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| **JIG Document No.** | **CP 7.01A** |
| **Document Application:** | **JIG Common Process** |

JIG Standard JV Agreement Business Principles Clauses

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| CP 7.01A |

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| Issue Date: | 25th November 2021 |
| Issue Number: | 1.0 |

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| In the event of a conflict between this document and a relevant law or regulation, the relevant law or regulation shall be followed. If the document creates a higher obligation, it shall be followed as long as this also achieves full compliance with the law or regulation. |

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| Use of Language | |
| Throughout this document, the words 'may', 'should' and 'shall', when used in the context of actions by JIG or others, have specific meanings as follows: | |
| (a) | 'May' is used where alternatives are equally acceptable. |
| (b) | 'Should' is used where a provision is preferred. |
| (c) | 'Shall' is used where a provision is mandatory. |
| Note that alternative or preferred requirements may be qualified by JIG in another referenced document. | |

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| **Issue Date:** | **Issue Number:** | **Reason for issue:** |
| 30th September 2021 | 1.0 | Trade Controls clauses reviewed |
| 17th March 2021 | 0.3 | JIG details updated |
| 23rd February | 0.2 | Business and Human Rights language added. Privacy Language added. |
| 25th March 2015 | 0.1 | Drugs & Alcohol Clause 5 amended to align with CP 7.01A. |
| 16th July 2014 | 0 | Approved for issue |

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# **CP 7.01A JIG Standard JV Agreement Business Principles Clauses**

[JV Legal Advisor Note]

* This document is based on the Draft JIG Standard JV Agreement Clause Clause 1 for Definitions and Interpretation, 8.7 for Audit, Clause 14 for Admission of new members, Clause 36 and Schedule 4 for Business Principles, HSSE and Drugs and Alcohol Policies.
* Part 1 is intended for incorporated JVs and Part 2 for unincorporated JVs.
* "Operator" means either the Company itself; a Shareholder or Participant; or a third party operator.

**Part 1**

**Incorporated JV JIG Standard Business Principles Clauses**

These new JV Agreement clauses are in addition to any existing Incorporated JV Agreement terms and shall supersede existing terms where they are in conflict.

**1. DEFINITIONS AND INTERPRETATION**

‘**Related Party’** means in relation to a party to a contract (a) its subsidiaries, directors or employees, contractors, agents; or (b) any other person or entity, when acting for or on behalf of that party or otherwise involved in the performance of the contract.

‘**Restricted Party’** means any individual, legal person, entity or organisation that is:-

(i) resident, established or registered in a Restricted Jurisdiction;

(ii) classified as a US Specially Designated National or otherwise subject to blocking sanctions under Trade Control Laws;

(iii) directly or indirectly owned or controlled (as these terms are interpreted under the relevant Trade Control Laws), or acting on behalf of, persons, entities or organisations described in (i) or (ii); or

(iv) a director, officer or employee of a legal person, entity or organisation described in (i) to (iii).

‘**Restricted Jurisdiction’** means a country, state, territory or region which is subject to comprehensive economic or trade restrictions under Trade Control Laws.

**‘Trade Control Laws**’ means any laws concerning trade or economic sanctions or embargoes, Restricted Party lists, trade controls on the imports, export, re-export, transfer or otherwise trade of goods, services or technology, and any other similar regulations, rules, restrictions, orders or requirements having the force of law in relation to the above matters and in force from time to time, including those of the European Union, the United Kingdom, the United States of America, the United Nations or any government laws in relation to the above matters applicable to a party to the Agreement.

‘"**User**" or "**Users**" means any Shareholder and/or Throughputter;

**8. OPERATION OF THE FACILITIES**

8.7 **Audit**

In addition to any other audit provisions in the JV agreement the following shall apply:

(a) at all reasonable times, the Board shall permit and subject to (c) below, cause entities and/or persons contracted with the Company, including the Operator where relevant, to permit independent auditors designated by the Board or by one or more of the Shareholders to have access to the Facilities and contractors’ offices and work locations to examine, reproduce and retain copies of their relevant books, accounts and records (but only in the case of accounts as required by generally accepted accounting practices or law) and to interview the Company’s and/or Operator’sand contractors’ personnel in connection therewith. In respect of audits initiated by any of the Shareholders, such audits shall be conducted in compliance with the Core Principles and the cost of the audit shall be borne by the party conducting or causing the audit. All audits should be preceded by each auditor signing a confidentiality agreement in accordance with the Core Principles. The Board shall be promptly provided with the relevant findings of the audit report in accordance with the Core Principles.

(b) the Operator or the General Manager shall reply to any points raised in connection with an audit, within [three (3) months] of completion of the audit and, if in the reasonable opinion of the Board errors or deficiencies are identified, the Operator or the General Manager shall promptly initiate and coordinate the required corrective action recommended in the audit findings and report to the Board within [six (6) months] of completion of the audit; any unresolved issues arising from the audit, upon which an auditor and the Operator or the General Manager are unable to agree, shall be submitted to the Board for resolution;

(c) the Board and the Operator or the General Manager shall use all reasonable endeavours to obtain audit rights over all contractors providing services, but particularly over contractors providing services such as waste management, transportation and/or disposal services to the Facilities; the Operator or the General Manager, if requested, shall be instructed to provide any Shareholder with copies of any audit reports which are produced in relation to a contractor;

(d) any errors or omissions found within the accounts and agreed between the independent auditor and the Board or the Operator or the General Manager shall be rectified promptly within the accounts;

(e) subject to (a) above, any Shareholder seeking to have an audit conducted with respect to any aspect of the Joint Venture, shall endeavour to give not less than two (2) weeks’ notice of such audit to the Operator or the General Manager to enable the Operator or the General Manager to have appropriate personnel and documentation available;

(f) the provisions of this Clause shall be applicable during the term of this Agreement and for a period of three (3) years thereafter;

(g) representatives of the Shareholders shall be allowed free access to the Facilities at any reasonable time, and be supplied with such information as they may reasonably request, for the purpose of conducting an audit of the operation and maintenance of the Facilities and compliance by the Joint Venture with the Business and HSSE Policies (Schedule 4) provided that such access and information applies to the operation and maintenance of the Facilities and compliance with the Business and HSSE Policies (Schedule 4) by the Joint Venture as a whole and it is not possible to identify information about individual Shareholders (unless the information relates only to the Shareholder requesting the information). All such visits should be preceded by each representative signing a confidentiality agreement in accordance with the Core Principles.

**14.** **ADMISSION OF NEW SHAREHOLDERS OR THIRD PARTY THROUGHPUTTERS**

**Clause 14 – based on**: CP 8.02 v1.1 140321 INC ITP NO THROUGHPUTTERS

14.3 Admission of the Applicant as a new Shareholder shall be subject to the following qualifying criteria. The following sub-clauses (b) to (i) shall apply equally to all Shareholders who undertake to comply with these provisions for the duration of this Agreement.

[…]

(i) the Applicant is compliant with all laws, statutes, regulations in force or as amended from time to time and is not a Restricted Party. Notwithstanding anything in this Agreement to the contrary, no provision shall be interpreted or applied so as to require the Board to derogate from or refrain from doing, anything which would constitute a violation, or result in a loss of economic benefit under the United States Anti-Boycott and/or other Export Laws and Regulations and/or any other applicable United States, European Union or national laws.

# **36. BUSINESS PRINCIPLES AND HSSE POLICY**

36.1 The Board shall procure that:

(a) the Company shall ensure that its business in all respects is conducted in accordance with all aspects of applicable law and high standards of business probity and business ethics;

and

1. the Company shall ensure that:

(i) it is knowledgeable about Trade Control Laws applicable to the performance of the Agreement including the lists of Restricted Parties;

(ii) it shall comply with all applicable Trade Control Laws and not do anything which causes any Party to be in breach of any Trade Control Laws or exposed to a risk of being added to any Restricted Party list or otherwise becoming the target of any sanctions under Trade Control Laws;

(iii) without prejudice to the provisions of this Clause 36, it shall evaluate any Trade Control related requests of a User on a case to case basis;

(c) the Company shall include in any contracts with an Operator provisions which;

(i) allow termination of the contract in case the Operator is or becomes a Restricted Person and

(ii) require the Operator in relation to the performance of such contracts to comply with applicable Trade Control Laws and not do anything in connection with the performance of this Agreement which causes it orany Party to be in breach of any Trade Control Laws or exposed to a risk of being added to any Restricted Party list or otherwise becoming the target of any sanctions under Trade Control Laws;

and

(d) the Company shall establish and maintain a business principles policy in accordance with this clause 36.1 and the policy set out in Schedule 4A (the ‘**Business Principles Policy’**).

36.2 The Board shall procure that:

(a) the Company shall operate its business in accordance with high standards of aviation industry practice with special regard to protection of health, safety, security and environment;

(b) the Company shall establish and maintain a health, safety, security and environmental (‘**HSSE Policy**’) policy and a drug and alcohol policy (“**Drug and Alcohol Policy**”)in accordance with the policies set out in Schedules 4B and 4C respectively which must be maintained to be materially equivalent to the JIG recommended guidelines;

(c) the Company shall adopt a health, safety, security and environmental management system and related standards materially equivalent to the accepted JIG Guidelines for HSSE Management for Jointly Operated Aviation Fuel Facilities at Airports (or standards equivalent to one of the Shareholder's Management System for Operational Integrity).

# **SCHEDULE 4**

**BUSINESS PRINCIPLES, HSSE, DRUG & ALCOHOL AND HUMAN RIGHTS POLICIES**

1. **BUSINESS PRINCIPLES POLICY** 
   1. The Board agrees that all financial settlements, billings and reports rendered to the Shareholders or their representatives, as provided for under the terms of this Agreement and/or any amendments to it, will properly reflect the facts, as being complete and accurate.
   2. Each Shareholder and the Operator shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the others' rights and obligations pursuant to this Agreement. Such efforts shall include, but not be limited to, establishing and maintaining precautions to prevent its employees, agents or representatives from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other considerations for the purpose of influencing individuals to act in a manner contrary to the others' rights and obligations hereunder.
   3. Notwithstanding anything in this Agreement to the contrary, the Operator//General Manager and each Shareholder shall comply with all laws and regulations applicable to any activities carried out under the provisions of this Agreement including but not limited to Trade Control laws.
   4. No Clause or Provision herein shall be interpreted or applied so as to require a party to do, or refrain from doing, anything which would constitute a violation of, or otherwise expose any Party to a risk of being added to any Restricted Party list or otherwise becoming the target of any national, regional or multilateral trade or economic sanctions under, or result in a loss of economic benefit under Trade Control Laws or United States, United Nations or EU Member States anti-boycott, foreign corrupt practices and/or export control laws and regulations, including similar laws of the country in which such company is registered, and the country of registration of any Shareholder’s ultimate holding company.
   5. If a Party (or any of its Related Parties involved in the performance of this Agreement) is or becomes a Restricted Party, such Party must immediately notify the other Parties, and the Board shall implement adequate measures, as appropriate and proportionate to the particular prohibitions, restrictions or designations in connection with the applicable Trade Control Laws, to ensure that:
2. the Company can continue to the extent permitted by Trade Control Laws during the period of such prohibitions, restrictions or designations in connection with the applicable Trade Control Laws, and any necessary licenses, authorisations or exemptions are obtained from applicable authorities;
3. the Parties comply with the applicable Trade Control Laws by implementing additional measures, controls and processes
4. no Party is placed at a reasonably foreseeable risk of contravening the applicable Trade Control Laws through any action or inaction in the approved Sanctions Compliance Plan or continuation of the Project, or otherwise being subject to (further) prohibitions, restrictions or designations in connection with Trade Control Laws.

For the purpose of this Schedule 4, clause 5:

‘**Restricted Party**’ means any individual, legal person, entity or organization that is

(i) resident, established or registered in a Restricted Jurisdiction;

(ii) targeted by national, regional or multilateral trade or economic sanctions under Trade Control Laws\*;

(iii) directly or indirectly owned or controlled (as these terms are interpreted under the relevant Trade Control Laws) or acting on behalf of, persons, entities or organisations described in (i) or (ii); or

(iv) a subsidiary, branch, director, officer or employee of a legal person, entity or organisation described in (i), (ii) or (iii).

‘**Party’** means [Shareholder / Company]

* 1. The Operator/General Manager and each Shareholder represents and agrees that it will not, directly or indirectly, in connection with this Agreement and the business resulting therefrom, offer, pay, promise to pay, or authorise the giving of money or anything of value to a government official (including, but not limited to: employees of government departments, agencies, or state owned companies), to any officer or employee of a public international organisation, to any political party or official thereof or to any candidate for political office, or to any person (a “Recipient”), while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, for the purpose of:
     1. influencing any act or decision of such Recipient, including a decision to fail to perform his/her/its official functions; or
     2. inducing such Recipient to use his/her/its influence with the government or instrumentality thereof or organisation to affect or influence any act or decision of such government department, agency, state owned company or other organisation, or to obtain an improper advantage in order to assist the Company or the Shareholders in obtaining or retaining business for or with, or directing business to the Operator, Shareholders or any other person in relation to this Agreement.
  2. The Board shall notify the Shareholders promptly upon discovery of any instance where the Operator fails to comply with paragraph 4 of this Schedule. If the Board discovers or is advised of any errors or exceptions related to its services, the Board and Shareholders will together review the nature of the errors or exceptions, and the Board will, if appropriate, take corrective action.
  3. The Operator shall maintain and preserve, and shall cause its contractors to maintain and preserve, in accordance with generally accepted accounting practices in the country in which this company is registered, accurate documentation and data (including written and electronic records, books of account, correspondence, plans, permits, licenses, drawings, payroll records, memoranda, receipts, and documentation of related systems and controls) pertaining to the performance of services under the Agreement, as well as any gift or entertainment expenses received or given by the Operator or its contractors pertaining to the services under the Agreement.
  4. The Board shall ensure bribery and corruption risk assessments are carried out for the Company at least annually. In identifying the bribery and corruption risks, the Board should review, where relevant, at least the following activities:

1. Payments or transfers of value to government officials or other 3rd parties;
2. Transfers of value through commercial agreements or clauses, such as concession agreements;
3. Contracts with suppliers and contractors; and
4. Dealings with agents, intermediaries, consultants and advisors.
   1. Without prejudice to any other provision of this Agreement the Operator//General Manager and each Shareholder shall comply with all anti-money laundering laws and regulations and will seek to minimise money laundering risks through the establishment and adoption of anti-money laundering policies and practices designed to avoid receiving or being involved in an arrangement or transaction that relates to funds that are the proceeds of crime. In addition the Operator/General Manager either directly or by appointing a competent 3rd party (which may be a Shareholder) will take reasonable and appropriate actions to identify and assess the integrity of the Company’s counterparties.
5. **HEALTH, SAFETY, SECURITY,AND ENVIRONMENT POLICY (‘HSSE POLICY’)**
   1. In addition to complying strictly with the health, safety, security and environmental measures as required by legislation, it is the Company’s policy to positively promote and give high priority to the continuing establishment of a safe, healthy and secure working environment. These objectives shall rank equally with other high priority responsibilities. The Company recognises that an effective policy depends upon a dedicated attitude by all employees at all levels.
   2. The objective is to ensure that for the protection and physical well-being of the Operator’s employees, contractors, customers, the general public and the environment, working conditions and practices are established to achieve a safe, healthy, secure and incident free operation. The Company will achieve this in general by adoption of standards equivalent to the accepted JIG Guidelines for HSSE Management for Jointly Operated Aviation Fuel Facilities at Airports (or standards equivalent to one of the Shareholder's Management System for Operational Integrity) and in particular by means of:
      1. a safe, secure and healthy working environment,
      2. safe, secure and healthy premises with adequate amenities,
      3. provision and maintenance of safe plant, machinery, equipment and design standards,
      4. safe procedures for the operation of equipment, product and material handling,
      5. procedures and equipment designed and operated to minimise the environmental impact of the operation,
      6. identification of potential hazards to health, safety and the environment in the work place and the implementation of plans to eliminate or control such hazards,
      7. appropriate training and employee instruction,
      8. a direct line management structure having personal responsibility for the health and safety of employees under its control and accountable at all levels,
      9. adequate supervision by competent personnel.
   3. In addition:
      1. Within the Company the Operator will discuss and exchange ideas relating to safety, health and the environment at work with its employees on a local basis and will, in addition, operate an organisation which will maintain adequate communications and action in these matters.
      2. Having set rules and standards to promote a safe and secure working environment, the Operator expects its employees on their part to recognise that they equally have a clear duty to take every reasonable precaution to avoid injury to themselves, their colleagues and members of the public and to avoid causing environmental incidents. As in other business activities failure to comply with these rules and standards may lead to the implementation of disciplinary procedures.
      3. The Operator will also take all reasonable steps to ensure that its contractors abide by similar standards to safeguard their own and the Operator’s employees, the general public and the environment.
      4. The Operator with the Board's express consent, will work closely with government representatives and industry organisations to share information and develop and implement necessary and cost effective regulations on all aspects of safety, health and environmental control in the Operator’s work.
      5. Prime responsibility for setting the Company’s HSSE Policy lies with the Board. The responsibility for implementing this Company HSSE Policy is with the Operator and the General Manager . Responsibility for monitoring the effectiveness of this HSSE Policy lies with the Board. Safety will be included with other performance indicators in performance reviews.
6. **DRUG AND ALCOHOL POLICY**
   1. In the performance of this Agreement, the Operator and the Shareholders shall maintain strict discipline and good order at all times amongst their employees and contractors involved in activities relevant to or connected with this Agreement and shall not permit any of them to engage in activities which they deem contrary or detrimental to the other's interests under this Agreement. Further, the Operator and each Shareholder will ensure that such employees and contractors shall not:
      1. perform services or activities under this Agreement while performance is impaired by any prescribed **Controlled Substance** (as defined below) or under the influence of alcohol or);
      2. misuse legitimate drugs or prescribed **Controlled Substances** or possess, use, distribute or sell illicit or unprescribed Controlled Substances whilst performing activities at the Facilities under this Agreement;
      3. possess, use, distribute or sell alcoholic beverages whilst performing activities at the Facilities under this Agreement;
   2. The Shareholders and the Operator shall procure that their agents and contractors shall have written work rules and policies in order to ensure compliance with the obligations set out above. In so far as it does not conflict with any provision of the law, the Operator shall have the right to conduct searches of possessions, vehicles and any other property of employees, agents or contractors whilst at the Facilities.
   3. The Operator has adopted forthwith its own written work rules, policies and procedures and shall enforce these to ensure a drug and alcohol free work place while performing work and/or services for the Company and in particular, but without limitation, to ensure compliance with the obligations set out above. If requested by the Company, the Operator shall submit all or any of such rules, policies and procedures for review.
   4. The Operator shall test its employees, or those of its contractors, immediately following:
      1. any **Serious Incident** which occurs in respect of, or relates to, any Operator employee and/or any work and/or any services and/or any other activities in whose performance they have been involved in any manner while on the Operator's business or at the Facilities. For these purposes, S**erious Incident** shall mean any accident which falls into a particular class of incidents, or any particular incident which the Board may from time to time notify the Operator as being of a class of serious incidence; or
      2. the occurrence of any safety incident in respect of, or in relation to, any employee of the Operator and/or contractor, any work, services, and/or any other activities in whose performance they have been involved in any manner where drug and/or alcohol abuse could have been a contributing factor or where the Board wishes to determine whether the drug and/or alcohol use and/or abuse could have been a contributing factor; or
      3. if the Board so requires at any time upon the Operator becoming aware that cause exists to suspect alcohol and/or drug use and/or abuse by the Operator's employees or being informed by the Board that they believe that such cause exists, the Operator shall not use any of its employees who refuse to take, or test positive in any alcohol and/or drug test, to perform any work and/or services under and/or related to this Agreement.
   5. [In so far as it does not conflict with any provision of the law, the JV has the right to conduct searches of possessions, vehicles and any other property of employees or contractors whilst carrying out work for the JV or on the JV’s premises. Any person who refuses to co-operate with such a search shall be removed from such premises and not permitted to return].
   6. The Operator shall ensure that its employees are made fully aware of the content and purpose of the work rules, policies and procedures relating to the use and/or abuse of drugs and/or alcohol, and that the potential consequences of failure to comply with such rules, policies and procedures has been communicated to all employees prior to the provision of any work and/or services to them for the Company.
   7. The Shareholders shall have the right, but not the obligation, to perform audits of the Operator's alcohol and drugs program without prior notice, to verify that the Operator's rules, policies and procedures and their enforcement are acceptable to the Shareholders.
   8. The Operator shall enforce its rules, policies and procedures with appropriate drug and alcohol testing programs. The Operator's testing policies shall specify such substances, testing, frequency and threshold levels that the Board may from time to time approve or require. The Operator shall ensure that:
      1. all testing is carried out by suitable and appropriately qualified persons, and is analysed by reputable laboratory approved in advance by the Board,
      2. all urine and other samples are properly and lawfully obtained, that there is a proper and secure chain of custody for all samples and that testing is otherwise carried out in accordance with such protocol and procedures as the Board may notify to the Operator from time to time,
      3. a proper medical review process is in place to correctly assess the significance of the results of tests and analysis,
      4. full and accurate details of all test results (including without limitation the nature and concentrations of any substances present) are communicated in writing to the Board forthwith and that all necessary consents required to disclose such results to the Board have been obtained in advance.
   9. [The Operator shall ensure and certify that all its employees who are to perform any work and/or service in any position which the Board may from time to time determine to be a **Safety Sensitive** or **Designated Position**, have passed a pre-access alcohol and drugs test within the 12 month period immediately prior to commencing such work and/or services. Any type of alcohol and drug test conducted during this period as part of the Operator's substance use and/or abuse program that meets the standards contained or referred to in this Agreement may be used to satisfy this requirement.]

[Alternatively JV to consider a clause for pre-employment substance abuse tests for all employees].

* 1. [In addition, the Operator should ensure that it's employees who perform any work and/or services in a position which the Board have determined to be a **Designated Position**, shall be subject to a continuous program of random alcohol and drugs testing without prior notice and, where required by the Board, regular health checks.]
  2. The provisions of this Schedule 4D are in addition to, and not in limitation of any drug and alcohol policy that may be in force at the Facilities under this Agreement.
  3. Defined terms for the purposes of this policy:

**Controlled Substance** shall mean any substance which is prescribed under local law and shall include without limitation the following list of substances (which list the Shareholders reserve the right to modify, supplement or vary from time to time): Marijuana, cocaine, amphetamines/methamphetamines, opiates, phencyclidines, barbiturates, methadone, propoxyphene, benzodiazepines [and methaqualone].

**Designated/Safety Sensitive Position** shall mean the position: Has a high exposure to a catastrophic operational incident; has a direct role in, or access to, operations where failure could result in serious harm to public or employee well-being, the Company’s assets, or the environment. Designated Positions shall include, but not be limited to the following positions:

* the General Manager and their stand-in(s),
* all employees performing aircraft refuelling or handling aviation fuel/lubes and those supervising the same,
* all employees driving refuellers/bridgers on apron or on the road,
* all employees driving on apron.

Safety Sensitive positions shall include, but not be limited to the following positions:

* Mechanics,
* Electricians,
* [Others?]

1. **BUSINESS AND HUMAN RIGHTS POLICY**

1. It is the Company’s policy In the performance of this Agreement that the Company, the Operator and the Shareholders will respect internationally recognised human rights as set out in the United Nations Universal Declaration of Human Rights and the International Labour Organisation’s Declaration on Fundamental Principles and Rights at Work. These include the rights of the Company’s workforce and those living in communities affected by the Company’s activities.

2. Company, the Operator and the Shareholders shall conduct the Company’s business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:

1. not employing, engaging or otherwise using forced labour, trafficked labour or exploitative child labour; nor engaging in or condoning abusive or inhumane treatment of workers;
2. providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
3. mitigating or avoiding adverse human rights impacts to communities arising from the Company’s activities to the extent practicable.

**Part 2**

**Unincorporated JV JIG Standard Business Principles Clauses**

These new JV Agreement clauses are in addition to any existing JV Agreement terms and shall supersede existing terms where they are in conflict.

**1. DEFINITIONS AND INTERPRETATION**

‘**Related Party’** means in relation to a party to a contract (a) its subsidiaries, directors or employees, contractors, agents; or (b) any other person or entity, when acting for or on behalf of that party or otherwise involved in the performance of the contract.

‘**Restricted Party’** means any individual, legal person, entity or organisation that is:-

(i) resident, established or registered in a Restricted Jurisdiction;

(ii) classified as a US Specially Designated National or otherwise subject to blocking sanctions under Trade Control Laws;

(iii) directly or indirectly owned or controlled (as these terms are interpreted under the relevant Trade Control Laws), or acting on behalf of, persons, entities or organisations described in (i) or (ii); or

(iv) a director, officer or employee of a legal person, entity or organisation described in (i) to (iii).

‘**Restricted Jurisdiction’** means a country, state, territory or region which is subject to comprehensive economic or trade restrictions under Trade Control Laws.

**‘Trade Control Laws**’ means any laws concerning trade or economic sanctions or embargoes, Restricted Party lists, trade controls on the imports, export, re-export, transfer or otherwise trade of goods, services or technology, and any other similar regulations, rules, restrictions, orders or requirements having the force of law in relation to the above matters and in force from time to time, including those of the European Union, the United Kingdom, the United States of America, the United Nations or any government laws in relation to the above matters applicable to a party to the Agreement.

‘"**User**" **or** "**Users**" means any Shareholder and/or Throughputter;

**8. OPERATION OF THE FACILITIES**

8.7 **Audit**

In addition to any other audit provisions in the JV agreement the following shall apply:

(a) at all reasonable times, the Operating Committee shall permit and, subject to (c) below, shall cause entities and/or persons contracted to work for the Joint Venture to, including the Operator where relevant, to permit independent auditors designated by the Operating Committee or by one or more of the Participants to have access to the Facilities and contractors’ offices and work locations to examine, reproduce and retain copies of their relevant books, accounts and records (but in the case of accounts only as required by generally accepted accounting practices or law) and to interview the Joint Operator's and/or contractors’ personnel in connection therewith. In respect of audits initiated by any of the Participants, such audits shall be conducted in compliance with the Core Principles and the cost of the audit shall be borne by the party conducting or causing the audit. All audits should be preceded by each auditor signing a confidentiality agreement in accordance with the Core Principles. The Operating Committee shall be promptly provided with the relevant findings of the audit report in accordance with the Core Principles.

(b) the Operator or the General Manager shall reply to any points raised in connection with an audit, within [three (3) months] of completion of the audit and, if in the reasonable opinion of the Operating Committee errors or deficiencies are identified, the Operator or the General Manager shall promptly take the required corrective action recommended in the audit findings and report to the Operating Committee within [six (6) months] of completion of the audit; any unresolved issues arising from the audit, upon which an auditor and the Operator or the General Manager are unable to agree, shall be submitted to the Operating Committee for resolution;

(c) the Operating Committee and the Operator or the General Manager shall use all reasonable endeavours to obtain audit rights over all contractors providing services, but particularly over contractors providing services such as waste management, transportation and/or disposal services to the Facilities; the Operator or the General Manager, if requested, shall be instructed to provide any Participant with copies of any audit reports which are produced in relation to a contractor;

(d) any errors or omissions found within the accounts and agreed between the independent auditor and the Operating Committee or the Operator or the General Manager shall be rectified promptly within the accounts;

(e) subject to (a) above, any Participant seeking to have an audit conducted with respect to any aspect of the Joint Venture, shall endeavour to give not less than two (2) weeks’ notice of such audit to the Operator or the General Manager to enable the Operator or the General Manager to have appropriate personnel and documentation available;

(f) the provisions of this Clause shall be applicable during the term of this Agreement and for a period of three (3) years thereafter;

(g) representatives of the Participants shall be allowed free access to the Facilities at any reasonable time, and be supplied with such information as they may reasonably request, for the purpose of conducting an audit of the operation and maintenance of the Facilities and compliance by the Joint Venture with the Business and HSSE Policies (schedule 4) provided that such access and information applies to the operation and maintenance of the Facilities and compliance with the Business and HSSE Policies (schedule 4) by the Joint Venture as a whole and it is not possible to identify information about individual Participants (unless the information relates only to the Participant requesting the information). All such visits should be preceded by each representative signing a confidentiality agreement in accordance with the Core Principles.

**14.** **ADMISSION OF NEW SHAREHOLDERS OR THIRD PARTY THROUGHPUTTERS**

**Clause 14 – based on**: CP 8.02 Draft 270913 INC ITP NO THROUGHPUTTERS

14.3 Admission of the Applicant as a new Shareholder shall be subject to the following qualifying criteria. The following sub-clauses (b) to (i) shall apply equally to all Shareholders who undertake to comply with these provisions for the duration of this Agreement.

[…]

(i) the Applicant is compliant with all laws, statutes, regulations in force or as amended from time to time and is not a Restricted Party. Notwithstanding anything in this Agreement to the contrary, no provision shall be interpreted or applied so as to require the Board derogate from or refrain from doing, anything which would constitute a violation, or result in a loss of economic benefit under the United States Anti-Boycott and/or other Export Laws and Regulations and/or any other applicable United States, European Union or national laws.

# **36. BUSINESS PRINCIPLES AND HSSE POLICY**

36.1 The Operating Committee shall procure that:

(a) the business of the Joint Venture in all respects is conducted in accordance with all aspects of applicable law and high standards of business probity and business ethics; and

(b) the Company shall ensure that:

(i) it is knowledgeable about Trade Control Laws applicable to the performance of the Agreement including the lists of Restricted Parties;

(ii) it shall comply with all applicable Trade Control Laws and not do anything which causes any Party to be in breach of any Trade Control Laws or exposed to a risk of being added to any Restricted Party list or otherwise becoming the target of any sanctions under Trade Control Laws;

(iii) without prejudice to the provisions of this Clause 36, it shall evaluate any Trade Control related requests of a User on a case to case basis;

(c) the Company shall include in any contracts with an Operator provisions which;

(i) allow termination of the contract in case the Operator is or becomes a Restricted Person and

(ii) require the Operator in relation to the performance of such contracts to comply with applicable Trade Control Laws and not do anything in connection with the performance of this Agreement which causes it orany Party to be in breach of any Trade Control Laws or exposed to a risk of being added to any Restricted Party list or otherwise becoming the target of any sanctions under Trade Control Laws;

and

(d) the Joint Venture shall establish and maintain a business principles policy in accordance with this clause 36.1 andthe policy set out in Schedule 4A (the ‘**Business Principles Policy’**).

36.2 The Operating Committee shall procure that:

(a) the Joint Venture shall operate its business in accordance with high standards of aviation industry practice with special regard to protection of health, safety, security and environment;

(b) the Joint Venture shall establish and maintain a health, safety, security and environmental (‘**HSSE Policy**’) policy and a drug and alcohol policy (“**Drug and Alcohol Policy**”)in accordance with the policies set out in Schedules 4B and 4C respectively which must be maintained to be materially equivalent to the JIG recommended guidelines.

(c) the Joint Venture shall adopt a health, safety, security and environmental management system and related standards materially equivalent to the accepted JIG accepted Guidelines for HSSE Management for Jointly Operated Aviation Fuel Facilities at Airports (or standards equivalent to one of the Participant's Management System for Operational Integrity).

# **SCHEDULE 4**

**BUSINESS PRINCIPLES, HSSE, DRUG & ALCOHOL AND HUMAN RIGHTS POLICIES**

1. **BUSINESS PRINCIPLES POLICY** 
   1. The Operating Committee agrees that all financial settlements, billings and reports rendered to the Participants or their representatives, as provided for under the terms of this Agreement and/or any amendments to it, will properly reflect the facts, as being complete and accurate.
   2. Each Participant and the Operator shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the others' rights and obligations pursuant to this Agreement. Such efforts shall include, but not be limited to, establishing and maintaining precautions to prevent its employees, agents or representatives from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other considerations for the purpose of influencing individuals to act in a manner contrary to the others' rights and obligations hereunder.
   3. Notwithstanding anything in this Agreement to the contrary, the Operator//General Manager and each Participant shall comply with all laws and regulations applicable to any activities carried out under the provisions of this Agreement including but not restricted to Trade Control Laws.
   4. No Clause or Provision herein shall be interpreted or applied so as to require a Party to do, or refrain from doing, anything which would constitute a violation of, or otherwise expose any Party to a risk of being added to any Restricted Party list or otherwise becoming the target of any national, regional or multilateral trade or economic sanctions under, or result in a loss of economic benefit under trade Control Laws or United States, United Nations or EU Member States anti-boycott, foreign corrupt practices and/or export control laws and regulations, including similar laws of the country in which such company is registered, and the country of registration of any Participant’s ultimate holding company.
   5. If a Party (or any of its Related Parties involved in the performance of this Agreement) is or becomes a Restricted Party, such Party must immediately notify the other Parties, and the Board shall implement adequate measures, as appropriate and proportionate to the particular prohibitions, restrictions or designations in connection with the applicable Trade Control Laws, to ensure that:
2. the Company can continue to the extent permitted by Trade Control Laws during the period of such prohibitions, restrictions or designations in connection with the applicable Trade Control Laws, and any necessary licenses, authorisations or exemptions are obtained from applicable authorities;
3. the Parties comply with the applicable Trade Control Laws by implementing additional measures, controls and processes
4. no Party is placed at a reasonably foreseeable risk of contravening the applicable Trade Control Laws through any action or inaction in the approved Sanctions Compliance Plan or continuation of the Project, or otherwise being subject to (further) prohibitions, restrictions or designations in connection with Trade Control Laws.

For the purpose of this Schedule 4, clause 5:

‘**Restricted Party**’ means any individual, legal person, entity or organization that is

(i) resident, established or registered in a Restricted Jurisdiction;

(ii) targeted by national, regional or multilateral trade or economic sanctions under Trade Control Laws\*;

(iii) directly or indirectly owned or controlled (as these terms are interpreted under the relevant Trade Control Laws) or acting on behalf of, persons, entities or organisations described in (i) or (ii); or

(iv) a subsidiary, branch, director, officer or employee of a legal person, entity or organisation described in (i), (ii) or (iii).

‘**Party’** means [Shareholder / Company]

* 1. The Operator/General Manager and each Participant represents and agrees that it will not, directly or indirectly, in connection with this Agreement and the business resulting therefrom, offer, pay, promise to pay, or authorise the giving of money or anything of value to a government official (including, but not limited to: employees of government departments, agencies, or state owned companies), to any officer or employee of a public international organisation, to any political party or official thereof or to any candidate for political office, or to any person (a “Recipient”), while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, for the purpose of:
     1. influencing any act or decision of such Recipient, including a decision to fail to perform his/her/its official functions; or
     2. inducing such Recipient to use his/her/its influence with the government or instrumentality thereof or organisation to affect or influence any act or decision of such government department, agency, state owned company or other organisation, or to obtain an improper advantage in order to assist the Joint Venture or the Participants in obtaining or retaining business for or with, or directing business to the Operator, Participants or any other person in relation to this Agreement.
     3. The Operating Committee shall notify the Participants promptly upon discovery of any instance where the Operator fails to comply with paragraph 4 of this Schedule. If the Operating Committee discovers or is advised of any errors or exceptions related to its services, the Operating Committee and Participants will together review the nature of the errors or exceptions, and the Operating Committee will, if appropriate, take corrective action.
  2. The Operator shall maintain and preserve, and shall cause its contractors to maintain and preserve, in accordance with generally accepted accounting practices in the country in which this company is registered, accurate documentation and data (including written and electronic records, books of account, correspondence, plans, permits, licenses, drawings, payroll records, memoranda, receipts, and documentation of related systems and controls) pertaining to the performance of services under the Agreement, as well as any gift or entertainment expenses received or given by the Operator or its contractors pertaining to the services under the Agreement.

7. The Operating Committee shall ensure bribery and corruption risk assessments are carried out for the Joint Venture at least annually. In identifying the bribery and corruption risks, the Operating Committee should review, where relevant, at least the following activities:

(a) Payments or transfers of value to government officials or other 3rd parties;

(b) Transfers of value through commercial agreements or clauses, such as concession agreements;

(c) Contracts with suppliers and contractors; and

(d) Dealings with agents, intermediaries, consultants and advisors.

8. Without prejudice to any other provision of this Agreement the Operator/General Manager and each Participant shall comply with all anti-money laundering laws and regulations and will seek to minimise money laundering risks through the establishment and adoption of anti-money laundering policies and practices designed to avoid receiving or being involved in an arrangement or transaction that relates to funds that are the proceeds of crime. In addition the Operator/General Manager either directly or by appointing a competent 3rd party (which may be a Participant) will take reasonable and appropriate actions to identify and assess the integrity of the Joint Venture’s counterparties.

1. **HEALTH, SAFETY, SECURITY,AND ENVIRONMENT POLICY (‘HSSE POLICY’)**
   1. In addition to complying strictly with the health, safety, security and environmental measures as required by legislation, it is the Joint Venture’s policy to positively promote and give high priority to the continuing establishment of a safe, healthy and secure working environment. These objectives shall rank equally with other high priority responsibilities. The Joint Venture recognises that an effective policy depends upon a dedicated attitude by all employees at all levels.
   2. The objective is to ensure that for the protection and physical well-being of the Operator’s employees, contractors, customers, the general public and the environment, working conditions and practices are established to achieve a safe, healthy, secure and incident free operation. The Joint Venture will achieve this in general by adoption of standards equivalent to the accepted JIG Guidelines for HSSE Management for Jointly Operated Aviation Fuel Facilities at Airports (or standards equivalent to one of the Participant's Management System for Operational Integrity) and in particular by means of:
      1. a safe, secure and healthy working environment
      2. safe, secure and healthy premises with adequate amenities
      3. provision and maintenance of safe plant, machinery, equipment and design standards
      4. safe procedures for the operation of equipment, product and material handling
      5. procedures and equipment designed and operated to minimise the environmental impact of the operation
      6. identification of potential hazards to health, safety and the environment in the work place and the implementation of plans to eliminate or control such hazards
      7. appropriate training and employee instruction
      8. a direct line management structure having personal responsibility for the health and safety of employees under its control and accountable at all levels
      9. adequate supervision by competent personnel
   3. In addition:
      1. Within the Joint Venture the Operator will discuss and exchange ideas relating to safety, health and the environment at work with its employees on a local basis and will, in addition, operate an organisation which will maintain adequate communications and action in these matters.
      2. Having set rules and standards to promote a safe and secure working environment, the Operator expects its employees on their part to recognise that they equally have a clear duty to take every reasonable precaution to avoid injury to themselves, their colleagues and members of the public and to avoid causing environmental incidents. As in other business activities failure to comply with these rules and standards may lead to the implementation of disciplinary procedures.
      3. The Operator will also take all reasonable steps to ensure that its contractors abide by similar standards to safeguard their own and the Operator’s employees, the general public and the environment.
      4. The Operator with the Operating Committee’s express consent, will work closely with government representatives and industry organisations to share information and develop and implement necessary and cost effective regulations on all aspects of safety, health and environmental control in the Operator’s work.
      5. Prime responsibility for setting the Joint Venture’s HSSE Policy lies with the Operating Committee. The responsibility for implementing the Joint Venture’s HSSE Policy is with the Operator and the General Manager . Responsibility for monitoring the effectiveness of this HSSE Policy lies with the Operating Committee. Safety will be included with other performance indicators in performance reviews.
2. **DRUG AND ALCOHOL POLICY**
   1. In the performance of this Agreement, the Operator and the Participants shall maintain strict discipline and good order at all times amongst their employees and contractors involved in activities relevant to or connected with this Agreement and shall not permit any of them to engage in activities which they deem contrary or detrimental to the other's interests under this Agreement. Further, the Operator and each Participant will ensure that such employees and contractors shall not:
      1. perform services or activities under this Agreement while performance is impaired by any proscribed **Controlled Substance** (as defined below) or under the influence of alcohol or);
      2. misuse legitimate drugs or proscribed **Controlled Substances** or possess, use, distribute or sell illicit or unprescribed Controlled Substances whilst performing activities at the Facilities under this Agreement;
      3. possess, use, distribute or sell alcoholic beverages whilst performing activities at the Facilities under this Agreement;
   2. The Participants and the Operator shall procure that their agents and contractors shall have written work rules and policies in order to ensure compliance with the obligations set out above. In so far as it does not conflict with any provision of the law, the Operator shall have the right to conduct searches of possessions, vehicles and any other property of employees, agents or contractors whilst at the Facilities.
   3. The Operator has adopted forthwith its own written work rules, policies and procedures and shall enforce these to ensure a drug and alcohol free work place while performing work and/or services for the Joint Venture and in particular, but without limitation, to ensure compliance with the obligations set out above. If requested by the Operating Committee, the Operator shall submit all or any of such rules, policies and procedures for review.
   4. The Operator shall test its employees, or those of its contractors, immediately following:
      1. any **Serious Incident** which occurs in respect of, or relates to, any Operator employee and/or any work and/or any services and/or any other activities in whose performance they have been involved in any manner while on the Operator's business or at the Facilities. For these purposes, “**Serious Incident”** shall mean any accident which falls into a particular class of incidents, or any particular incident which the Operating Committee may from time to time notify the Operator as being of a class of serious incidents; or
      2. the occurrence of any safety incident in respect of, or in relation to, any employee of the Operator and/or contractor, any work, services, and/or any other activities in whose performance they have been involved in any manner where drug and/or alcohol abuse could have been a contributing factor or where the Operating Committee wishes to determine whether the drug and/or alcohol use and/or abuse could have been a contributing factor; or
      3. if the Operating Committee so requires at any time upon the Operator becoming aware that cause exists to suspect alcohol and/or drug use and/or abuse by the Operator's employees or being informed by the Operating Committee that it believes that such cause exists, the Operator shall not use any of its employees who refuse to take, or test positive in any alcohol and/or drug test, to perform any work and/or services under and/or related to this Agreement;
   5. [In so far as it does not conflict with any provision of the law, the JV has the right to conduct searches of possessions, vehicles and any other property of employees or contractors whilst carrying out work for the JV or on the JV’s premises. Any person who refuses to co-operate with such a search shall be removed from such premises and not permitted to return].
   6. The Operator shall ensure that its employees are made fully aware of the content and purpose of the work rules, policies and procedures relating to the use and/or abuse of drugs and/or alcohol, and that the potential consequences of failure to comply with such rules, policies and procedures has been communicated to all employees prior to the provision of any work and/or services to them for the Joint Venture.
   7. The Participants shall have the right, but not the obligation, to perform unannounced audits of the Operator's alcohol and drugs program without prior notice, to verify that the Operator's rules, policies and procedures and their enforcement are acceptable to the Participants.
   8. The Operator shall enforce its rules, policies and procedures with appropriate drug and alcohol testing programs. The Operator's testing policies shall specify such substances, testing, frequency and threshold levels that the Operating Committee may from time to time approve or require. The Operator shall ensure that:
      1. all testing is carried out by suitable and appropriately qualified persons, and is analysed by reputable laboratory approved in advance by the Operating Committee.
      2. all urine and other samples are properly and lawfully obtained, that there is a proper and secure chain of custody for all samples and that testing is otherwise carried out in accordance with such protocol and procedures as the Operating Committee may notify to the Operator from time to time.
      3. a proper medical review process is in place to correctly assess the significance of the results of tests and analysis.
      4. full and accurate details of all test results (including without limitation the nature and concentrations of any substances present) are communicated in writing to the Operating Committee forthwith and that all necessary consents required to disclose such results to the Operating Committee have been obtained in advance.
   9. [The Operator shall ensure and certify that all its employees who are to perform any work and/or service in any position which the Operating Committee may from time to time determine to be a **Safety Sensitive** or **Designated Position**, have passed a pre-access alcohol and drugs test within the 12 month period immediately prior to commencing such work and/or services. Any type of alcohol and drug test conducted during this period as part of the Operator's substance use and/or abuse program that meets the standards contained or referred to in this Agreement may be used to satisfy this requirement.]

[Alternatively JV to consider a clause for pre-employment substance abuse tests for all employees]

* 1. In addition, the Operator should ensure that it's employees who perform any work and/or services in a position which the Operating Committee have determined to be a **Designated Position**, shall be subject to a continuous program of random alcohol and drugs testing without prior notice and, where required by the Operating Committee , regular health checks.
  2. The provisions of this Schedule 4D are in addition to, and not in limitation of any drug and alcohol policy that may be in force at the Facilities under this Agreement.
  3. Defined terms for the purposes of this policy:
  + **Controlled Substance** shall mean any substance which is prescribed under local law and shall include without limitation the following list of substances (which list the Operating Committee reserves the right to modify, supplement or vary from time to time): Marijuana, cocaine, amphetamines/methamphetamines, opiates, phencyclidines, barbiturates, methadone, propoxyphene, benzodiazepines, and methaqualone.
  + **Designated/Safety Sensitive Position** shall mean the position: Has a high exposure to a catastrophic operational incident; has a direct role in, or access to, operations where failure could result in serious harm to public or employee well-being, the Joint Venture’s assets, or the environment. Designated Positions shall include, but not be limited to the following positions:
  + the General Manager and their stand-in(s).
  + all employees performing aircraft refuelling or handling aviation fuel/lubes and those supervising the same.
  + all employees driving refuellers/bridgers on apron or on the road.
  + all employees driving on apron.

Safety Sensitive positions shall include, but not be limited to the following positions:

* Mechanics.
* Electricians.
* [Others?]

1. **BUSINESS AND HUMAN RIGHTS POLICY**

1. It is the Company’s policy In the performance of this Agreement that the Company, the Operator and the Shareholders will respect internationally recognised human rights as set out in the United Nations Universal Declaration of Human Rights and the International Labour Organisation’s Declaration on Fundamental Principles and Rights at Work. These include the rights of the Company’s workforce and those living in communities affected by the Company’s activities.

2. Company, the Operator and the Shareholders shall conduct the Company’s business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:

1. not employing, engaging or otherwise using forced labour, trafficked labour or exploitative child labour; nor engaging in or condoning abusive or inhumane treatment of workers;
2. providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
3. mitigating or avoiding adverse human rights impacts to communities arising from the Company’s activities to the extent practicable.