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Mutual Aid Plans among Companies in Case of Oil Spills and Other Emergencies

Arpel Guideline | Mutual Aid Plans among Companies in Case of Oil Spills and Other Emergencies

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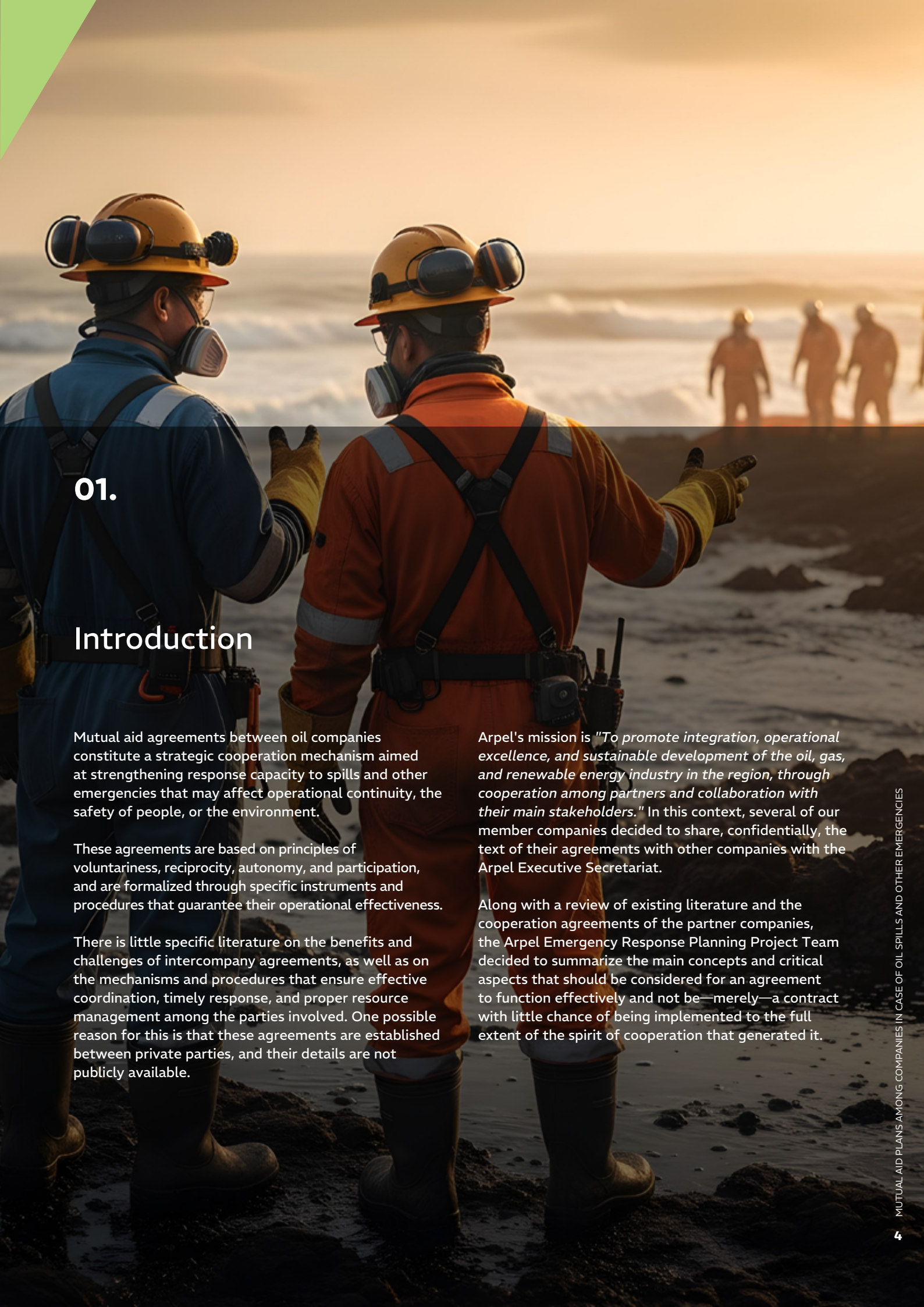
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A photograph of two oil spill responders in the foreground, wearing orange and blue protective suits, helmets with headlamps, and respirators. They are standing on a dark, muddy shore, looking out towards the ocean. In the background, several other responders are visible as silhouettes against a bright, hazy sunset sky. The overall scene conveys a sense of emergency response and environmental protection.

01.

Introduction

Mutual aid agreements between oil companies constitute a strategic cooperation mechanism aimed at strengthening response capacity to spills and other emergencies that may affect operational continuity, the safety of people, or the environment.

These agreements are based on principles of voluntariness, reciprocity, autonomy, and participation, and are formalized through specific instruments and procedures that guarantee their operational effectiveness.

There is little specific literature on the benefits and challenges of intercompany agreements, as well as on the mechanisms and procedures that ensure effective coordination, timely response, and proper resource management among the parties involved. One possible reason for this is that these agreements are established between private parties, and their details are not publicly available.

Arpel's mission is *"To promote integration, operational excellence, and sustainable development of the oil, gas, and renewable energy industry in the region, through cooperation among partners and collaboration with their main stakeholders."* In this context, several of our member companies decided to share, confidentially, the text of their agreements with other companies with the Arpel Executive Secretariat.

Along with a review of existing literature and the cooperation agreements of the partner companies, the Arpel Emergency Response Planning Project Team decided to summarize the main concepts and critical aspects that should be considered for an agreement to function effectively and not be—merely—a contract with little chance of being implemented to the full extent of the spirit of cooperation that generated it.

Objectives

This document describes the most relevant aspects to be considered by companies that have considered developing Mutual Aid Plans for spills or other emergencies.

These aspects arise from an analysis of relevant literature, as well as from agreements in force among some Arpel member companies, transforming them into best practice concepts to be considered by other companies in the region and other parts of the world.

To this end, Arpel developed a Mutual Aid Plan Template (the tool for which is found as an Excel™ file) that assists users to sequentially and logically verify the aspects to consider in the Agreement and in the Mutual Aid Plan, even verifying its application when this agreement is between companies operating in different countries.

In the Arpel template, Agreements are differentiated from Mutual Aid Plans.

- The **Agreement** is the documented administrative process that describes what, how, when, where, and who will make decisions or provide support, in accordance with the provisions established by the Parties. This is done voluntarily to carry out the determinations reached by prior consensus.

- The **Mutual Aid Plan** refers to the operational implementation of the collaboration and support, if required; that is, the materialization of what is established in the Agreement.

However, during the evaluation carried out by Arpel to establish the benefits and challenges, as well as the alternative mechanisms and procedures for cooperation (see Chapters 3 and 4), the information analyzed regarding these two aspects is synergistic. For this reason, these chapters refer—generically—to mutual aid agreements.

Chapter 7 contains relevant literature that the reader may consult if further information is required.

Benefits and Challenges of Intercompany Cooperation

Mutual aid agreements between companies present several benefits, as well as challenges that must be strategically assessed before companies wishing to undertake cooperation mechanisms in the face of spills and other emergencies sit down to talk.

3.1 Benefits

Mutual aid agreements between companies constitute a strategic tool for strengthening collective response capacity to emergencies that may exceed an organization's internal resources. Through these agreements, companies establish cooperation mechanisms that facilitate the mobilization of human, technical, and logistical resources, ensuring a more effective and coordinated response to incidents that threaten the safety of people, the environment, infrastructure, or operational continuity.

Among the main benefits of mutual aid agreements is their ability to expand the institutional response to large-scale emergencies by enabling the exchange and shared use of resources, equipment, and contracts among participating companies. This facilitates access to specialized technical and human resources, which can accelerate or even temporarily replace response resources when internal resources prove insufficient.

These agreements also promote the protection of human life, the community, the environment, property, and facilities as a shared priority among the signatory organizations. Furthermore, through comprehensive and joint training of emergency response teams, broader

and more coherent training is achieved, creating teams with a common language that facilitates communication and the application of operational guidelines during an emergency. This also ensures sufficient personnel are available to operate continuously in shifts or extended workdays, optimizing response times and event control.

Another relevant aspect is the possibility of integrating the response mechanisms of various stakeholders, both public and private, who may be affected by an emergency and have the capacity to provide support. This collaborative approach enables a comprehensive handling of incidents, considering the distribution of all facilities within the agreement area and developing proposals that consider the optimal use of uncommitted resources. In this sense, mutual aid agreements allow for a more timely, coordinated, and efficient response.

It is worth noting that these agreements are managed more effectively when established at the local, regional, or watershed level, where there is a greater likelihood of rapid access to available resources. In these areas, participating companies usually share similar technical, logistical, legal and regulatory conditions, which facilitates operational cooperation and the integration of efforts.

3.2 Challenges

However, along with the benefits, mutual aid agreements face a number of challenges that must be properly managed to ensure their sustainability and effectiveness. First, the requested resources may not be available when needed due to emergencies within the collaborating company or other justifiable reasons. There may also be restrictions on resource mobilization or difficulties related to safety conditions at the emergency site, which could prevent the provision of support.

Another significant challenge is related to determining responsibilities and managing cost reimbursements. Although these issues are addressed after the event, they can lead to disagreements if clear procedures are not in place. There is also the risk of damage to or loss of loaned equipment, so precise repair or compensation mechanisms must be established. The transportation and logistics of the requested goods are usually the responsibility of the requesting company, although the transfer can be coordinated with the collaborating company under a subsequent reimbursement arrangement.

Maintaining confidentiality is another essential element within these agreements. Any breach may result in the early termination of the agreement and legal action. Similarly, failure to provide support when requested

without justification may lead to the company's exclusion from the agreement. It is important to note that the requesting company assumes sole responsibility for damages caused by the emergency and is obligated to indemnify and hold harmless the collaborating companies against any claim or demand arising from their participation in the Mutual Aid Plan.

Finally, it is important to emphasize that mutual aid agreements are private in nature and benefit only the signatory parties, without creating rights for third parties. Each entity retains its administrative autonomy, and any type of employment relationship between the personnel of the various companies involved in providing support is expressly excluded.

It is worth highlighting that the government is responsible for establishing the legal and organizational framework for a mutual aid relationship and that, whatever cooperation mechanism is established, the roles of the government and industry must be clearly defined. It goes without saying that it is essential that the industry's contingency plans comply with and are aligned with national regulations and the national contingency plan.

Cooperation Mechanisms and Procedures

Mutual aid agreements between companies can be developed through various mechanisms and include diverse procedures.

4.1 Cooperation Mechanisms

The mechanisms underpinning mutual aid agreements include pre-established private, voluntary, autonomous, reciprocal, and participatory agreements between two or more entities. Mutual Aid Committees are also established, responsible for the comprehensive management of the plan, including its design, administration, monitoring, updating, and the incorporation of new participants.

Another key component is the Emergency Response Protocols, which regulate coordinated actions during the handling of specific incidents, ensuring uniformity in the response. Some Mutual Aid Plans establish Integration Centers, which act as an interface between the Incident Commander and the other participating companies, facilitating communication, mobilization, and

demobilization of resources. These Integration Centers are responsible for maintaining up-to-date information on the availability of technical and human resources.

Each participating company must maintain a resource inventory, reporting its available technical and human capabilities for mutual support. Likewise, it is recommended to maintain an updated contact directory to enable rapid and direct communication between the parties during an emergency. To optimize coordination, shared information systems can be implemented that detail available response resources and their operational status. Finally, integration with the Incident Command System (ICS) structures of the parties ensures that joint operations are conducted within a common and standardized organizational framework.

4.2 Structuring Local Cooperatives for Spill and Emergency Response

Several types of agreements can be developed for spill response team cooperatives and for the management of mutual aid systems. These agreements can address both onshore and offshore operations. The basic structures of these cooperatives can be applied to operations across the entire value chain of the oil and gas industry.

The following describes some basic concepts to consider when structuring local cooperatives.

Organizational and Administrative Structure

Cooperatives for responding to spills or other emergencies can be established as independent corporate entities, with their own resources, personnel, and objectives, aimed at ensuring an effective response to emergencies. Their management is handled by a committee composed of representatives from the affiliated companies, which defines general policies and oversees operations. The committee chairmanship is assigned on a rotating basis, temporarily held by the company with the highest operational activity during the corresponding period.

Within the structure, an Administrative Operator is designated, responsible for daily activities, equipment maintenance, and coordination of the local Response Team, ensuring the continuous operation of resources and the adequate preparedness of personnel for potential incidents.

Coordination and Operational Roles

The operation of the cooperatives is based on a clearly defined chain of command and control, supported by simple hierarchies that facilitate decision-making and the execution of actions with common objectives. Each cooperative has its own contingency plan, which is reviewed and tested through annual training exercises designed to strengthen the technical and operational capabilities of its personnel.

The local operating company acts as the first line of defense against a spill or emergency, assuming initial responsibility for containment and mitigation. In larger-scale emergency situations, the system provides for the mobilization of additional resources and personnel from other cooperatives, guaranteeing a coordinated and efficient response at the regional level.

Shared Resources and Capabilities

The cooperatives have specialized response teams, trained personnel, and comprehensive logistical support, including transportation, lodging, and meals for the intervention teams. High-cost equipment, such as work barges, long-range pumps, and incinerators, is acquired by the central organization and strategically distributed for shared use among the various cooperatives, optimizing resource availability and reducing operating costs.

Financial Arrangements

The cooperatives' financial sustainability is based on a shared financing system. Costs related to initial capital, personnel training, and research activities are distributed equitably among the affiliated companies. Operating expenses are allocated according to each company's activity level, considering parameters such as the number of wells drilled and the volume produced or transported.

In the case of centralized cooperatives, a unified budget is prepared that incorporates administrative fees, research activities, and capital equipment acquisitions, ensuring transparent and balanced financial management.

Technical and Management Procedures

The roles and responsibilities of all stakeholders—industry, government, and community—are clearly defined and understood by the Parties to avoid duplication and ensure coordinated and effective action during emergency response operations.

Communication and Institutional Liaison

The cooperatives maintain ongoing communication with government authorities, local communities, and other relevant stakeholders, fostering fluid and continuous communication. Furthermore, they manage public relations activities, participate in government hearings, and conduct periodic performance evaluations to strengthen institutional trust, operational transparency, and the social legitimacy of their activities.

4.3 Procedures

The effectiveness of the Mutual Aid Plan (MAP) depends on the application of standardized operating procedures that ensure orderly activation and efficient resource management. Activation begins when the affected company notifies the emergency and requests MAP activation through the established channels. This request must be documented using the official form, including the minimum required information.

Subsequently, the participating companies analyze the request, considering the nature of the event and the commitments made in the agreement. Once the assessment is complete, the companies indicate whether they can provide support, specifying their availability, response times, resources to be supplied, and contact information. If they are unable to collaborate, they must justify the reasons for their refusal.

Once assistance is confirmed, the participating company manages the mobilization of the committed resources. If Integration Centers have been established, they can coordinate this stage by verifying availability and accompanying the deployment of resources. During this process, it is recommended to formalize the delivery with a report documenting the equipment or materials mobilized.

Once at the emergency site, the resources of the collaborating companies are placed under the command of the Incident Commander of the requesting company and integrated into the operational structures of the Incident Command System (ICS), ensuring the technical and hierarchical coordination of operations.

During the response, the requesting company must constantly monitor the scope of support provided to determine if additional resources are needed or if the operation can be concluded. Once the situation is under control, the requesting company formally deactivates the MAP and notifies the collaborating entities of the completion of their tasks.

Subsequently, the restitution and reimbursement phase takes place. The requesting company must return the loaned equipment or reimburse its value, as well as cover the expenses incurred by the collaborating companies. Formal deadlines and mechanisms are established for the return of equipment and the submission of invoices.

Finally, after the event concludes, a post-incident evaluation is conducted to identify lessons learned and opportunities for improvement. The results of this evaluation are documented in minutes and may lead to continuous improvement plans that strengthen the functioning of the Mutual Aid Plan in future activations.

Agreements Between Companies Operating in Different Countries

The template proposed by ARPEL has the advantage of being a flexible guide that seeks to foster communication and agreements. Presented as a checklist, it allows for the consideration of applicable issues between companies even those operating in border areas governed by different regulations.

While political boundaries create commitments and restrictions on aid and response capabilities, the principles of good neighborliness and cooperation must prevail to conserve the environment and control collateral damage, always bearing in mind the exemption from liability of the Party providing assistance to the requesting Party.

The first Item of the guide ("Regulations") suggests that companies review applicable legislation (national and international) and define a scope of application. These two topics are general in nature and fully applicable to cross-border agreements where clarity is needed regarding the scope and potential impacts.





Conclusions

Mutual Aid Agreements represent a high-value inter-company cooperation practice for the oil and gas industry. Their proper structuring allows for an expanded collective response capacity to spills and other emergencies, optimizes the use of technical and human resources, and strengthens the operational, environmental, and social resilience of the participating organizations. However, their effectiveness depends not only on the existence of a contractual instrument, but also on clear roles, a precise definition of responsibilities, integration with the Incident Command System, and consistency with applicable regulatory frameworks.

The identified benefits—greater resource availability, joint training, coordinated response, and cost optimization—only materialize when the associated challenges—responsibilities, reimbursements, actual resource availability, confidentiality, and governance—have been explicitly addressed and managed in the Agreement and the Mutual Aid Plan. In this regard, voluntary cooperation must be based on clear rules that preserve the autonomy of the Parties, define the primary responsibility of the requesting company, and ensure the legal protection of collaborating companies, especially in contexts of high operational or institutional complexity.

The Arpel Template proposed in this document synthesizes regional and international best practices and offers a structured tool that guides the Parties in developing Mutual Aid Agreements and Plans in a sequential and logical manner. However, its value lies not only in serving as a regulatory checklist, but also in facilitating a reflective process that allows the model to be adapted to the operational, geographical, and regulatory realities of each environment.

Regarding the applicability of the model when the Agreement involves companies operating in different

countries, the experience analyzed indicates that, rather than simply “verifying its application” in formal terms, it is essential to ensure its practical traceability and operational efficiency. This entails periodically evaluating how the Agreement functions in real or simulated scenarios, identifying obstacles arising from regulatory, customs, logistical, or permitting differences, and adjusting procedures based on user experience. Continuous improvement, based on lessons learned, is central to ensuring the instrument's effectiveness in cross-border contexts.

Furthermore, the model has been designed with a degree of flexibility that allows it to adapt to different types of operations (onshore, offshore, transportation), geographical realities, and political boundaries. This flexibility does not weaken the governance framework; on the contrary, it facilitates the creation of documents by companies, government agencies, or other stakeholders that reflect their specific needs, always within the common principles of voluntariness, reciprocity, clarity of scope, and defined responsibilities. In agreements between companies operating under different jurisdictions, prior review of applicable regulations, explicit delimitation of territorial scope, and the definition of institutional coordination mechanisms are essential conditions for their viability.

In conclusion, Mutual Aid Agreements and Plans should not be viewed as static instruments, but rather as dynamic cooperation mechanisms that require maintenance, joint exercises, document updates, and post-activation evaluation. When designed with clear governance, precise allocation of responsibilities, and a focus on continuous improvement, they constitute a strategic tool that transcends corporate and even national boundaries, strengthening the industry's collective capacity to prevent, contain, and mitigate the impacts of spills and other emergencies.

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Appendix

Explanation of elements contained in the Arpel Template for Agreements and Mutual Aid Plans between companies in case of oil spills and other emergencies

Parties considering a Mutual Aid Plan are encouraged to use the tool, which is an editable Excel™ version of the Arpel Template containing the elements of the Mutual Aid Plans presented in this chapter. This will allow the Parties to adapt the Template to their specific circumstances.

For the purposes of the Arpel Mutual Aid Plan Template:

- The **Agreement** is the documented administrative process that describes what, how, when, where, and who will make decisions or provide support in accordance with the provisions established by the Parties. This is done voluntarily to carry out the determinations made by prior consensus.
- The **Mutual Aid Plan** refers to the operational implementation of the collaboration and support, if required; that is, the materialization of what is established in the Agreement.
- The **Parties** are the companies that signed the Agreement.

The Arpel template is classified in 10 Items with 41 specific elements

1. Regulations (2 Elements)
2. Companies included in the Mutual Aid Agreement/Plan (1 Element)
3. General provisions (3 Elements)
4. Responsibilities (7 Elements)
5. Commitments (5 Elements)
6. Emergency activation/startup/response (12 Elements)
7. Maintenance of the Mutual Aid Plan (4 Elements)
8. Legal aspects (5 Elements)
9. External support (1 Element)
10. Document management (1 Element)

The following provides guidance to users on the scope of each of the 10 Items in the Arpel template, as well as the objectives expected to be achieved in each of the 41 Elements when developing a Mutual Aid Agreement. This will allow the parties to record the completion status of the Mutual Aid Agreement on the attached Excel tool.

1. Regulations

This section verifies all mandatory regulatory and legal aspects in each of the regions involved in the Mutual Aid Plan.

Glossary and Abbreviations

The entire glossary (vocabulary, lexicon) and abbreviations used in the document must be standardized to ensure clarity for all parties involved in the Mutual Aid Plan.

1.1 The Agreement takes into account the provisions of national legislation or national/international contingency plans in force in the countries where the parties operate.

Clarify whether all legal and regulatory aspects of compliance in the regions of those involved in the Mutual Aid Plan are addressed in the document.

1.2 The Mutual Assistance Plan includes the initial and minimum general information of the Agreement necessary to begin its implementation within its specific scope.

Define in the document the general points or aspects that must be considered for the proper implementation of the Mutual Aid Plan.

2. Companies Included in the Mutual Aid Agreement/ Plan

This section lists all companies that will actively participate in the Mutual Aid Plan.

Geographic Location of the Area of Influence and Impact of the Mutual Aid Plan and Location of the Main Offices (Headquarters) of the Companies Included

This section describes the zones, areas, physical spaces, geographic locations, etc., that determines the scope of the Mutual Aid Plan, the geographic boundary that triggers its activation, and the address (location) of the main offices or headquarters of the companies involved in the Mutual Aid Plan.

2.1 The names of the companies, subsidiaries, or lines of business of the Parties are correctly specified.

Describe the specific and detailed information of the Companies involved in the Mutual Aid Plan, their headquarters (branches, subsidiaries, offices, etc.), and the role or position of those in charge of the Mutual Aid Plan.

3. General Provisions

Space to outline the general aspects to be considered in the Agreement.

Common Objectives, Principle of Application, and Scope

The general and common objectives of the Agreement are outlined, encompassing the needs of all companies that will actively participate in the Mutual Aid Plan.

3.1 The Agreement is private, voluntary, autonomous, reciprocal, and participatory among the parties.

The Agreement must clearly state that participation is voluntary and autonomous and will be governed by a principle of reciprocity and participation.

3.2 The Agreement explains the common purpose and priorities of the Parties in responding to emergencies.

The common purposes of the Agreement and the priorities for its activation must be specified, including specific emergencies, social or public order issues that prevent support, factors that jeopardize the provision of support, lack of resource availability, etc.

3.3 The Agreement explicitly establishes the scope of mutual aid (e.g., facilities, spills, geographic area, fires and/or explosions, leaks and types of toxic substances that may impact communities, occupational events requiring patient mobilization, etc.).

The scope of the Agreement must be clearly defined, indicating the type of emergencies, the processes involved, the physical areas covered by the Agreement, and the extent of the support provided by the Party.

4. Responsibilities

Clearly, specifically, and objectively define the responsibilities of those involved in the Mutual Aid Plan.

Primary Responsibility, Roles, Responsibilities, and Coordination of the Agreement

Determine the responsibility of the affected party (the one requesting activation of the Mutual Aid Plan), at what stage of the emergency it should be activated, how it should be activated, what their responsibilities will be, and what responsibilities those providing support will have.

4.1 The Agreement explicitly includes the names and contact information of the individuals responsible for activating resources and for updating the information to keep the document current.

The name, position, telephone number, and email address of the person responsible for requesting and activating the Mutual Aid Plan in each Company must be clearly defined, as well as who is responsible for updating this information in the Agreement if there is a change in person or role.

4.2 The Agreement stipulates that in the event of spills that may affect bodies of water, the party responsible for the facility, operation, owner of the substance, or activity from which the spill originated will also be fully responsible for the spill response.

Clarify the responsibility of the company responsible for the event with respect to the management, organization, and response to the spill or contamination.

4.3 The Agreement stipulates that the requesting company is responsible for logistical aspects such as food, fuel, lodging, and other items that are part of the emergency response.

Clarify in the Agreement that the company requesting its activation is responsible for providing logistical support for emergency personnel (food, hydration, lodging).

4.4 The Agreement stipulates that all liability arising from damages caused by the emergency will be the sole responsibility of the requesting company, without prejudice to the support provided by collaborating companies.

The Agreement must specify that the responsibilities generated by the emergency are the sole responsibility of the company requesting the activation of the Agreement.

4.5 The Agreement stipulates that collaborating companies will not be liable under any circumstances for damages caused in response to the emergency.

Clarify in the Agreement the exclusion of liability for support companies for damages caused by the emergency.

4.6 The Agreement provides for the preparation of a closing document reflecting the cessation of support between the Parties, which also indicates that the loaned items and/or equipment were returned in optimal condition or reimbursed.

The Agreement must define a format or document for the closure or suspension of support between participants, listing the loaned items and their return status, condition, or pending return.

4.7 The governance structure for the strategic and operational management of the Agreement is described, including organizations, positions, and names.

Clearly define in the Agreement the institutions, roles or positions, and names for decision-making and strategic direction of the Agreement.

5. Commitments

Clauses, exceptions, exclusivity, and validity

Relevant aspects to consider from a legal and contractual standpoint for the proper implementation of the Agreement.

5.1 The Agreement is established solely for the benefit of the Parties, and no third party may be considered a beneficiary of it nor have the right to claim support based on it.

Clarify whether the Agreement will only cover the signatories or if third parties (contractors/subcontractors) may also request its activation; whether this scope can be expanded with the signatory's authorization or if it must be approved by consensus of all Parties.

5.2 When requesting resources, the requesting company must ensure the transportation and/or logistics of the resources requested from the collaborating company(ies) and which have been previously agreed upon by the parties.

Include in the Agreement who will be responsible for the transfer of resources to provide support during the emergency response.

5.3 The Agreement stipulates the procedures for securing transportation and/or logistics facilities in case the requesting company does not have them.

Establish the methodology, logistics, or external support for securing the areas, transportation, and logistics in case the requesting company lacks the capacity, or its capacity is overwhelmed by the emergency response.

5.4 The collaborating party guarantees that it has all the authorizations, licenses, or permits required to allocate and operate the resources made available under the Agreement.

The participants in the Agreement who will provide support must guarantee and state in the Agreement that they have the permits and authorizations required to provide support during the emergency.

5.5 The conditions under which the parties are exempt from providing the support described in the Agreement are clearly explained.

Establish in which cases support will not be provided in response to a request (e.g., risk of public order, threats, attending to a prior emergency, etc.).

6. Emergency Activation / Startup / Response

Definition of timelines, activation methodology of the Agreement, and response and support procedures.

Activation and organization of the response (Incident Command System) and emergency withdrawal, crisis rooms, simultaneous incidents, resource inventory, notifications, and communication.

Methodology for activation, deactivation, communication, and channels during the active phase of the Agreement.

6.1 The Agreement establishes that it will only be activated when the emergency exceeds the internal response capacity of the affected company.

It defines that the activation of the Agreement is due to a situation that exceeded the response capacity and resources of the requesting company, where it cannot control the emergency with its existing capacity.

6.2 The Parties periodically verify with each other the availability of trained personnel, equipment, resources, as well as duly implemented and tested emergency and contingency plans to ensure an autonomous and timely response capacity according to each party's risk level.

Define the obligations and commitments of each Party regarding the inspection, updating, testing, and maintenance of resources to guarantee their operational readiness at the time of activation.

6.3 For emergency response, companies participating in the Mutual Aid Plan may lend equipment and personnel in accordance with the provisions of the Agreement.

Define the commitment of the Parties to the Agreement for the loan and mobilization of the resources mentioned therein. Establish the administrative autonomy of each Party and the exclusion of any employment relationship between the personnel of the different companies participating in the mutual aid.

6.4 The resources reported by each Party as available for the response within the framework of the Agreement are established.

Establish the commitment to maintain the availability and operational readiness of the resources defined in the Agreement.

6.5 The resources and quantities indicated in the Agreement do not obligate the collaborating company to provide them at the time of activating the plan, subject to justification.

Define that the resources mentioned in the Agreement will not be provided when Element 5.5 applies or due to force majeure (define force majeure).

6.6 The Parties may make available for the emergency additional technical resources beyond those listed in the Agreement, as they deem appropriate, and such loan is governed by the conditions established in the Agreement.

Establish the autonomy of the signatory companies to provide additional resources beyond those mentioned in the Agreement if they deem it pertinent.

6.7 The Agreement indicates the availability of accessories for the effective operation of the resources that are agreed to be made available to the requesting Party.

The companies involved in the Agreement must guarantee that all accessories and tools for the operation of the resources will be available during its activation.

6.8 The inventories of technical resources made available under the Agreement for emergency response are managed and updated annually.

The companies involved in the Agreement must guarantee that the resources mentioned therein are operational and are periodically verified and managed.

6.9 The Agreement establishes a protocol for activating the Mutual Aid Plan and the order for mobilizing resources.

Define the protocol for activating the Mutual Aid Plan, including its format, step-by-step instructions, communication channel, the position or role of the person responsible for activating it, and a definition of the required resources.

6.10 The protocol for activating the Mutual Aid Plan includes procedures for ending the emergency and deactivating the Mutual Aid Plan.

Define in the protocol the format, means, and channel for deactivating the Mutual Aid Plan and demobilizing resources.

6.11 The parties agree to follow a generic Incident Command System framework—described in the Agreement—for decision-making and resource organization in emergency response.

The companies involved in the Agreement commit to using the Incident Command System methodology to ensure an organized response and coordinate with relief agencies and external support during the emergency response.

6.12 The Agreement establishes how to define priorities in the event of two or more simultaneous emergencies.

The Agreement must define priorities in the event of simultaneous or emerging emergencies, taking into account parameters such as types of emergencies, impacts, escalation of the emergency, vulnerabilities, etc.

Maintenance of the Mutual Aid Plan

Strategies to keep the Agreement current and operational.

Training, drills, and simulations

Joint and individual aspects of training and drills for the implementation of the Agreement and emergency response.

7.1 The Agreement stipulates the parties' responsibilities for the comprehensive training of brigade members.

Define individual and joint responsibilities for the training of emergency response brigades or teams.

7.2 The Agreement establishes the Parties' obligation to proactively attend meetings, workshops, and other preparatory activities necessary for its effective implementation.

Define the obligation and commitment for active attendance at joint planning and strategy meetings established to guarantee the operational status and maintenance of the Agreement.

7.3 The Agreement establishes the obligation of the Parties to participate in the development of preparedness activities (e.g., capacity building, exercises, drills, etc.) agreed upon by all Parties to ensure an integrated and coordinated response upon activation/implementation.

Define the obligation and commitment for active participation in the practical and operational activities established for the effective implementation of the Agreement.

7.4 The Agreement ensures that drills are conducted with the participation of all Parties.

Establish the conduct of joint drills to evaluate the operability and effectiveness of the Agreement.

8. Legal Aspects

Legal and contractual guidelines that must be considered in the design of the Agreement.

Confidentiality, indemnity, conflict resolution, performance, improvement, compensation, payments, reimbursements, procedure for joining, assignment, and suspension of the Mutual Aid Plan

Establish aspects related to confidentiality, communication, conflict resolution, performance evaluation, improvement plans and commitments, return, compensation or replacement of resources, definition of compensation or payment for resources that cannot be returned, establish the mechanism for joining the Agreement once it is in effect, and define the mechanism for suspending or assigning the Agreement with clear and defined parameters.

8.1 The Agreement establishes its duration and the conditions and procedures for its termination or extension (if applicable).

Establish the dates or periods of validity of the Agreement and the considerations for extending or terminating it.

8.2 The Agreement stipulates the financial responsibilities of the parties for the transfer of personnel, equipment, and other resources to the location where support is required.

Define the financial responsibilities of each Party upon delivery of resources to the requesting company.

8.3 The requesting company is obligated to return the provided equipment in optimal condition once the emergency response has been completed, or earlier if possible, or upon request from the owning Party.

Define the obligation and commitment to return the resources in optimal condition once the emergency has ended, or earlier if the supporting company so requires.

8.4 In the event that the equipment is damaged, totally destroyed, or lost, the requesting company must carry out the repair or reimbursement, as applicable, in accordance with the conditions stipulated in the agreements between the requesting company and the collaborating company.

Establish the mechanisms for the repair, payment, or reimbursement of resources in the event that they have been damaged during the emergency response.

8.5 The consequences of one of the Parties failing to respond to the requesting company's call without justifying the reason why it cannot provide the support established in the Agreement are indicated.

Define the consequences if one of the Parties fails to activate or provide support—if required—without just cause.

9. External Support

Organizations, neighbors, and emergency response contractors that can provide support but are not formally bound by the Agreement.

Inter-institutional Collaboration and Agreements (Relief Agencies, Police, Authorities)

Government agencies, authorities, and relief agencies that provide emergency support with which Inter-institutional Support Agreements have been established.

9.1 Emergency support from third parties not included in the Agreement will be an independent decision of each Party and will not imply liability for the other companies that are signatories to the Agreement.

Specify that, should support from other actors and third parties be involved, the companies involved in the Agreement will not be liable for it.

10. Document Management

Administrative processes, archiving, and document traceability to demonstrate the management procedures established in the Agreement.

Change/modification and update control, formats, contact directory, schedule, and archiving:

Define the methodology, responsibility, and mechanism for changing, updating, or modifying the formats, documents, and elements contained in the Agreement.

10.1 The names, telephone numbers, and email addresses of the individuals responsible for implementing the Agreement's emergency response protocol are kept permanently updated.

Define the tool that contains the data (names, emails, telephone numbers) of the individuals responsible for and members of the Agreement and define the responsibility for keeping this document updated and current.

GUIDELINE

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BEST
PRACTICES

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ASSOCIATION OF OIL, GAS AND
RENEWABLE ENERGY COMPANIES
OF LATIN AMERICA AND THE CARIBBEAN

ARPEL is a non-profit association gathering oil, gas and renewable energy sector companies and institutions in Latin America and the Caribbean. Founded in 1965 as a vehicle of cooperation and reciprocal assistance among sector companies, its main purpose is to actively contribute to industry integration and competitive growth, and to sustainable energy development in the region.

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