

CONVENTION

regarding compliance with the minimum requirements for occupational health and safety, emergency situations and environmental protection during the activity on the construction site

**DESIGN SERVICES (TP+ED+TDBP+TDEO), technical support and
WORKS EXECUTION for the project „In-depth energy refurbishment of the Technical Energy College”**

ANNEX to contract number _____ dated _____

Concluded today _____ pursuant to the provisions of Law no. 319/2006, the Law on Health and Safety at Work and of GR 1425/2006, with the amendments brought by GR 955/2010, regarding the Methodological Rules for Enforcing Law 319/2006, as well as pursuant to the provisions of GR 300/2006, regarding the minimum health and safety requirements for temporary or mobile construction sites.

between:

SIBIU MUNICIPALITY, headquartered in Sibiu, str. S. Brukenthal, no. 2, Sibiu County, post code 550178, telephone: 0269.208.800, fax 0269.208.811, tax code 4270740, represented by ASTRID CORA FODOR - Mayor and DORIAN IOAN DĂNCĂNEȚ - Economic Manager, hereinafter referred to as the beneficiary,

and

..... SRL, headquartered in locality..... Street no.....

County..... registered with the Trade Register under the number

tax code..... telephone e-mail represented by

Mr..... as GENERAL CONTRACTOR (GC)

In order to specify the responsibilities and obligations of the parties signing the contract, in the field of Occupational Health and Safety (OHS), fire prevention and extinguishing (FPE), and environmental protection, according to the legislation in force, to prevent inconsistencies and the occurrence of events such as dangerous incidents and/or work accidents, in fulfilling the duties that make the scope of Contract no. dated

In this regard, the following are mutually agreed upon:

I. BENEFICIARY'S OBLIGATIONS

1. Before starting the fulfillment of the services/works contract, the GENERAL CONTRACTOR is obliged to hand over the site where the GENERAL CONTRACTOR is to carry out the works established by the contract, with everything that this entails (ensuring the source of energy, water, indicating the traffic routes, above and below ground networks, sewage, etc.).
2. Appoints, by written decision, the coordinator in matters of Occupational Safety and Health for the duration of the stipulated works, until concluding the works reception protocol.
3. Gives the GC representative a copy of the General Occupational Safety and Health Plan, immediately after signing the services/works contract between the parties.
4. Following the visits carried out by the appointed coordinator, on the construction site, he/she monitors the compliance with the security requirements by the workers appointed by the GC and may order the immediate cessation of the activity of the workers appointed by the GC and/or its subcontractors, if he/she finds that the contractor violates the Security requirements, provided by the legislation and/or in the General Plan for Occupational Health and Safety, during the execution phase for the construction site, exploits the work equipment (technical), improperly or dangerously.
5. The beneficiary is prohibited from requesting the GC to carry out operations that contravene the occupational safety regulations or that could endanger the lives of the workers and could lead to an imminent risk of injury or illness.
6. The beneficiary is prohibited from using the workers appointed by the GC to carry out operations other than those provided by the contract concluded, without the contractor's consent.
7. May order the immediate exclusion and removal from the construction site of workers belonging appointed by the GC or

- subcontractors who are intoxicated or under the influence of prohibited substances (narcotics and psychotropics), or who have been caught consuming alcoholic beverages or prohibited substances (narcotics and psychotropics).
8. May order the immediate stoppage of the works appointed by the GC, with the latter bearing the consequences related to the delay of the works if it is found that:
- a) the GC carries out his activity with staff for whom there are no copies on the construction site of the individual labor agreement, the training sheet in the field of OHS and FPE, the occupational health sheet with the mention FIT FOR WORK AT HEIGHT;
 - b) Workers appointed by the GC's subcontractors do not meet the requirements of point (a);
 - c) When the OHS coordinator finds that the requirements of the legislation in the field have been violated, without IMMEDIATE measures being taken to remedy the non-compliance;
 - d) The GC and/or its subcontractors carry out the activities with the minors.

II. GENERAL CONTRACTOR'S OBLIGATIONS

1. The GC has the obligation to ensure the construction site layout, the fencing and guarding of the construction site, the occupational health and safety signs regarding the dangers on the construction site and the access of all categories of persons to the construction site, including the inspection bodies.
 2. Equipping the point (office), the construction site layout with fire intervention means (fire extinguishers), and first aid means (first aid kits), in sufficient numbers.
 3. The workers with whom the GC will carry out the works provided by the service/works contract will be employed with an individual labor agreement by the GC, ensuring that the workers belonging to the subcontractors with whom it has concluded subcontracts are employed with legal forms.
 4. Workers appointed by the GC will be trained in the field of occupational health and safety and fire prevention and extinguishing, individual OHS and FPE files will be permanently on the site, with the site manager designated by the GC, accompanied by a copy of the occupational health medical files, which shows that the workers are fit for the job and activities to be carried out, including the mention FIT FOR WORK AT HEIGHT. Also, through the care of the GC, copies of the individual labor agreements of all workers appointed by the GC on the site will be provided, which will be kept at the site management office.
- FOR ANY PERSON WHO CARRIES OUT AN ACTIVITY WITHOUT BEING ABLE TO PROVE THE EXISTENCE OF AN INDIVIDUAL LABOR AGREEMENT, THE RESPONSIBILITY LIES WITH THE GC!
5. The provisions of Chapter II, point 4, shall also apply to all workers appointed by subcontractors, through the GC.
 6. Provides personal protective equipment, appropriate to the risks existing on the site, for workers appointed by the GC, its own subcontractors and for visitors to the site. In this regard, helmets of a distinct color (white, yellow, blue, red) shall be provided, so that at any time people on the site can be recognized. Employees/collaborators/subcontractors shall also be provided with the protective equipment required by the legislation in force, the GC being solely liable for failure to comply with this obligation both in terms of the measures ordered by the institutions authorized to carry out the inspection and for bearing the damages/injuries.
 7. Has the obligation to ensure the use of PPE (personal protective equipment) by all its own or subcontractor's workers, throughout the business hours, as well as by visitors, while on site.
 8. Ensures qualified (authorized) staff for the fulfillment of the works mentioned in the service/works contract. Subcontractor's workers will be verified regarding their qualifications by the person established by the GC.
 9. Is responsible for the periodic training on OHS and FPE of its own workers, according to its own training and testing plan, as well as the collective training of workers belonging to subcontractors.
 10. Takes care of the training and testing of its own workers in order to obtain the authorizations for the exercise of the professions within the deadlines provided by the legislation, where applicable.

11. Identifies and evaluates the risks of occupational accidents and illnesses specific to the activities carried out on the site and takes preventive measures.
12. Provides hygienic and sanitary materials both for its workers and for those of subcontractors.
13. Takes specific measures to protect its own staff on days with extreme temperatures, according to the legislation in force.
14. Designates in writing a competent person for the organization, supervision and coordination from the point of view of occupational safety and health and fire prevention and extinguishing for all its own workers and those appointed by subcontractors.
15. It is prohibited to put into operation machines, equipment or installations that have technical faults or on which the safety devices (guards, acoustic signal on cranes, etc.) do not operate.
16. Will not introduce workers, employees or other external collaborators to the construction site before notifying the OHS coordinator in writing. Otherwise, he will be solely responsible for the occurrence of any events.
17. Equipping access routes and dangerous areas with OHS signs, to prevent dangers in the area where the service/work activity is carried out.
18. Fencing, covering and warning, as appropriate, of work areas to prevent accidents.
19. Preparing the own OHS plan and annexes A01, A02, A03, A04, A05, A06, A07, A08, A09, both for the GC and for subcontractors.
20. It is prohibited for own employees or those appointed by the subcontractors to smoke and work with open flames in areas with a risk of fire.
21. In the event of work accidents, situations of emergency and environmental, these will be recorded by the party that caused the event through organizational measures or actions of any kind. Material damage caused as a result of non-compliance with occupational health and safety measures, emergency situations and the environment will be fully borne by the party that caused the damage.
22. The GC will comply with the rules for the storage of industrial and household waste, using only the spaces specifically designated in this purpose for storage.
23. If the GC uses toxic, priority hazardous substances in the course of his activity, as defined in GR 118/2002, Annex I, it will notify the GC's Environmental Officer in advance, in order to decide on the additional measures that are required.
24. The GC together with his subcontractors are obliged to make available to the Occupational Health and Safety Coordinator, designated by the beneficiary, any document or information that the latter considers necessary and that is related to the requirements of Chapter II of this Annex. Refusal to make available, or the absence of any document or measures included in Chapter II, may lead to the immediate cessation of the works by the beneficiary, with the payment by the GC of any damages for delays in the works completion.
25. The GC will fence the construction site and will control the access of persons/vehicles to the construction site.
26. The GC is directly liable for the acts of its own employees, collaborators, subcontractors and their employees.
27. Undertakes to comply with the provisions of Law no. 319/2006, the Law on Health and Safety at Work and GR 1425/2006, as amended by GR 955/2010, regarding the Methodological Rules for Enforcing Law 319/2006, as well as based on the provisions of Gr 300/2006, regarding the minimum health and safety requirements for temporary or mobile construction sites and the entire legislation regarding the carrying out of the activity and labor protection, being responsible for his actions, those of his employees and subcontractors and undertaking to pay the damages/injuries caused by them.
28. In carrying out the scope of contact no. , the GC is solely responsible for the failure to comply with the legislative

provisions, including those indicated in art. II paragraph 27 of this agreement.

29. Provides training on issues specific to the company in terms of occupational safety and health, emergencies, environmental protection and energy efficiency to the entire staff, before the effective start of the activities that make the scope of the contract concluded between the parties. This training is carried out upon entry to the workplace (access to the workplace being conditional on prior training being carried out by the designated employee of the company); this training is recorded in the training report, which original is kept by the person who carried out the training and the copy is handed over to the beneficiary. The absence of this document upon presentation at the workplace where the GC activity is to be carried out prevents his access.

30. Trains his employees/collaborators on significant energy uses in the work area and operating rules, in case services/works provided by the provider's workers involve interventions on equipment/installations/systems or processes stated by the purchaser as significant energy uses, which may have the effect of increasing the energy consumption associated with them.

31. Provides its employees with appropriate individual protection means depending on the risk factors of occupational accidents/illnesses that may occur during the work and to ensure the initial provision of first aid means in case of fire in accordance with the FPE regulations in force, at fixed workplaces/own installations.

III. JOINT MEASURES

1. Each contracting party is responsible for ensuring the full implementation of occupational health and safety measures in accordance with the requirements of the legislation in force and the GENERAL OHS PLAN!

2. If in an area works are carried out jointly by GC workers and other workers (either its subcontractors or appointed by other companies with which the beneficiary concludes service/work contracts), and the activity of both parties is interrupted for a period of time, the resumption of the activity will be made only after the parties involved in the activities have notified each other and only after a mutual agreement has been reached on the date and time of resuming the works, taking all the necessary measures to carry out the works in optimal working conditions.

3. The contractor working at the upper level (at height) undertakes to take all the necessary measures for the safe work of those working at the lower level, and the latter to comply with the measures set.

- 4 The contracting parties are obliged to notify each other if the employees of either of them do not comply with the prevention and protection measures, I.S.C.I.R, emergency situations and the environment.
5. The consumption of alcoholic beverages, drugs or psychotropic substances or the presentation to work in an inappropriate physical condition of the employees of the two contracting parties is prohibited.
6. It is prohibited to enter the work area with ignition means (other than those allowed by the owners), smoking, the introduction and use of fire sources at workplaces, especially those where potentially explosive atmospheres may occur.
7. The GC undertakes to process this agreement with subcontractors (if any). Other measures in terms of occupational safety and health, emergency situations, environmental protection and energy management for some activities carried out in parallel and arising after this convention will be included in a protocol concluded between both parties, which will be an integral part of this convention.

IV. REPORTING, INVESTIGATING AND RECORDING OCCUPATIONAL ACCIDENTS

1. The GC has the obligation to report to the beneficiary any event, as defined by the legislation (dangerous incident or work accident), suffered by its own workers or those appointed by the subcontractors, and any work situation that it considers a danger to the safety and health of workers.

2. Any work accident involving workers appointed both by the beneficiary and by the GC or subcontractors, will be investigated by a joint commission made up of persons designated by the two parties.

The accident will be recorded as follows:

If the investigation results in the accident occurring due to the exclusive fault of the GC, the accident will be recorded by him.

If the investigation results in the accident occurring due to the exclusive fault of the beneficiary, the accident will be recorded by the beneficiary.

If the investigation results in the accident occurring due to both the GC's fault and the beneficiary's fault, the accident will be recorded by the party that organized the activity in which the accident occurred.

V. VALIDITY PERIOD

This Convention is annexed to the contract no. dated and is valid for the entire period during which the service/works provider (the contractor) performs works for the Beneficiary under the above-mentioned contract. This Convention was concluded in 3 copies, one copy for each party.

Sibiu Municipality

General Contractor

