

AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY

**IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 of 1993**

ENTERED INTO AND BETWEEN

CSIR

(Hereinafter referred to as “the company”)

AND

XXX

PRINCIPAL CONTRACTOR / SUB-CONTRACTOR

(Hereinafter referred to as “the contractor”)

Registration Number of the contractor/ sub-contractor with the Compensation

Commissioner: **XX _____**

(Certificate of Good Standing is to be attached by contractor)

Whereas the company has called for the executing of the following work:

Section 37(2) Agreement in terms of the Occupational Health and Safety Act No 85
of 1993

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CSIR Rosebank ("the work") at CSIR 15 Lower Hope Road, Rosebank Cape Town whereas the contractor on **start date – end date** (date/period) undertook to carry out the work and whereas the company and the contractor have agreed to regulate the occupational health and safety responsibilities as between them and as provided for in terms of section 37(2) of the Occupational Health and Safety Act, No 85 of 1993, now therefore the undersigned agree to:

1. The Contractor warrants that all its employees and its sub-Contractors' employees are covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, which cover shall remain in force whilst any such employees are present on company premises.
2. The Contractor warrants that it is in possession of Public liability insurance cover and / or any other insurance cover that will adequately make provision for any possible losses and/or claims arising from its and/or its sub-Contractors and/or its employees' acts or omissions, which shall remain in force whilst it and/or its sub-contractor and/or its employees are present on company' (CSIR) premises or which shall remain in force for the duration of his contractual relationship with the company, whichever period is the longer. Such insurance cover shall be with a reputable insurance company or broker. In addition, the Contractor undertakes to deliver to the Company (CSIR) a copy of the insurance policy as well as copies of renewal premiums within 30 days of issue of such a policy or renewals.
3. The Contractor undertakes to ensure that it and/or its sub-contractors and/or their respective employees will at all times comply with all the requirements of the Occupational Health and Safety Act 85 of 1993 and other relevant statutory requirements but without derogating from this general undertaking, also comply with the following conditions:

Section 37(2) Agreement in terms of the Occupational Health and Safety Act No 85 of 1993

- a) The contractor takes full responsibility for the acts and omissions of its sub-contractors and their employees and shall enter into a section 37(2) agreement as provided for in terms of the Occupational Health and Safety Act 85 of 1993 with its sub-contractors.

All work performed for the company (CSIR) must be performed under the close supervision of the contractor's Managers/Supervisors on site who are trained to understand the hazards associated with any work that the contractor performs. The contractor is specifically referred to Section 8 of the Occupational Health and Safety Act 85 of 1993.

- b) Contractor employees will be medically fit to perform the work they are required to perform. Proof of medical fitness to be provided on request of the company (CSIR).
- c) The Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act 85 of 1993. If the Contractor assigns any duty in terms of Section 16(2), a copy of such written appointment, as well as all other appointments made in terms of the Occupational Health and Safety Act 85 of 1993 shall be made available to the company (CSIR) upon request.
- d) The contractor shall ensure that it familiarises itself with the requirements of the Occupational Health and Safety Act 85 of 1993, the company (CSIR) regulations and requirements as well as all relevant bylaws and that it, its employees and any sub-contractor comply with the same.
- e) The contractor shall appoint competent employees who shall be trained on all Occupational Health and Safety aspects pertinent to them or to the work that is to be performed.
- f) The contractor shall strictly enforce discipline regarding Occupational Health and Safety.
- g) Personal Protective Equipment shall be issued by the contractor as required and worn at all material times by its employees.
- h) The contractor shall enforce safe work practices and all its employees shall be made conversant with the contents of these practices.

Section 37(2) Agreement in terms of the Occupational Health and Safety Act No 85 of 1993

- i) No unsafe equipment/machinery and/or articles shall be used on company (CSIR) premises or in the performance of the contracted work.
- j) All incidents referred to in Section 24 of the Occupational Health and Safety Act 85 of 1993 shall immediately be reported to the company (CSIR) Occupational Health and Safety department by the contractor as well as to the Department of Labour. The company (CSIR) shall further be provided with copies of any written documentation relating to any incident or accident.
- k) All employees of the contractor shall be made conversant with work related hazards and procedures by the contractor as required by Section 13 of Occupational Health and Safety Act 85 of 1993.
- l) The contractor warrants that it shall act as a professional in its field of expertise and has identified all hazards and risks associated with the work to be performed and that he shall implement appropriate mitigation controls in respect of such hazards and risks. A risk assessment shall be drafted and signed off by the contractor and by the company (CSIR) and placed in the contractor's safety file for record purposes prior commencement of any work.
- m) No use shall be made of any company (CSIR) machinery / articles / substances or personal protective equipment. The contractor will only make use of safe equipment and machinery that complies with the provisions of the Occupational Health and Safety Act 85 of 1993 and its Regulations, Bylaws and company (CSIR) requirements.

Section 37(2) Agreement in terms of the Occupational Health and Safety Act No 85 of 1993

- n) Work for which the issuing of a permit is required shall not be performed by the contractor prior to obtaining a duly completed and approved permit. It shall be the responsibility of the contractor to enquire from the relevant company (CSIR) Department/ Section/ Division for what work permits are required.
 - o) No alcohol or other intoxicating substance shall be allowed on the company's (CSIR) premises or place where the contract work is performed. Anyone suspected of being under the influence of alcohol or any other intoxicating substance shall not be allowed on the work premises.
 - p) Full co-operation shall be given if and when the company's (CSIR) employees inquire into Occupational Health and Safety issues.
 - q) The contractor expressly agrees to comply with the procedures and arrangements as required by the Occupational Health and Safety Act 85 of 1993, Bylaws and company requirements in the execution of the work.
 - r) The contractor will cease dangerous or unsafe work immediately when requested to do so by the company (CSIR) or its representatives.
 - s) The contractor will at all material times provide the company (CSIR) and its staff access to the work area.
 - t) The Contractor hereby assumes the responsibility of a manufacturer, in terms of Section 10 of the Occupational Health and Safety Act No 85 of 1993 and Section 21 of the Mine Health and Safety Act No 29 of 1996, for taking the necessary steps to ensure that any article or substance that it erects, uses or installs at the premises, or manufactures, sells or supplies to or for the Company (CSIR), complies with all the prescribed requirements and will be safe and without risks to health when properly used.
4. The company (CSIR) hereby obtains an interest in any investigation or formal inquiry conducted in terms of Sections 31 and 32 of the Occupational Health and Safety Act 85 of 1993 pertaining to any incident involving the contractor and/or its employees and/or its sub-contractor/s.
 5. The contractor confirms that it has been informed that it must report to company management (in writing) anything that he deems to be unhealthy and/or unsafe. The contractor will inform its employees and/or sub-contractors of this requirement.

Section 37(2) Agreement in terms of the Occupational Health and Safety Act No 85 of 1993

6. The contractor warrants that it shall not endanger the health and safety of company (CSIR) employees, the general public and/or visitors in any way whilst performing the work.
7. The contractor undertakes to comply with all labour legislation while performing work for the company (CSIR).
8. The contractor undertakes to adhere to all the company's (CSIR) rules and regulations as well as all guidelines that may be annexed hereto. The Contractor will ensure that all its employees are conversant with these annexures.
9. The contractor herewith agrees that the company (CSIR) and any of its representatives shall have the right to stop any unsafe work or work practices performed by the contractor or its sub-contractors and the contractor and its subcontractors shall have no claim for loss, damage or expense incurred due to the work stoppage.
10. The contractor agrees to pay legal fees on an Attorney and own client scale should a legal action arise out of this agreement or the work that is performed.
11. The contractor agrees to complete the work set out in the scope of works within 30 days unless prior arrangements where made with the company (CSIR) in writing indicating the new completion date.
12. The contractor's representatives such shall be bound *in solidum* in terms of this agreement.
13. The contractor does hereby irrevocably indemnify and hold harmless the company (CSIR) and all of its employees or representatives against all and any actions, suits, proceedings, claims, demands, costs and expenses of whatsoever nature and howsoever incurred which may be taken or made against them or be incurred or become payable by them arising out of loss, liability, damage or expense which may be suffered by any person as a result of the work that is performed by the contractor and its sub-contractors.
14. The contractor shall provide the Occupational Health and Safety Officer of the company (CSIR) with a copy of its Certificate of Good Standing with the Compensation Commissioner and show the original document.

Section 37(2) Agreement in terms of the Occupational Health and Safety Act No 85
of 1993

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15. The contractor shall ensure that all its employees are in possession of valid licenses of the correct code and/or certificates where this may be required for the work they will perform.
16. The contractor shall ensure that neither it nor its employees or sub-contractors undertake any activity, which may cause environmental impairment, nor constitute any form of unreasonable nuisance to the company (CSIR) and/or the surroundings.
17. The contractor shall ensure that the company (CSIR) Department/Section/Division representative responsible for the contractor is signatory to this agreement, and the contractor undertakes to adhere to all safety measures.
18. This agreement shall in no way amend or nullify the main contract or any of its provisions already established and agreed to between the contractor and the company (CSIR) and shall be regarded as an addition to such contract and provisions in order to regulate health and safety matters between the company (CSIR) and the contractor.
19. The Contractor undertakes to comply with all South African environmental legislation where applicable to his activities whilst on Company (CSIR) premises.
20. The Contractor shall comply with all instructions given by the Company (CSIR) in the interest of the protection of the environment.
21. The parties hereto respectively choose as their domicilium citandi et executandi (physical address) for all purposes of and in connection with written notification in terms of this agreement as follows:-

the company:

CSIR 15 Lower Hope Road, Rosebank Cape Town

Any written notice given by one party to the other in terms of this agreement shall be sent by pre-paid registered post or be delivered by hand and shall be deemed to have been received by the addressee on the 4th (fourth) day after posting, including the date of posting, or on the day of delivery, if delivered by hand, and no notice shall be deemed to have been validly given if given otherwise than in terms of the foregoing.

Section 37(2) Agreement in terms of the Occupational Health and Safety Act No 85 of 1993

DATE: :

SIGNED AT: :

SIGNED BY COMPANY: Designated responsible person

DATE: : _____

SIGNED AT: : _____

SIGNED BY CONTRACTOR: : _____

Contractor representative contact details

Section 37(2) Agreement in terms of the Occupational Health and Safety Act No 85
of 1993

Representative in charge of work (Attach appointment letter)	
Name and Surname:	
Office telephone number:	
Cellular telephone number:	
After hours contact number:	
Representative second in charge of work (Attach appointment letter)	
Name and Surname:	
Office telephone number:	
Cellular telephone number:	
After hours contact number:	
Company Designated responsible person	
Name and Surname:	
Office telephone number:	
Cellular telephone number:	
After hours contact number:	

Section 37(2) Agreement in terms of the Occupational Health and Safety Act No 85 of 1993