

《承包商职业健康、安全和环境保护协议》

EHS Agreement Attached to Contractor Contract

合同编号 Contract Number:

甲方 Party A: 欧拓汽车管理（上海）有限公司&旗下各工厂

（以下称“甲方”hereinafter referred to as Party A）

乙方 Party B: _____

（以下称“乙方”hereinafter referred to as Party B）

1. 定义 Definitions

EHS: 是指职业健康、安全和环境保护。

EHS: Environment, occupational health and safety.

承包商合同: 指双方于__年__月__日签署的《承包商职业健康、安全和环境保护协议》
合同。协议在供应商提供的服务结束前一直有效。

Contractor Contract: the _____ contract between the parties dated __, __. This agreement shall
effect until termination of service from supplier.

2. 职责与权限 Responsibilities and Rights

- 2.1. 对于新供应商，乙方保证严格按照甲方要求，如实填写甲方的《承包商健康和安全资格表》；乙方进
而保证向甲方所提交文件资料真实、可靠并且是反映乙方最新情况的。

For new supplier ,Party B represents and warrants that the statements it made in the Contractor's
Qualification Form on Health and Safety are true; and that all supporting documents or materials
submitted thereunder are authentic, reliable and updated.

- 2.2. 甲方应在工作开始前向乙方提供《承包商安全守则》以及工厂 EHS《批准的化学品清单》，并提供
对应的 EHS 培训及要求。

Party A shall provide Party B with the Contractor Health and Safety Manual and the List of
Chemicals Approved by plant EHS, prior to on-site operation by Party B. also deliver related EHS
training and requirements.

- 2.3. 乙方声明并保证，乙方的工作遵守《承包商安全守则》和甲方有关职业健康、安全和环境保护的要
求以及国家和地方一切相关的法律、法规和规章。

Party B represents and warrants that it will comply with Contractor Health and Safety Manual, and any other requirements of Party A on occupational health, safety and environmental, as well as all relevant laws, regulations and decrees of the State, and the localities.

- 2.4. 乙方保证：乙方在甲方施工/服务过程中的一切工伤事故，均需及时向甲方报告，但这并非明示或暗示甲方对此承担任何责任。

Party B guarantees that it will promptly notify Party A of any work injuries and accidents during its operation at Party A's site. However, existence of this clause does not mean Party A expressly or impliedly bear liability for any injury or accident.

- 2.5. 在乙方施工/服务期间，甲方的代表有权定期或不定期地进行监督检查，并依据《承包商健康和安全检查表》对乙方是否遵守甲方 EHS 政策及国家和地方法律法规进行审查评估。

During the period of Party B's operation at Party A's site, Party A has the right to regularly or irregularly conduct a supervision and inspection of Party B's operation, for assessment or evaluation if Party B has complied with Party A's EHS policies, and laws & regulations of the State or localities according to the Check List on Contractor's Health and Safety.

- 2.6. 甲方代表有权制止乙方的一切不安全操作，有权要求其违反本协议约定的行为支付违约金；同时有权要求违反 EHS 规定且未能立即矫正的人员立刻离开甲方场所。乙方有义务立即更换以合格人员以避免工期延迟，且由此造成的延迟均为乙方责任。

Representative of Party A has the right to stop any unsafe operations by Party B, and impose a penalty for any breach of this Agreement, and further has the right to require any one who is in violation of EHS requirements and fails to immediately make corrections to promptly leave Party A's site, Party B has the obligation to replace them with appropriate personnel to avoid any delay of the schedule, or otherwise be liable for such delays.

- 2.7. 如乙方连续 3 次出现违反本协议的行为；或出现 2 次且未及时纠正的，甲方有权终止乙方的工作并要求其全部退出甲方场地。此等行为同时构成对承包合同的重大违约行为，甲方有权提前解除承包合同而不承担任何违约责任或损失赔偿。同时，乙方应当赔偿甲方因此造成的工期延误等损失。

If Party B has violations of this Agreement of 3 times; or 2 times without prompt correction for such violations, Party A may put a stop of the operation by Party B and requires Party B to exit its site. Such violations shall constitute a fundamental breach of the Contractor Contract and shall entitle Party A to early terminate the Contractor's Contract without paying any liquidated damages or losses compensation. In the meantime, Party B shall pay losses of project delaying, etc. of Party A.

3. 违约责任 Liabilities for breach of contract

- 3.1. 如乙方采取弄虚作假行为取得承包商资格或违反甲方的 EHS 政策及国家法律法规, 则甲方将停止或终止乙方的承包工作; 甲方的一切损失完全由乙方负责。

If Party B makes false representations or warranties, or in procuring Contractor's Qualifications used fraudulent means, or if Party B violates Party A's EHS policies, and laws & regulations of the State, Party A shall have the right to suspend or stop Party B's contracting work. Party B shall be liable for all the damages of Party A.

- 3.2. 如果乙方在甲方或甲方客户的场所工作, 乙方应遵守甲方的 EHS 政策及国家法律法规, 并承担乙方或乙方的代理人、雇员或分包商在甲方场所或甲方客户场所的因任何作为或不作为而给甲方或甲方客户造成的伤害或损失的赔偿。除非是完全且直接因甲方或甲方客户的疏忽造成的索赔, 乙方将负责对乙方或乙方的代理人、雇员或分包商在甲方场所或甲方客户的场所因任何作为或不作为造成的向甲方和甲方的客户进行索赔的赔偿。

In case that Party B is working at the sites of Party A or Party A' customer, Party B shall comply with Party A's EHS policies and laws & regulations of the State, at the same time, Party B shall be liable for the compensation of the losses incurred by Party A or Party A's customer in connection with any acts or omissions by Party B, Party B's agents, employees or subcontractors at Party A or Party A' customer, unless it is directly caused by the negligence of Party A or Party A' s customer. Party B shall hold harmless and indemnify Party A or Party A's customer for any claims or losses out of acts or omissions by Party B, Party B's agents, employees or subcontractors

4. 本协议及一切由本协议引起的争议都受中华人民共和国法律的管辖。This agreement and the settlement of any disputes arising out of this agreement shall be governed and construed by the laws of PRC.
5. 本协议一式 2 份, 自协议双方授权代表签字盖章后生效。This agreement shall become effective upon signing by the authorized representatives from both Parties .The agreement will be two copies and each party will hold one copy.

甲方 **Party A:**

授权代表 (签字) **Authorized Representative (signature):**

日期 **Date:**

乙方 **Party B:**

授权代表（签字） **Authorized Representative (signature):**

日期 **Date:**