

In accordance with the provisions of Article 39 of the Law on Occupational Health and Safety (OG RS 43/11)

Contractor: \_\_\_\_\_  
who performs works in collective or individual work places at Krško NPP

and

Contracting authority: **NUKLEARNA ELEKTRARNA KRŠKO d.o.o. Vrbina 12, 8270 KRŠKO (hereinafter referred to as NEK)**, represented by Mr. Stane Rožman, President of the Management Board, and Mr. Hrvoje Perharić, Member of the Management Board,

have entered into

## **WRITTEN AGREEMENT**

**No. VPD-NEK 01/2016**

### **ON ENSURING COLLECTIVE OCCUPATIONAL HEALTH AND SAFETY, FIRE PROTECTION AND ENVIRONMENTAL MANAGEMENT**

#### **I. GENERAL PROVISIONS**

1. The signatories of this Agreement note that Contractor will perform the agreed works in a workplace / construction site and/or Contracting authority's premises in compliance with a purchase order and/or contract, and agree on common measures to ensure basic principles of occupational health and safety (OHAS).
2. Unless otherwise provided, the responsible person of the Contracting authority is the authorised NEK worker or natural or legal person, or a person appointed by NEK as project leader, design change superintendent, process leader or coordinator who places an order, leads, coordinates, supervises etc. work on behalf of NEK.
3. The Contractor (signatory of this Agreement), who either jointly (with other contractors) or independently performs work for the Contracting authority in its workplace, is obliged to organise work in such a manner that human health and life are not endangered or so that statutory provisions arising from the employment relationship and work are strictly complied with, in particular the provisions of OHAS of the Contractor. The Contractor shall also consider every procedure of the Contracting authority regarding access to NEK, OHAS Policy and Environmental Policy that is submitted to Contractor in due time before start of work.
4. The Contractor shall ensure that statutory provisions as well as other written instructions, programmes of collective precaution measures and safety plans are enforced in individual NEK workplaces.
5. If the Contractor performs work which poses higher risks for another Contractor's workers or equipment damage, he shall conduct pre-job briefings with them on necessary common safety measures to ensure safety of every work performer. Such subsequent measures shall be made in writing and submitted to every work performer in collective workplaces and to OHAS Department of the Contracting authority (hereinafter referred to TO.VPD).
6. The Contractor shall notify his work performers to enforce the provisions of this Written Agreement.

7. The Contractor is liable for damages caused intentionally or through gross negligence.
8. If a workplace is identified as a construction site (per Decree on the implementation of safety and health requirements at temporary and mobile construction sites, OG RS No. 83/05), the provisions of this Decree shall also be strictly complied with.

## II. JOB-RELATED RISKS

1. According to the types of danger which may arise in connection with work, we may expect:
  - technical hazards and
  - technological hazards.

Technical hazards are connected with ladders, scaffolding, platforms, work at heights, work in depths and confined spaces, damages due to inappropriate use of tools; every contractor shall ensure safe work conditions per the work order.

Technological hazards are connected with the workplace microclimate, high voltage dangers, ionizing radiation, risks of vessel explosion or pipe systems under pressure, leakages of various media and dangerous substances from vessels or pipelines, etc. The Contracting authority shall ensure safe work conditions. The Contractor shall respect the prescribed processes and safety behaviour in the workplace.

## III. COLLECTIVE SAFETY PRECAUTIONS

### a) Technical safety precautions

- The Contractor shall observe technical safety precautions to ensure safe work for his workers and subcontractors who share the same workplace and ensure that they are provided with personal protective equipment (PPE). Radiological personal protective clothing (PPC) shall be the responsibility of Contracting Authority.
- Areas and workplaces in which works are performed shall be furnished with warning signs, enclosed and marked in a way that normal access is prevented to unauthorized workers to the danger zone (bands, ropes, flags, enclosures, isolation covers, awnings, etc.) Contractor will be responsible under this item only for safety related precautions. Precautions necessary for radiological reasons shall be the responsibility of the Contracting Authority
- If necessary to temporary remove the protective lattice or covers over various holes, canals or mid-floor constructions, temporary protective fencing shall be erected in accordance with the regulations. Contractor will be responsible under this item only for safety related precautions. Precautions necessary for radiological reasons shall be the responsibility of the Contracting Authority
- If safety concerns arise in collective workplaces, the Contractor shall terminate works and ensure additional safety measures.
- Tools, equipment and PPC which is used at NEK shall be save for use, faultless and checked as per the manufacturer's instructions as well as if in compliance with statutory provisions. The Contractor shall on demand furnish evidence to either the responsible person of the Contracting authority or TO.VPD that the equipment is suitable for the intended purpose.

- The use and entry of chemicals into NEK is only allowed by prior arrangement with the Chemistry Department.
  - Hot works at NEK are only allowed if in compliance with Fire Protection Programme – Fire Safety Order or the Hot Work Permit approved by NEK's Fire Protection Department.
  - The Contractor shall provide a person and first aid kit on his premises in accordance with statutory provisions. Any work injury or near miss shall also be reported to the responsible person of the Contracting authority and TO.VPD.
- b) Technological safety precautions
- Technological hazards are controlled by NEK's technical staff. The Contracting authority ensures special procedures to ensure safety of personnel and effective work. The Contractor's responsible persons shall be instructed on these procedures in detail. The Contractor shall not commence any work without the prior approval of either operations or technical NEK staff, and shall report any confusion to the responsible person of the Contracting authority.
  - After a Work Permit has been issued, approved and brought in line with the responsible person of the Contracting authority, the Contractor shall commence with preparatory work and verify if work can be carried out safely.
  - The Contractor's workers shall wear the PPC and equipment in accordance with NEK's and statutory requirements.
  - The movement of workers is limited to the requirements of the Work Order. If a work process requires a wider access level, the request shall be submitted to the responsible person of the Contracting authority and NEK's Security.
  - Work in the area of ionising radiation shall be coordinated with the requirements of NEK's Radiation Protection Department.

#### IV. CONTRACTOR'S RESPONSIBLE PERSON FOR OCCUPATIONAL HEALTH AND SAFETY (Article 39 of the Law on Occupational Health and Safety; OG RS 43/11)

The Contractor shall appoint and authorise a person to ensure, perform, and control the implementation of OHAS measures in every workplace or construction site at NEK. The Contractor authorises the person by signing the *Access Statement to the Written Agreement*.

#### V. RIGHTS AND OBLIGATIONS OF RESPONSIBLE PERSONS FOR OHAS

1. The Contractor's responsible person shall ensure safe work for his work performers pursuant to statutory provisions.
2. Responsible person from Item IV shall ensure or write the Safety Measures Programme for the workplace or construction site of his contractor or subcontractor. Such Programme shall be in compliance with necessary statutory provisions and approved by the responsible person of the Contracting authority and/or TO.VPD.
3. Every responsible person for OHAS has the right to terminate work when either health or safety of a worker or NEK's equipment is endangered.
4. The Contractor's responsible person for OHAS shall supervise work.

5. Work performers have the right and/or obligation to terminate or refuse the work when either their health or safety or NEK's equipment is endangered. They shall consult the work leader, responsible person of the Contracting authority, responsible person from Item IV, and TO.VPD.

## VI. FINAL PROVISIONS

1. This Written Agreement is made in two identical originals of which each party hereto retains one.
2. The effective date of this Written Agreement shall be the date the parties affix their signature thereto.
3. The Contractor who performs work on the basis of the long-term contract, this Written Agreement shall apply to every work and workplace of the same Contractor. A constituent part of the Written Agreement is *Access Statement to the Written Agreement* in which responsible persons for OHAS are appointed to individual workplaces and/or construction sites. The *Access Statement to the Written Agreement* shall be delivered to either TO.VPD or NEK's responsible person (Contracting authority).
4. If the Contractor carries out work independently per the NEK's Work Order, the responsible person for OHAS can as well be the appointed Contractor's work leader.
5. The Contractor shall inform the responsible person of the Contracting authority about any changes of the Written Agreement or in the name of the responsible person for OHAS in the *Access Statement to the Written Agreement*.
6. The *Access Statement to the Written Agreement* can as well serve as evidence that the Contractor has been instructed on the provisions of the Written Agreement.
7. Any specific features of individual workplaces or changes can be dealt with in Annexes or Appendices to the Written Agreement (e.g. Safety Measures Programme, specific safe work instructions, lists, evidences, statements, etc.)
8. The Contractor agrees to assume liability for any consequences arising out of breach of statutory OHAS provisions and this Written Agreement according to the provisions of the contract signed by Contractor and Contracting Authority, to which the relevant work applies.
9. The Written Agreement is an integral part of *General Conditions for Outage Works and Services at NEK* (valid revision).

Done at Krško, \_\_\_\_\_

Predrag Širola

Technical Director  
Krško Nuclear Power Plant – NEK

Contractor:  
(stamp and signature of the authorized person)

**ACCESS STATEMENT TO THE WRITTEN AGREEMENT**  
**No. VPD-NEK 01/2016**

Name of Contractor / Firm / Organization / independent craftsman

---

---

Address:

---

---

engaged in performing

---

in compliance with Contract / Purchase Order No. \_\_\_\_\_

**I D E C L A R E**

1. that I have read, and understood the contents of Written Agreement No. VPD-NEK 01/2016 regarding collective occupational health and safety, fire protection and environmental management at NEK, and hereby accept all of the rights and responsibilities under the Written Agreement. The Agreement has been concluded on the basis of Article 39 of the Law on Occupational Health and Safety (OG RS 43/11) by and between Nuklearna elektrarna Krško, d.o.o. and the Contractor in collective workplaces / construction sites at NEK.
2. that in accordance with Item 2 of Article 39 of the Law on OHAS to ensure OHAS and the control over implementation of OHAS measures at NEK, I hereby authorise

\_\_\_\_\_  
(name & surname)      Signature of the auth./resp. person: \_\_\_\_\_

Done at \_\_\_\_\_ Date: \_\_\_\_\_

Stamp:

**Signature** of the responsible / authorized person –  
entered in the register of companies to bind the company