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			Rev. No.:	07
			Page No.:	1
			Date	18/05/2020

NRF/iTHEMBA LABS HEALTH AND SAFETY SPECIFICATION AND OCCUPATIONAL HEALTH AND SAFETY ACT 37(2) AGREEMENT

Special Conditions and Protocols to be complied with as part of an Contract with NRF/iThemba LABS

1. PURPOSE

1.1 The purpose of this document is to:

- 1.1.1 Outline the NRF/iThemba LABS Health and Safety Specifications and establish an Agreement between the Mandatory and the Client, that being NRF/iThemba LABS, for a stipulated contract or agreement period for the delivery of services and / or goods.
- 1.1.2 Ensure effective communication of the requirements for the safe work practices to contractor under contract and subcontract to NRF/iThemba LABS.
- 1.1.3 Ensure better co-ordination and management of Contractors at NRF/iThemba LABS.
- 1.1.4 Provide guidance of the minimum requirements for the safe systems of work and practices for contractors.
- 1.1.5 Ensure and clarify NRF/iThemba LABS personnel's different roles and responsibilities with regard to Contractor management.

2. DEFINITIONS

2.1 **Mandatory / Mandatories:** Shall refer to Contractors, Sub-Contractors, Agents and their employees.

2.2 **OHSA:** Occupational Health and Safety Act, no. 85 of 1993.

2.3 **CLIENT:** National Research Foundation (NRF), acting through its National Facility, iThemba Laboratory for Accelerator Based Sciences (iThemba LABS).

2.4 **COIDA:** Compensation for Occupational Injuries and Disease Act, no. 130 of 1993

2.5 **CONTRACT:** The contracting agreement which governs the deliverables of goods and services between the Client and the Mandatory.

2.6 **PCMP:** Project and Construction Management Professions Act, No. 48 of 2000

2.7 **PrCHSA:** Project Management Construction Health and Safety Agent

2.8 **CHSM:** Construction Health and Safety Manager

2.9 **PrCHSO:** Project Management Construction Health and Safety Officer

	<i>This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.</i>	Doc No.:	OHS 37(2) / H&S Spec
		Rev. No.:	07
		Page No.:	2
		Date	18/05/2020

NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement

2.10 **RSHEQ Department:** Radiation, Safety, Health, Environmental and Quality Management Department.

2.11 **GNR:** Government Notice Regulations

2.12 **GMR2:** General Machinery Regulations Section 2 appointment

2.13 **PPE:** Personal Protective Equipment

2.14 **Noise Zone:** any work area where noise levels exceed 85 dB(A) in accordance with the OHSA, Noise-Induced Hearing Loss Regulations, GNR 307 of 7 March 2003

2.15 **HIRA:** Hazard Identification and Risk Assessment

2.16 **HCS:** Hazardous Chemical Substances

3. ROLES AND RESPONSIBILITIES

3.1 It is the responsibility of RSHEQ to periodically review the system and the procedure.

3.2 It is the responsibility of each person employing / appointing / controlling Contractors to comply with this procedure.

3.3 It is the responsibility of the NRF/iThemba LABS SCM / Project manager / Bid committee to ensure that orders are only placed with Contracting Companies who:

3.3.1 Have a satisfactory safety performance history and Complies with the OHSA.

3.3.2 Have the necessary skills and expertise to carry out the work.

3.4 It is the responsibility of the NRF/iThemba LABS Project manager to clearly define the scope of work to be done.

3.5 It is the responsibility of the RSHEQ/Project manager to:

3.5.1 Ensure the Safety file and all the relevant documentation is received and checked

3.5.2 Ensure the Contractor and the Contractor's employees have all received safety induction.

3.5.2 Ensure validity of COID registration and Letter of Good standing

3.5.3 Issue the Contractor with the Contractor Work Permit and ensure all other relevant permits to work are issued before work commences.

3.5.4 Inform the Contractor of hazards likely to affect the health and safety of the Contractor's employees.

3.5.5 Ensure the Contractor and sub-Contractors comply with this agreement.

 This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.	Doc No.:	OHS 37(2) / H&S Spec
	Rev. No.:	07
	Page No.:	3
	Date	18/05/2020

NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement

3.5.6 Do frequent visual inspections/Audits on-site to ensure compliance.

3.5.7 Oversee the wearing of applicable PPE at all times whilst contractors are performing activities at iThemba LABS' premise.

3.6 It is the responsibility of the Mandatory:

- 3.6.1 Ensuring PPE is provided to contracted employees as identified in the Risk Assessment or method statement
- 3.6.2 Ensure this procedure are complied with by all his/her employees
- 3.6.3 Ensure they have the necessary competencies and resources to carry out the work safely and all employees are trained, competent and legally appointed
- 3.6.4 Ensure fall protection plan when working at heights are in place.
- 3.6.5 Ensure WI's are available for High-risk work before commencing work.
- 3.6.6 Ensure method statements is available in accordance to the scope of work.
- 3.6.7 Ensure a risk assessments (HIRA's) is conducted for all tasks
- 3.6.8 Ensure the list of Hazardous Chemical Substances and copies of MSDS of HCS's to be used during the contract, are handed in to RSHEQ for review.
- 3.6.9 Ensure tools and equipment are in good condition and safe to use (where required, on registers e.g. PPE, ladders, scaffolding etc.).
- 3.6.10 Ensure licenses and permits are available when required.

4. OHSA 37(2) AGREEMENT

4.1 In terms of this Agreement, the Mandatory shall familiarize him / herself with the working Environment and Premises and that he / she agrees to the Arrangements and Procedures, as prescribed by the NRF/iThemba LABS, and as prescribed in terms of Section 37(2) of the OHSA, for the purpose of compliance with the OHSA.

4.2. The Mandatory acknowledges that this Agreement constitutes an agreement in terms of Section 37(2) of the OHSA, whereby all responsibility for health and safety matters relating to the work that the Mandatory and its Employees are to perform on the NRF/iThemba LABS Premises shall be the obligation of the Mandatory.

4.3. The Mandatory further warrants that he and/or the Employees undertake to maintain all necessary compliance with the OHSA. Without derogating from the generality of the above, nor from the provisions of this Agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times strictly adhered to by himself and the Employees.

 This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.	Doc No.:	OHS 37(2) / H&S Spec
	Rev. No.:	07
	Page No.:	4
	Date	18/05/2020

NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement

4.4. The Mandatary therefore undertakes to ensure that the health and safety of any person on the Premises is not endangered by the conduct and / or activities of the Employees whilst they are on the NRF/iThemba LABS Premises.

4.5 The Mandatary shall be deemed to be an employer in his own right whilst on the NRF/iThemba LABS Premises. In terms of Section 16(1) of the OHSA, the Mandatary shall ensure that the requirements of the OHSA are complied with by him / herself and/or his/her Chief Executive Officer.

5. STATUTORY AND NRF/iTHEMBA LABS REQUIREMENTS

5.1 All Mandatories working within the premises of iThemba LABS, shall comply with the Regulations of the Occupational Health and Safety Act, No. 85 of 1993 and all other iThemba LABS requirements.

5.2 All Mandatories shall comply with conditions of the Compensation for Occupational injuries and Disease Act, No. 130 of 1993. All Mandatories shall be required to provide a letter of good standing with the Compensation Commission and shall be required to complete the attached form in this document as stated under **Appendices 01**.

5.3 All Mandatories shall be required to review, complete and agree to the terms stated in this Agreement before finalization of any contractual agreement between the Mandatary and NRF/iThemba LABS.

6. GENERAL REQUIREMENTS

6.1 Where reasonably practicable, a Mandatary shall be required to provide a Safety File with all relevant project and safety information pertaining to the contracted works / project in terms of the OHSA and its relevant Regulations.

6.2 Where Sub-Contractors are in use, the Primary Contractor shall also ensure that all Sub-Contractors under their management provide a Safety File / Safety Plan in relation to the works they shall conduct.

6.3 A copy of this safety file / plan will be kept with the Mandatary at all times and will be updated throughout the course of the project. The Safety File shall be available at all times for auditing by the NRF/iThemba LABS Project Manager, RSHEQ Department and any Department of Labour Inspectorate.

6.4 All Safety Files / Safety Plans shall, as a minimum requirement, be in line with guideline as stated in this document under **Appendices 02**.

6.5 The iThemba LABS Project Manager, RSHEQ Department and other affected Departments must authorize any work/s which could affect or interfere with any iThemba LABS activities.

 This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.	Doc No.:	OHS 37(2) / H&S Spec
	Rev. No.:	07
	Page No.:	5
	Date	18/05/2020

NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement

This shall be done via the issuing of an NRF/iThemba LABS **General Works Permit** to all Mandatories.

- 6.6 Mandatories and subcontractors shall be required to attend RSHEQ Induction Training which will be conducted by the NRF/iThemba LABS RSHEQ Team before commencement of any work.
- 6.7 Mandatories shall stay confined to their area/s of work. Any required deviation must be discussed with the NRF/iThemba LABS Project Manager and the RSHEQ Department.
- 6.8 A Mandatory shall provide reasonable notification to the NRF/iThemba LABS Project Manager of any intention to deviate from specified work areas / work plans or requirements to enter into any areas related to the project being performed. The time periods for notification shall be agreed upon between the Mandatory and the NRF/iThemba LABS Project team members.
- 6.9 The NRF/iThemba LABS Project Team Members and the RSHEQ Department reserve the right to conduct site inspections at any reasonable time it sees fit to ensure compliance with Contract and Safety requirements. The Mandatory is required to be available and assist during all site inspections.
- 6.10 As per Construction Regulations requirements, Section 7 (1e), Mandatories shall be required to hand over a consolidated version of the Safety File the NRF/iThemba LABS Project Manager upon completion and sign off contracted works.

7. SITE ESTABLISHMENT AND SAFETY SIGNAGE

- 7.1 Mandatories will be allowed to establish a work site at the NRF/iThemba LABS Facility only if provisions are agreed upon within the contract. Such area shall be demarcated and fenced off in such a manner that it does not impede traffic flow, interfere with NRF/iThemba LABS operations, does not impede on any emergency response processes and does not create a hazardous environment.
- 7.2 All Mandatories shall be required to conspicuously display appropriate, SANS approved Safety Signage at all work sites established on the NRF/iThemba LABS facility.
- 7.3 Mandatories shall take all reasonable actions to prevent unauthorized personnel from accessing the established work site.
- 7.4 Mandatories will be required to maintain a hazard free worksite and uphold high standards of housekeeping throughout the duration of the contract.
- 7.5 The Mandatory and its employees shall be designated specific kitchen and ablution facilities for their use as agreed by the NRF/iThemba LABS Project Manager, RSHEQ Department and the Mandatory. All other NRF/iThemba LABS kitchen and ablution facilities, with the exception of the agreed upon space, shall not be occupied and / or used by the Mandatory and any of its

	<i>This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.</i>	Doc No.:	OHS 37(2) / H&S Spec
		Rev. No.:	07
		Page No.:	6
		Date	18/05/2020

NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement

employees. The Mandatory shall have the responsibility of keeping the designated premises clean and disinfected at all times.

7.6 Where the designation of kitchen and bathroom facilities is not possible or cannot be accommodated for by NRF/iThemba LABS, the Mandatory shall be required to source portable facilities for placement at the designated work site on the NRF/iThemba LABS Facilities. The Mandatory shall have the responsibility of keeping these premises clean and disinfected at all times.

7.7 These areas shall be marked with appropriate signage by the Mandatory.

8. SUB-CONTRACTORS

8.1 The Primary Contractor/s shall inform the NRF/iThemba LABS Project Manager who awarded the contract of any sub-contractors who may work on site.

8.2 The Primary Contractor shall ensure that each Sub-Contractor complete **Appendices 01** and submit to the NRF/iThemba LABS Project Manager and the RSHEQ Department prior to commencement of work.

8.3 The Primary Contractor shall ensure that the sub-contractor complies fully with all statutory and iThemba LABS requirements.

9. CONSTRUCTION WORKS

9.1 In the case where Construction Work will take place, all Mandatories shall comply with the requirements as stated in the Construction Regulations, GNR 84 of 7 February 2014 in the Occupational Health and Safety Act, No. 85 of 1993.

9.2 Mandatories shall be required to submit a detailed Safety File / works plan which will include all Safety programs, Risk Assessments, Legal appointments, equipment and tools lists, Personnel information and details and other relevant project requirements as per Construction Regulations noted in 8.1.

9.3 NRF/iThemba LABS reserve the right to employ the services of a Professional Agent or any other Professional appointment in terms of the Project and Construction Management Professions Act, No. 48 of 2000 and the Construction Regulations, GNR 84 of 2014.

10. PERSONAL PROTECTIVE EQUIPMENT

10.1 All Mandatories shall be equipped with the minimum Personal Protective Equipment (PPE) when conducting work at the iThemba LABS site:

- Full work overall
- Safety shoes or boots
- High visibility vest
- Impact rated safety eye wear or goggles

 iThemba LABS National Research Foundation Laboratory for Accelerator Based Sciences	<i>This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.</i>		Doc No.:	OHS 37(2) / H&S Spec
	Rev. No.:	07		
	Page No.:	7		
	Date	18/05/2020		
NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement				

- Impact rated hard hat
- Hearing Protection

10.2 Safety harnesses (2 or 3-point type) shall be used whenever work is performed at a height of two (2) meters or higher **unless** a suitable work platform with handrails is provided.

10.3 Suitable impact rated eye and / or face protection must be used whenever there is a danger of flying particles, sparks or splashing of chemicals.

10.4 Hearing protection must be used whenever a noise zone is entered. Earmuffs shall be worn whenever impact noise, e.g. Use of a jackhammer, is taking place.

10.5 Appropriate welding gloves and welding helmet shall always be used during welding operations.

10.6 Impact rated Hardhats shall be worn by all personnel when work above head height is taking place.

10.7 The Mandatory and/or their appointed representative is responsible for provision of the necessary protective equipment, the training of their employees in the proper use of the equipment and to ensure, where applicable, the equipment is used in its proper context.

10.8 The Mandatory shall ensure that all PPE damaged during the course of the employee's duties shall be replaced within 2 hours. The employee shall then be allowed to continue with that operation for which the PPE was required.

11. TOOLS AND EQUIPMENT

11.1 Mandatories shall submit a list of all portable electrical tools and equipment to the Project Manager and RSHEQ Department as part of their safety file submission.

11.2 Mandatories shall provide their own ladders, trestles, scaffolds, lifting tackle, tools and portable equipment.

11.3 Makeshift or unsafe equipment shall not be permitted on the premises and will be confiscated / be removed for the duration of the contract.

11.4 No insulation tape or similar "quick fixes" may be used on any electrical wiring or cables. Joins in cables must be approved by the NRF/iThemba LABS GMR2 and / or RSHEQ Department prior to use on the premises.

11.5 Mandatories may not operate NRF/iThemba LABS lift trucks, vehicles, jibs or cranes. In exceptional instances, the Project Manager and / or RSHEQ Department together with the NRF/iThemba LABS GMR2 may grant permission. In such an event, the Mandatory shall produce a valid Certificate of Competency as described in the Driven Machinery Regulations of the Occupational Health and Safety Act, Act 85 of 1993. A copy of the Certificate will be

 This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.	Doc No.:	OHS 37(2) / H&S Spec
	Rev. No.:	07
	Page No.:	8
	Date	18/05/2020

NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement

kept on the person of the Mandatory who operates the above-described equipment. Any employee of NRF/iThemba LABS may ask such Mandatory to produce the said Certificate.

- 11.6 All tools and equipment must be declared to security whenever a Mandatory enters or leaves the premises. It is the duty of the Mandatory to ensure that articles or equipment are recorded in a security register whenever they are brought on site.
- 11.7 Unless permission is granted in writing by an NRF/iThemba LABS Manager or the appointed NRF/iThemba LABS Project Manager, all portable tools or equipment brought on site must be removed at the end of the day's work. Any tools left on site is done so at the Mandatories risk and NRF/iThemba LABS and any of its personnel will not be held liable for loss, theft or damage of any kind.
- 11.8 Mandatories must conduct daily inspections of all tools and equipment in their possession and use and provide an inspection report to that effect as part of their safety file for auditing purposes. NRF/iThemba LABS Project Manager and RSHEQ Department reserve the right to audit such a document against the equipment listed and in use as and when reasonably required.

12. TRANSPORT

- 12.1 Mandatories shall ensure that all vehicles in use by them and brought onto the iThemba LABS premises shall be in a roadworthy condition, licensed and insured. All drivers of such vehicles will have the required license and no vehicle shall be used for passenger conveyance unless it is designed for this purpose.
- 12.2 If any vehicle is used to transport hazardous substances / materials, the mandatory shall ensure that the vehicle is compliant with the Hazardous Chemical Substance Regulations, GNR 1179 of 25 August 1995, Section 14 and / or the Transportation of Dangerous Goods and Substances by Road under the National Road Traffic Act, no. 93 of 1996.

13. WORKING AT HEIGHTS OR ELEVATED AREAS

- 13.1 No work may be performed above the heads of persons or aisles or roads unless suitable precaution has been taken to ensure the safety of persons and property below. The affected area must also be identified beforehand and effectively cordoned off.
- 13.2 Where the need for use of scaffolds or extension ladders is required, a comprehensive working at heights safety plan must be in place and that all personnel be informed of the plan. Mandatories shall notify the NRF/iThemba LABS Project Manager and the RSHEQ Department when such works will take place.
- 13.3 All scaffolds shall be erected, inspected and passed for use by competent personnel.

 iThemba LABS <small>National Research Foundation</small> <small>Laboratory for Accelerator Based Sciences</small>	<i>This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.</i>		Doc No.:	OHS 37(2) / H&S Spec
	Rev. No.:	07	Page No.:	9
	Date	18/05/2020		
	NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement			

13.4 All scaffolds and suspended loads must be left safe before leaving work at the end of every shift, i.e. loads lowered to the ground, scaffolds securely tied down and all loose tools and equipment secured against falling.

13.5 Where scaffolding is erected, handrails, toe boards, etc. must be embodied. All such equipment shall be lowered to the ground, supervised by a competent person.

14. USE OF OVERHEAD CRANES, LIFTING TRUCKS AND OTHER LIFTING EQUIPMENT

14.1 The following shall apply if the Mandatory has to operate overhead cranes on site:

14.1.1 The Mandatory shall ensure that all his employees who have to operate a crane or lift truck to render services as stipulated in the contract have had formal training as required by the Driven Machinery Regulations, GNR 540 of the 24 June 2015 under the Occupational Health and Safety Act, no. 85 of 1993.

14.1.2 The Mandatory shall ensure that the training is valid in terms of the Regulations and Act as stated in 10.1.1.

14.1.3 The Mandatory shall present certificates of training to the NRF/iThemba LABS RSHEQ Department, GMR2 and the Project Manager before work commences.

15. LOCKOUT / ISOLATION PROCEDURE FOR POWERED EQUIPMENT OR DEVICES

15.1 No one shall work above or on moving machinery, energy driven mechanical apparatus, electrical panel or switchgear unless it has been isolated from power or movement by means of applying a lockout device on the main switch or other applicable means of activation for that equipment.

15.2 The NRF/iThemba LABS GMR2 and RSHEQ Department must be notified immediately when the need to lockout any device / equipment as contemplated in 10.1 is required

15.3 The NRF/iThemba LABS GMR2 and RSHEQ Department must grant permission before a lockout device/s can be applied. All equipment shall be checked by a competent person/s from the Mandatory together with the NRF/iThemba LABS GMR2 to ensure a lockout process has been completed and that all devices or equipment is properly shutoff before any work can take place on the effected equipment.

15.4 Upon completion of the required work, the NRF/iThemba LABS GMR2 and RSHEQ Department must be notified before any lockout devices are removed and equipment or devices are energized or activated for use.

16. PRECAUTIONS AGAINST FIRES AND HAZARDOUS SUBSTANCE MANAGEMENT

16.1 All Mandatories shall take all necessary precautions to eliminate all fire hazards and to prevent fire damage.

 NRF National Research Foundation iThemba LABS Laboratory for Accelerator Based Sciences	<i>This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.</i>		Doc No.:	OHS 37(2) / H&S Spec
	Rev. No.:	07	Page No.:	10
	Date	18/05/2020		
	NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement			

- 16.2 All Mandatories shall have adequate Fire Fighting equipment in their possession with an up-to-date service record and personnel trained in basic firefighting and the use of such equipment.
- 16.3 All Mandatories shall ensure that his employees do not smoke anywhere on the premises except in areas identified as smoking bays.
- 16.4 The Mandatory shall first obtain a **Hot Work Permit** from the NRF/iThemba LABS Project Manager or RSHEQ Department before any naked flame or grinder is used anywhere outside a workshop. The permit is valid for one day only and shall be kept on the person who is using a naked flame.
- 16.5 All fires shall immediately be reported to the NRF/iThemba LABS Project Manager and the RSHEQ Department.
- 16.6 Any hazardous chemicals / substances / materials brought on site by the Mandatory must always be accompanied by **Material Safety Data Sheets**.
- 16.7 Paint, thinners, petrol, oil or any flammable materials shall be stored within a designated area under supervision of the **Hazardous Materials / Substances Controller**.
- 16.8 Any work which involves Lead, Asbestos and other Hazardous Chemical Substances will be conducted in terms of the Occupational Health and Safety Act, no. 85 of 1993 and its relevant legislation.
- 16.9 The use of an Approved Inspection Authority, authorized by the Department of Labour, to conduct a Risk Assessment and facilitate a personnel and environmental monitoring program will be required where work with asbestos is taking place or any other work with hazardous chemicals / materials which constitutes a significant risk / hazard to the health and safety of personnel.

17. **INTOXICATION AND ILLNESS**
- 17.1 No intoxicating substance of any form shall be allowed on the NRF/iThemba LABS Premises. Any person suspected of being intoxicated shall not be allowed on the premises.
- 17.2 Any person required to take medication, which may affect sobriety, shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.
- 17.2 The Mandatory shall ensure that none of his/her employees report to the site while ill to such a degree where their own Health, Safety and wellbeing is jeopardized and where risk to other personnel may also exist.

 This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.	Doc No.:	OHS 37(2) / H&S Spec
	Rev. No.:	07
	Page No.:	11
	Date	18/05/2020

NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement

18. nCOV SARS-2 (COVID-19) PRECAUTIONS

- 18.1 In terms of Disaster Management Act, no. 57 of 2002, GNR 43257: COVID-19 Occupational Health and Safety Measures in Workplaces, and its subsequent amendments, the Mandatory shall take all measures to ensure the health, safety and wellbeing of all its employees.
- 18.2 The Mandatory and all its employees shall comply with all NRF/iThemba LABS COVID-19 safety protocols and procedures before being allowed access onto the iThemba LABS premises.
- 18.3 The Mandatory shall have a comprehensive screening and assessment program in-place to ensure all its employees have not contracted COVID-19. A record of the results from this program will be forwarded to NRF/iThemba LABS for assessment before access is allowed to the iThemba LABS site. If any employees are found to be ill and / or exhibit symptoms related to COVID-19, the effected employee must be isolated and further testing and assessments must be conducted by a medical professional. Affected personnel must be either isolated for a minimum of 14 days and / or be remanded to a medical facility for further medical attention if required.
- 18.4 All personnel intending to enter onto the NRF/iThemba LABS Premises shall be screened and assessed for COVID-19 symptoms. Any contractors exhibiting symptoms and / or has a temperature of 37.5 degrees Celsius or greater shall not be allowed entry onto the premises and be advised to seek further medical screening and assistance from a Health Facility.
- 18.5 The Mandatory and its employees shall wear the following PPE (in relation to COVID-19) while on the iThemba LABS premises:
 - Face Mask
 - Face Shield
 - Gloves where applicable
- 18.6 The Mandatory shall ensure that all their employees follow required sanitization protocols. The Mandatory shall provide sufficient hand sanitizer with a minimum 70% ethanol / Isopropanol content as prescribed by the WHO and ensure employees sanitize their hands on a regular basis. Where the provision and use of Hand Sanitiser may not be possible or allowed, the Mandatory shall provide suitable wash facilities.
- 18.7 The Mandatory shall ensure that social distancing protocols are adhered by ensuring, where applicable, their personnel maintain a minimum 1.5-meter distance from one another. Where this is not possible due to operational requirements, Employees must wear the prescribed PPE as indicated in 18.5.
- 18.8 The Mandatory shall ensure that no mass gatherings of 10 personnel or more take place at any time while on the NRF/iThemba LABS premises. Where possible all meetings must either take place in well ventilated areas or via the use of an online platform.

 NRF National Research Foundation iThemba LABS Laboratory for Accelerator Based Sciences	<i>This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.</i>		Doc No.:	OHS 37(2) / H&S Spec
	Rev. No.:	07	Page No.:	12
	Date	18/05/2020		
	NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement			

19. FIRST-AID

- 19.1 The Mandatory will be required to have their own First-Aider/s appointed for the duration of the project. These First-Aiders must be in possession of a valid First-Aid Certificate.
- 19.2 The Mandatory must have a first-aid box in their possession at all times that is compliant with the General Safety Regulations, no. 3 and its relevant annexure.

20. HOUSEKEEPING AND WASTE MANAGEMENT

- 20.1 The Mandatory shall uphold high standards of housekeeping throughout the course of their contract to ensure a safe working environment.
- 20.2 The NRF/iThemba LABS Project Manager and RSHEQ Department together with the appointed Contractor shall authorize areas where rubble and other waste material may be stored. This shall be done in a way that does not present a risk / hazard to personnel, interfere with any processes, obstruct movement and traffic flow and create an Environmental fallout.
- 20.3 All surplus, waste material and builders' rubble shall be removed from the premises on completion of the contract or as otherwise specified by the Project requirements / Project Manager. iThemba LABS reserves the right to remove such material against cost within one week after completion of the contract if the contractor fails to do so within the allotted project time frame.

21. WORK IN AREAS WHERE RADIOACTIVE MATERIALS ARE PRESENT

- 21.1 Any work that must be performed in any Radiation Protection Area requires the RSHEQ Department: Radiation Protection Manager to be notified before such work is commenced.
- 21.2 Contractors will adhere to all iThemba LABS Radiation Protection Protocols. Failure to do so shall result in termination of all contracts and removal from the premises.

22. SECURITY

- 22.1 Mandatories are required to report to Security Personnel at the Main Gatehouse. Security will contact the Project Manager to verify the validity of the contractor before allowing access to the facility.
- 22.2 All contractor vehicles will be subjected to a search before entry and when leaving the premises.
- 22.3 Mandatories are required to remain in their areas of operation and are not allowed to move around the facility unless authorized by the NRF/iThemba LABS RSHEQ Department and Project Manager.
- 22.4 Mandatories are not permitted to stay on site after their shift has been completed.

 iThemba LABS <small>National Research Foundation</small> <small>Laboratory for Accelerator Based Sciences</small>	<i>This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.</i>		Doc No.:	OHS 37(2) / H&S Spec
	Rev. No.:	07	Page No.:	13
	Date	18/05/2020		
	NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement			

22.5 Mandatories shall not interact or interfere with the perimeter fencing of iThemba LABS, both internally or externally, unless permitted in writing to do so by authorized iThemba LABS personnel.

22.6 Any Mandatory and / or its personnel found to be illegally removing iThemba LABS property shall be subject to action as stipulated in Section 23 of this Agreement.

22.7 NRF/iThemba LABS and its Security Personnel do not accept any responsibility for the safekeeping of any material, tools or equipment belonging to any Mandatory on site.

23. PROCEDURES IN THE EVENT OF AN ACCIDENT

23.1 The Contractors shall report any injuries sustained by his employee to the Department of Labour. The injuries and responsibilities are as defined in Section 24 of the OHSA, no. 85 of 1993.

23.2 All incidents shall be reported to the iThemba LABS Project Manager and the RSHEQ Department. Copies of all documentation pertaining to the incident shall be provided

23.3 The Contractor shall report all injuries to the Compensation Commissioner using the required legal documentation as contemplated in the Occupational Health and Safety Act and Compensation for Occupational Injuries and Diseases Act.

23.4 In the event of an accident causing the loss of a life or the possibility of the loss of life, no person shall disturb the site at which the accident occurred or remove any objects involved in the accident before the arrival of an inspector from the Department of Labour and the South African Police Services.

24. INDEMNITY AND INSURANCE

24.1 NRF/iThemba LABS shall not be held liable for any loss, damage, injury or death caused by the Mandatories and their employees. The Mandatory indemnifies NRF/iThemba LABS and holds it harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature which may arise at any time out of circumstance referred to in this agreement, provided that such loss, damage, injury or death is not caused by a willful act or omission or gross negligence of NRF/iThemba LABS.

24.2 The Mandatory shall therefore assume liability for any loss or damage which may be caused by the Mandatories or its employee's negligence. The Mandatory indemnifies NRF/iThemba LABS from such loss or damage caused by the Mandatories breach of any terms of this Agreement.

24.3 The Mandatory undertakes to ensure that they carry the appropriate insurance cover as specified in the Contract, including third party public liability cover. This information will be provided to the NRF/iThemba LABS on demand or before any work is allowed to commence.

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	Rev. No.:	07
	Page No.:	14
	Date	18/05/2020

NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement

25. PRECAUTIONARY MEASURES

25.1 All Contractors must determine the degree of risks and / or hazards related to the work they have tendered for by conducting a comprehensive Risk Assessment (See Appendices 02 for guidelines) and implement the identified precautionary measures throughout the length of the contract.

25.2 iThemba LABS reserves the right to audit all processes related to Hazard and Risk Management at any reasonable time during the length of the contract.

26. FAILURE TO COMPLY WITH PROCEDURES

26.1 Failure to comply with the contents of this document and any provisions of the OHS Act not specifically included in this agreement could result in legal prosecution by the Department of Labour.

26.2 Non-compliance by the Mandatory with any of the requirements as stipulated in this document could result in any or all of the following actions being taken by the NRF/iThemba LABS:

26.2.1 The Mandatory could be requested to leave the premises and the contract for the project tendered for would become null and void. All costs incurred by NRF/iThemba LABS such actions would be borne by the Mandatory.

26.2.2 A specific member of contractor staff who breaches this contract could be requested to leave the premises without delay and would not be permitted to enter the premises in future. Any cost incurred would be borne by the Mandatory.

26.2.3 Equipment, which would be deemed as unsafe, would be confiscated and returned upon completion of the specific contract. Any costs incurred would be borne by the Mandatory.

27. TRADE UNIONS

27.1 No employees of a Mandatory shall be allowed to actively further the interest of any Trade Union/s on site.

28. CLARIFICATION

28.1 If any Mandatory requires clarification on any of the terms or provisions of this agreement, it should contact the NRF/iThemba LABS in writing and address the query to the appropriate contact person.

29. DURATION OF AGREEMENT / CONTRACT

29.1 The agreement / contract shall remain in force for the duration of the work to be performed by the Mandatory and / or whilst the Employees and / or Sub-Contractors are on the NRF/iThemba LABS Site.

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		Rev. No.:	07
		Page No.:	15
		Date	18/05/2020
NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement			

30. HEADINGS

30.1 The headings in this Agreement are for reference purposes only. These shall not be construed as having any interpretative value in themselves, nor any indication as to the meaning of the contents of the paragraphs contained in this Agreement.

	iThemba LABS National Research Foundation Laboratory for Accelerator Based Sciences	<i>This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.</i>	Doc No.:	OHS 37(2) / H&S Spec
			Rev. No.:	07
			Page No.:	16
			Date	18/05/2020

NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement

31. ACCEPTANCE

I, _____ (Mandatories), by signing this document, hereby warrant that I shall bear all responsibility for adherence of all Legislation and Regulations applicable to the agreed contract work and particularly for the full and proper implementation of the provisions of the Occupational Health and Safety Act, No. 85 of 1993 and all other Regulations without exception.

Signed

Section 16.1 Appointment (OHSA)

Date

And / or

Section 16.2 Appointment (OHSA)

Date

And / or

Appointed Safety / Compliance Officer

Date

And / or

PrCHSA (PCMP)

Date

And / or

CHSM (PCMP)

Date

And / or

PrCHSO (PCMP)

Date

MANDATORIES

DATE

	iThemba LABS National Research Foundation Laboratory for Accelerator Based Sciences	<i>This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.</i>	Doc No.:	OHS 37(2) / H&S Spec
			Rev. No.:	07
			Page No.:	17
			Date	18/05/2020

NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement

32. APPENDICE 01: PRIMARY / SUB-CONTRACTOR COIDA INFORMATION

Name of Firm: _____

Address: _____

Telephone: _____

Mobile: _____

E-mail: _____

Type of work being performed

Commencement date of work: _____

Completion date of work: _____

For South African Primary / Sub-Contractors Only

Is your firm registered with Compensation Commission: Yes No

If yes, your membership number: _____

Number of Personnel on the premises: _____

Name of competent person on site and his contact number

Signed _____ Date _____

Note: Attach Valid copy of Letter of Good Standing with Compensation Commission

MANDATORIES

DATE

	<i>This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.</i>	Doc No.:	OHS 37(2) / H&S Spec
		Rev. No.:	07
		Page No.:	18
		Date	18/05/2020

NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement

33. APPENDICE 02: SAFETY FILE / SAFETY PLAN GUIDELINE FOR CONTRACTORS

1. PURPOSE

The purpose of this document is to outline the requirements for a Safety File to guide contractors on both legal and iThemba LABS requirements.

2. SCOPE

This shall apply to all contractors scheduled to conduct work at iThemba LABS which can be defined as construction or listed work in accordance with the relevant legislation.

3. DEFINITIONS

- OHSA – Occupational Health and Safety Act
- GNR – Government Notice Regulations
- Construction Work – Any work in connection with the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure. Any work in connection with the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer, or water reticulation system, or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.
- Listed Work – Any work where personnel will be exposed to hazards and hazardous materials or substances and is identified by the Minister as listed work under specific conditions and/or circumstances.
- Competent Person – Any person who has, in respect of the work or task to be performed, the required knowledge, training and experience and where applicable, the qualifications, specific to that work or task.

4. RELEVANT LEGISLATION

The relevant legislation shall include but not limited to:

- The Occupational Health and Safety Act, No. 85 of 1993
- The Construction Regulations GNR 84 of 2014

5. REQUIREMENTS

A Safety File / Safety Plan should contain the following basic information in order to be legally compliant:

1. Mandatory Agreement with client (37.2 Agreement)
2. Letter of Good Standing (Workman's Compensation)
3. Health and Safety Plan
4. Emergency Plan and Procedures
5. Health and Safety Policies
6. PPE Issue Register
7. Toolbox Talks
8. Accident / Incident Investigation
9. Employee Details

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	Rev. No.:	07
	Page No.:	19
	Date	18/05/2020

NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement

10. Medical certificates
11. Proof of Competency (Certificates)

A more detailed breakdown of a Safety File is as follows. The list below serves as a guideline. The Health and Safety File must be specific to the task / job / project being performed:

- **Administrative**
 - Mandatory Agreements
 - Permit to do Construction Work (If applicable)
 - Notification of Construction Work (If Applicable)
 - Client Health and Safety Requirements
 - Letter of Good Standing (Workman's Compensation)
- **Plans**
 - SHE Plan
 - Emergency Plan and Procedures
 - Fall Protection Plan (If working at heights)
- **Policies**
 - OHS Policy
 - Smoking Policy
 - Environmental Policy
- **Risk Assessments**
 - Daily Safety Task Instructions
 - Hand Tool Operations
 - Portable Electric Tools
- **Legal Appointments (Delegation of duties)**
 - Safety Supervisor
 - Hand Tool Inspector
 - Portable Electric Tool Inspector
 - Ladder Inspector
- **Registers and Check sheets**
 - Hand Tool Register
 - Portable electric Tool Register
 - Portable Ladder Register
- **Employee Details**
 - Employee Register
 - I.D. Copies
 - Medical Certificates
 - Proof of Competence

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	Rev. No.:	07
	Page No.:	20
	Date	18/05/2020

NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement

- **Compensation for Occupational Injuries and Diseases (COID)**
 - Incident Register
 - Accident Incident Register
 - W.CI2 Document

6. RISK ASSESSMENT TEMPLATE

See Section 9 for a Risk Assessment Template which can be utilized for the completion of Base line Risk Assessments. This template only serves as a guideline and the use of any other template is acceptable.

7. CONTRACTOR'S AGREEMENT

- All contractors are required to complete the iThemba LABS Contractual Obligation form before commencing any work on site.
- This form must be included in the Safety File under "Client Health and Safety Requirements"

8. REVIEW PERIOD

This procedure shall be reviewed every two (2) years or as changes to the relevant legislation take place.

9. RISK ASSESSMENT TEMPLATE (Note: this template serves as a guideline)

Company							
Performed by							
Period Performed							
Review							
SEE LAST PAGE FOR RISK RATING AND LEGEND							

Hazards Identified	Specify	Health Effects	Risk Rating					Medical Surveillance	Recommendations
Physical			P	E	C	RR	RC		

Hazards Identified	Specify	Health Effects	Risk Rating					Medical Surveillance	Recommendations
Chemical			P	E	C	RR	RC		

NRF/iTHEMBA LABS Health and Safety Specification & OHSA 37(2) Agreement

Hazards Identified	Specify	Health Effects	Risk Rating					Medical Surveillance	Recommendations
Psychological			P	E	C	RR	RC		

LEGEND			
ABBREVIATION	DESCRIPTION	ABBREVIATION	DESCRIPTION
HPD	Hearing Protective Devices	RPD	Respiratory Protective Devices
MSDS	Material Safety Data Sheet	SOP	Standard Operating Procedures
OHS	Occupational Hygiene Survey	SWP	Safe Work Procedures
PPE	Personal Protective Equipment	WRULDS	Work Related Upper Limb Disorders

Safety Risk Assessment Legend

Probability (P)		Exposure (E)		Consequence (C)	
1	unlikely to occur	1	rarely, annually, quarterly	1	Insignificant, no health effect
2	some chance	2	occasionally, monthly	2	first aid only, reversible health effect, minor
3	could occur	3	often, weekly	3	seeking medical help, temporary
4	good chance, probable	4	frequently, daily	4	irreversible health effects, permanent
5	will occur	5	continuously	5	Disabled / Fatality

Total = P + E + C		
RR	Risk Rating	
RC	Risk Classification	
11 – 15	High	Immediate action to be taken
6 – 10	Medium	Corrective action to be taken
3 – 5	Low	Adequate control, requires monitoring