# SAFETY

## For each applicable Project, beginning on the Commencement Date and continuing through the Final Completion Date, Contractor will assume direct and complete control and sole responsibility for developing, implementing, and administering the safety requirements for the Work at the Work Site for the purposes of all occupational health and safety laws, regulations, orders, directives, codes, and guidelines (“**OHS Legislation**”) and as set forth in the Agreement. Contractor will be responsible for the occupational health and safety of all personnel of Company, Contractor, Subcontractors, Other Contractors and the general public and the protection of Company’s property and the property of third parties from loss or damage.

## Contractor represents and warrants that it has an effective health and safety management system that ensures the Work at the Work Site will be carried out safely and in compliance with OHS Legislation and the Agreement. More specifically, Contractor represents and warrants that its health and safety management system includes (i) safe work procedures and policies; (ii) safety orientation courses; and (iii) any other operational controls (the “**Safety Programs**”), all of which meet or exceed the safety requirements of all OHS Legislation and the specifications provided by Company, outlined in Schedule “●” “Occupational Health and Safety Specifications for Prime/General Contractors”.

## Contractor represents and warrants that the Site Specific Safety Plan (“**SSSP**”) for each Work Site as provided to Company and revised from time to time meets or exceeds the requirements of the relevant OHS Legislation and the Agreement.

## Company shall be entitled to inspect each Work Site and the performance of the Work at any time to audit Contractor’s compliance with the SSSP.

## Notwithstanding that Contractor has been designated the Prime Contractor, Company shall have the right to stop any work at a Work Site, which is thought to be unsafe or not in conformity with OHS Legislation or the SSSP.

## Contractor acknowledges that it will not be reimbursed for any costs, expenses or damages resulting from a stoppage of Work pursuant to Section 12.5.

## Contractor shall immediately notify Company of any safety incident, accident or dangerous occurrence or near miss that may occur in performing the Work at a Work Site and provide Company with all non-privileged information and non-privileged documents that it may request relating to such safety incident. Contractor is responsible for investigating any safety incident at a Work Site and Company shall cooperate with Contractor to facilitate such investigations. Contractor’s responsibility to investigate pursuant to this article 12 shall not affect Company’s right to perform any investigations it deems necessary and Contractor shall cooperate with Company to facilitate such investigations.

## Contractor shall furnish Company with copies of all non-privileged relevant correspondence.

## Contractor shall provide adequate fire protection and fire fighting equipment as required by Governmental Authority and the Law, and take all reasonable precautions to prevent fires.

## Contractor shall provide adequate Work Site security including reasonable precautions to prevent theft, vandalism or trespass.

# SUBCONTRACTORS AND ASSIGNMENT OF CONTRACT

## Upon execution of the Release Order, Contractor shall provide Company with a list of the names and addresses of all Subcontractors who are proposed to perform any of the Work. Contractor shall promptly provide Company with any proposed changes to this list during the performance of the Work.

## Company may for reasonable cause object to the use of a proposed Subcontractor and require Contractor to obtain another Subcontractor. Any reviews or approvals by Company pursuant to this article 36 or elsewhere in the Agreement shall not release or relieve Contractor of any of its obligations under the Agreement or create any contractual relationship between Company and any Subcontractor.

## Contractor shall ensure that each Subcontractor contract is assignable by Contractor to Company on notice to the Subcontractor in the event of termination of this Agreement.

## Except where a Subcontractor contract has been assigned to Company pursuant to a Release Order, Contractor shall be fully responsible for any part of the Work performed by Subcontractors and for the acts or omissions of such Subcontractors and their respective employees, agents, representatives and any other person or entity directly or indirectly under their supervision or control, to the same extent as Contractor is responsible for its own acts or omissions. Without in any way limiting Contractor's obligations pursuant to the provisions of this article 36 or elsewhere under the Agreement, Contractor shall secure compliance with and enforce, at its own expense, for the benefit of Company, each of the contracts concluded by Contractor with Subcontractors.

## Contractor shall not assign the Agreement or any part thereof without the prior written approval of Company, and any such purported assignment shall be null and void, shall transfer no rights to the purported assignee, and shall be a material breach of this Agreement.

## Company may, with the prior consent of Contractor, assign all or any of its rights or delegate all or any of its obligations under this Agreement.

## Contractor shall enforce the warranty obligations of its direct Subcontractors, and upon the request of Company shall assign any such warranty to Company. Each contract between Contractor and its direct Subcontractors shall provide that the warranties given by the direct Subcontractor shall be given to both Contractor and Company, may be enforced by either Contractor or Company, and are assignable to Company.

## Each contract between Contractor and its direct Subcontractors shall require that the Subcontractors agree to perform their obligations in strict accordance with the requirements of this Agreement and in particular that all Subcontractors and their respective employees, agents, representatives any other person or entity directly or indirectly under their supervision or control comply with the provisions of article 12, Safety; article 17, Patents and Licenses; article 18, Proprietary Information; article 19, Confidential Information and Publicity; article 29, Workers’ Compensation; article 34, Insurance; article 38, Conflict of Interest; and article 39, Audit.

## Contractor acknowledges that Company has entered or may enter into certain agreements with third parties for the supply of various materials or the performance of work, which is related to the Work to be done under this Agreement (the “**Third Party Agreement(s)**”). The Third Party Agreement(s) expressly authorize Company to assign and novate or to assign in whole or in part such Third Party Agreement(s) or certain rights and obligations thereunder to Contractor, without the prior written consent of the supplier or contractor under such Third Party Agreement(s). Contractor expressly agrees that if Company chooses to assign and novate, or to assign in whole or in part, all or certain rights and obligations under the Third Party Agreement(s) to Contractor, Contractor will accept such assignment and hereby agrees to execute any documentation giving effect to such assignment or assignment and novation as may be reasonably requested by Company.