manager in Wallingford and the Support Secretaries in other offices shall control the stock levels, allocation and ordering of all stationery and office equipment. They may put in place local procedures to control stationery use (such as preventing general access, advising the nominated person when the last item of stock has been taken, etc.) and such local procedures will be advised. All staff are responsible for assisting to maintain sufficient, useable and tidy stock levels. Stationery shall not be removed from the bulk store without prior discussion with the nominated Support Secretary. Any equipment that is required as a result of a DSE assessment shall be procured by the HSE Representative.

3.7 Filing

3.7.1 Allocation of File Numbers

Prospect, Quote and Contracts are in the form:

P Q or C xynnn (n)

where x and y are as listed in the table shown in Section 11.3 and nnn (n) is the project sequence number generated through ORCA. Currently, Quotes alone have a four-digit project sequence number.

Each new prospect, quotation and contract shall be entered into the corporate database (ORCA) which not only allocates a unique reference number but also automatically creates the digital storage structure on the appropriate server (the working office). It also provides the information to create the paper file and creates a Contracts Loading sheet for Accounts. It is essential that the data on the database is correct and therefore great care should be taken when entering and updating information. If additional paper files are required, they will be created by Administration upon receipt of the appropriate Outlook form.

Seacast Division alone use miscellaneous Contract numbers for small value or quick turnaround contracts. The allocation of these contract numbers shall be handled by the Database Support Secretary on request by a Seacast Divisional Secretary. These Contract numbers are in the form:

Cxynnn-nn

Where Cxynnn is structured as detailed above, and is a general code for that group of Contracts and – nn is the next sequential number in that group.

3.7.2 Filing Procedure

All hard copy filing shall be dealt with on a daily basis. Filing should be coded with a file reference and placed in the Support Secretary's filing tray from which it will be collected daily for central filing.

It is the responsibility of every individual to ensure that document and data files are saved in the correct sub-directory on the network. Company files must never be stored on an individual's hard disk since these disks are not backed up and are not available to other staff.

3.7.3 Removing Files

All paper files shall be stored in the central filing system. When files are removed, a tag shall be left in the file-holder indicating who is holding the file. At the end of each working day the file shall either be returned to the filing cabinet or stored securely in the employee's own working area. At the end of each week all files shall be returned to central filing.

3.7.4 Master Filing System

The master hard copy files for prospects, quotes and contracts are held in the office assigned by the ORCA corporate database. If information held in the filing system is required out of the office or at another office location, a shadow file shall be set up containing copies of the required information. The original documents shall remain in the master file. When no longer needed, the shadow file shall be destroyed. In each office, filing is centrally controlled and when submitting documents for filing, both the file reference and any sub-category must be clearly defined. Most filing is held in numerical order and the file numbers are available from ORCA. Other filing is held alphabetically.

3.7.5 Accounts Filing

To reduce duplication and improve efficiencies, copies of all accounts information relating to a contract will be filed (in contract number order) within the accounts department at each Fugro GEOS office. Accounts filing is controlled by accounts staff. The Accounts team is to ensure that a copy of all contract-related accounts information is placed under the relevant contract number in the accounts contract filing system. This will include the following:

- Equipment utilised on Contract
- P21 / P22
- Purchase Orders
- Purchase Invoices
- Sales Invoices & Credit Notes
- Contract-related Expenses
- A copy of the final quotation issued to the client (to be provided by the Project Manager)

Contract account files are to be clearly labelled and accessible to all Project Managers in each Fugro GEOS office. In locations where contracts are managed but there is no local accounts facility (e.g. Southampton), accounts will arrange for copies of relevant documents to be sent to that office for local filing in a contract account file. Project Managers are to avoid building up a separate duplicate file of accounts information, but should refer to the file held by accounts instead. When the contract is archived, the contract file in accounts should be archived with it.

The Accounts Department also maintains files for overhead filing.

3.7.6 Equipment Filing

A master copy of all equipment manuals is held centrally and filed alphabetically by instrument manufacturer. Control of these manuals is the responsibility of the workshop staff in each office.

Information pertaining the Fugro GEOS' instruments (e.g. servicing and calibration) shall be maintained by the Workshop Support Secretary.

3.7.7 Personnel Filing

Personnel records for each employee are stored in a locked filing cabinet. Records include information on initial interviews, letters of appointment, contracts of employment, references, appraisals, salary reviews, disciplinary letters and any other correspondence between the employee and the company. The Personnel Manager or nominated person in regional offices is responsible for the control of these records.

3.7.8 Seacast Filing

Seacast contract files contain the following information:

- The quote and client work order or purchase order
- Copy invoices
- The Outline Project Quality Plan (see Section 6, Project Management) and order acknowledgement

- Client and other communications
- Third Party information

3.7.9 Quality Assurance Filing

Quality Assurance filing is the responsibility of the QA Representative in each Office. Quality Assurance information pertaining to all Offices is files in the Wallingford Office, under the care of the QA Manager.

3.8 Data Back Up

3.8.1 Wallingford

For Non-PQC data, an incremental back up of all servers in Wallingford, apart from the mail server, shall be carried out on a Monday through Thursday. The mail server will be fully backed up each day. A full back up of all servers in Wallingford shall be carried out each Friday. These tapes have a 4-week cycle and at the end of each month, the final week's tapes will be kept for 12 months. At the end of the year, a full set of tapes will be kept until the archiving retention period has elapsed. This system allows for instant retrieval of the last week's full back up and 4 weeks of the incremental data. In addition, duplicate back up tapes are removed from site on a weekly basis for added security.

All PQC directories housed on the PQC server is subject to a 16-week back up tape system. These tapes are not kept. Once the PQC is archived, it shall be transferred to 3 DVDs, one of which is to be stored in the fire safe, one off site and one in the DVD jukebox, for online reference from the network.

3.8.2 Other Offices

Incremental back ups are carried out Monday through Thursday, with a full back up on a Friday. Tapes are cycled on a 16-week rotation, where the 16th tape is kept until the archive retention period elapses.

3.9 Archiving

3.9.1 General

It is the responsibility of all individuals to maintain concise and relevant to hand filing systems. Information that is no longer current should be archived. This includes information held on computer as well as hard copy information. Information that will not directly affect the running of the business (as already listed) may be appropriately disposed of. Any information held electronically is subject to scrutiny and overall housekeeping by the ICT Department. If permanent archive is required, please inform the ICT Department.

It is the responsibility of the nominated Support Secretary(s) to instigate the archiving process by raising the appropriate paperwork (if applicable), recording the appropriate information on the archive box, including the disposal date and for storing it in a suitable secure location. The nominated Support Secretary will ensure that any box sent to external storage is acknowledged by the store and shall maintain a record of all movements on the appropriate database. The nominated Support Secretary shall also recycle any stationery (e.g. ring binders) and for controlling the subsequent destruction of the archived materials, after the elapse of the retention period for those materials.

3.9.2 Contract Archiving

See also QML1, Process Chart 05. Contract archiving shall follow the procedure detailed on the Contract Completion Checklist (ADMIN011 / B), available via the Intranet.

3.9.3 Quote & Prospect Archiving

Quote and prospect archiving shall follow the procedure detailed on the Prospect/Quote Completion Checklist (ADMIN039), available via the Intranet.

3.9.4 Archiving of Accounts Documentation

Accounts' documents shall be stored in the archive store in each office and centrally.

3.9.5 Archiving of Personnel & Training Records

When an employee leaves the Company, the Personnel Manager shall be responsible for ensuring that a complete personnel file for the individual, including training records, is placed in a sealed envelope. These files shall be periodically securely boxed and archived.

3.9.6 Archiving of QA/HSE Records

The QA and HSE Representatives are responsible for ensuring that QA/HSE records shall be periodically boxed and archived.

3.9.7 Archiving of Insurance Claims

The Insurance Co-ordinator or nominated Support Secretary shall ensure that documents relating to settled Insurance Claims shall be periodically boxed and archived.

3.9.8 Archiving of Other Materials

Individuals are responsible for shall ensure that documents shall be periodically boxed and archived.

3.9.9 Archiving Period

The minimum retention periods for archived material stated below are the normal standards that apply to Company information. In case of doubt relating to the retention of any specific document, the Managing Director shall establish the retention requirements. The Managing Director and QA&HSE Manager will keep these requirements under review.

Each office shall be responsible for keeping a full index of all magnetic media kept under its physical control. All electronically generated files and data kept as a sole archive record shall be retained in accordance with the periods specified. The IT Manager is responsible for ensuring that all stored magnetic data is regenerated at least every five (5) years to prevent deterioration of the data.

• Prospect and quote files shall be reviewed periodically to establish whether they can be destroyed. Normally, these files will be retained for at least two (2) years.

- Contract documentation shall be retained for six (6) years from the date of project completion, or twelve (12) years for contracts executed under seal. Files will be retained for longer periods if required by the contract or if authorised by a Board director.
- Final reports, all original raw data, final quality controlled data and copies of all digital data sent to third parties shall be retained for twenty-five (25) years unless longer periods are authorised by a Board Director.
- Accounts documentation shall be retained for six (6) years from the end of the financial year to which they relate or as advised by the Company Secretary.
- Training records shall be retained with personnel records.
- Personnel records shall be retained for fifteen (15) years from the end of employment. Medical records or accident reports will be retained for fifty (50) years.
- Health and Safety records (as required by Law) shall be retained for fifty (50) years from the end of the year in which they are archived.
- Quality Audit and Review material shall be retained for six (6) years from the date of archiving, unless there is a longer contractual requirement.
- Insurance claims documentation shall be retained as follows, including documentation relating to accidents from which a potential claim may develop.
 - a) Seven (7) years from date of settlement of any claim.
 - b) For property damage, six (6) years from the damage becoming apparent should no claim be lodged by the third party during this period.
 - c) For personal injury or damage to health, three (3) years from the incident causing the injury should the individual lodge no claim during this period.
 - d) For claims involving radiation damage, thirty-one (31) years from the time of the incident giving rise to the claim situation.
- Seasystems materials shall be retained for at least ten (10) years from inception, unless a longer period is specified above.

3.9.10 Viewing Archived Material

Requests to view archived material must be made to the appropriate Support Secretary. If an archive file is marked Confidential, any request by persons other than those specified on the Control Sheet must be referred to the Managing Director. A record shall be kept of any material removed from the archive store. When archived material is removed, it becomes the responsibility of the requester until such time as it is returned. Requests from external bodies, including Clients, for reports and/or associated data are to be processed through a Divisional Director.

3.9.11 Disposal of Archived Materials

After the retention period, materials may be destroyed (confidentially or not) subject to the agreement of the appropriate Regional Director. It is the responsibility of the nominated Support Secretary to raise the appropriate paperwork (available via the Intranet), to ensure all actions are complete and to update the appropriate database.

4. TENDERING PROCEDURES

4.1 General

- All enquiries should be referred to the Regional Director, Contracts Manager or Divisional Director who are jointly responsible for the co-ordination of the Company's response to an enquiry.
- Immediately a tender / quote / prospect enquiry is received, a quote / prospect number shall be raised on the corporate database (ORCA). Where an enquiry requires input from more than one division, only one number shall be raised, being that associated with the division leading the response to the Client. Enquiries and preliminary information shall be recorded on the quote file.
- For all proposals, the person preparing the proposal shall estimate the total value of the study. Based on this estimate and prior to any acknowledgement being sent to the Client, approval to tender must be given.

Financial limits for tender authorisation are defined in Section 2, Signing Authorities. Where a specific Manager or Director is unavailable, authority and responsibility passes up to the next level, unless written authority to deputise has been published.

- All members of staff must seek to minimise the Company's potential liabilities under contract. Where Clients will not accept Fugro GEOS' offered terms and conditions of contract and request acceptance of alternative terms and conditions, these must be discussed and approved by a Director (see below).
- A tender enquiry requiring any of the following must be referred to a Board Director immediately on receipt so that advice may be sought where appropriate:
 - a) A request for a Bond, Guarantee or Warranty. All requests for Performance / Bid Bonds, Parent Company Guarantees or other types of warranties shall be referred to the Contracts Manager who will obtain authorisation from a Director. Tender Co-ordinators and / or Project Managers are <u>not</u> permitted to raise these documents.
 - b) Terms and conditions other than Fugro GEOS' own conditions or other previously authorised conditions. These may be authorised by a Divisional Director who has delegated authority from the Managing Director.
 - c) A price to be submitted or payment made in any currency other than Pounds Sterling, US Dollars or the local currency of the office preparing the tender.
- Only an authorised person may decline tenders. Following a negative decision, the Director or Manager concerned must immediately notify the Client of the Company's unwillingness to tender, responding in terms phrased to avoid prejudicing any future working relationship.

4.2 Equipment Hire

Quotes for the hire of equipment only, or for the hire of equipment and the subsequent data processing, where the calibration of the equipment is the Company's responsibility, may be approved by a Divisional Manager, as an alternative to the Regional Commercial or Contracts Manager.

The HIREFAX template facilitates rapid response to an enquiry. Unless otherwise authorised by the Seasense Director, Regional Commercial or Contracts Manager, the Fugro GEOS Equipment Hire Rates shall be used in pricing such tenders. Fugro GEOS Standard Terms & Conditions of Hire shall be included with any equipment hire offer.

4.3 Seacast Division

Request for a weather forecasting services quotation shall be answered using one of the standard WFS templates, available in MS Word. Seacast Terms and Conditions shall accompany all quotes. Contract award shall be confirmed using the Acknowledgement of Order template, also available in MS Word.

4.3.1 Seacast USA

Seacast USA quotes shall be prepared in the UK, but contain Fugro GEOS Inc contact details. If the quote goes to contract, the first line of contact will be the Project Manager, who is based in the Southampton Office, but revenues will be allocated to Fugro GEOS Inc. Contract awards should be notified using <u>ukmet@geos.com</u>.

4.4 Tender Preparation

4.4.1 Tender Submission

In the case of tenders crossing over various divisions, the Regional Director in the region the tender is being prepared shall nominate a Director to take overall responsibility. This shall be made clear to the other Directors and the Tendering Team, at the start of the tendering process. It shall be the responsibility of the nominated Director to:

- Plan the strategy
- Liaise with the other relevant Directors
- Review and assess commercial terms (with particular reference to risks and liabilities)
- Approve the sub-contract element
- Decide margins applied on inter-divisional services
- Decide on final margin.

Secondary bidders should provide technical support in preparation of the tender, plus details of their cost only (i.e. number of man-days at internal rates and costs from third party suppliers.) This should only be an issue when a tender draws on a significant proportion of the supporting division's total recourse, in which case the allocation of a margin should be resolved by the Managing Director. Due consideration shall be given by the lead Division to maintaining each division's external rate wherever possible, whilst ensuring the overall tender remains competitive. Exceptions to this are Seacast Division, where standard

rates are often issued to clients world-wide, and Ocean Numerics, where Fugro GEOS currently provides sub-contract support at pre-agreed rates.

In the case of tenders crossing over various regions, the Divisional Director associated with the largest element of the bid would be responsible for nominating a Director to take overall responsibility as detailed above.

For single division tenders in any region, the ultimate responsibility for the elements of the tender, as outlined above, would be the Divisional Director. In most cases, these elements would be agreed between the Regional and Divisional Director during the bid process.

For all tenders, there are set procedures to be followed after receipt of initial enquiry. Standard documents are available on the computer network to assist tender preparation.

- Obtain a quote number from the corporate database. This will automatically create the appropriate directory on the computer network. Prospect (P) or quote (Q) numbers are linked to the Fugro GEOS office handling the inquiry (generally where the Client is based), irrespective of the project location.
- If Fugro GEOS offered Terms & Conditions of Contract, or previously approved external terms and conditions of contract do not cover the quotation, the tender documents must be authorised according to Section 2, Signing Authorities.
- Extraordinary costs must be considered, e.g. Insurance costs over and above the standard normally purchased, or logistical costs that may be abnormally inflated by local circumstances.
- Taxation and currency considerations in respect of tenders for overseas work shall be referred to a Board Director at the earliest opportunity.
- All tenders must follow a consistent format and, unless otherwise required within the tender documents, will normally include the following:
 - a) Covering Letter
 - b) Introduction
 - c) Technical Proposal
 - d) Commercial Proposal, Schedule of Rates including Terms and Conditions
 - e) Company Information
 - f) Past Experience/Company Capability
 - g) Curricula Vitae of Relevant Staff
 - h) Quality Assurance and Health & Safety Policies
- At a early stage in tender preparation, the document structure should be discussed with Administration and arrangements made for all necessary supporting information to be produced (e.g. number of copies, corporate information requirements, technical specifications, Company capability documentation, CV's, etc).

• The Schedule of Rates in a tender or quote will not normally include a detailed breakdown of cost derivations. <u>A record of the costing breakdown must be kept on file for reference</u>. This shall normally be prepared on a Tender Analysis Spreadsheet.

It is very important that a Schedule of Rates is presented in a standard and professional format. Rates chargeable must always be categorised and prices quoted must be clearly separated from the technical proposal and tabulated with alternatives, as appropriate and estimated sub-totals and totals.

- The Tender, with Schedule of Rates and Tender Analysis Spreadsheets shall be submitted for approval as in Section 2, Signing Authorities. In addition, the principle of crosschecking all tender pricing and technical content by at least one additional person should be followed at all times. In cases where work is being offered to a Client in another region, advice should always be sought from the appropriate Regional Director at this stage. Approval shall be signified by signature on the Tender Analysis Spreadsheet.
- All tenders must be accompanied by a covering letter, irrespective of the method of delivery (e.g. post, courier, by hand, etc). For large tenders this shall be bound into the tender document.

4.4.2 Tender Negotiation

After submission of a tender, negotiations or clarification discussions with the prospective Client must be undertaken in accordance with the following:

- Any amendment to pricing and contract conditions during the post-tender phase shall be approved at the same level as the original tender.
- As required, a revised tender spreadsheet shall be produced and approved. Otherwise a file note of agreed charges shall be issued and approved.
- Should a Client request an amendment that is outside an individual's authority level the request must be referred to the correct level of authority.
- In the initial approval of a tender the proposed Scope of Work is normally fundamental to the pricing and conditions of contract. <u>Any significant changes to the Scope of Work during the post tender</u> <u>phase shall therefore be approved at the same level as the original tender</u>.

5. PURCHASING

5.1 General

Refer also to QML1 Process Chart 08.

Prior to purchasing any material, product or service, requisitioning staff are responsible for:

- Selection and assessment of suppliers and sub-contractors.
- Obtaining competitive quotations as appropriate.
- Ensuring adequacy of description of the product and compliance with specification.
- Obtaining authorisation for purchase.

The purchase, storage, use and transportation of some items is regulated by law and further consideration must be given to:

- Suitability of product for purpose
- Maintenance, storage or certification of product (if appropriate)
- Specific risks that may be associated with the product
- Any information or instruction required
- Training in the use of the product

Items that fall within this bracket include:

- Equipment that is provided for work. Examples of this would be any tool, or a dust mask to be used in a particular situation.
- Substances that may be hazardous to health. Examples of this would be chemical solution or substance. It is important to note that no substance that has the potential to be hazardous to health shall be purchased unless the item has been assessed and passed as fit for use by a competent person within the organisation, and that any risks associated with that product are suitably mitigated. Each Office holds a register of assessed substances.

Fugro GEOS holds Approved Codes of Practice and other Guidance for HSE Regulations and any assistance required regarding their interpretation may be sought from the QA and HSE Manager. Whilst it is true to say that offices not in the UK are not bound by UK Law, it is nevertheless the policy of Fugro GEOS for all its offices to comply with UK Law, unless the local Law takes precedence.

5.2 Approved Supplier List

Fugro GEOS operates an Approved Supplier system, which assesses the suitability of potential suppliers to provide goods or services in line with the above codes of practice. It is recommended that the Approved Supplier List (found in the Corporate Database) be kept as short as possible, as a result of the time it takes to make and review the assessments and the cost to the company in maintaining this and other related systems (ORCA, Shortlands etc). Further, we are in a better position to negotiate discount with a sole supplier. Existing Approved Suppliers shall therefore be used as a first option.

Companies, with which FUGRO GEOS has had or is likely to have contact, shall be entered into the ORCA database by the Support Secretary responsible. This includes contacts, sister companies, clients

and suppliers. It is good practice, at this stage, to check that the company is valid (using <u>www.companieshouse.gov.uk</u> or equivalent). Before preparing to purchase any goods or services, the requisitioner shall check that the potential supplier is listed in ORCA. If the potential supplier does not have listed the keywords, "Approved Supplier" or "Awaiting Approval", then a Supplier Assessment Report Form (QA011A)(SARF) must be completed and sent to the QA Representative for processing. The SARF is available via the Intranet. It is the responsibility of the requisitioner to consider the criticality of the product required. When assessing criticality, consideration shall be given to:

- Value of the product required
- Estimated total annual spend with that company
- If the item directly affects our end product or service
- Health and safety issues
- Specialist purchase

Obviously, a high value item that directly affects our end product would be judged to be highly critical; whereas a one off purchase of an item of stationery would be judged to be of low criticality. Criticality judged to be low indicates that a supplier does not need to be assessed further. Criticality judged to be medium indicates that a supplier needs to be assessed by the QA Representative prior to the purchase being made. Criticality judged to be high indicates that a supplier needs to be thoroughly assessed by the QA Representative. Thorough assessment may include writing to or visiting the supplier.

Low Criticality

The Support Secretary may add the 'Approved Supplier' keyword and pass the SARF to the QA Manager (and her local representative) for filing.

Medium Criticality

The Support Secretary may add the 'Awaiting Approval' keyword and annotate the SARF, which shall be submitted to the QA Representative for action <u>prior</u> to issuing a purchase order. The information given on the form should allow for rapid approval. The QA Representative may write to the potential supplier for further information. The SARF may be filed locally.

High Criticality

The Support Secretary may add the 'Awaiting Approval' keyword and annotate the SARF, which shall be submitted to the QA Representative for approval prior to issuing a purchase order. The Representative may write to the potential supplier for further information, require the completion of a questionnaire, or visit the potential supplier in order to assess them at close quarters. The SARF may be filed locally.

The QA Manager shall be the final judge of the action to be taken in order to add a Supplier to the Approved Supplier List.

If a Supplier fails to perform as expected, a Supplier Review Report Form (QA011B) shall be completed and submitted to the Regional Director for review. The QA Representative shall confirm agreement with any recommendation to retain or remove the supplier from the Approved List, shall amend ORCA and advise the supplier accordingly. Copies of the completed form and any correspondence shall be files locally and copied to the QA Manager for reference. It is the responsibility of the Support Secretary to ensure that the Approved Supplier List contains only those Suppliers that are purchased from and to keep this list as short as possible. It is recommended that this be reviewed at least annually. Regular review of Suppliers is encourages and effective 2-way communication in any case promotes mutually beneficial supplier-client relationships.

Supplier Owner shall review formally Supplier's performance regularly (at least annually). Criteria for reevaluation shall include, as appropriate:

- Timeliness and accuracy of delivery
- Verification of purchased product according to specification as detailed on the Purchase Order
- Ease of communication with / accessibility of the Supplier
- Cost effectiveness of good supplied / discount schemes
- Competency of individuals providing service
- QA / HSE Management Systems / Certification

5.3 Purchasing

Formal written Purchase Orders must be raised and issued to the Supplier in order to form a contract to purchase goods.

5.3.1 Purchase Orders

The web-based Purchase Order Management Pages (POMP) is the method by which Purchase Orders are raised and monitored.

POMP is linked to the Corporate Database and will automatically pick up the details of the requisitioner, default office and chosen Approved Supplier. POMP is available via the Intranet and will allow the requisitioner to raise a new Purchase Order (which it will number automatically), to send it to the appropriate person for authorisation and to print it. It will also provide the Accounts Department with much better information on forthcoming purchases and allow them to accrue monies more accurately. Further, there are a number of reports that are available from POMP, providing management accounting information. A walk through help file is available from the POMP home page.

It is the responsibility of the requisitioner to ensure that each purchase order shall clearly contain:

- The Supplier's name and address.
- Adequate identification of the product ordered, including appropriate details of the relevant specifications and other requirements needed to achieve acceptance of the product.
- Where applicable, title, number and issue of the quality system or regulatory standard to be applied.
- Delivery requirements.
- Price and any discount applicable.
- The appropriate cost code.
- Authorisation (as per Section 2, Signing Authorities) which may be electronic.
- And that these details are completed prior to ordering the goods.

A hard copy of the duly authorised Purchase Order shall be sent to the Supplier along with Fugro GEOS' pre-printed Conditions of Purchase.

In POMP, when a purchase order that is charged to a contract is sent for authorisation, the Project Manager responsible shall receive an advice (except when the Project Manager is either the requisitioner or the authoriser).

5.3.2 Company Credit Card

Emergency, logistics or purchases to be made via the Internet may be made at the Wallingford office with the use of the Company Credit Card **providing no other method of purchase can be used.** The Purchase Order and Capital Expenditures procedures must still be followed.

- Raise a Purchase Order (PO) as normal. In comments, enter, "Purchased on Company Credit Card, account BAR04
- Obtain the next sequential Credit Card Authorisation Form (CCAF) from Logistics and complete
- Gain authorisation (note capex and mobile phone purchases must be authorised by a Director).
- Return CCAF to Logistics on the day of purchase, who updates spreadsheet and ensure Accounts receive originals.
- Make purchase, requesting and obtaining a VAT receipt. If a receipt is not immediately available, the CCAF form should be annotated to state that a receipt will follow, or (in exceptional circumstances) that no receipt will be available. In the case of Internet orders, web site prints should be attached to the form for ease of cross-reference. Send PO with Terms and Conditions.
- Always ask the supplier to include the Fugro GEOS PO number on their receipt/invoice.
- Note that direct (over-the-counter) purchases can only be made by the signatory on the card.
- Accounts will receive visa statement circa 12th of each month, and will forward a copy to Logistics
- Accounts check the statement against the spreadsheet/CCAFs and distribute for approval.
- Logistics are responsible for controlling card security.
- The Managing Director has overall responsibility for controlling the use of the card.

Note that no other Company credit cards are to be held but that supplier-specific charge cards (eg Budget car rental) may be obtained subject to approval from the appropriate Regional Director. Where such cards are obtained, each use of the card must be documented, approved (albeit retrospectively) and records kept centrally by the local Fugro GEOS Support Secretary for crosschecking against card statements.

Employees are reminded that abuse of Company funds is cited as Gross Misconduct and can lead to summary dismissal.

5.3.3 Receipt of Purchases

All goods and materials shall be examined by the recipient for compliance with the relevant Purchase Order. POMP shall be updated. Any discrepancies shall be advised to the Supplier in writing and Accounts notified. On receipt, invoices shall be sent to Accounts for processing.

For capital purchases, the equipment shall be fully checked before completion of an Asset Loading Form and prior to entering on the Accounts Asset Register. Completion of an Asset Loading Form shall be taken as evidence that all required equipment checks have been completed and that the equipment is accepted for operational use. Any faults identified during the checks shall be advised to the Supplier in writing and Accounts notified. POMP and FAIM shall also be updated.

Checking of equipment, agreeing steps for the rectification of any faults identified and completion of Asset Loading Form is the responsibility of the base engineering staff under the overall responsibility of the Workshop Manager.

5.3.4 Records

- The local QA Representative shall keep all Supplier Assessment Reports, completed Supplier Evaluation Questionnaires and related correspondence, Supplier Review Reports and related correspondence and any Second Party Audit Reports that may have been carried out. Copies may be forwarded to the QA Manager for reference.
- When suppliers or sub-contractors claim third party certification, documented evidence shall be obtained by requesting a copy of the Registration Certificate (and its Appendix).
- The Approved Suppliers List shall be reviewed as part of the Quality System Review.

5.4 Capital Expenditure

5.4.1 Acquisition of Capital Items / Fixed Assets

Only Fugro GEOS Limited (UK) may own capital items / fixed assets, which are described as any item of equipment (except those purchased under small value assets) acquired for use in connection with the business (but not for re-sale). This includes site and office equipment but excludes consumable items and these shall be logged to the Accounts Asset Register and the FAIM Equipment Database. There is no minimum limit on the price of such an item. Assets shall be charged on acquisition to a capital account and thereafter depreciated to a cost account for inclusion in the Profit and Loss (P&L). Significant computer components shall be added to the original asset and depreciated according to the extended life of the asset. Assets of less than £2,000 shall be fully depreciated in the month of purchase. All other assets shall be depreciated over three (3) years, except for non-operational assets, which are depreciated over four (4) years.

Regional Directors are responsible for the identification of fixed assets required for business needs and for the proper care and maintenance of assets under their control. They are also responsible for the undertaking of an annual stock check under their control and for confirming and notifying results. The Commercial Director is responsible for the approval of non-operational assets and the Seasense Director is responsible for the approval of all other assets.

5.4.2 Disposal of Assets

Notification of lost operational fixed assets is via the Equipment Fault Report Database. For all assets, which are to be sold, scrapped, are insurance write-offs or were not found post-investigation, notify the Engineering Manager, who shall complete form Notification of Fixed Asset Disposal (ADMIN076) and send it to the relevant authoriser for approval. The FAIM database is updated and the form is passed to Accounts for action.

5.4.3 Records

- Asset Register. All assets shall be recorded on the Accounts Asset Register and the FAIM Equipment Database. For each new purchase, a copy of the Fixed Asset Load Sheet together with the Purchase Order shall be retained by Accounts.
- Equipment Database. All assets shall be recorded in FAIM.

6. PROJECT MANAGEMENT

It is the responsibility of all members of the Project Team to understand Clients' requirements and to do all that is necessary to satisfy the requirements and therefore the budgetary constraints as detailed and agreed to in the Contract. The Project Manager is responsible for the performance of the Project.

6.1 Allocation Of Staff

- The Divisional Directors, Operations Managers and Regional Directors are responsible for the overall allocation of staff to meet operational requirements.
- Operations Managers shall continually review the known and likely workload of their activity areas and will update the staff allocation plan on a weekly basis, advising the Operations / Regional Director of likely staff requirements.
- A Project Manager shall be appointed for each contract to undertake the responsibilities detailed.
- A Technical Reviewer shall be appointed for each contract to undertake the responsibilities detailed in this section. For the <u>hire of equipment only</u>, the Operations Manager shall normally manage these contracts and a Technical Reviewer does not need to be appointed.
- It is essential that a file record be kept of the project resourcing review / contract briefing.
- The Project Manager shall advise the Divisional Directors / Managers or Regional Director immediately if the staff requirements of a project change from those originally identified and shall amend and reissue the Outline Project Quality Plan as appropriate.

6.2 Technical Control

The Operations / Regional Directors shall appoint a Project Manager and a Technical Reviewer. No one individual shall combine the roles of Project Manager and Technical Reviewer for the same project unless it is a nominal appointment to ensure that a company employee retains overall control in circumstances where a consultant is being used in one or other of the roles. Seacast Contracts do not require the appointment of a Technical Reviewer.

The seniority of the Technical Reviewer appointed shall reflect the scope and nature of the project. His status shall normally be senior to that of the author of the Final Report and of Senior Scientist grade or above. Where the author of a final report is also the Company's most senior qualified individual in the relevant discipline, the role of Technical Reviewer is still required. It shall be to advise on the basis of his own expertise and to ensure that the specified technical and administrative procedures are being followed. He will also review reports for compliance with the Client's brief.

For multi-disciplinary projects more than one Technical Reviewer may be required. It is the responsibility of the Project Manager to ensure the technical review process is carried.

6.3 Technical Instructions

It is the responsibility of the Seasense Director to ensure that a comprehensive and updated schedule of Technical Instructions is maintained for all instrumentation.

6.4 Guidelines For Action

6.4.1 Introduction

On award of contract, the following project management tasks shall be considered:

- Logistic and operational requirements
- Personnel requirements
- Equipment requirements
- Data analysis and reporting requirements
- Financial management (cost analysis/operating margins)

Full details of managerial responsibilities and requirements for the tendering process are provided in Section 2, Signing Authorities and Section 4, Tendering Procedures.

The following guidelines are not exhaustive. It is intended that they will assist the Project Manager both in the awareness of his or her responsibilities and in the efficient running of all Fugro GEOS contracts.

6.4.2 The Contract

After acceptance of Fugro GEOS' tender, written confirmation of contract award shall be obtained from the Client. If the award letter or order changes the tender in any way (e.g. by changing the terms and conditions of contract), these variations shall be agreed before Fugro GEOS accepts the contract. Any such changes shall be approved at the same level as the original tender and confirmed in writing with the Client.

A hand-over meeting, which shall be minuted, shall be held between the Contracts Manager (or the person responsible for preparing the tender and negotiating the contract) and the Project Manager to ensure that all contractual, commercial and technical aspects of the contract are fully understood. The QA and HSE Manager and Technical Reviewer may also be present. The Project Manager must be aware of the financial implications of any given contractual decision or commitment and its implication to the performance of the project. This will involve scrutiny of all contract documentation that must be filed in a readily accessible system for future reference.

Continuous monitoring of these considerations shall be maintained throughout the project. If the Client requests changes to the Scope of Work which could affect the above aspects of the contract, the Project Manager shall seek advice from the Operations Director and / or Contracts Manager before making any commitment to the Client. Any changes to the Scope of Work must be agreed in writing with the Client and, if appropriate, a Variation Order should be requested from the Client.

The Project Manager may occasionally delegate authority for the running of site operations to another individual. A close liaison, with a clearly recorded definition of mutual responsibilities, is essential when different individuals are involved. Although authority may be delegated, the responsibility shall remain with the Project Manager.

6.4.3 Contract Number Allocation

On award of contract, the Contracts Manager is responsible for allocating a contract number from the ORCA database. This database generates the accounts loading information. All contract-related correspondence shall be referenced using the contract number.

6.4.4 Outline Project Quality Plan

Upon generation of the Contract a division specific Outline Project Quality Plan (OPQP) is partially and automatically completed and Emailed to the Project Manager. Further completion may be carried out at the Project Handover Meeting and uploading of the completed OPQP to the database should thereafter be carried out. The Project Manager is responsible for the completion of the OPQP and for ensuring that the information is correct and current. An appropriate Divisional Manager / Director shall authorise the OPQP. In his or her absence, the QA and HSE Manager shall preside. After authorisation, the 'first' page shall be sent to the Client as confirmation of understanding of Client's requirements. The covering letter shall be filed as proof of despatch. A hard copy of the OPQP may be retained on file for reference as a summary of the Contract. In completing an OPQP, Project Managers will have considered that the necessary resources, equipment and materials, and support services are available for the effective running of the project and that all risks have been considered and assessed. The Project Manager shall ensure that all the project members are fully conversant with all aspects of the OPQP.

An OPQP is a working document for every day use. The Project Manager shall review, amend and reissue the plan as necessary to meet changing circumstances. Any major revision of the contract, such as a change in Technical Reviewer or Project Manager or the Scope of Work, must result in the issue of a revised OPQP to the personnel detailed above, including the Client. The Manager or Director who approved the original OPQP shall approve the Revised Version. Nominated Support Secretaries shall check regularly that OPQPs have been completed as outlined in this procedure.

Further information on the process may be found in the OPQP help page on the Intranet.

6.4.5 Logistics/Resourcing

The following points act as a checklist to be considered during logistical and resource planning:

Personnel Requirements

- The Project Manager must consider the optimal use of personnel for the project and discuss staff availability with the appropriate Operations Manager.
- If a contract is being undertaken by more than one Fugro GEOS office (e.g. operations in one office and data processing/reporting in another), the Project Manager must discuss personnel assignment with that office's Operations Manager and agree that responsibility for the work being completed in

another office is passed to a suitably qualified individual in that office. This assignment shall be recorded on the OPQP under the Project Team section. Even if one or more elements of a contract are assigned to other individuals, the Project Manager retains overall financial and technical responsibility for the contract.

- The Project Manager, in conjunction with the relevant Operations Manager, must consider the experience of the individuals concerned, their ability to work under pressure and under rigorous site conditions. Particular emphasis should be given to the general morale and commitment of individuals and their organisational skills. Whenever possible an individual's training requirements should be considered. The Project Manager must ensure that key individuals are able to provide management support on site.
- For all operational requirements it is essential that experienced and trained personnel are involved and that less experienced staff are adequately supervised. This includes any task involving specific safety risks identified in the Risk Assessment. Similarly, any technically demanding tasks must be well planned.
- Project Managers shall ensure that all members of staff are fully conversant with the equipment they are to operate and with the operational, service and calibration requirements specified by the Company, the instrument manufacturer or the terms of the contract.
- A working liaison should be established with the Client's field representative. This relationship should normally be established before commencement of field operations as this may not be the same person who deals with administration matters.
- The Company has a responsibility for the health and safety welfare of all its employees. If the Project Manager or any member of a project team has concerns over any HSE issue, including travelling to and/or working in a remote or potentially politically unstable area, they must raise them with their line Director and the HSE Manager. Reference shall be made to 6.4.9 of this manual and to the HSE Manual, specifically SP330, HSE Plan and SP234, Travel Overseas (if appropriate).

Equipment

- An itemised list of all operational equipment requirements shall be compiled using the Equipment Requisition form (available as an MS Word Template) and submitted to the Engineering Manager or Equipment Controller.
- Equipment planning shall be co-ordinated through the Engineering Manager who holds details on equipment availability and technical specifications.
- Equipment required from another office shall be requisitioned from the Equipment Controller in that office, ensuring that their Line Manager is aware of and in agreement with the request.
- Items required from external sources shall be obtained in conjunction with the Engineering Manager.
- Attention should be given to pre-survey calibration requirements for equipment.
- The freighting of equipment should be arranged with the Engineering Manager well in advance of the mobilisation date. Vehicle hire should be arranged through Logistics.
- If computers are required, associated software must be requested in good time.
- It is essential that final equipment checks be carried out by the Project Manager prior to the mobilisation date in conjunction with the workshop staff. This shall include functional checks plus checks for completeness of equipment requirements.

- It is recommended that, wherever possible, contingency equipment is considered to facilitate operational backup if needed. (Note: operational spares may be a requirement of the contract).
- Note: PCs are designed to operate in a static position and must not be moved whilst switched on. They can be very easily damaged in transit. All necessary precautions must be taken to pack PCs, monitors, keyboards and printers in appropriate, strong packing boxes to ensure safe transportation. Monitor screens can be scratched easily. Do not put the cables or power plug in front of the screen face when packed in a box. Protect the face and do not transport or store monitors with the screen face downwards.
- PC hard disks store valuable data. When the power has been switched off, allow at least 30 seconds for the hard disk to stop spinning before moving the PC. If a hard disk is physically damaged or interfered with in any way, data files and programmes may be irretrievable.
- On completion of site work, if equipment is being returned via a third party (e.g. freight company), the site personnel shall ensure that a Proforma Invoice / Despatch Note (available as an MS Excel template) is completed in duplicate detailing the items being returned. Hard copies of these forms are to be found in the blue site pack. One copy shall be sent with the equipment; the second shall be returned to the Operations Manager who will advise the warehouse staff accordingly.
- Advice on particular pieces of equipment may be sought from Equipment Co-ordinators. These member of staff have responsibility for the following:
 - Writing, updating uploading Site Logsheets
 - Writing, updating, uploading and circulating Site Technical Instructions (TI)
 - Ensuring that Site Software and Firmware is current, tested and available and that staff are trained in its use
 - Ensuring that Reference Manuals are current and available
 - Ensuring that documentation is stored appropriately and that superseded copies are either marked as such or eliminated in order that inadvertent use is avoided.
 - Ensuring that staff are made aware of any changes.

Vessel Use & Charter

Preparations for use of vessels, whether chartered by the Client or by Fugro GEOS, should be undertaken in advance of mobilisation and summary details included on the Contract Briefing Instructions. Health and safety requirements are detailed in 6.4.9 of this manual.

- All vessel charters shall be arranged in consultation with the Seasense or Regional Director and a Purchase Order shall be raised. For small inshore vessels, a Fugro GEOS Charter Agreement shall be used ensuring that appropriate arrangements are made. For larger vessels, e.g. offshore survey vessels and for those operations not amenable to the Fugro GEOS Charter Agreement, a Uniform Supply Time Charter Party Agreement (e.g. "Supplytime 89" or similar) shall be arranged.
- Both parties shall sign the charter contract. It is essential that this document states the exact terms of the agreement (e.g. daily/hourly rates, standby rates, harbour dues etc).
- Full details of the vessel's insurance's, including copies of insurance certificates, shall be obtained.
- The Project Manager shall ensure that the Insurance Co-ordinator is given full details of the vessel and charter dates to meet the requirements of our Charterer's Liability insurance.

- On-hire report on the condition of the vessel (to ensure any subsequent claims are not based on pre-charter damages, i.e. limiting damages to the charter period). [Optional]
- Off-hire report confirming any damage sustained to the vessel during survey use. [Optional]
- All documentation shall be placed in the contract file, together with confirmation of the dates of commencement and completion of charter arrangements when confirmed.

Data Analysis & Reporting - Overview

The Project Manager must consider the Data Analysis and Reporting requirements during the logistical and resource planning of the project. Consideration shall be given to:

- The sampling strategy to ensure that Client's requirements are met.
- Personnel availability for data processing, analysis and reporting.
- Any non-standard computing requirements. If non-standard requirements are identified, the IT Manager must be informed and consideration given to the cost and time penalty implications of such requirements. A review should be undertaken of the Client's requirements to establish whether changes to the specified requirement could enable standard techniques to be used and discussions held with the Client, if appropriate.
- Statistical techniques that may be required to establish, control and verify data processing and analysis procedures. Where the use of non-standard statistical techniques is required, procedures for their use shall be identified in either a Technical Instruction or other internal document or by reference in the Outline Project Quality Plan to acceptable external technical sources.

In general, this aspect of project planning will be undertaken in conjunction with the Technical Reviewer and Operations Manager.

6.4.6 Administration

The Project Manager shall ensure that all paperwork necessary for site management is prepared for transfer to site, including a Technical Instructions manual. In general, most requirements are covered in the Site Packs available from Logistics. Site CDs, containing various documentation, are issued to all site staff. These are controlled documents and issue is the responsibility by the Administration Manager.

It is important at an early stage to establish an organised administrative system for handling all paperwork relating to a project. This will include filing of all correspondence, costings and other contract information, together with an organised system of completed data and recording sheets. Much of the data will be recorded directly on to the network, with paperwork records acting as a backup. All electronic information relating to PQCs shall be stored in the appropriate directories on the network servers. No information shall be stored on individual's PCs. The indexing of documentation shall be as laid out in Section 3, Office Systems and Administration.

The Project Manager should ensure that a copy of the relevant technical/commercial sections of the Client's contract is available on site for reference. He shall be responsible for organising on-site financing as may be necessary for the project.

6.4.7 Pre-Operational Briefing

For all projects, the Project Manager shall brief the field prior to mobilisation on the final arrangements for site operations that will include:

- The precise responsibilities of each member of the team.
- The importance and awareness of Health and Safety requirements. Safety considerations shall include Risk Assessment and any special clothing requirements (e.g. coveralls, safety boots etc). This is the responsibility of individuals and should not be left to the last minute. Any procedural safety points should also be highlighted.
- The importance of maintaining quality standards and presenting the correct impression through working practice and Client liaison.
- Interaction with the Client's Representative should be handled with care and should be via the Project Manager whenever possible.
- All specific equipment requirements should be included in this briefing. Vessels and site vehicles should be included, as appropriate.
- Confirm that a Site Documents Pack and Site Software CD have been obtained and signed out from Administration. These both contain confidential information and shall be kept secure. Confirm who is to be responsible for these on site and for returning them on return from site.

A Pre Site Briefing Form (ADMIN065) shall be used to record the points discussed in the meeting.

6.4.8 Site Work

Attention should be given to preventative maintenance of equipment. All site staff to protect delicate equipment from moisture (especially salt water) should take care, vibration, cable wear, etc.

Calibration requirements shall be identified and regular checks made to ensure that equipment is still performing correctly. Feedback on equipment performance should be given to the Operations Manager when the kit returns from site, using the standard forms provided. Levels of spares and consumables must be monitored.

Daily Survey Logs shall be completed for each day, or part day, from point of mobilisation to return to same (usually the office or home). The main activities should be listed including all switch on / switch off and deployment and recovery times. The local time zone should be entered with reference to the number of hours this is relative to GMT. Instrument logsheets should also show time relative to GMT. These documents may be found on the Technical Directory of the Wallingford Server, along with a completion guide. Note that Daily Survey Reports should be signed by the Clients Representative whenever possible.

6.4.9 Safety

The Project Manager shall be responsible for ensuring that all projects under his control have a Risk Assessment and a project specific Safety Plan which must include Emergency Procedures. These requirements may be fulfilled by using generic Health and Safety Plans where appropriate. Reference shall be made to the Health, Safety & Environment (HSE) Management System Manual that includes detailed procedures for field operations. These are working documents and must be fully understood by all members of the project team. Emergency Response Plan and Hazard Identification and Risk Assessment templates are available in MS Word. A Simple Risk Assessment Form (HSE001) is also available.

The Project Manager or nominated Health and Safety representative for the project shall brief all project staff on safety issues giving special emphasis to any specific safety issues that relate to the project. The safety briefing shall be minuted and documented in the contract file.

Safety equipment shall be carefully maintained and serviced. This will be the responsibility of a designated member of the site team. The issue of personal safety equipment or documentation shall be recorded.

At no time shall the Project Manager allow or expect any member of the site team to undertake work that puts them at risk of injury. Likewise, all staff have a duty and a responsibility to themselves and the other team members to stop the work at any time they are concerned about safety.

For all vessel operations, whether the vessel is chartered by the Client or by Fugro GEOS, the following procedures shall be followed:

- Reference shall be made to the safety requirements in SP227, Project Mobilisation & Operations and S229, General Marine HSE Procedures in the HSE Management System Manual.
- SP227 includes the requirement for the Party Chief to undertake a Vessel Safety Audit (use SP406) as part of the pre-mobilisation checks aboard the vessel.
- If there are any concerns about any safety aspect of the vessel, the vessel's Master, the Client's Representative (if aboard) and the Operations / Regional Directors shall be informed immediately and the vessel shall not sail until the concerns have been addressed and resolved.

In the event of any Incident, the details shall be logged and reported to relevant HSE Representative, following the procedures identified in the Company HSE Management System Manual.

6.4.10 Field to Office Data Security

Data security shall be given a high priority. Site personnel must be aware that without verifiable data the Company will generally not get paid, or will be paid a reduced sum, if high data return is not achieved. It is the responsibility of all field staff to ensure that data on any PC or laptop used on-site or at a customer location for data acquisition is properly documented, stored and backed up prior to the PC or laptop being returned to a Fugro GEOS office.

Data shall be stored in a directory labelled with the Contract Number on the Site Computer's D or E Drive, not on the C Drive. Data shall <u>never</u> come back to the office stored only on the hard disks of PCs. At least two backups shall be made. It is recommended that zip disks (flip2disks) be used for the transfer of data from the field to the office. All back-up media shall be correctly labelled and kept in the correct

protective box and transported in a safe manner separately from the PC. Ruggeds and data shall not be placed in checked luggage.

On return to the office, site laptops shall be taken through the goods in procedure, where it is the responsibility of the Engineering Manager to ensure that any data is backed up and stored in the correct place on the network. Site laptops may not be retained by site staff after the site visit is complete. Flip2disks are uploaded to the System by a nominated person.

Similar attention to security is also required for hard copy records being transported from to the office

6.4.11 Post Site Operational Briefing

For all projects, the Project Manager shall de-brief the field staff once they have returned from site. Any problems, unusual circumstances, points of interest or safety issues shall be discussed and recorded, using a Post Site Briefing Form (ADMIN064).

6.4.12 Technical Review

The minimum requirement for technical review of short-term projects shall be the appointment of a Technical Reviewer at the commencement of a project who shall approve and authorise the final project output prior to issue. When determined by the Project Manager, further technical review requirements will be undertaken by means of technical review meetings at intervals defined in the quality plan.

The requirements of technical review meetings are:

- Ensuring compliance with the Client's brief and any statutory requirements.
- Ensuring accuracy of technical data and interpretation is achieved to meet Contract requirements.
- Ensuring appropriate resources are available to complete the project.
- Identifying and recording causes of non-conformities and agreeing and monitoring corrective action.
- Identifying and initiating preventive action where the nature of problems encountered justifies the need for such action.

The Technical Reviewer shall record his approval by initialling final reports or deliverables before submission to the Client.

6.4.13 Data Analysis

The Project Manager is responsible for ensuring that data analysis requirements are considered at an early stage in the project (see Section 4, Tendering Procedures) and as data are received from the field, that the required analyses are undertaken correctly and efficiently. Junior staff often undertake data analysis and it must be well supervised to ensure that it is conducted correctly and efficiently. The Technical Reviewer shall be involved all aspects of data processing, analysis and reporting.

Data analysis log sheets are available on the network, which provide procedures for specific instrumentation and these shall be completed as each stage of processing is completed. Further guidance on data processing is provided within the Technical Instructions manual.

6.4.14 Reporting

As far as is reasonably practicable, paper reports shall be printed double-sided. Useful guides to report layout, grammar and contents are found on the Information page of the Intranet.

The Project Manager's main responsibilities are to ensure that the report adheres to the contract requirements and no more, is of high quality and is delivered by the agreed date. To achieve this, the Project Manager must make proper use of the Technical Reviewer who must be involved with the project from the outset and have a good understanding of the Client specification and basic requirements.

The contents of final reports will vary widely to reflect the contractual requirements of the particular project. In all cases, the Report Template (and if necessary, the Report Section Template) on the network shall be used to ensure consistency of format. Mooring and non-mooring diagrams shall be created using the templates available in Visio. Once complete, the formatting of all reports shall be checked by Administration before issue. The Technical Reviewer is required to check and approve reports prior to issue to the Client. Future updates to sections of Reports shall be adequately identified and despatched with the replacement pages form, as appropriate.

Whenever digital files are sent to a Client or third party, a duplicate copy shall be made for the contract file and the relevant issuing documentation completed and filed. All digital files shall be checked for viruses before release to a Client.

6.4.15 Delivery of Report

All deliverables shall be accompanied by a covering letter detailing the contents, a copy of which shall be kept on file. It is standard Fugro GEOS policy for all reports to be delivered by courier and they shall be adequately packaged to prevent damage during transit, giving due consideration that the packaging shall:

- Be appropriate for the duration of transit and anticipated conditions en route.
- Provide adequate protection from physical damage and the weather.
- Protect electronic records from corruption to the data.
- Be properly closed and securely fastened.

• Be correctly, clearly, securely and indelibly labelled and accompanied by all documentation required by the courier to meet their internal and customs regulations, if applicable.

Prior to despatch, consideration shall be given to the regeneration of replacement report documentation and data in the event of unavoidable damage or loss to items in transit and appropriate records kept. One original copy of every Interim and Final Report shall be sent to Central Administration for filing in the central library.

6.4.16 Seacast Procedures

Procedures specific to the Seacast Division are found in the Controlled Level 2 Document, entitled, "Procedures for the Seacast Division", dated November 2003, and all subsequent revisions. This document is also accessible via the QA and HSE Page of the Intranet.

6.5 Commercial Control

The Project Manager must ensure that tight commercial control is maintained on the contract and should take advice from the Operations Manager in the event of commercial and / or contractual problems arising during the contract.

6.5.1 Invoicing

- For all contracts, a monthly invoicing schedule shall be prepared with reference to the contract, at the outset of the contract, and saved as the contract number in fgswoffice1/contract_xls. This schedule shall be updated on at least a monthly basis to show both budgeted and actual invoicing. Notes shall be added as appropriate to assist the Support Secretary responsible for invoice production.
- The Divisional Director shall be advised immediately of any actual or potential variations from the budgeted invoice schedule. In addition, the Contracts Manager shall be advised of any significant variations from the tender costing for future reference.
- No price amendments or contract variations shall be agreed without reference to signatory who approved the original Prices and Terms of the Contract.
- Invoices shall be prepared from the monthly invoicing spreadsheet on a monthly basis, or as required by the contract. If invoices cannot be submitted monthly, the Divisional Director shall be advised of the value of work completed at the end of each month for accrual purposes.
- Invoices shall be checked prior to their submission to the Accounts Department and subsequently authorised by the relevant signatory.
- The Accounts Department shall be advised of any third party rechargeable elements contained within the contract. The Project Manager is responsible for ensuring that all necessary back-up information or special handling instructions are provided to Accounts to fulfil Client invoicing requirements.
- Following submission of an invoice, the Accounts Department is responsible for ensuring payment is made and for chasing overdue payments with a Client's Finance Department. When a payment is overdue, the Project Manager may be requested to contact the Client to check that there is no dispute, the invoice has been approved for payment, and the anticipated payment date.
- It is the <u>ultimate</u> responsibility of each Regional Director to chase debts from Clients associated with projects managed through their region and this will be done in conjunction with the Project Manager.

6.5.2 Debt Collection

The following procedure is laid down to help improve co-ordination and effectiveness in Fugro GEOS' cash collection world-wide and to clarify the debt collection procedures within Fugro GEOS.

Each office shall have a person allocated to be responsible for debt collection, and that person is referred to as the Credit Controller.

The responsibilities of a Credit Controller are:

- To routinely contact our debtors, on a weekly basis, as necessary, commencing 1.5 times the due date. If telephone contact is insufficient, letters may also be sent. These letters are styled thus:
 - After 30 days, a reminder letter
 - After 60 days, a strongly worded letter
 - After 90 days, a letter stating legal action may be taken
- To apply pressure, provide supporting documentation or re-send invoices when administrative issuers are delaying payment in the debtor's accounts department.
- If a customer disputes an invoice, the issue should be referred immediately to the appropriate Director, who, through the Project Manager, shall take up liaison with the customer until the matter is resolved. If credit notes are required, they shall be prepared by the Project Manager and authorised by the appropriate signatory. Reasons why credit notes are required shall be logged.
- To provide monthly debtors reports to the relevant Regional Directors and Divisional Directors with comments against each overdue debt (including any information regarding a dispute, which they should obtain from the relevant Project Manager) and a date stating the last time the debt was chased. A detailed debtors report shall be produced by the UK Credit Controller on a three monthly basis for Top Management discussion.
- To complete databases etc with relevant information and to keep all relevant persons informed.

It is the ultimate responsibility of the relevant Regional or Divisional Director to guide the Credit Controller and Project Manager as to what action should be taken in the event payment is delayed.

6.5.3 Accruals

The purpose of monthly contract reviews is to provide a best estimate of the monthly and cumulative profitability of a contract at the end of any particular month. The overall profitability for all contracts is combined with the monthly divisional, regional and central overhead and is fed into a projection spreadsheet, which calculates the company's monthly performance and the anticipated year end performance. This, in turn, forms the basis of all financial decisions made by Top Management and therefore needs to be as accurate as possible. Fugro GEOS' performance is also declared to Fugro NV on a monthly basis, in order for them to produce consolidated monthly and year to date figures, which reflects the performance of the Fugro group, as a whole.

A digital accrual system is available on the Project Management page of the Intranet, in order to allow staff world-wide to access and edit contract-related financial information on a monthly basis. Accounts will notify all Project Managers by Email when any adjustments to allocated costs must be made. This is

generally during the first week of the month following the month to be adjusted. Costs associated with each contract are detailed in the Cost Detail Report (P22). Cost allocations that have been made to the contract should be checked for accuracy, amendments made as appropriate (using the correct 'value' or 'cost' accrual code) and submitted to the database by the due date. Miscoding should be adjusted and a comment added to recharge to the correct contract number (if known). The effect on the profit margin of any amendments can be viewed. If there are no amendments to be made, submission of acceptance to the database is still required.

Further financial information is available from the Accounts Manager.

6.6 Customer Satisfaction

Fugro GEOS employs a number of methods to evaluate Client's feedback in order to ascertain level of satisfaction with regard to meeting Client's requirements and in order to help us develop our business further. These methods are employed at various stages in the product realisation process and it is important to note that ongoing feedback, obtained by direct Client communication, is a valuable tool. Any feedback obtained, both positive or negative shall be recorded, analysed, communicated and acted upon. The information be presented quarterly and discussed at Quality Management System Review.

6.6.1 Customer Feedback Forms

A Web-based customer feedback form is in place via <u>Customer Feedback</u> and <u>www.oceanor.com</u>. Customers whose contract value exceeds £5000 shall be invited to complete the form at the conclusion of the project (normally at the same time as the sending of the final invoice), or in the case of ongoing projects at least 6-monthly. Invitations shall be sent by Email by the nominated person, who shall follow up with the customer if no reply has been received within fourteen days of request. The nominated person shall use the MS Excel template when analysis feedback forms. Any score received which is less than average shall instigate the client complaint process.

6.6.2 Repeat Business

Each year, Quote to Contract conversion rate will be measured and analysed. Market share will also be studied as will number of Contracts with each Client.

6.6.3 Sales Enquiries

Each member of the Sales Team will, when visiting Clients, assess the level of satisfaction that the Client may have received in the past or currently, if applicable. Use of a CFF or FPAL feedback forms may allow objective statistical analysis and focus for improvement.

6.6.4 References

Letters of Reference, or Letters of Satisfaction may be received from clients and these shall be monitored and measured.

6.6.5 Customer Complaints

In the event of a formal complaint about the quality of the work undertaken by the Company, the Project Manager shall follow the procedures outlined in QML1, Procedure 03.

6.6.6 'Top Ten'

There shall be an annual review of key customers' level of satisfaction. This may be carried out utilising First Point Assessment Ltd, Achilles, Oceanology, OCT or some other method.

6.6.7 Level of Rework

Structural Monitoring Division employs methods to identify, prevent and / or correct failures in product or service to a customer. It may be that rework is identified as being required, when problems have been identified. There is a local KPI in place to reduce the amount of rework carried out in order to improve customer satisfaction, the effectiveness of that business stream and the efficiency of the QMS.

6.7 **Project Review**

A formal review of the performance of projects shall be undertaken.

7. ALLOWANCES & EXPENSES

7.1 Time Sheets

All employees shall complete a weekly time sheet, populating it with details of the previous working week. Where available, the intranet-based timesheet system shall be used. Timesheets shall be submitted for authorisation (to Line Manager or his delegate; or, when working in an overseas office, to the relevant Manager or Director, as detailed in Section 2, Signing Authorities) by midday on the Monday of the following week.

For intranet-based timesheet completion, individuals should first populate favourites with regularly used contract numbers. Ensure that timesheets are totalled and saved to the database prior to sending it for authorisation.

For all timesheet completion, office work should be entered as actual hours worked. Site work (including travel to and from site) should also be entered as actual hours worked (12 hours for Houston based staff on a FMMG contract).Return travel from site should remain coded to site (e.g. ICQ). All claims for site allowances, time in lieu and paid days remain as set out below.

Timesheets shall be checked and authorised on a timely basis. Monitoring and measuring of timesheets may be performed.

7.1.1 Checking Time Sheets

- Does the individual's name and date appear at the top?
- Has a contract number been entered along with a description and relevant code (e.g. IAQ)
- Has the timesheet been signed and correctly authorised
- Have the correct number of hours been entered, and has each day been allocated hours?
- Have the department numbers been entered where appropriate (e.g. 1 = Seasense)?
- Check the site time claims are as per allowances.
- Check all totals to ensure that they balance.

7.2 Allowances

7.2.1 Site Allowance

A taxable site (or 'disturbance') allowance is payable for all site work on external contract which involves working offshore (including coastal projects). Site allowance rates are as follows:

	UK-based employees	Singapore-based employees	Houston-based employees	Malaysia-based employees	UAE-based employees
Site	£75/day	S\$190/day	Subject to FMMG	RM190/day	Dirhams
Allowance			Contract of Employment		293/day

The site allowance is applicable:

- If an employee is away for at least one night, and/or at least 10 hours are spent on site during the course of one day.
- For any night spent on a vessel, platform or rig whether it is in motion or moored.
- From the day of departure from an employees base location for site work on external contract until the return travel day (including that day only if the return is after 19:00 hours).
- At 50% if an employee is on site on contract for training purposes.
- At 50% for work carried out on contract by a member of staff away from their base location in a Client's Office or another overseas office. See the following sub-section for details.

Any offshore work on the following days attracts the allowances stipulated:

- 25th December 2 extra days salary plus one additional site allowance
- 26th December 2 extra days salary plus one additional site allowance
- 31st December Normal weekend conditions apply
- 1st January 2 extra days salary plus one additional site allowance

Employees working on site on contract have the option of taking weekend work as pay or as time in lieu. If no preference is expressed on the timesheet, a payment will be made. The option (pay or time in lieu) in force at any given time will be decided by the appropriate Director and employees will be advised accordingly. The 50% site allowance should be entered on the timesheet as 0.5 site day.

The following restrictions apply:

- No double site allowance.
- No overtime pay.
- No allowances when on site testing or developing unless the Client is paying the personnel time.
- No site allowances when attending a training course (e.g. offshore survival course).
- No allowances when staff are seconded⁵

It should be noted that in some cases Fugro's local Contracts of Employment (such as FMMG in Houston) might override some of the above rules.

7.2.2 Site Allowance ex Overseas Offices

If operational staff are sent to site via an overseas office or sent to work on contract in an overseas office then they are eligible for the following:

• 50% site allowance for every day worked in the office. This does not include weekends unless they are worked.

⁵ A secondment is defined as a member of staff being sent to an overseas office for a pre-planned period of time under a letter of agreed terms and conditions.

- 100% site allowance for travel to and from that office if going on to site via an overseas office.
- 50% site allowance if going to work in an overseas office.
- 100% site allowance for actual site work conducted out of the overseas office.
- Site allowance to remain the same for return days i.e. only paid (at 100%) if travel ends after 19:00 local time of destination.

Staff are ineligible for the overseas office allowance under the following conditions:

- When sent for training purposes.
- When seconded, as previously defined.
- When supplying management holiday cover.
- When visiting to other offices for anything other than contract work.

Staff must check with the Operations Manager before departing if there is any doubt as to eligibility for the allowance.

The 50% site allowance should be entered on the timesheet as 0.5 site day. The timesheets of staff working on contract in or from an overseas office must be signed off by the Operations Manager of the office being visited as well as their own Line Manager, or his delegate.

Employees working in either their base or overseas Fugro GEOS office over the weekend, whether on overhead or contract, may be paid or may accrue the time as leave, provided that the work has been sanctioned in advance by the Operations Manager or Director. The option (pay or time in lieu) in force at any given time will be decided by the appropriate Director and employees will be advised accordingly.

All the above payments are to be made in addition to any subsistence allowances, which may be payable, as detailed in subsequent sub-sections.

7.2.3 Site Allowance for Onshore Contracts for Onshore Clients in the UK

A taxable site or disturbance allowance is payable for all site work on external contracts which involves working on an onshore site for onshore clients in the UK. Onshore site work is typically contracted with clients as a minimum of 10 hours working. An onshore site is any location away from the office. Site allowance rates are as follows:

UK based staff 50% of offshore site allowance per day.

- The onshore site allowance is applicable if an employee is away for at least one night, and/or at least ten hours are spent on site and/or travelling in the course of one day.
- From the day of departure from an employee's base location for onshore site work on external contract until the return travel day (including travel days subject to bullet point above).
- At 25% if an employee is on site on contract for training purposes.
- At 25% for work carried out on contract by a member of staff away from their base location in an onshore client's office or other onshore Fugro office.

• Any onshore site work on the holidays listed above (these will be 25/26/31 December and 01 January) will be eligible for offshore allowances.

Employees working on an onshore site on contract have the option of taking weekend work as pay or time in lieu. If no preference is expressed on the timesheet a payment will be made. The option (pay or time in lieu) in force at any given time will be decided by the appropriate Director and employees will be notified accordingly.

The 25% site allowance should be entered on the timesheet as 0.25 site day.

The following restrictions apply:

- No double site allowance.
- No overtime pay.
- No allowances when on site testing or developing unless the Client is paying the personnel time.
- No site allowances when attending a training course.
- No allowances when staff are seconded.

The offshore site allowance will apply for employees working on an onshore site on contract overseas.

7.2.4 Offshore Forecasting Work – Seacast Division

Where a shift-based Meteorologist is required to work offshore on contract, his shift pattern will revert to a standard 5-day office working week. The following shall apply:

- Offshore allowances are payable as detailed in previous sub-sections.
- Time in lieu or 1/260 of annual salary payable for every weekend day worked. Time in lieu must be taken immediately upon return from working offshore. Accrual of time in lieu is not permitted.
- No compensation is payable for working any public holiday, as this is already covered in the shift work leave entitlement.
- Upon conclusion of offshore duty, reversion to normal shift roster pattern.

In some instances certain client contracts will require separate negotiations and permitted allowances will be agreed with the Forecast Manager prior to departure.

7.2.5 Subsistence Allowance

A tax-free subsistence allowance is payable to all employees whilst working away from their base location to cover the cost of meals and incidentals. The subsistence allowance applies to time spent away on business activities such as site work, work in other offices, marketing and sales visits, whether on contract or overhead, including weekend days. However, the subsistence allowance is not payable for periods of annual or accrued leave.

Employees have the option of <u>either</u> submitting fully receipted expenses for accommodation and messing <u>or</u> claiming the tax-free subsistence allowance for those meals not provided. For tax reasons, this latter

option may not be available to employees working in their country of tax residence - Fugro GEOS' accounts department will advise local tax rules.

When working offshore, employees generally receive all accommodation and messing free of charge. Therefore, no subsistence allowance is payable in such circumstances. If employees are resident in hotels, guesthouses or are in transit on aircraft etc where some meals, such as breakfast, are provided, the full daily allowance is reduced accordingly.

Employees working in or visiting another Fugro GEOS office in the same country qualify for the subsistence allowance, providing that an overnight stay is required. Day visits to other offices do not qualify for this allowance.

The subsistence allowance is set in the following currencies and is reviewed regularly. Employees should claim the allowance through the **local Fugro GEOS office (in local currency)** during the course of their visit. However, in extenuating circumstances, the allowance may be claimed retrospectively at the employee's base office in the base office currency. A mixture of these options during each visit is not acceptable.

Full Subsistence	UK	Singapore	US	Middle East	KL	Norway
	(£)	(S\$)	(US\$)	(Dirhams)	(Ringit)	(NOK)
Breakfast	4	10	9	21	10	68
Lunch	5	13	11	27	15	88
Dinner	9	23	24	48	25	156
Daily Maximum	18	46	44	96	50	312

The subsistence allowance may also be claimed when a member of staff is seconded to another Fugro GEOS office. The full daily rate (shown above) applies for the first six weeks. Thereafter however, the following reduced daily rate will apply:

'Longer Term'	UK	Singapore	US	Middle East	KL	Norway
Subsistence	(£)	(S\$)	(US\$)	(Dirhams)	(Ringit)	(NOK)
Daily Allowance	11	28	27	60	30	225

During a secondment, salary and site allowances (when applicable) continue to be paid at the base office. However, the subsistence allowance should be paid locally.

The subsistence allowance does not apply to permanent inter-office transfers.

Where an employee is visiting another office, other than his base, he is entitled to receive the public holidays he would be entitled to were he at his base office. Entitlement ceases once the employee is transferred to a formal long-term secondment or inter-office transfer, whereupon he would adopt the holiday regime of his new location.

7.2.6 Additional Payments

- Employees working on site on contract have the option of taking weekend work as pay or as time in lieu (if no preference is expressed on time sheets, payment will be made). Depending on the needs of the business a Line Manager or Director can exercise discretion as to whether pay or time in lieu must be taken.
- Employees working in the office over the weekend, whether on overhead or contract, may be paid or may accrue the time as leave, provided that the work has been sanctioned in advance by a Line Manager or Director. The option (pay or time in lieu) in force at any given time will be decided by the appropriate Director and employees will be advised accordingly.
- Expenses for working at weekends will be reimbursed providing that the work has been sanctioned in advance by a Line Manager or Director. The payment of business mileage is not applicable to weekend work in the office.
- Directors are not entitled to any additional payments or time in lieu for working more than a 5-day week.

Employees travelling to work at another Fugro GEOS office should <u>not</u> obtain large currency advances at their permanent place of work (or at the airport) before departure. Authorisation will only be given for a small float to cover immediate expenses on arrival at the overseas base, such as taxis.

7.2.7 Late Office Working

Employees working in the office later than 21.00 local are entitled to arrange a meal delivery to the office. The meal value should be as per the Subsistence Allowance rates stated in this Section. Payment in lieu of a meal delivery shall not be made.

7.3 Expenses / Advances

Expenses shall be submitted to an authorised signatory, who shall approve the claim before forwarding it to Accounts. It is the responsibility of employees to ensure that expenses are submitted promptly and all expenses <u>must</u> be submitted within 3 months of incurring the costs or immediately on return from site. Each expense item must be allocated to the correct contract/overhead and costs codes. The main code numbers are provided in Section 10, Accounts Codes.

Items of expenditure, which can be re-charged to the Client, shall be submitted on Contract specific claim forms separately from any other claims.

Claims for eye and eyesight tests and corrective appliances related to DSE use (see later in this subsection) should be submitted on separate claim forms and authorised by the Regional Director.

7.3.1 Advances

Requests for cash advances must be made at least 24 hours in advance in order that sufficient cash can be made available. Advance requests must be authorised by an Operations Manager or above level signatory. Cash advance forms (Float Request) are available as an MS Word template.

An employee remains responsible for an advance received until it is repaid or otherwise accounted for. Expense advances must be settled in full within 1 month of drawing the advance or immediately on return from site.

If an employee forwards all or part of his advance to another employee, this must be accounted for as follows:

- The employee issuing the advance must obtain a receipt from the other employee and enter this as "Advance to 'Employee' " on the next expense claim.
- The employee receiving the advance must enter this as "Float Received from 'Employee' " on the next expense claim.

Expenses shall be settled promptly by the Accounts Department with a cheque or direct bank payment for the full amount, less any advances or other settlements.

7.3.2 Allowable Expenses

The following rules define those items that may or may not be claimed as expenses:

Briefcases

No payments will be made for new briefcases or damage to existing briefcases.

Business Mileage

4

Employees receiving a car allowance should normally use their own car for business use. Mileage will be reimbursed according to Inland Revenue rules. The Inland Revenue defines business mileage as actual mileage travelled each day on Company business but excluding direct travel between home and the ordinary place of work. Where a journey is made to a place other than the ordinary place of work direct from home or you return direct to home after such a visit, then the allowable mileage is the lesser of,

- the mileage actually incurred; and
- the mileage which would have been incurred if the journey had started and finished at the place of work.

Mileage is reimbursed at the following rates:

	<mark>UK</mark> (engines ≤1000cc)	UK (engines >1000cc)	Singapore	Houston
First 10,000 miles	30p/mile	40p/mile	50 cents/km	\$0.485/mile
10,001 miles plus	10p/mile	<mark>15p/mile</mark>	13 cents/km	<mark>\$0.485/mile</mark>

Mileage claims should be accurate.

Other employees requiring a car for business use should hire a car (or possibly use a taxi for one-way airport trips). Refer to Section 9, Transport/Logistics. When circumstances require an employee to use

his own car, prior authorisation is required from a Director and the above mileage rate is payable. It is the employee's responsibility to ensure that their car is insured for business use.

All employees have a duty to immediately report any accidents to the police and the Company whilst driving on Company business and/or on Company insurance. Except under exceptional circumstances, employees are responsible for paying all traffic fines (e.g. parking, speeding) and answering any police summonses.

All employees required to drive on company business shall provide the company with a copy of their current driving licence and shall advise the company should there be any changes to the licence.

Car Hire for Personal Use

Employees are allowed to hire cars for personal use using the Company's hire car account. However, the employee remains responsible for the insurance of the vehicle and for paying all hire charges. Company insurance does not provide cover for personal rentals.

Company Mobile Phones

Employees will be liable for any costs incurred through the use of Company mobile or satellite phones for personal calls.

Course Text Books

The Company will contribute up to £50 per year for required textbooks purchased for use on a Company approved course. Reimbursement will only be made against valid receipts.

Credit Cards

The Company will reimburse the annual subscription fee, if applicable, for one credit card up to a maximum of £15/year (or equivalent currency), providing the credit card is used for company purchases and a copy of the statement detailing such annual charges accompanies the expense claim. The Company will not accept liability for credit card interest charge payments under any circumstances.

Dental Expenses

The Company accepts no liability for any dental expenses unless a Client specifically requests a dental examination or treatment.

Eye Tests and Appliances - UK

Under the UK Health and Safety (DSE) Regulations 1992, employers must provide, free of charge to 'Users⁶' of Display Screen Equipment (DSE) eye examinations and sight tests at regular intervals. The test should take account of the User's work, including the distance at which the screen is viewed. Regular intervals may be interpreted as at least every other year, but may be more frequent if the User is experiencing difficulties, as per the Optician's advice. In addition, employers must provide basic corrective appliances (normally spectacles) specifically for DSE work if these are deemed to be

⁶ Users are generally those employees who use DSE for significant periods of their day

necessary from the results of the eye sight test, where normal corrective appliances cannot be used and where the prescription has changed from that previously given.

Scientific analysis has indicated the requirement for corrective appliances for DSE use to be uncommon, but that use of DSE may make existing vision difficulties more noticeable to the User.

When an employee wants to make a claim under this sub-section he must take to the Optometrist form Admin062 and ask the Optometrist to complete, sign and officially stamp it. The completed form must accompany the expense claim form and the receipt for the DSE eye test and / or the corrective appliance for DSE use. The cost of the corrective appliance for DSE use is reimbursable at the prevailing rate, which is an amount not exceeding £60. If a multi-use appliance is prescribed, including a correction element for DSE use, then Fugro GEOS will pay the proportion of the cost attributable to the requirements of the DSE work involved only, at the prevailing rate, which is an amount not exceeding £60. The cost the DSE eye test is reimbursable at the prevailing rate, which is an amount not exceeding £60. The cost the DSE eye test is reimbursable at the prevailing rate, which is an amount not exceeding £60. The cost the DSE eye test is reimbursable at the prevailing rate, which is an amount not exceeding £60. The cost the DSE eye test is reimbursable at the prevailing rate, which is an amount not exceeding £25. Employers are not responsible for any corrections for vision defects or examinations for eye complaints, which are not related to DSE work.

An analysis of claims for eye and eye sight tests and corrective appliances may be made.

Living Expenses

Personal telephone calls must be limited to 5 minutes per day. Staff may claim for a reasonable quantity of alcoholic drinks consumed with meals whilst working away on business. The definition for 'unreasonable amount' is given in SP222. Charges relating to in-house movies, use of hotel gyms, etc are considered to be purely personal and are not reimbursable.

Meals purchased on company business in hotels and restaurants should reflect the subsistence allowances otherwise payable, taking into consideration local conditions. A Director has the right to reject or reduce claims that are considered excessive.

Incidental Expenses

When travelling, incidental expenses such as magazines, non-prescribed drugs (e.g. aspirin), sunscreen etc. are not reimbursable. Sunscreen is available via an Equipment Requisition.

Personal Protective Equipment (PPE)

PPE shall be provided free of charge in line with the Risk Assessment performed. See HSEMSM.

Kit Bags

One company kit bag per year will be issued to operational staff on request.

Medical Expenses

When travelling on company business expenses for any recommended vaccinations or prescribed drugs, such as malaria tablets, are reimbursable.

Passports

Regular overseas travellers may require more than one passport (subject to local regulations). Costs for additional passports are reimbursable.

Photographs

The copyright for all photographs taken whilst on company business (whether with company cameras or personal cameras) belongs to Fugro GEOS.

Where photographs taken by an employee are used for Fugro GEOS' marketing or publicity purposes (web sites, marketing brochures, exhibition panels but not technical support material), a one-off payment of £50 (or equivalent currency) per photograph may be claimed. No payments may be claimed for subsequent use. In the UK, this payment is taxable and an increased sum of £65 will be paid through payroll, not expenses. Film and development costs will also be reimbursed for Company photographs. All payments are at a Director's discretion. Copyright of all such photographs remains with Fugro GEOS.

Publications

A payment of £100 (or equivalent currency) may be claimed when papers relevant to the Company's business are published in bona-fide publications. Fugro in-house publications are excluded. Only one claim may be made per paper irrespective of the number of times it is published. Where there is joint authorship of a paper, the payment will be divided equally between the authors. In the UK, this payment is classed as taxable earned income. Payment will therefore be increased to £125 and will be made through payroll, not expenses.

Subscriptions

The Company will reimburse annual subscription fees to any <u>one</u> Inland Revenue approved professional organisation, provided it is linked to the focus of the Company's business.

Telephone - Crew Houses

All telephone calls made from Crew Houses must be recorded in the telephone logbook. All personal calls made by employees from a crew house will be back-charged to that person's expense account.

7.3.3 Completing Expense Claims

The appropriate MS Excel template should be used when completing a claim and the following rules apply:

When completing expense claim forms, staff should provide sufficient detail to prove that the expense was work-related. For example, cite where travel was to and from. List the names of the persons covered by the claim.

• Wherever possible, claims must be submitted with accompanying receipts. Claims may not be accepted without supporting receipts, except for subsistence allowances, which must clearly state the time period and number of days for which the claim is being made.

- When foreign exchange expenses are claimed, proof of the exchange rate, such as the currency transaction receipt must be produced. If this is not submitted the exchange rate currently used by the Accounts Department will be applied.
- Where staff have outstanding advances, further advances will be refused and expenses claims will be debited from the outstanding advance until it has been cleared.
- Items of expenditure which can be re-charged to the client (at cost, or at cost + n%) are to be separated out from other expense items and submitted on a different claim form. This will reduce the likelihood of failing to recover these costs from the client and will make it easier to provide supporting information to our sales invoices.
- Expenses relating to different contracts should also be separated onto different forms.
- Copies of re-fuelling receipts relating to hire car use should be forwarded to the local Logistics Support Secretary.

7.3.4 Checking Expense Claim Forms

- Does the individual's name, division and date appear at the top?
- Has each item been allocated contract/overhead and cost codes?
- Are all receipts numbered in order and does the number appear in the receipt column on the expense form?
- Has the form been signed by the claimant and correctly authorised?
- There should be no un-receipted claims, other than specific subsistence allowances.
- Check all totals to ensure that they balance.

7.3.5 VAT – UK Claims

- The Company is able to reclaim VAT on most goods and services it purchases.
- VAT can only be reclaimed if there is a VAT number on the receipt. Therefore, always ensure that a
 VAT receipt is obtained for any item purchased on the Company's behalf and ensure that the VAT
 box is checked on the expense form.
- VAT can be reclaimed without a receipt for telephone calls, car parking and vending machines when the total is under £10.
- VAT is not reclaimable on entertainment, whether in the UK or overseas, or on any overseas transaction. Also, certain items are exempt from VAT including books, rail and taxi fares, air flights, professional subscriptions and gratuities.

7.3.6 GST - Singapore Claims

- The Company is able to reclaim GST when it has been paid on items purchased.
- Companies registered for GST are required by law to issue tax invoices with the GST number stated.
- When completing expense forms, ensure that the GST box is checked for all tax invoices.

8. TRANSPORT/LOGISTICS/INSURANCE

8.1 Procedures Applicable to all Offices

The Corporate Travel Database, available via the Intranet, allows for easy retrieval of information, production of management and budgetary reporting and provision of individual's itineraries.

8.1.1 Logistics Purchase Order

A Logistics Purchase Order shall be completed for <u>all</u> travel requirements, including written approval from an authorised signatory, and submitted to Logistics for booking who shall keep a record of all travel bookings. Use form ADMIN007 for complicated bookings, form ADMIN007a for more simple bookings.

The traveller may not sign for his own travel arrangements or buy them on expenses, unless in the case of an emergency.

It is Logistics' responsibility, when making travel bookings, to investigate the most cost-effective options for the individual journey elements and, with advice from the Project or Operations Manager, book according to the budget allowed.

All bookings and changes thereafter shall be made by Logistics (or the designated Support Secretary), authorised appropriately and recorded in the Travel Database.

8.2 Fugro GEOS UK

The following guidelines are provided for information only. Logistics should always be contacted for travel requirements and references numbers (TR Numbers) should always be provided to Suppliers. Should the requirement be out of office hours, contact the Duty Manager.

8.2.1 Local Logistics

Accommodation

If hotels are required, refer to Logistics for advice.

Flights

Fugro GEOS has its main account with:

• ATP International Travel

Telephone:	0870 460 3437
Facsimile:	01295 268868
Out of hours:	0870 066 7657

Taxis and Hire Cars

There may be occasions where it is more cost effective for the company to hire a taxi rather than a hire car and this option should be considered. Further, onward road travel after flying into the UK from an overnight long-haul flight can be dangerous when people are tired. Under these conditions, it would be appropriate to request a taxi or a train from the airport to the base office. Starting points and destinations will be considered on an individual basis.

Fugro GEOS has accounts with the following companies. Do not use airport taxis.

- Carriages Private Chauffeur Hire: 01793 338395
- Countrywide Vehicle Management: 0871 271 8855
 Account number ZB086
- Hills Taxi's: 01491 837022

General Rules

- All employees must provide Logistics with a copy of their current driving licence valid for the UK before driving any vehicle, including their own, on company business.
- When driving a hire car, use Fugro GEOS' own insurance. Do not take out the Hire Company's insurance, unless otherwise advised by Logistics.
- All hire cars must be re-fuelled by the driver at the end of the journey and before being off-hired. A copy of the receipt must be passed to Logistics. Drivers who do not re-fuel their hire car will be liable for the excess charge. Only in very exceptional circumstances will this be waived and this will be at the discretion of the relevant Director only.
- Always note the time and date of off hire and report this to Logistics.
- DO NOT drive the vehicle outside of the hire period.
- Only hire Group 1 cars, unless the circumstances are exceptional.
- If a vehicle is required for a significant period, competitive quotes may be obtained from alternative Approved Suppliers. Contact the Administration Manager for advice.
- Light damage (less than £250) will be charged on invoice and it is therefore the hirer's responsibility to check the vehicle thoroughly at on and off-hire times.
- All accidents or incidents must be reported to the QA and HSE Manager, Logistics and the Insurance Co-ordinator as soon as possible. Note that some accidents are also reportable to the authorities.

Inoculations

Refer to the Administration or the HSE Co-ordinator for advice. This person will provide the appropriate information for the traveller to seek further advice from their GP or medical adviser. Fugro GEOS uses MASTA and advices are generally procured from this source.

Visas

Refer to Administration for advice.

Additional Travel Insurance

From time to time, insurance premiums vary dependant on the destination. Refer to the Insurance Coordinator for advice.

8.2.2 Couriers

Couriers are organised by Administration who hold all the necessary documentation. Advise Administration as early as possible if a courier shipment is required. This enables an advance booking to be made with couriers and paperwork to be prepared.

8.2.3 Freighting of Equipment

The Engineering Manager is responsible for organising equipment freight. Requirements must be advised as early as possible prior to the intended shipping date.

Overseas Freight Forwarding

All freight stays in secure airport storage for 24 hours before it is put on a plane, unless a separate security check is arranged or it is going with a registered courier.

The Contracts Department has Air Cargo Guides listing freight destinations and standard IATA (International Air Transport Association) rates, which are generally the maximum rates payable. Allow £250 each way per shipment for customs clearance, airline handling, transportation and agency fees.

Prior to booking airfreight, determine the weight and dimensions of each box plus the preferred routing direct or consolidated. Consolidation is approx. 50% of the normal freight cost per kilo but can take several days longer. However, large airfreight companies may pre-book consolidated space to major destinations and offer defined departure and arrival dates. This is as quick as direct routing but significantly cheaper.

Despatch Note/Airway Bill

A Despatch Note is required detailing each item of equipment and its value and is required in advance to confirm the booking. Care should be taken in declaring values on this document since these can be used to determine import/export customs duties. A copy of the signed Despatch Note must be retained on the contract file and by the Engineering Manager. After shipment, the agent will issue an Airway Bill (AWB), which must be filed with the Engineering Manager and copied to the contract file. HM Customs require the Despatch Note and AWB as Proof of Export when equipment is returned to the UK. Without

Proof of Export, HM Customs are entitled to charge Import Duty on the goods as if they were being imported for the first time.

Be aware that certain countries require different headings on despatch documents (i.e. Commercial Invoice). Always take advice from the Engineering Manager and/or the Shipping Agent.

Fugro GEOS holds transit insurance for all its operational equipment. Transit insurance offered by shipping agents is not required.

Weekday Shipments

Davies Turner is the preferred shipping agent, subject to the destination or Client requirement. Consult the Engineering Manager for advice.

•	Davies Turner Bristol Office		
	Tel	:	0117 982 8341
	Fax	:	0117 982 0993
•	Davis Turner London Heat	hr	ow Office

Tel	: 01753 680828
Fax	: 01753 680648

Weekend Shipments

Generally, it is difficult to ship any goods outside normal working hours. Freight agents' hours at airport depots are typically 07.30 to 19.00, Monday to Friday. Consult the Engineering Manager before making any bookings.

Dangerous Goods

Items such as lithium batteries require special packaging and need to be collected by a specialist company. The Specialist Company will make the arrangements.

Return of Overseas Freight to UK

All goods entering UK are subject to customs control. HM Customs must have proof that goods are NOT liable for tax, otherwise import duty is automatically charged. We must prove that equipment is "British Returned Goods" and must present proof of export, being the Airway Bill and Despatch Note. A copy of the Export Despatch Note is held electronically in the contract Word/Equipment sub-directory and a paper copy and the AWB are held by the Engineering Manager, filed by contract number.

It is important that the items and values detailed on the Import Despatch Note agree with those on the Export note. If this is not the case, significant delays can occur. If the paperwork is in order, goods are normally cleared and delivered to Wallingford within 3 days of arrival in the UK.

If the import documents are not addressed to Fugro GEOS c/o Davies Turner as clearing agents, ask the agent holding the documents to forward them to Davies Turner.

Freight within UK

Various options are available depending on the volume/weight of the shipment, its destination and required speed of delivery. Consult the Engineering Manager before shipping.

TNT Overnight/Same Day

Goods are collected every working day at about 15.45. Goods must be packed, labelled and weighed and must have a TNT label attached with all details completed and copied to the TNT book. Items must be marked with the required time of delivery. Fast services carry surcharges – consider the urgency of the shipment.

 TNT Overnight Collections : 0800 100600 (free phone) Tracking Delivery : 01454 310516
 TNT Same Day Tel No. : 01793 433577 Fax No. : 01454 324413

Northern Ireland, Offshore Islands & Channel Islands (incl. Northern Scotland)

TNT will deliver within <u>Aberdeen City limits</u> for 0900 but elsewhere on the Scottish mainland north or west of Aberdeen this is not guaranteed. Peterhead is normally a mid-afternoon. Delivery to the islands, such as Orkney and Shetland, requires a <u>minimum of 3 working days</u>. Always ask TNT to confirm the delivery time <u>before</u> shipping since other options may need to be considered.

8.3 Fugro GEOS Singapore

These procedures and information are provided for guidance only. The Administration department in the office should always be consulted for advice whenever possible. Under normal circumstances, staff should not make their own bookings for car hire, flights/ferries or accommodation. All bookings should be made by Administration.

8.3.1 Local Logistics

Accommodation

The Company has 3 crew houses and these are located at:

- 1, Hacienda Grove #04-06, Upper East Coast Road, Singapore 457908. Tel: 6445 8423
- Block 222 #04-05, Loyang Valley, Loyang Avenue, Singapore 509068. Tel: 6214 0484
- Block 220 #04-02, Loyang Valley, Loyang Avenue, Singapore 509068. Tel: 6542 1419

Flights

Fugro GEOS Singapore has its main account with:

• American Lloyd Travel Services(Contact Monica Tan)

Telephone:	6737 8777
Facsimile:	6733 7527
Out of hours:	69200 9977

And its secondary account with:

 Reliance Travel Agencies (Contact Lye Nak) Telephone: 6334 2227 Facsimile: 6334 332790

Taxis and Hire Cars

The two main taxi companies are:

- NTUC (Comfort Cabs) 5552 1111
- City Cabs 5552 2222

Vehicle Hire is only to be organised by Administration.

8.3.2 Couriers

Couriers are organised by Administration who hold all the necessary documentation. If equipment is being shipped, a Proforma Invoice will also be required.

Advise Administration as early as possible if a courier shipment is required. This enables an advance booking to be made with DHL or UPS and paperwork to be prepared. One hour is the <u>minimum</u> notice required.

8.3.3 Freighting of Equipment

Before freighting any equipment from Singapore, we recommend that anyone unfamiliar with shipping procedures consult the Engineering Manager in Wallingford first. Errors in the preparation of shipping manifests and/or customs documents can result in expensive and time consuming delays in the shipment and clearance of our equipment.

Overseas Freight Forwarding

All freight stays in secure airport storage for 12 hours before it is put on a plane, unless a separate security check is arranged or it is going with a registered courier such as DHL or UPS.

To book airfreight space, the weight and dimensions of each box are required plus the preferred routing direct or consolidated. Consolidated grouping is approximately 50% of the normal freight charge per kilo but can take several days longer. However, note that many air freight companies pre-book consolidated space to major destinations and so have defined departure and arrival dates (this can be as quick as a direct routing but with a significant price advantage). Collection arrangements need to be made with the agent.

AWB (Airway Bill)

After shipment, the agent will issue an Airway Bill (AWB) to Fugro GEOS. The master <u>must</u> be filed in the file held by Administration and copied to the contract file.

Pro-Forma Invoices

Proforma Invoice/Despatch Notes must be raised for all equipment entering or leaving the Singapore office. This includes all items hand-carried or borrowed regardless of size.

A Pro-Forma Invoice/Despatch Note will be required detailing all the equipment and its value and the agent will usually ask for this to be faxed in advance to enable the booking to be made.

A copy of the signed Pro-Forma Invoice <u>must</u> be retained on the contract file and a second copy must be given to Administration for forwarding to the UK and copying to the despatch notes file.

Fugro GEOS holds Goods in Transit insurance on all its operational equipment. Therefore, transit insurance offered by the shipping agents is not required.

Be aware that certain countries will not accept documentation marked Pro-Forma Invoice and require a Commercial Invoice. Care should also be taken in declaring values on Pro-Formas since these will be used to determine customs duties payable on import/export but can also influence the amount payable in the event of an insurance claim. Always take advice from Wallingford and/or the Shipping Agent.

Shipment of Equipment

Equipment is generally shipped through the following agent and it is recommended that advice be sought from Wallingford before making any bookings:

GAC Cargo Systems

	Tel	: 222 4463
	Fax	: 222 5769
•	GAC Cargo Syste	ems (Airport)
	Tel	: 542 6693
	Fax	: 542 4719

As a general rule, it is difficult to ship any goods outside of normal working hours - freight agents' hours, especially at the airport depots, are often 07.30 to 19.00.

Dangerous Goods

Items such as lithium batteries require a Dangerous Goods Certificate, which GAC will supply. Many dangerous goods can only be shipped on freight-only aircraft, which will delay shipment. It can take 7-10 days to get a small box to Europe.

Small Items

Consider using an international courier service such as DHL or UPS since this is likely to be quicker and cheaper.

Return of Freight to Singapore

As with the shipments leaving the office, it is essential that a copy of the proforma invoice, despatch note or delivery order is placed in the appropriate in/out tray for forwarding to Wallingford. AWB's must be provided to Administration for filing.

If the import documents are not addressed to Fugro GEOS c/o GAC as clearing agents, ask the agents holding the documents to forward them to GAC.

Copies of the export Pro-Forma will be required by the freight agents and are held by Administration. Copies should also be in the contract file.

8.4 Fugro Geos Houston

8.4.1 Local Logistics

Accommodation:

The Crew flat is located north of the office, approximately 3 miles. A map is available on the Intranet

• Apartment H-26, The Park at Voss, 2424 S. Voss Road, Houston, TX 77057. Tel: 713 268 3384

The Hilton Hotel, at Southwest Freeway (713 977 7911) may be used if the Crew Flat is full.

Flights

Offshore work may attract a substantial discount using a Marine Fare. The Travel Agent is:

• Griffin Marine Travel (Contact Chris Cardoza, CCardoza@griffintravel.com)

 Telephone:
 1 [713] 430-1900 or 1 [800] 713-9065

 After Hours Emergencies:
 1 [800] 713-9065

 Account Name:
 Fugro GEOS

Taxis, Limousines and Hire Cars

Cost from Houston Intercontinental and Houston Hobby to Fugro GEOS Inc is approximately \$55 and \$40 respectively. Fares are payable in cash. However, it is considered safer and therefore preferable to use the limousine service. Avanti meet inside the airport building, at the limousine exit door, on the baggage reclaim level. Fares are dealt with by Fugro GEOS, but costs associated with unnecessary delays or additional journeys taken will be on-charged.

Employees must not hire a car from the Airport, as there is a significant excess. Employees who are fatigued may use the limousine service.

٠	Avanti Limousines:	713 680 1955
	Traveller's Telephone:	1 800 895-4667 (use when unable to call office for changes)
	Email:	avanti@limoresv.com
	Fugro GEOS Account:	1796

Fugro Inc. has its main account with Budget, with Enterprise as alternatives. For rental cars, contact the Houston office. If no one is available, members of staff may call Budget direct, advising them the Fugro

Corporate Account number listed below. When renting from Budget, a major credit card is required to hire a car, no matter how the reservation is made. Fugro GEOS Inc employees may be in possession of a Budget Charge Card and the reservation may be made using this facility.

•	Budget Rent-A-Car	713 988 7300
	World-wide Reservations:	1 [800] 527 0700
	Fugro Account Number:	T587900
•	Enterprise	713 596 1818
	Fugro Account Number:	06CO1715

Insurance for Hire Cars

Scenario	Loss or Damage	3 rd Party Liability	Personal accident
	Waiver		and effects
Fugro GEOS Inc. Employee			
Budget Rental	No	No	No
Booked with Account Number.	4		
Fugro GEOS Inc. Employee			
Budget Rental	Yes	No	No
Non Fugro Account			
Fugro GEOS Inc. Employee	Yes	No	No
Other hire car company	res	INU	INO
Fugro GEOS Ltd. / Pte. Employee			
Budget Rental	No	No	No
Booked with Account Number.			
Fugro GEOS Ltd. / Pte. Employee			
Budget Rental	Yes	Yes	No
Non Fugro Account			
Fugro GEOS Ltd. / Pte. Employee	Vee	Vaa	No
Other hire car company	Yes	Yes	No
Non Fugro Employee			
Any Hire Car Company	Yes	Yes	No
With or without Account			

Please also note the following important points relating to hire (rental) or company vehicles:

- A Purchase Order must be raised for all car rentals
- For hire periods in excess of 30 days, inspection and renewal of contract is mandatory
- Driving in excess of a continuous 30-day period renders the driver liable to apply for a Texas license
- All drivers must hold, and have in their possession whilst driving, a valid driver's license
- The transportation of firearms or other weapons in company vehicles is not permitted.
- Traffic violations, citations and tickets are the responsibility of the driver and must be reported to the Operations Co-ordinator. Drivers and passengers must abide by Local / State / Federal rules.

- Driving whilst intoxicated is prohibited and will render the employee subject to disciplinary procedures
- Personnel are not expected to drive vehicles or operate other machinery on company business when not fully alert and capable of operating safely. When a person feels that he or she cannot operate a vehicle or other machine safely in a fully alert condition, immediate, appropriate action must be taken to obtain proper rest. The company expects employees to use common sense to make this decision.
- Always refuel a rental car before returning it.
- All accidents must be reported to the HSE Representative and the Regional Director
- Non-US based employees of the Fugro Group are only allowed to drive Fugro Inc company vehicles with prior permission

Airport Parking

Refer to the Operations Co-ordinator for advice.

8.4.2 Couriers

Couriers are organised by Administration who hold all the necessary documentation. Advise Administration as early as possible if a courier shipment is required. This enables an advance booking to be made and paperwork to be prepared. One hour is the minimum notice required.

•	Central Delivery	281 931 4700
	Account No:	25034

Central Delivery can deliver items within Houston and the surrounding area on the same day. Employees should use the Contract Number associated with the Purchase Order Number as a reference.

Federal Express	1 800 247 4747
Account Number	2097 5222 0
Tracking	1 800 463 3339

Goods are collected every morning and afternoon. All items must have a Federal Express address label attached with all the details completed. Items must be marked with the required time of delivery. Fast services carry surcharges – consider the urgency of the shipment. Use FedEx when a guaranteed date and time of delivery is required. When shipping anything other than documents, a commercial invoice (4 copies) must accompany the shipment.

8.4.3 Freighting of Equipment

Overseas Freight Forwarding

All freight stays in secure airport storage for 12 hours before it is put on a plane, unless a separate security check is arranged or it is going with a registered courier.

Prior to booking airfreight, determine the weight and dimensions of each box plus the preferred routing direct or consolidated. Consolidation is approx. 50% of the normal freight cost per kilo but can take several days longer. However, large airfreight companies may pre-book consolidated space to major destinations and offer defined departure and arrival dates. This is as quick as direct routing but significantly cheaper.

Despatch Note/Airway Bill

A Despatch Note is required detailing each item of equipment and its value and is required in advance to confirm the booking. Care should be taken in declaring values on this document since these can be used to determine import/export customs duties. A copy of the signed Despatch Note <u>must</u> be retained on the contract file and by Administration. After shipment, the agent will issue an Airway Bill (AWB), which <u>must</u> be filed with Administration and copied to the contract file. US Customs require the Despatch Note and AWB as Proof of Export when equipment is returned. Without Proof of Export, Customs are entitled to charge Import Duty on the goods as if they were being imported for the first time.

Be aware that certain countries require different headings on despatch documents (ie Commercial Invoice). Always take advice from the Workshop Manager and/or the Shipping Agent.

<u>Fugro GEOS holds transit insurance for all its operational equipment</u>. Transit insurance offered by shipping agents is not required.

Weekday Shipments

Equipment is consigned to Fugro GEOS via a shipping agent to the following address:

Fugro GEOS Inc	Attn:	Ted Tankard
6080 Hooten	Workshop:	713 346-3619
Houston	Office:	713 346-3610
TX 77081	Mobil:	713 206 9914

Aries Freight Systems and DL Bynum are the preferred shipping agents. Consult the Houston staff to determine the best one to use for a specific destination.

•	Aries Freight Systems	
	Tel	: 281 821 0733
	Fax	: 281 821 2352
•	DL Bynum	
	Tel:	: 281 821 2011
	Fax:	: 281 821 0739

Weekend Shipments

Generally, it is difficult to ship any goods outside of normal working hours. Freight agents' hours at airport depots are typically 07.30 to 19.00, Monday to Friday. Consult the Houston staff before making any bookings.

Dangerous Goods

Items such as lithium batteries require special packaging and need to be collected by a specialist company. Consult the freight agent.

Return of Overseas Freight to US

All goods entering the US are subject to customs' control. Customs must have proof that the goods are NOT liable for tax, otherwise import duty is automatically charged. We must prove that the equipment is "American Returned Goods" and must present proof of export, being the Airway Bill and Despatch Note.

It is important that the items and values detailed on the Import Despatch Note agree with those on the Export note. If this is not the case, significant delays can occur. If the paperwork is in order, goods are normally cleared and delivered to Wallingford within 3 days of arrival in the UK.

If the import documents are not addressed to Fugro GEOS c/o Aries as clearing agents, ask the agents holding the documents to forward them to Aries.

Freight within the US

Various options are available depending on the volume/weight of the equipment, its destination and required speed of delivery. See Earlier Federal Express details.

8.5 Insurance - Fugro GEOS World-wide

Fugro GEOS holds insurance policies as listed in the following tables which have been negotiated through the Fugro Group brokers, Marsh UK Limited and Marsh (Singapore) Pte Ltd., and through Central Insurance Services Ltd.

Any queries regarding insurance world-wide must be referred to the UK Insurance Co-ordinator or, in his absence, the UK Regional Director. In an emergency, the brokers may be contacted direct, but details must be given to the Insurance Co-ordinator as soon as possible afterwards. Contacts are as follows:

	UK	UK	Singapore
Broker	Marsh	Central	Marsh
Client Manager	Jane Rees	Tony Dyer	Susan Sng
Tel (direct)	01908 846080	01224 656683	332 0220
Tel (main)	01908 846000	01224 656656	332 0288
Fax	01908 660349	01224 656658	332 8380

Houston

Any claims or queries must be referred to L G (Mac) Landwehr (direct tel 713 778 5530) who handles all insurance matters on behalf of Fugro Inc.

8.5.1 Insurance Claims – General

In the event of any incident that could result in an insurance claim, a full written record of the incident shall be made and submitted to the UK Insurance Co-ordinator. Where appropriate, all supporting documents must be submitted with the report. There must be no delays in submitting this information. Insurers expect to be advised immediately of any potential claim.

8.5.2 Insurance Claims – Personnel

In the event of any injury or accident to Fugro GEOS personnel, sub-contracted personnel or any third party personnel, whether a claim is likely or not, a full report shall be submitted. In addition, the strict procedures detailed in the Fugro GEOS Health, Safety and Environment Management System Manual shall be followed at all times.

8.5.3 Insurance Claims - Vehicles

Any driver involved in an accident whilst on company business causing damage or injury to himself, his vehicle, or to a third party, or if his vehicle is stolen, must notify the UK Insurance Co-ordinator immediately. Any accident involving injury to the driver or to a third party must be reported to the Police. For a hire vehicle, the hiring company's Accident Report Form, in addition to our insurance company's Accident Report Form, which are contained in the site packs or available from the Insurance Co-ordinator, shall be completed and given to the UK Insurance Co-ordinator for forwarding to the hire company and our insurers.

The names and addresses of any third parties and any witnesses must be obtained. The description and registration of any vehicle involved must be recorded and a note made of the incident while still fresh in the memory. Under no circumstances must liability be admitted. Any correspondence must be forwarded, unanswered, to the UK Insurance Co-ordinator for onward transmission to our insurers.

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9. INFORMATION AND COMMUNICATIONS TECHNOLOGY

9.1 Acceptable Use Compliance Agreement

The ICT Acceptable Use Compliance Agreement (AUCA) is controlled and written by Fugro NV and enforced by the Fugro GEOS ICT Department. Application of this policy will safeguard our information from attack, misuse or theft.

The AUCA is given to new starters prior to commencement of employment and is provided, for reference, as an appendix to this Section.

9.2 Access to the Company's Electronic Information

Access to the company's electronically based data shall be provided if the appropriate business-needs justification is made. Any such data must be suitably and sufficiently protected and all users must abide by the rules as laid down by the ICT Department in order to protect these data. Such rules may include, but are not limited to:

- Limited access
- Security of passwords
- Locking computer equipment when away from it

System security is given the utmost importance:

- To ensure confidentiality to our Clients. Data and the interpretation so derived shall be treated as privileged information and held securely
- The maintenance and integrity of the system is crucial to the continued operation of the business
- It is everyone's duty to protect the data

9.3 Responsibilities

It is everyone's responsibilities to:

- Read, understand and sign off as having read and understood the ICT AUCA
- Be aware of the laws that relate to the use of computers
- Keep up to date with any changes via information provided by the ICT and QA Managers
- Abide by the policies and procedures that support the ICT ACUA
- Ensure that others in their charge so conform
- Report any (suspected or actual) non conformance to the ICT Department
- Be alert and challenge any potential breaches
- Feedback suggestions on how to improve our methods to the ICT Manager
- Understand the penalties for non conformance
- Participate in any periodic auditing as required and co-ordinated by the ICT Department
- Understand that failure to meet the requirements of these policies is a disciplinary offence

ICT Acceptable Use Compliance Agreement

Fugro GEOS has aggressively embraced Information Technology. Because of the complexity of these systems, this policy is composed of a number of sections that are policies in their own right; these are detailed in this document and are listed below. Where the term 'Fugro' is used in this document, this refers to the Group of Fugro companies and includes Fugro GEOS.

Contents
Software
The Internet
Business Continuity
Email
Virus Checking
Support
ICT Acceptable Use Compliance Agreement

It is the responsibility of everyone at Fugro GEOS to:

- Read, understand and sign off as having read and understood the ICT Acceptable Use Compliance Agreement.
- Be aware of the laws that relate to the use of computers.
- Keep up to date with any changes via information provided by the ICT and QA managers.
- Abide by the policies and procedures that support the ICT Acceptable Use Compliance Agreement.
- Ensure that others in their charge conform.
- Report any (suspected or actual) non-conformance to the ICT Department.
- Be alert and challenge any potential breaches.
- Feedback suggestions on how to improve our methods, to the ICT Manager.
- Understand the penalties of non-conformance.
- Participate in any periodic auditing required by the ICT Department.
- Understand that failing to meet the requirements of these policies is a disciplinary offence.

Application of the stated policy will safeguard our information from misuse, attack or theft.

Remember: Our information is our future. Our Business depends on precise data. It's everyone's duty to protect the data.

Software Policy

Objective

To create a method of managing the procedure for acquiring and using software in a productive, yet safe and legal manner, which is effectively communicated to, and adopted by, all Fugro GEOS employees.

The Policy

Fugro GEOS licences the use of computer software from various third parties. The software developer invariably owns the copyright and, unless expressly authorised to do so, Fugro GEOS has no right to make copies of the software except for backup or archival purposes. This policy protects the integrity of Fugro GEOS's computer environment, prevents infringement of copyright and ensures efficient software management. Although the policy may seem restrictive, it is actually in the best interests of Fugro GEOS and it's employees to maintain software compliance.

Definition

Software licensing allows Fugro GEOS "right of use" for the term of the licence. It's rather like your TV licence, although you (probably) own the hardware (the TV), you don't own what you watch, but pay for the right to watch it for a year.

Responsibility

Fugro GEOS respects all its licence agreements and it is the responsibility of the ICT Manager and MD to enforce agreements. It is the responsibility of all personnel to understand and co-operate with this policy.

Method

All software (and computer hardware, including peripheral devices) is subject to a justification and approval process prior to acquisition. Justification for the purchase of both hardware and software is done by establishing a business case. Although it is not intended to prevent the legitimate purchase of software needed to "do the job"; no purchases can be made without going through this channel. This process enables ICT to keep an accurate record (asset register) of the software and hardware that Fugro GEOS uses. This will greatly assist in the support and upgrades when required. Software will then be added to the audit tool and installed onto the users workstation by a member of the ICT Department. Where appropriate, training will be given.

All software and computer hardware, including peripheral devices will be purchased, delivered and installed by, or under the guidance of, the ICT Department, (this includes evaluation copies). The ICT Department will keep the licence and original media in safe storage. Employees are not allowed to load original software or copies onto any Fugro GEOS computer. This includes freeware, shareware and private software plus anything downloaded from the Internet. If you require particular software to perform your job, it will be provided. In approved cases, software may be provided for use on an employee's PC 'at home', but installation will still be done by the ICT Department. If you illegally duplicate software or otherwise fail to meet the requirements of the Software Policy, you may be subject to disciplinary action. All computers that can accept external media will contain virus-checking software, which is automatically updated with the latest release. Despite assurances, nothing is safe unless it has been virus checked, and if in doubt ask the ICT Department.

Portable computers (e.g. lap tops) pose a particular hazard in terms of security. Separate guidelines exist for their well being, but the same rules apply in terms of Software Policy. Please see "Portable Data Security" document for more information for guidelines on lap top usage.

The ICT Department will dispose of obsolete or unnecessary software and hardware. All un-required hardware should not be disposed of or passed down to employees, but should be returned to the ICT Department.

A CD destroyer is available for the destruction of unwanted CD's that contain confidential material.

Any exceptions to this must be approved by the ICT Manager. In all cases redundant software will be deleted from the computer. The ICT Department will retain the licence (and media) should the requirement re-materialise.

The ICT Department ensures that adequate maintenance procedures exist for Fugro GEOS's software and hardware. Problems can be reported via the GEOS helpdesk or email to the ICT Department.

Similarly formal backup procedures exist for the various servers in use (separately documented). However, no personal or company data is to be held on any individuals' desktop machine. Temporary copies of software may reside in a "ghost build" whilst a PC replacement is being set-up. This information may be held under the direct control of the ICT Department in a secure location on a networked server.

To assist in maintaining compliance, certain "Usage Standards" are required. Apart from ease of administration and control, a common wallpaper and screen saver will be used company wide, which will present the correct corporate image. Standards for naming and passwords are separately documented. A library of standard formats for memos, letters, documents and forms are automatically setup in the Office software and are to be used as required. Other formats will not be permitted. The Administration Manager will approve any changes to these standard documents and will then inform the ICT Department.

Fugro GEOS employees are the most important factor in this process. Success will depend upon your actions. To demonstrate the need for this policy and to gain your total support, you have been/will be given full training in the procedures involved. With this and ongoing support, you will be able to make best use of the software provided.

Incidents that involve loss of system, which require reconstitution from backup, (sometimes called "Disaster Recovery"), are in a separately documented policy.

This policy also applies to any Contractors that may work on Fugro GEOS's behalf, and therefore must be signed off as part of the confidentiality agreement.

Periodic auditing and review of the software in use will occur. Without this we cannot achieve and maintain certification of compliance as required by our registration with FAST (Federation Against Software Theft).

Only members of the ICT Department may audit any computer. Fugro GEOS ICT members are separately listed.

Remember: Software will be provided on establishing a business case. Illegal copying of software is THEFT.

Everyone has a duty to ensure compliance.

Internet Policy

To quote an often used phrase "The Internet is a dangerous place", but it does contain a vast amount of data, some of which is vital to Fugro GEOS. Fugro GEOS is now selling products from Internet based systems. We also run a number of sites purely as a 'statement of presence'. The Internet is a vast source of information when used in a properly controlled manner (regulated by the laws of defamation, and avoiding misuse of Company resource).

The Objective

The objective of this Internet Acceptable Use Policy (IAUP) is to define guidelines and to protect the information assets owned and used by Fugro from threats, whether internal or external, deliberate or accidental and to meet local and international regulatory and legislative requirements.

The Policy

To provide Fugro GEOS with a secure means of accessing the Internet, for retrieving information that is needed by the business. To do this in such a way that the level of risk is acceptable to Fugro GEOS's internal network and the data it contains. This policy forms part of the ICT Acceptable Use Compliance Agreement and is bound by the conditions therein. Fugro GEOS's Internet access is governed by the controls of Fugro NV. Fugro NV has therefore created an Internet Acceptable Use Policy (IAUP).

<u>Method</u>

Fugro GEOS desktop computers, which are connected to the domain, can access the Internet. Employees that require access have been given instructions in how to use the Internet including details of the security features and rules that govern its use.

- Use of the Internet facilities is at the sole discretion of Fugro Opco management and is not a given right.
- Internet access will only be granted to employees with the necessary management approval. This is conditional upon the employee's signed acceptance, of the ICT Acceptable Use Compliance Agreement.
- Sharing personal access with others is not allowed.
- Use of the Internet facilities is intended for Fugro business purposes. It is not permitted to carry out activities relating to a private business using Fugro facilities. (Fugro GEOS takes no responsibility for credit card fraud should you provide your personal details).
- Any Internet use not directly relating to conducting Fugro business is defined as "Personal Use".
 Personal use of Fugro's Internet facilities is not permitted during normal working hours. Personal use of Fugro Internet facilities out side of office hours may be permitted, subject to the approval of Fugro Opco management.
- Only Fugro approved software and/or hardware may be used to access the Internet through the Fugro Internet Gateway Infrastructure.
- Traffic to and from the Internet will, within the relevant legal limitations, be monitored, logged and filtered for security reasons. It is not permitted to circumvent these security measures in any way.

- Fugro employees must abide by any local, national or international law, or any other rules and regulations that relate to Internet usage.
- All Internet use, which could damage the reputation or interests of Fugro or could potentially damage or harass others, is not allowed.
- Business required information maybe downloaded and printed, or written to disc drives or CD's. It
 must always be virus checked on download. Any copies of software that you believe will be of benefit
 to Fugro GEOS, and therefore worth evaluating, must not be downloaded but requested via the ICT
 Department.
- All relevant restrictions regarding the use of the Internet (external network) apply to the Intranet (internal network).

When needed, more detailed Acceptable Use Policies and Guidelines will be developed for specific Internet services. These will be included in the appropriate Opco employee manuals. Any exceptions to this policy, such as to conform to specific national laws, will be part of an appendix.

Internet Services

Web browsing

Fugro will block traffic to and from specific Internet sites that do not serve a business purpose or are considered a security risk. It is not permitted to access Internet sites carrying:

Illegal material, sexually explicit content; or

Content that infringes copyright, trademarks, patents/trade secrets; or

Material that violates the privacy of other people; or

Material that may damage, defame, insult, harass or discriminate against others.

E-mail

(Refer also to the E-mail Acceptable Use Policy)

Fugro employees are not permitted to access Web based e-mail facilities other than those approved or provided by Fugro.

It is not permitted to send e-mail or e-mail attachments that are pornographic, profane, obscene, slanderous, libellous or abuse others' right to confidentiality and privacy or defame or discriminate on any grounds. Be aware of the fact that what seems to be a joke to one person, might be offensive to another.

"Spamming" or impersonating others is also not permitted.

Subscribing with a Fugro Company e-mail address to mailing lists for other than business purposes is not allowed.

Fugro will scan all Fugro e-mail traffic for malicious content (viruses, etc.) and may block and/or delete email for security reasons in accordance with the E-mail Acceptable Use Policy.

Forwarding or distribution of "chain" emails is not allowed.

Downloading of files

It is generally not permitted to download files from Internet servers,

The only exceptions are:

The downloading of files for FUGRO related business purposes,

The downloading of software or patches by authorized ICT staff.

The use of downloaded material must strictly comply with the supplier's terms and conditions.

Anti-Virus

The Opco ICT Departments will install and configure a virus protection system on user desktops and portable systems.

It is not permitted to disable such anti-virus software or to modify specific configurations of Internet access software.

Other Internet services

Internet services not specifically mentioned as permitted in this policy are not allowed (gaming, chatting etc.). Should certain services be needed for business purposes, Fugro NV (via the appropriate OpCo Department) will investigate how these services can be offered whilst maintaining acceptable security levels.

Internet Access For Out Of Office Users

Browsing the Internet using Fugro equipment is only allowed via one of the Fugro Group Gateways (FGG). Connection to the FGG's can be made using any Internet Service Provider or the Fugro Global ISP dial network. Access to the Internet using Fugro equipment or facilities is only permitted by authorized persons

Fugro equipment will be installed with the necessary security measures. It will not be allowed to circumvent these measures in any way.

Monitoring

Fugro will, within the relevant legal limitations, scan, monitor, filter and log all traffic to and from the Internet for the purpose of management and security of the network and for the purpose of internal and business security. Fugro may block traffic to and from specific Internet sites for these purposes. Employees may not circumvent these security measures in any way.

In connection with the above, personal data relating to Fugro employees, such as information in connection with the use by the employees of the Internet, will be processed. All employees have the right to access the personal data processed and, in the event that the data is incorrect, incomplete or the processing is unauthorised, can request a correction, removal or blocking thereof. For this purpose, the employee may contact the ICT Department Manager.

The logs and summaries resulting from the monitoring and filtering activities will be made available to Fugro NV and/or to Opco management upon their request. All other parties that may have access to these logs, e.g. Fugro's IT security subcontractor, are bound by a confidentiality agreement. The logs and

summaries will not be kept longer than necessary for the purpose for which they have been created and in any event no longer than six months.

Disciplinary Action

Any breach of this policy is a disciplinary offence and will be dealt with in accordance with Fugro GEOs' disciplinary procedures.

A serious breach of this policy such, as one that exposes Fugro to the risk of unauthorised contractual, civil or criminal liability, may be classified as gross misconduct and will be dealt with as such under the appropriate disciplinary procedures.

Revisions

The Fugro NV Security Team will periodically review and update this policy to keep pace with the evolution of the Internet and related legislation. This will ensure consistency with other Fugro policies and accommodate changes in business requirements.

Change requests are to be addressed to the Regional Managers who are required to collate and consolidate these for approval by Fugro NV.

Remember:

If you abuse it, you will lose it.

Business Continuity Policy

Objective

Incidents of differing severity may strike critical resources within the business. To cope with the loss of any of these for any period of time, contingency plans are in place. IT resources are one part of this process. The complete contingency plan exists in a separate document.

The Policy

A plan exists for the recovery of computer software, hardware and data in the event of an incident that causes corruption and loss of service, and which demands recovery action. This plan is tested annually, to prove it's ongoing suitability and responsibilities are allocated to key personnel. This policy forms part of the ICT Acceptable Use Compliance Agreement and is bound by the conditions therein.

<u>Method</u>

Continuity and protection of service is achieved in a number of ways, depending on the severity of the incident.

Uninterrupted Power Supplies (UPS) are used to support the servers for up to 30 minutes of power loss (this covers the vast majority of supply problems, which tend to be of a few minutes duration).

All changes to the server's data are backed up nightly to a standard routine. In simple terms:

- Every day any changes to server data is backed up to tape,
- Every 7th day a full backup is mage and is taken off site for safe storage.
- A 16-week cycle is used and at the end of the 16th week the tape is archived to a Fire Safe.
- In the event of data loss, the maximum of 24hours of data will be lost.

Due to the physical characteristics of Fugro GEOS's domain, backups are processed in the local offices, based on the backup procedure.

Not all systems have maintenance contracts. The level of maintenance contract is determined by the business impact if the system is lost, and the ability to retrieve that information.

Any actual or suspected breaches of security or virus attack must be notified to the ICT Department, in order that data recovery may be undertaken and future prevention can be maintained.

Remember: Backups are designed to protect the system and the Company's' data.

Email Policy

Objective

To provide a means of communicating electronically which saves time and increases productivity.

The Policy

The electronic mail mechanism (Email) may be used for both internal and external messaging. For completeness, this section also covers fax from the desktop. This policy forms part of the ICT Acceptable Use Compliance Agreement set and is bound by the conditions therein. Fugro GEOS Email access is governed by the controls of Fugro NV. Fugro NV has therefore created an Email Acceptable Use Policy (EAUP).

Fugro employees must abide by the following principles while using the Email facilities:

- Use of the Email facilities is at the sole discretion of Fugro Opco management and is not a given right.
- Each employee's access to Fugro's Email facilities is conditional upon their signed acceptance, of the ICT Acceptable Use Compliance Agreement.
- Use of the Email facilities is intended primarily for business purposes. Occasional personal use may be allowed at the discretion of Fugro Opco management provided that it does not interfere with Fugro's activities and is not in breach of this EAUP.
- Only Fugro approved software and/or hardware may be used to access the Fugro Email facilities.
- All Email traffic (whether incoming or outgoing) will, within the relevant legal limitations, be scanned, monitored, filtered and logged for the purpose of management and security of the network and for the purpose of internal and business security. Personal data of Fugro employees, such as data in connection with the use of Email facilities, will be processed.
- It is not permitted to circumvent these security measures in any way.
- Fugro employees must abide by any local, national or international law, or any other rules and regulations that relate to e-mail usage.
- All use that could damage the reputation or interests of Fugro or could potentially damage or harass others is not permitted.
- All employees are required to respect the need for information security.
- Fugro employees are not permitted to access Web based e-mail facilities other than those approved or provided by Fugro.
- It is not permitted to send e-mail or e-mail attachments that are pornographic, profane, obscene, slanderous, libellous or abuse others' right to confidentiality and privacy or defame or discriminate on any grounds. Be aware of the fact that what seems to be a joke to one person, might be offensive to another.
- "Spamming" or impersonating others is also not permitted.
- Subscribing with a Fugro Company e-mail address to mailing lists for other than business purposes is not allowed.

- Fugro will scan all Fugro e-mail traffic for malicious content (viruses, etc.) and may block and/or delete e-mail for security reasons in accordance with the E-mail Acceptable Use Policy.
- Forwarding or distribution of "chain" emails is not allowed.
- Emails to clients or other outside contacts shall be formally worded and shall contain a standard AutoSignature and confidentiality statement, in the following format:

First name or initials and last name (10pt Arial Black)

Position/function (8pt Arial Italic Dark Grey) Company, City tel: +999999999/fax: +999999999/Email xxxxx@xxxxx.xxx Address street, City, Country

Please note:

- The information contained in this message is privileged and confidential and intended only for the use by the addressee. If you are not the intended recipient you should not read, copy, distribute or otherwise use the information;
- Fugro Global, Environmental & Ocean Sciences accepts no responsibility for loss or damage of any kind arising from the use of this message;
- If you have received this message in error please notify sender immediately and delete the message. (8pt Arial Dark Grey)

Fugro Oceanor shall substitute their company details.

<u>Method</u>

General

Extreme care must be exercised over the content of all communications. Whether being sent outside Fugro GEOS or not, Email or Fax must conform to the same standards as written documents, i.e. they are subject to the laws of defamation.

Casual remarks made via Email are more difficult to defend than those made on the telephone!

Remember that Email is a very impersonal means of communication and therefore, consideration is needed whether a personal (verbal) or telephone communication would be more appropriate. It is a very useful medium for communication of facts, data requests and for organising meetings etc. However, if the message concerns people at a personal level, especially if personal criticism is involved, then it should not be used, as it will corrupt relationships within the company.

- Do not send trivial messages.
- Do manage your Email directory and remember that deleting an email does not necessarily remove it from hard disc (it may be retrieved if required).
- Do not unnecessarily copy or print Emails.

Outlook Functions

Part of the software, which is used to handle Emails (Microsoft Outlook), also enables a personal diary to be set up. This has a system for easily arranging meetings by enabling the organiser to see when employees, rooms and other resources are available. It is an excellent communication system, providing that all employees participate. Therefore, all those who have been provided with this Email facility should use the calendar and meeting functions. In addition, all users are asked to use the Out of Office function when appropriate

Private Use

Private messages are allowed in moderation, as is use of the telephone. Please be aware, that all Email usage is monitored, as part of our security policy. For example any file attachments sent or received are subject to the virus checking procedure and contents checking, (as this is the route which virus writers use to infiltrate the network).

Internal Email

Internal mail is subject to all the rules and regulations that external mail must abide to.

External Email

The Internet Policy applies to external Email. In addition:

- Never send confidential messages.
- Never enter into contractual commitments unless authorisation has been given.
- Always seek read receipt for important messages.

For security reasons, the connection to the outside world is monitored for contents and will be stopped if deemed inappropriate. This may mean that a delay of up to 5 minutes may be experienced

Fax (Forecast benches)

There is a separate Fax server that handles messages. This is available in Singapore at present. All the preceding rules apply. Only registered Users are able to fax out directly.

Backups

A back up facility has been set up whereby your Outlook mailbox (assuming it is held on the server) will be automatically backed up each night and the data then stored for the 16-week backup period before being deleted. Users must ensure his/her system has been set up for this by the ICT department. Monitors should be turned off at night to minimise the fire risk. At present, a full back up is performed each Friday night. Between Monday to Thursday night incremental back ups are run.

Attachments

Please ensure that you are aware of the combined size of any Email plus attachments and restrict them to below the agreed level of 30Mb. This level has been set by the ICT Department and may be changed under consultation with each user. Please also be aware that even a 1Mb file takes several minutes to send. (Even though this is not apparent from individual PCs). Therefore, there is great potential for clogging up the system. So files should be "zipped" where possible. If it is critical to the business to send larger files, please inform the ICT Department.

Address Book

To keep the address book up to date, line managers are requested to inform the Administration Office of any changes (leavers, joiners or name changes).

Remember:

Think before you open Check before you send

Virus Checking Policy

Objective

To ensure that Fugro GEOS's computers are protected from malicious attack, denial of service and kept virus free.

The Policy

All information/data that is introduced onto Fugro GEOS computers or network will be checked for viruses on entry. Incidents will be recorded for statistical purposes. This policy forms part of the overall ICT Acceptable Use Compliance Agreement set and is bound by the conditions therein.

<u>Method</u>

There are a number of vulnerabilities that potentially expose our systems to attack:

- Media brought into Fugro GEOS, e.g. floppy disc, CD
- Connection to the "Internet"
- Dial in by remote users
- External Email
- IPAQs, PDA's and other hand help computer devices.

Every Fugro GEOS computer contains virus-checking software from one of the recognised providers. Software updates are supplied automatically on a regular basis and may have to be automatically updated in normal working hours.

Media: The virus checker on each computer will check the content. Please note that software can only be installed by a member of the ICT Department.

Connection to the Internet is protected by a Firewall and monitored. Connection to certain web sites is restricted.

External Email: In this case, the FGG mail server also contains a content checker that will quarantine messages that contain recognised or suspected viruses and attachments of an executable type. All quarantined messages are inspected by the ICT Department and either deleted or passed on (if deemed to be OK). Junk and Spam mail are automatically removed.

The key to keeping the Fugro GEOS network clean rests with the users. Trust nobody, be suspicious of anything strange and report all incidents (however trivial) to the ICT Department.

Remember:

Report anything unusual or suspicious to ICT

Support Policy

Objective

To ensure that Fugro GEOS's resources are covered by adequate maintenance and administration procedures, and that these procedures are communicated to all employees in order that any action needed to invoke support is second nature.

The Policy

Regular monitoring is conducted to keep the process up to date. Where practical, preventive maintenance is performed. This policy forms part of the overall ICT Acceptable Use Compliance Agreement and is bound by the conditions therein.

- It is the responsibility of all network users to maintain a secure password to the network. Passwords shall be at least 6 characters long and shall be changed at least every 6 months (the system will prompt you to do this). Passwords shall be chosen so they are not obvious to anyone else and shall not be divulged to other users for any reason.
- Users must set Windows NT Security 'Lock Workstation' (Ctrl-Alt-Del) to safeguard their PC while it is unattended. Prior to this, they must save their documents. Do not set a screensaver password as it prevents the PC from being used by other staff should this be necessary.
- At the end of each working day, log off the network and switch off the monitor and any peripherals. Do not switch off the processor, except before a weekend, unless requested by IT Support. If you need to leave it on for any reason, please contact IT Support.
- Equipment that is not used routinely (e.g. scanner) shall be switched off at the end of every day.
- PC hardware shall be treated with care and users shall take reasonable precautions to protect equipment from spillage of food or drink, or from other damage. Standard CPUs are best located under the monitor in the horizontal position. Tower CPUs are best located in the vertical position under your desk.

Method

The levels of ICT Service provided and what to do if Support is needed, is maintained in a separate document, *ICT Service levels and support*. It is the responsibility of Department Heads/Line managers to educate their staff in the detail of using the support.

Not everything, that has a plug on it, is supported by the ICT Department, but ICT will endeavour to help and/or advise whom to contact. Currently covered by ICT are – Network, Computers (but not IPC's), telephones, photocopiers, printers, scanners and faxes.

Although the first point of contact is with ICT Department, there are a range of third party agreements in place that cover our equipment. The service contract depends on how critical the equipment is to the business.

Any complaint regarding how an individual or their problem is dealt with, may be taken to the their Line manager. The statistics collected are used to forecast upgrades to resources, in order that an acceptable service can be maintained.

Remember:

If in doubt, call the ICT out

ICT Acceptable Use Compliance Agreement

To protect and uphold the reputation, assets and interest of Fugro, our partners, affiliates and customers, Fugro has a duty to implement an appropriate level of security for its activities.

Fugro's Internet Acceptable Use Policy and E-mail Acceptable Use Policy form a part of this security and are expressly covered by this Agreement.

I hereby acknowledge that I have read and understood Fugro's Internet Acceptable Use Policy and E-mail Acceptable Use Policy and confirm that I will comply with these policies.

I further accept the presence of the ICT scanning, logging, filtering and monitoring systems installed by Fugro and described in the Internet Acceptable Use Policy and E-mail Acceptable Use Policy and understand they are there to protect the interests of the business.

I understand that non-adherence to Fugro's security policies and procedures and specifically the Internet Acceptable Use Policy and the E-mail Acceptable Use Policy can result in a disciplinary process, which could lead to my dismissal from Fugro.

4

Fugro Organisation
Employee name
Date
Signature

10. ACCOUNTS CODES

10.1 General

Every purchase and payment, including all expense claim items, shall be allocated an account code. There are three separate groups of account codes:

- Codes for balance sheet items.
- Codes for contract sales and costs.
- Codes for non-contract expenditure.

If for any reason non-contract expenditure is to be cross-charged to another Fugro GEOS company then this should be clearly stated. Any cross-charges will be handled by the Accounts Department.

All staff should note that all Accounts-related information, in particular, is to be completed in an accurate and timely manner as the Accounts Department works to predetermined deadlines, which are fixed by Fugro NV and are not negotiable. These are advised to Top Management, quarterly in advance.

10.2 Capital Expenditure/Fixed Assets

There is only one Capital Expenditure code in regular use outside the Accounts Department:

A99 KZQ Capital expenditure/fixed assets.

10.3 Contract Costs

All contract costs shall be coded with a Contract Number and a Cost Code.

The Contract Number is in the form:

B or Cxynnn

Where C is an External Contract and B is and Internal Contract, where x and y are as stated in the following tables and nnn is the project sequence number generated through ORCA:

х	v	у	
0	Ocean Numerics	0	Fugro GEOS Limited, UK
1	Seasense	2	Ocean Numerics Limited, UK
2	Seasystems	3	Fugro GEOS, Curaçao
3	Structural Monitoring	4	Fugro GEOS Pte Ltd, Singapore
4	Seacast	5	Oceanor ASA, Norway
5	Seadata	6	Fugro GEOS Inc, USA
7	Seawatch	7	Fugro GEOS Pty Ltd, Australia
8	River / Soilwatch	8	Fugro GEOS Sdn Bhd, Malaysia
		9	Fugro GEOS BV, The Netherlands

External Client Contracts (C)

Internal PseudoContracts (B):

х		У	
7	Development Contracts	1	Development associated with Seasense
		2	Development associated with Seasystems
		3	Development associated with Regional Overhead
		4	Development associated with Seacast
		5	Development associated with Seadata
		6	
		7	Development associated with Seawatch
		8	Development associated with River/Soilwatch
		9	Corporate-wide issues or those associated with more than one Division

All B7 Contracts are co-ordinated by the ICT Manager

х		у	
9	Administrative-Contracts	1	Technical Maintenance and Support
		2	Sales & Marketing
		3	Collaborative and other legal Agreements
		4	Master Service Agreements with Clients
		5	Administration (e.g. QA, HSE, Insurance)
		6	Societies, Committees & Government Agencies

There is no B97 category. All B9 Contracts are co-ordinated by the Commercial Director.

Prospects and Quotes are similarly structured, although costs are not allocated to them.

abc

The Cost Code is in the form:

where **ab** is selected from the following table:

SC Stock withdrawals SE External equipment hire SF Fabrication costs SG Equipment damage or repair SL External labour SM Agent's Fees SN Communications Costs SO Other SV Vessel charter Internal Labour - use on time sheets only IA Project management time IB Reporting time IC Site time ID Equipment preparation, mob/demob time HV Rework HW Technical Review (IFQ on UK timesheets) HX System Build HY System Build				
SB Equipment purchases SC Stock withdrawals SE External equipment hire SF Fabrication costs SG Equipment damage or repair SL External labour SM Agent's Fees SN Communications Costs SO Other SN Communications Costs SV Vessel charter Internal Labour - use on time sheets only IA Project management time IB Reporting time IC Site time ID Equipment preparation, mob/demob time HV Revork HW Technical Review (IFQ on UK timesheets) HX System Design (IGQ on UK timesheets) HZ System Test (IJQ on UK timesheets)	Sub-0	Contract Services (General)	Sub-0	Contract Services (Fugro Group)
SCStock withdrawalsSEExternal equipment hireSFFabrication costsSGEquipment damage or repairSLExternal labourSMAgent's FeesSNCommunications CostsSOOtherSRReporting costsSVVessel charterInternal Labour - use on time sheets onlyIAProject management timeIBReporting timeICSite timeIDEquipment preparation, mob/demob timeHVReworkHWTechnical Review (IFQ on UK timesheets)HXSystem BuildHZSystem TestIJQ on UK timesheets)HZSystem TestHZSystem TestHZSystem TestILDEuglon UK timesheets)HZSystem TestHZSystem TestKIStatimesheets)HZSystem TestKIStatimesheets)HZSystem TestKIStatimesheets)KIStatimesheets)KISystem TestKISystem Test	SA	Laboratory analysis	SW	Fugro Group 'domestic' sub-contract project costs
 SE External equipment hire SF Fabrication costs SG Equipment damage or repair SL External labour SM Agent's Fees SN Communications Costs SO Other SO Other SV Vessel charter Internal Labour - use on time sheets only IA Project management time IB Reporting time IC Site time ID Equipment preparation, mob/demob time HV Rework HW Technical Review (IFQ on UK timesheets) HX System Design (IGQ on UK timesheets) HZ System Test (IJQ on UK timesheets) HZ System Test (IJQ	SB	Equipment purchases	SX	Fugro Group 'international' sub-contract project costs
SFFabrication costsSGEquipment damage or repairSLExternal labourSMAgent's FeesSNCommunications CostsSOOtherSRReporting costsSVVessel charterInternal Labour - use on time sheets onlyIAProject management timeIBReporting timeICSite timeIDEquipment preparation, mob/demob timeHVReworkHWTechnical Review (IFQ on UK timesheets)HXSystem DesignHZSystem TestHZSystem Test <td>SC</td> <td>Stock withdrawals</td> <td>SY</td> <td>Fugro GEOS Group sub-contract project costs</td>	SC	Stock withdrawals	SY	Fugro GEOS Group sub-contract project costs
SG Equipment damage or repair SL External labour SM Agent's Fees SN Communications Costs SO Other SV Vessel charter Internal Labour - use on time sheets only IA Project management time IB Reporting time IC Site time ID Equipment preparation, mob/demob time HV Rework HW Technical Review (IFQ on UK timesheets) HX System Design HZ System Test HZ System Test	SE	External equipment hire		
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SM Agent's Fees SN Communications Costs SO Other SR Reporting costs SV Vessel charter Internal Labour - use on time sheets only KS IA Project management time IB Reporting time IC Site time ID Equipment preparation, mob/demob time HV Rework HW Technical Review (IFQ on UK timesheets) HX System Design (IGQ on UK timesheets) HY System Test (IJQ on UK timesheets) HZ System Test (IJQ on UK timesheets) HZ System Test (IJQ on UK timesheets)	SG	Equipment damage or repair	KD	Capital items/consumables purchased for direct resale
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HZ System Test (IJQ on UK timesheets) (LP Per diem allowance) Not to be used until further no LS Hotels and subsistence	HX	System Design (IGQ on UK timesheets)	LF	Freight/courier costs
LS Hotels and subsistence	HY	System Build (IHQ on UK timesheets)	LG	Entertaining
	ΗZ	System Test (IJQ on UK timesheets)	(LP	Per diem allowance) Not to be used until further notice
LT Travel costs			LS	Hotels and subsistence
			LT	Travel costs

and **c** is selected from the following table:

Fugro GEOS Netherlands	F	Fugro GEOS USA	Ν
Fugro GEOS Malaysia	К	Ocean Numerics	Р
Fugro GEOS Singapore	L	Fugro GEOS UK	Q
Oceanor ASA, Norway	Μ		

Example: C14300 LTL Client contract (C), Seasense division (1), held in Singapore (4), sequential number 300, travel costs (LT) to be paid by Singapore accounts (L)

Sub-Contract Services cost codes are only to be used when Fugro GEOS has sub-contracted elements of a contract to a sister company. They are not to be used for recharges of costs paid on our behalf. 'Domestic' means either:

- 1. Sub-contract services provided to Fugro GEOS UK by another UK Fugro company or,
- 2. Services provided to Fugro GEOS Inc by another US Fugro Company.

All other services are regarded as 'International'.

10.4 Area/Overhead Costs

These codes are to be used when completing expenses and timesheets etc., where the time / cost is not chargeable to a specific Contract (either Internal or External).

All area/overhead costs shall be coded with a three character Area Code followed by a three character Cost Code.

Area codes are in the form: **A or Dnx**

X where Anx or Dnx are selected from the following table:

An or Dn	A = Operational; D = Non-operational	x
A1 📃	Seasense	1
A2	Seasystems	2
A3	Structural Monitoring	3
D3	Regional Overhead	
A4	Seacast	
A5	Seadata	
A6	Seaquest	
A7	Seawatch	
D7	IT Support and Development	
A8	River / Soilwatch	
D8	Workshops	
D9	Corporate Overhead	

x	
1	Employment costs
2	Office accommodation
3	General/sundry expenditure

The Cost Code is in the form:

abc

where **ab** is selected from the following table:

Non-Contract Equipment Costs - D84			al Costs
BA	External equipment hire	FA	Insurance premiums
BB	Spares not directly for a contract	FB	Legal/professional fees
BC	Calibrations, repairs	FC	Financial audit fees
BH	Duty	FD	Staff subscriptions
GA	Sundry consumables	FE	Bonds & guarantees
GD	Non-contract equipment freight	FF	Bank charges
		FG	Corporate subscriptions/donations
Emplo	oyment Costs	FH	Foreign exchange differences
DK	Recruitment costs - interview expenses & agency	FJ	Agency fees
	placement fees & Job adverts	FK	Training
DL	Relocation costs - costs of permanent relocation from	FL	QA Audit fees
	one office to another	FN	Conference/seminar fees
DM	Medical expenses/insurance - non-UK offices	GA	Consumable materials
DN	UK staff employed in overseas offices -	GB	Subcontract services (e.g. photocopying)
	accommodation costs	GC	Subcontract labour
		GD	Freight/courier
Office	Accommodation Costs	GE	Hotels & subsistence (e.g. meals/snacks)
CA	Office rent/rates	GF	Travel
CB	Electricity	GG	Entertainment
CC	Gas	GH	Telephone/fax
CD	Water	GI	Data communications
CF	Building maintenance	GJ	Computer maintenance
CG	Waste disposal	GK	Postage
CI	Office cleaning	GL	Marketing/corporate advertising
CJ	Other	GM	Stationery
CL	Insurance	GN	Library (books & periodicals)
CN	Crew flat	GP	Software purchases
		GQ	Health & Safety (incl. Medicals)
		GR	QA
		GT	Canteen/office canteen supplies/staff welfare
		GO	Other

and **c** is selected from the following table:

- Fugro GEOS Netherlands F
- Fugro GEOS Malaysia K
- Fugro GEOS Singapore L
- Oceanor ASA, Norway M
- Fugro GEOS USA N
- Ocean Numerics P
- Fugro GEOS UK Q

Example: D93 GFQ

Corporate Overhead (D9), General / sundry expense (3), Travel costs (GF) to be paid by Wallingford accounts (Q)

11. EMPLOYMENT

In regional offices, the local employment law will prevail and the Company undertakes to follow fair procedures with regard to employment issues.

11.1 Recruitment

11.1.1 Job Applications & Enquiries

All incoming ad-hoc enquiries shall be forwarded to the Personnel Officer who shall issue a standard acknowledgement letter and shall forward the enquiry to the appropriate Director / Manager. If it is decided to proceed with the enquiry, then the procedures detailed below shall be followed.

When seeking to fill a specific post, the Personnel Officer shall assist the Director / Manager in the preparation and placement of advertisements. A file for responses shall be opened. A standard acknowledgement letter must be sent to all applicants immediately on receipt of their application. After applications have been screened by the appropriate person(s), a short list of applicants shall be drawn up, rejection letters sent to unsuccessful candidates and the records filed.

Interviews shall be arranged and co-ordinated through the Personnel Officer. Offers of employment, modifications to terms, and secondments to other offices must be co-ordinated by the HR Manager. Divisional Directors may be involved in the initial process and during any subsequent negotiations. The offer letter must be prepared in a standard format by the Personnel Officer (to ensure that all appropriate formalities are observed) and must be reviewed and issued by the Regional Director or the Managing Director.

No deviations from, nor amendments to, Fugro GEOS' standard terms and conditions of employment are to be made without prior approval from the Managing Director and must at all times be made in full consultation with the HR Manager.

On acceptance of a position, the Personnel Officer shall open and maintain a personnel file, which shall contain, as a minimum:

- Offer letter
- References if taken up
- Confirmation letter
- Contract of employment
- Any subsequent correspondence related to changes in terms of employment
- Appraisal records
- Sickness / disciplinary / grievance records

Shadow files for non-UK employees must be provided to the HR Manager, based in Wallingford. The Personnel Officer shall issue rejection letters to unsuccessful short-listed candidates and the records filed.

11.1.2 Staff Grading

There is no rigid grading system. However there are five key scientific grades:

- Oceanographer / Engineer / Estimator / Meteorologist
- Project Oceanographer / Engineer / Estimator / Meteorologist
- Senior Oceanographer / Engineer / Estimator / Meteorologist
- Principal Oceanographer / Engineer / Estimator / Meteorologist
- Consultant Oceanographer / Engineer / Estimator / Meteorologist

Recruitment and subsequent promotion is on the basis of experience, qualifications and knowledge in the relevant discipline. The Company reserves the right to take up appropriate references for all recruits. Employees may also be required to provide evidence of academic and professional qualifications and to undergo a pre-employment medical examination. Copies of the appropriate certificates will be kept in the individual's training file.

11.1.3 Equal Opportunities

Fugro GEOS is committed to equal opportunity in employment, administration of personnel policies, benefits, recreational programmes and training opportunities and will not discriminate on the basis of race, colour, religion, age, gender, pregnancy, national origin or ancestry. It is Fugro GEOS' intention to recruit, compensate, train, promote and provide fair treatment to employees and applicants on the basis of merit and will endeavour to choose the candidates best qualified.

Additionally, Fugro GEOS prohibits discrimination or unfair treatment of any individual with a disability. If the applicant or employee believes that they require a reasonable accommodation in order to perform the essential functions of a position, a written request for such accommodation should be made.

11.2 General

11.2.1 Secondments & Other Modifications to Employment Terms

Discussions relating to the secondment of an employee to another office is likely to be initiated by a Divisional Director, but must be co-ordinated by, and fully discussed with, the HR Manager throughout any negotiation process. Any secondment offer must be reviewed and ultimately issued by the Regional Director responsible for the office to which the secondment is taking place, or by the Managing Director.

No deviations from, nor amendments to, Fugro GEOS' standard terms and conditions of employment are to be made without prior approval from the Managing Director and must at all times be made in full consultation with the HR Manager.

11.2.2 Curricula Vitae

As required, each employee shall complete a Curriculum Vitae in the standard Company format, detailing qualifications, training and experience gained both within the Company and during previous employment. As a general guideline, all managerial and scientific employees require a Company CV but not Administration or ICT.

Company-format CV's are available via the Intranet as read-only files. They will be issued annually to individuals for updating, but may also be updated by individuals at any time. This will be co-ordinated by Administration.

11.2.3 Chartered Status

Scientific grades shall be encouraged to obtain membership of a relevant recognised body, e.g. Chartered Marine Scientist with the Institute of Marine Engineers, Scientists and Technicians (IMarEST).

11.2.4 Variable Hours Scheme - Wallingford

Fugro GEOS operates a Variable Hours working scheme. This was introduced to accommodate the needs of full time staff, all of whom have different pressures on their time both inside and outside of work. However, the scheme cannot be allowed to have an adverse influence on work schedules (be they contractual obligations, deadlines or meetings etc) and therefore, Line Managers will have the authority to suspend an individual's participation of the scheme.

Rules

- Arrival between 08.00 and 10:00 (selected time can be 08:00, 08:30, 09:00, 09:30 or 10:00); departure between 16:30 and 18:30 (selected time can be 16:30, 17:00, 17:30, 18:00 or 18:30).
- Each individual must have worked their contractual 7¹/₂ hours each day.
- Each individual must be in the office during the core working hours of 10.00-12.00 and 14.00-16.30.
- It is not permissible, as part of this scheme, to work through lunch break and leave early.
- There will be no accrual of extra time worked during a day.
- Weekend work shall be dealt with outside this Scheme. (See Section 7, Allowances and Expenses.)

All requests to participate must be submitted sufficiently in advance to Line Managers. A time will be agreed, and adhered to. The degree of variability in timing from week to week will be left to the discretion of Line Managers, but it is important to aim for stability in set hours to help the Company's longer-term planning and to ensure adequate cover during standard working hours. Critical liaison with overseas offices must also be given full consideration.

Those staff participating in this scheme and gaining benefit from the added flexibility that it affords will be expected to make every effort to make their personal appointments (doctors, dentists etc) outside of their $7\frac{1}{2}$ hour working day.

11.2.5 Staff Suggestion Scheme

The objective of the Staff Suggestion Scheme is to provide a mechanism for submission of ideas or suggestions about improving procedures, cutting costs, enhancing quality or modifying any aspect of the work environment which might benefit the Company or its employees. Ideas may cover any working practices either in the office or out on site.

Details on the Scheme are available via its dedicated page on the Intranet.

11.2.6 Spot Bonuses

Any Line Manager may recommend his or her staff for a spot bonus for exceptional commitment to the goals and objectives of Fugro GEOS, deemed to be over and above the call of duty. Line Managers should make their recommendations to the appropriate Regional and / or Divisional Director, who shall (if in agreement) forward the recommendation to the Managing Director for final approval.

Letters to employees who have been awarded a spot bonus should be from the appropriate Regional, Divisional or Managing Director. The spot bonus of £300 or equivalent is payable through salary.

11.2.7 Substance Abuse Policy

Fugro GEOS has formal policies relating to Drug and Alcohol (SP222) and No Smoking (SP223) which are documented in the Company's HSE Management System Manual.

11.3 Training & Development

11.3.1 Induction Training

The Personnel Officer shall arrange for all new permanent employees to be issued with an Induction Handbook and to undertake the Induction Training Programme detailed within it. This programme shall be completed within specified time scales and a record of completion shall be kept on the individual's personnel file. It includes initial training in Company procedures and a review of training needs with the Line Manager during the probationary period. Copies of the local Induction Handbook are available from the Personnel Officer.

Temporary or contract employees shall undertake all or part of the Induction Training Programme as appropriate to their employment. The extent of this training will be agreed with the Personnel Officer. They will not normally be issued with the above handbook.

It is the responsibility of the Personnel Officer, in consultation with the QA Representative, to ensure that all new employees are made aware of the Fugro GEOS Quality System and its requirements. All employees whatever their employment status, shall have ready access to a controlled copy or electronic version of the documents if they are not themselves copy holders.

11.3.2 Introduction to the Fugro GEOS Network

New employees shall undergo training specifically with regard to the structure and use of the Fugro GEOS network. This training is supplemental to Section 9, Information and Communications Technology. The training notes are found on the Software Handouts and Information page of the Intranet. Also contained within the training notes is the DSE Set up and Self-Assessment Procedure, which all Users are encouraged to carry out whenever a significant change to their workstation has taken place.

11.3.3 Appraisals

It is Company policy that employee performance shall be reviewed on a regular basis, normally annually. The maximum period between appraisals shall not exceed three years. A Director will nominate the reviewers for each employee. Employees must fill in a Staff Appraisal Form, issued by the Personnel Officer, before their appraisal, which is reviewed and completed during the interview. The Personnel Officer shall keep these forms in a confidential personnel file. On request a copy shall be provided to the reviewer.

As part of the appraisal process, employee questionnaires are completed, which solicit feedback from employees on a variety of issues related to their work environment, employment and overall perceptions of the organisation. The responses are collated and analyses performed by the Personnel Officer to identify significant trends and areas for improvement.

11.3.4 Training Plan

After completion of appraisals, the Regional Director shall formulate a training plan for the following twelve months, which shall be kept under review during the year. This plan will be based upon employees training requirements, as identified on the Training Needs Form (last page of the Appraisal Form). Training incorporated within the plan may include any of the following:

- Work experience under the supervision of a qualified employee.
- Experience at an approved external agency.
- Internal training courses.
- External training courses.
- Attendance at technical conferences or seminars.

11.3.5 Training Courses

Employees wishing to attend external training courses, conferences, seminars or professional and vocational courses shall submit a Training Request Form (ADMIN016), together with brief details of the course, to the Personnel Officer who shall obtain approval for attendance and arrange for it to be booked.

On completion of the course, the employee shall complete the Course Assessment part of the Training Request Form and submit it to Personnel, together with any attendance (or examination) certificates received. This form and any certificates received shall be filed in the Training Record file.

In-house training, including brief details of the course content, shall also be recorded on an individual's Training Record file.

Third-party training course providers shall be assessed as part of the Approved Suppliers Process (See Section 5, Purchasing).

11.3.6 Additional Training Needs

When training needs arise, which are not included in the training plan, the Personnel Officer, in consultation with a Director, shall arrange for the appropriate training to be provided. As workload permits, arrangements shall be made for employees to gain experience in different technical disciplines across all activities of the Company.

11.3.7 Training Records

A Training Record file shall be maintained for each employee, which shall be held at the employee's base location. Should an employee be permanently transferred or seconded on a long-term basis (i.e. for a period of more than six months) to another Fugro GEOS office, the training file shall also be transferred. As a minimum, it should contain the following information:

- Listing of all external and internal training undertaken, including work experience carried out for training purposes.
- Certificates/Qualifications copies of training course attendance/examination certificates
- Personal Details (field staff only)
 - (Offshore) Training and Medical Record Form
 - Offshore Survival Certificate(s)
 - Offshore Medical Certificate(s)

Some staff details may be held separately to suit operational or other requirements, and this may include driving licences and passport details.

11.4 Absence from Work

11.4.1 Leave Entitlement

Annual leave entitlement is stated on an employee's Contract of Employment and annual leave must be approved in advance by an employee's Line Manager. In addition to the annual leave entitlement, each employee is entitled to the statutory public holidays, unless this is stated otherwise in the Contract of Employment.

In certain circumstances, unpaid leave will be granted to an employee, subject to their Line Manager's and a Director's approval. Unpaid leave is normally only granted for periods less than 3 months.

In appropriate cases, female employees are entitled to receive statutory maternity pay and to take maternity leave. Male employees are entitled to take paternity leave which consists of one weeks' full pay followed by one week of statutory pay. Both maternity leave and paternity leave are subject to the qualifying rules as laid down by the Government. If the employee returns to work, their service with Fugro GEOS will be counted as continuous.

Compassionate leave may be granted in extenuating circumstances and at the discretion of the Line Manager. For general guidance, 1 day's leave is given to allow an employee to attend the funeral of a close friend or relative, and 3 day's leave in the case of the death of an immediate relative (e.g. parent or sibling).

Please refer to the HR Manager for specific rules regarding leave of absence in special circumstances.

11.4.2 Sickness Absence Procedure

The following describes the Sickness Absence Procedure applicable to all employees of Fugro GEOS Limited in the UK. Regional Offices outside of the UK will have different procedures to meet the requirements of local legislation.

The following procedures must be adhered to:

- Staff must notify absence by telephoning their Line Manager before 10:00am on the first day of absence. If their Line Manager is not available they should speak to the HR Manager or to a company Director. They must indicate the reason for absence and the length of time that the illness may be expected to last.
- When they call in on the first day, the member of staff should agree with their Line Manager a
 procedure for notifying any subsequent days' absence. For short term illnesses staff should be
 expected to call the office each day. For longer-term illness or for absence covered by a doctor's
 certificate a less frequent notification may be agreed. However they should normally be asked to call
 their Line Manager at least once a week to confirm their continued absence due to illness and to
 update their manager on the date of their likely return to work.
- Where staff do not comply with the notification procedures above, their absence will be deemed to be annual leave, and will be deducted from their leave allowance. However, Line Managers may use their discretion to override this in cases of genuine emergency or serious illness.
- Staff who have been absent due to sickness should fill in the Absence / Self-Certification Form (Admin069) on their return to work. Any absence of more than seven elapsed days (including weekends and bank holidays) must also be supported by a doctor's certificate.
- On return to work, all staff will be required to undergo a brief discussion with their Line Manager to ensure that they are fit to return to their duties, to see if any help is needed and to ensure that all related paperwork is completed. A Return to Work Interview Form (Admin070) may be used.
- Staff are not able to declare a sick day whilst on annual leave or over a Bank Holiday.
- Sickness absence figures will be continuously monitored throughout the year.
- Arrangements <u>may</u> be made for a Doctor of the Company's choice to examine any staff who are often sick or have a long-term medical condition (in line with each employee's Contract of Employment).
- Cases will be dealt with, and where necessary further procedures instigated, on an individual basis, taking into account all relevant factors.

The Company is not legally required to pay full pay to any individual whilst they are on sick leave. However, the following guidelines may be adopted to determine the number of cumulative sickness days throughout a 'tax year', which the Company may elect to cover with full pay, according to an individual's length of service:

For up to 6 months service	$5~{ m days}$ (in one whole part or in any combination of days making up to 5 in total)					
6 months - 1 year service	10 days (ditto)					
1 - 2 years service	20 days (ditto)					
2 - 5 years service	60 days (ditto)					
5+ years service	130 days (ditto, though after 26 weeks continuous absence, the Company's					

Permanent Health Policy may be used which pays up to 50% of annual salary)

As there is no obligation on the Company to pay full pay for sickness absence from work, any payments they chose to make are done so entirely at their discretion and the Company reserves the right to withhold salary payments on a case by case basis. The only statutory requirement is that Statutory Sick Pay, for which there is a 3-day qualifying period, be paid when applicable. Accrual of annual leave, whilst on long-term sick leave, will also be at the discretion of the Company.

11.5 Disciplinary and Grievance Procedures

11.5.1 Disciplinary Procedure

At all times, the Company will follow the requirements for discipline and dismissal as set out under current UK Employment Legislation. The following clauses are provided for clarification and will be applied to all employees who have completed at least one year's continuous employment. The Company will not be obliged to follow the procedures outlined for those employees who have been employed for less than one year.

The purpose of disciplinary procedures is to encourage employees to behave and perform their duties in a way that ensures that they make a useful contribution to the Company's activities. In the event of an employee failing to respond to disciplinary warnings, procedures will be followed with complete impartiality and without discrimination.

General

Disciplinary offences can be broadly separated into two categories:

- Misconduct and unsatisfactory work performance.
- Gross misconduct.

Procedure

- No disciplinary action will be taken against an employee until the case has been fully investigated.
- At every stage in the procedure an employee will be advised of the nature of the complaint against him or her and will be given the opportunity to state his or her case before any decision is taken.
- At all stages an employee will have the right to be accompanied by an employee representative or work colleague during the disciplinary interview.
- No employee will be dismissed for a first breach of discipline except in the case of gross misconduct when the penalty will be dismissal without notice or payment in lieu of notice.
- An employee will have the right to appeal against any disciplinary penalty imposed.
- The procedure may be implemented at any stage if an employee's alleged misconduct or unsatisfactory work performance warrants such action. A subsequent offence need not be of the same nature as an earlier offence; the procedure is cumulative.

Warnings

Minor faults will be dealt with informally. For more serious breaches of discipline the following procedure will be used. Note that where facts and circumstances otherwise require, this procedure may not always be followed stage by stage.

Stage 1 - Oral Warning

If conduct or performance does not meet acceptable standards an employee will normally be given an ORAL WARNING. He or she will be advised of the reason for the warning, that it is the first stage of the disciplinary procedure and of his or her right of an appeal. A brief note of the warning will be kept but it will be spent after six months, subject to satisfactory conduct and performance.

Stage 2 - Written Warning

If the offence is a serious one, or if a further offence occurs, a WRITTEN WARNING will be given to an employee by his or her Line Manager. This will give details of the complaint, the improvement required and the time scale. It will warn that action under Stage 3 will be considered if there is no satisfactory improvement and will advise of the right of appeal. A copy of this written warning will be kept on the employee's confidential file but it will be spent after twelve months subject to satisfactory conduct and performance.

Stage 3 - Final Written Warning

If there is still a failure to improve and conduct or performance is still unsatisfactory, or if the misconduct is sufficiently serious to justify dismissal (in effect both first and final written warning), a FINAL WRITTEN WARNING will normally be given to an employee. This will give details of the complaint, will warn that dismissal will result if there is no satisfactory improvement and will advise of the right of appeal. A copy of this formal written warning will be kept on the employee's confidential file but will be spent after twelve months (in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

Stage 4 - Dismissal

If conduct or performance is still unsatisfactory and an employee still fails to reach the prescribed standards, DISMISSAL will normally result. The decision to dismiss can only be taken by the Managing Director. The employee will be, as soon as reasonably practicable, provided with written reasons for dismissal, the date on which employment will terminate and the right of appeal.

Appeals

An employee who wishes to appeal against a disciplinary decision should inform the Company within two working days. The Managing Director will hear all appeals and his decision is final.

Incapability

Where the Company considers that an employee does not possess the requisite skill or aptitude for the job, the Company will advise the employee of the shortcomings, give adequate opportunity for improvement and ultimately warn the employee that if performance does not improve within a reasonable time, the employee will be dismissed, with notice.

Misconduct & Unsatisfactory Work Performance

Examples of misconduct or unsatisfactory work performance that could lead to an oral or written warning are listed below:

• Unsatisfactory time keeping.

- Absenteeism, including any unexplained or unreasonable absence from work taken without prior permission or instruction, but excluding absence due to sickness or injury duly certified to the satisfaction of the Company.
- Standard of work below that required for the particular office, site, position, etc.
- Failure to maintain a professional standard of behaviour when working in the office, on site, or in circumstances when a person not of our employ is present (e.g. client or competitor).
- Output below that to be expected in the circumstances of the particular office or site, from a competent employee.

Gross Misconduct

Examples of gross misconduct, which, depending on the gravity of the offence and any mitigating circumstances, will render the employee liable to summary dismissal are listed below:

- Breach of confidentiality. For example, knowingly giving sensitive or confidential information to clients, competitors, or any other third parties without the prior permission of a director.
- Theft or attempted theft of property belonging to the Company or other employees.
- Falsifying company records or expenses.
- Conviction for a criminal offence arising from or related to your job.
- Violent behaviour or fighting at work.
- Drunkenness or being under the influence of any illegal drug whilst at work whether on Company premises or elsewhere.
- Gross insubordination or wilful disobedience in carrying out reasonable requests.
- Actions or statements constituting unlawful sexual or racial discrimination.

11.5.2 Grievance Procedure

- It is Company policy to ensure that any employee with a grievance has access to a procedure that can lead to a speedy resolution of the grievance in a fair manner.
- Any employee having a grievance arising from his employment should initially raise the matter with his immediate superior, who should give a reply within two working days. Details of the grievance and the reply shall be recorded in writing for subsequent filing in the employee's confidential file.
- If the reply does not satisfactorily resolve the grievance, the employee may raise the matter with the
 next senior line manager. This manager shall obtain the written record relating to the grievance, shall
 note any additional information and shall reconsider the matter. A decision will be given within five
 days of the referral. This decision will be recorded in writing and filed with the original grievance
 records.
- If the matter is not resolved satisfactorily the employee may request that the grievance be referred to the Managing Director. The Managing Director shall obtain the record of the grievance and shall give a decision within ten working days. This decision will be final and will be recorded and filed with the original grievance records.
- If the grievance concerns the employee's immediate superior, it should be raised with the next most senior person.

• Where a grievance is considered too personal to discuss initially with the employee's immediate superior, after receiving permission from the next most senior person, the matter may be referred directly to the Managing Director.

11.6 Leaving the Company

If you decide to leave the employ of Fugro GEOS, you should tender your resignation to your Line Manager. The period of notice periods shall be in line with that stated in your Contract of Employment, in order that suitable arrangements can be made.

Your Line Manager should confirm his acceptance of your resignation and agree your last day for work with Fugro GEOS. Access to the site, network and sensitive information will be reviewed automatically.

During your period of notice you may be required to:

- Carry out those duties requested of you by your Line Manager
- Attend an exit interview
- Carry out a handover meeting

In addition, you will be required to hand back to your Line Manager all items belonging to the Company and these shall be received in good condition. This may include, but is not limited to:

- Personal protective equipment
- Secure ID token
- Swipe card (or other method of gaining access to company premises)
- Any other company assets

Any monies that are required to be reimbursed.

11.7 Data Protection Act 1998

In order to run its business, the Company holds personal information such as names, addresses and telephone numbers of past, existing and prospective employees, customers and suppliers on the ORCA database. More detailed personal information on all employees is held in personnel files, some of which are paper based and others digital.

Fugro GEOS Limited is legally obliged to comply with the principles of the UK Data Protection Act 1998, which requires that all personal data held by the Company, whether in electronic or hard copy format, shall be:

- 1. Fairly and lawfully processed.
- 2. Processed for limited purposes.
- 3. Adequate, relevant and not excessive.
- 4. Accurate.
- 5. Not kept longer than necessary.
- 6. Processed in accordance with the data subject's rights.
- 7. Secure.

8. Not transferred to countries outside the European Economic Area without adequate protection.

<u>Principle 6</u>: all employees have a right in law to inspect personal data, to prevent its processing under certain circumstances and to rectify, block or erase (erroneous / out of date) data. Employees wishing to exercise their "subject access rights" to check the accuracy of their personal data held by the Company should contact the Commercial Director.

<u>Principle 8</u>: all employees (and specifically those working outside of the UK) are obliged to treat as Commercially Confidential, all personal information held by the Company. This particularly applies to that stored on the ORCA database and to telephone lists, etc available on the Company Intranet.

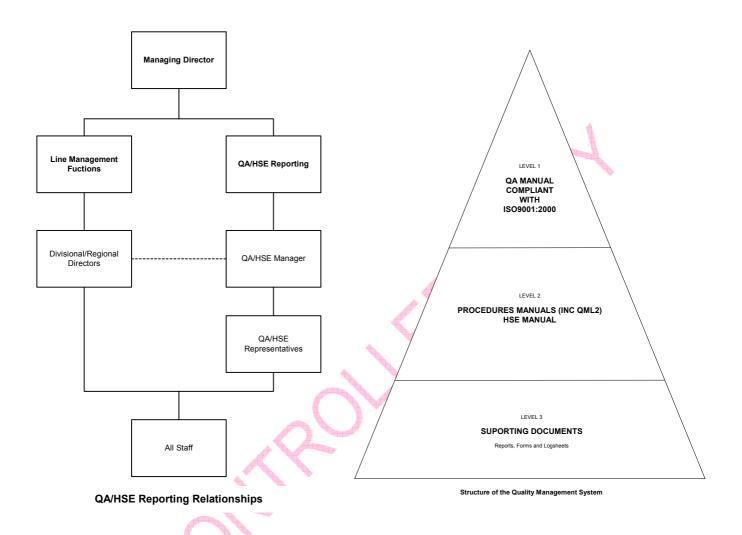
No personal data on any past, existing or prospective employee, customer or supplier shall be released to any person outside of Fugro GEOS without the express permission of a Director.

To release such data could breach the Company's legal obligations and may be considered to be a disciplinary offence.

ISSUE 9

12. CONTROL OF QUALITY

12.1 General



The Quality Management System (QMS) applies to Fugro GEOS World-wide. The QMS documents are organised in three levels. The QA Manager heads the quality assurance function and relationships are shown above.

12.1.1 Level 1 – QMS Manual

Covers policy, organisation, administration and all procedures that are mandatory throughout the Company and with regard to the Quality Management System Standard, ISO9001:2000. The QML1 contains flow diagrams pertaining to the processes and their interactions.

12.1.2 Level 2 – Procedures Manuals and HSEMS Manual

The QML2 includes information, some of which is specific to individual offices, divisions or departments and this is stated. The Procedures Manual for the Seacast Division contains procedures specific to that division. The Workshop Service and Calibration Procedures and Records Manual contains procedures and forms specific to Equipment Procedures, and as such is a Level 2/3 Manual. The Health, Safety and

Environment Management System Manual contains the HSE policy and covers the management and operational implementation of all matters relating to health, safety and environment.

12.1.3 Level 3 – Supporting Documents

Contains all supporting reports, forms and log sheets form all divisions, processes and regions, which are used to assist office and field operations:

12.2 Documents, Issue & Control

12.2.1 Fugro GEOS Quality Manuals & HSE Manual

QMS documents is available electronically to all staff on the Company's computer network, locations of which are stated in the Level 1 and 2 Documents and is described to each employee at Induction, and any further training as may be appropriate.

- Level 1 and 2 Documents are updated by the QA and HSE Manager, under the approval of a member of Top Management, as required.
- Level 3 Documents are updated by the Divisional Manager or Process Owner responsible or the nominated person, under the approval of a member of Top Management, as required.
- After each update, an email is issued to all staff and copied to the QA and HSE Manager, advising of the change made and its reason.

It is the responsibility of the person or division stated above to ensure that superseded or obsolete documents are not available fur use. Responsibility passes to the holders of controlled hard copy documents upon issue.

One reference electronic copy of each Level 1 and 2 Document shall be issued to each Fugro GEOS office and / or relevant divisional representative and one working copy shall also be retained by the QA and HSE Manager. The systems for the issue of electronic copies is as follows:

- The registered holders maintain controlled copies of these manuals.
- The QA Manager distributes revisions and reissues of the electronic manuals.
- All registered holders are responsible for updating their manuals and for destroying obsolete and superseded CD copies.
- An Email advising of the change(s) will accompany all revisions.
- Circulation of Uncontrolled copies is as stated in Section 1, Structure.

12.3 Quality Audits

Audit of the Fugro GEOS Quality Management System is mandatory to monitor compliance with the requirements of the QMS Manual and with International Quality Standards, as appropriate. Audits also provide an opportunity for employees to participate in improvements to the system by means of constructive comment and the findings assist the Company Quality System Review. Findings of external and internal audits are reported to management meetings. Quality Audits are normally initiated as follows, according to type:

• External (Third Party) Audits

Initiated and carried out by representatives from Clients' Organisations or Accredited Authorities. The QA Manager or his nominated representative will be present at Third Party Audits.

• Supplier (Second Party) Audits

Initiated and carried out by a Fugro GEOS Director or Manager (given that they have completed the appropriate training) at the Supplier's site in line with the Approved Supplier Process as detailed in Section 5, Purchasing. The QA Manager or his nominated representative will be present at Second Party Audits.

Internal (First Party) Audits

Initiated by the QA Manager or a Company director.

Internal Auditors shall be suitably trained, shall not have any direct responsibility for the area of activity being audited and shall be nominated by the QA Manager.

12.3.1 Internal Quality Audits

Fugro GEOS shall establish and maintain documented procedures for planning and implementing internal quality audits to verify that the quality activities and related results comply with planned arrangements and to determine the effectiveness of the quality system. Audits of office procedures and projects are mandatory to ensure compliance with the Quality System, to act as a vehicle for constructive feedback and corrective action and to assist future auditors. The findings of quality audits are reported.

Sandnes audits only will have an internal quality audit element that refers to compliance with ATEX Directive EN13980: 2002.

The QA Manager shall:

- At the start of each calendar year establish a schedule of internal audits for each office, including dates of known External Audits. This schedule shall be revised as necessary during the year.
- Nominate qualified auditor(s) for each audit, being suitably trained auditors having no direct responsibility for the area of work being audited.
- Supervise the conduct and reporting of each audit.
- Maintain a record of audit summaries for each office.

The following procedures shall be followed when carrying out a Formal First or Second Party Audit.

Planning

The Audit shall be planned. An Audit Planning Form (QA001) is available.

Notification of Intention to Audit

The Auditor shall advise the Departmental Manager or Process Manager responsible of the intention to Audit, giving sufficient notice for necessary arrangements to be made.

Opening Meeting

The Opening Meeting shall be chaired by the Auditor. The Divisional or Regional Director, or the Departmental Manager or the Process Owner shall be in attendance. Further attendance shall be by invitation. The meeting serves the following purposes:

- As a check upon the availability of auditees and their representatives for the audit.
- For the auditor to confirm authority for the audit and its criteria.
- To explain audit terminology and, in particular, the significance of different levels of non-compliance.
- To agree, as appropriate, any changes to the published audit plan within the audit period.
- For the auditor to answer any queries relating to the conduct of the audit.

Audit Interviews

At the beginning of each audit the auditor shall examine reports of any previous audits for completion and compliance with agreed corrective actions. The auditor will then interview auditees and selected personnel, during which relevant documents or other evidence may be examined. Where appropriate interviews may be conducted in private.

Closing Meeting

A short closing meeting shall be convened between the Auditor and the attendees of the Opening Meeting. At the Closing Meeting, the Auditor shall present a verbal summary of his findings, detailing each non-conformance and positive issue found. For each non-conformance, proposed actions and completion dates shall be agreed. If there is disagreement between the Auditor and the Auditee over a non-conformance or proposed corrective action, a Board Director will be consulted within two weeks of the closing meeting to resolve the matter. Should resolution not be obtained within four weeks, the Managing Director will be consulted for resolution.

Final Report

The auditor shall, within ten working days of an audit, issue his final report and corrective action requests. The final report shall be produced on using the template available in MS Word. Corrective action requests shall be produced using Corrective Action Request Forms (QA003). The report and corrective action requests shall be sent to the Divisional or Regional Director responsible for the Audit for authorisation and onward circulation. The Auditor shall ensure that a copy of the report is retained centrally by the QA Manager.

Follow Up

Corrective action requests shall be returned to the Auditor, duly annotated with alternative corrective action or actions taken, date and name of person responsible no later than the requested completion date. The Auditor may then check that corrective actions have taken place.

Informal Internal (First Party) Audits

As a supplement to internal audits, the QA Manager, or other Internal Auditor, shall carry out periodic checks on project documentation, using Project Documentation Audit Checklist (QA007). These are intended to be rapid but informative. Copies of completed checklists must be sent to the QA Manager

who, in conjunction with the Regional Director, will be responsible for closing them out no later than the time of the next audit.

Informal Audits may also be performed where there is no requirement to interview staff. Records of such Audits shall be maintained.

Audits, corrective action requests and follow up actions (and related documents) may be monitored, measured and analysed as part of Fugro GEOS' commitment towards continual improvement.

12.4 Continual Improvement

Fugro GEOS understands that people at all levels are the essence of an organisation and their full involvement enables their abilities to be used for the benefit of the organisation and the individual. Fugro GEOS employs a number of methods to strive to improve its processes and service to Clients, both Internal and External.

a) <u>Quality Management System Review</u>

This is as described in QML1.

b) Improvements to the Quality System.

Staff are encouraged to forward constructive comments or suggestions for improvements to the Fugro GEOS Quality System. Submissions should be in writing on a Quality System Improvement Scheme Form (QA010) and addressed to the QA Manager who will record its receipt and within one month shall notify the proposer of any actions to be taken.

c) <u>Staff Suggestion Scheme</u>

This is as detailed in Section 11, Employment.

d) <u>Client Feedback Process</u>

This is as detailed in Section 6, Project Management

e) Annual Appraisal and Training and Development

This is as detailed in Section 11, Employment.

f) Regular Meetings and Communications

Fugro GEOS understands the importance of communicating its message, achievements, aims and targets and does this by posting information and holding meetings and reviews.

Continual Improvement is a permanent objective of the Company and Fugro GEOS makes decisions in line with this objective, based on logical and intuitive analysis of data and information collected. Processes may then be streamlined in terms of effectiveness and efficiency, enabling its objectives to be enhanced.

12.5 Quality Records

The QA Manager shall maintain records of system review, audit review, improvements and complaints. Training records are maintained by the Training Officer. Quality records shall be reviewed annually as part of the system review with a view to eliminating recurring non-conformances. Quality records shall be retained for a minimum period of 5 years.

With the exception of certified equipment, which will have an archiving period of 10 years after the final production date?

12.6 Complaints

See also <u>QML1 Procedure 3</u>



Fugro GEOS may receive formal complaints about the quality of the work provided to clients and may be received verbally or in writing. This section outlines the procedure to be followed when a formal complaint is received. It does not deal with disputes over invoices or where legal action is initiated against the Company. Also it does not apply where there is an established procedure for Client liaison.

The person who approved the OPQP shall be responsible for progressing the complaint.

- Recipient of complaint to enter details on Complaint and Action Record Form (QA004) and, with copies of any correspondence received, distributed as follows:
 - \rightarrow Contract File
 - \rightarrow QA and HSE Manager
 - \rightarrow Operations Manager
 - → Divisional / Regional Director
 - \rightarrow Managing Director
 - → Project Manager (PM)
- PM to acknowledge complaint in writing.
- PM to investigate complaint in discussion with Divisional Director and QA Manager. If investigation reveals non-conformities with procedures, PM shall record steps taken to avoid recurrence.
- Agree actions to be taken and advise Managing Director or other board members, if necessary.
- If amendments to QA procedures are required, advise QA/HSE Manager.
- Formally respond to complainant in writing ensuring response covers the circumstances giving rise to the complaint and the actions taken.
- Complete Form QA004 and send original to QA/HSE Manager with a copy of all associated correspondence.

13. DESIGN AND DEVELOPMENT

13.1 Objectives

The development function has defined functional and line management structures, in order to address efficiently internal customer requests and to deliver the agreed requirements on a timely and cost effective basis, in order to achieve customer satisfaction.

13.2 Communications

Each business division has a nominated point of contact (and deputy) in the Development Steering Group. The point of contact attends divisional meetings and is responsible for liasing with the business division regarding its development requirements. In this way, the development function will gain a better understanding of the issues affecting the day-day operation of the business division and will be able to identify and respond to development needs much earlier.

The nominated points of contact have been selected on the basis of their present knowledge and contact with the business divisions, but may be re-defined in the future as necessary.

13.3 Management Reporting

The following management reporting process has been adopted.

- 1. Inputs to the development function (Sales Contact Reports, divisional meetings, helpdesk requests and informal discussion) will be reviewed in relation to the company's stated objectives and resources on a continual basis.
- 2. The Development Report (compiled by ICT&D manager) will be submitted to the Managing Director on a fortnightly (bi-weekly) basis. This will address:
 - a. Active projects status and issues
 - b. Projects on hold status and issues
 - c. Prospective projects status and issues
 - d. Alerts (items that fall outside the company's stated objectives
 - e. Risks
 - f. Strategic issues

The report will be distributed to divisional and regional directors.

3. The Development Steering Group will meet on a monthly basis with the following agenda:

- a. Review development reports
- b. Set and update short term and long term development objectives
- c. Review the development processes (documented in the process diagrams
- d. Review lessons learned and follow-on actions from project closures
- e. Review technical strategy
- f. Identify and review technical risks
- g. Development group issues resources, training etc.

13.4 Development Process

The terms and definitions, procedures and process charts described in Section 7.3 of QML1 will be adopted. The development activities required will be identified, quantified and costed **before** a contractual obligation has been entered into. Where the requirement is non-contract or cannot be undertaken within the budget of a single contract, then there is a clear decision-making process at the appropriate level of authority to determine which of these requirements will be resourced and the priority attached to them.

The processes are as follows:

- 1. Sales contact process,
- 2. Response to tender or request for proposal process,
- 3. Contract award process,
- 4. Development request process,
- 5. New development process,
- 6. Development execution process.

Examples of procedures in action are available. Documents described in these procedures exist as MSWord templates, are controlled and have been made available to the end user.