SCHEDULE K

to Contract / Purchase Order №………………………/………………….20…………..

CONTOURGLOBAL MARITZA EAST 3 AD, having its seat and registered office address in Sofia city, 48 Sitnyаkovo Blvd, 9th floor, registered in the Registry Agency under UIC 130020522, Tax number BG 130020522, represented by Krassimir Nenov – Executive Director and Quinto Di Ferdinando - Member of the Board of Directors, hereinafter referred to as CONTRACTING AUTHORITY

……………………………, having its seat and registered office address in ............................., ........................................., registered in the registry agency under UIC ......................, tax number BG ......................., represented by ………….……… in his capacity of ………………………………, hereinafter referred to as CONTRACTOR,

hereinafter jointly referred to as PARTIES,

**PROTOCOL OF AGREEMENT**

**in connection with Clause 18 of the Law for Healthy and Safe Labour Conditions and Clause 127-з of the Regulations for Implementation of the Law of the Ministry of Internal Affairs**

Regarding obligations and coordinated measures for ensuring health and safety, fire and emergency safety and protection of the environment during the work of external contractors on the territory of “ContourGlobal Maritsa East 3” TPP (PLANT)

The CONTRACTING AUTHORITY authorizes the Health & Safety and Security Manager of “ContourGlobal Operations Bulgaria” AD (Tel.: +359 42 663 748 Mob.: +359 884 630 202) to act as a representative for Health & Safety (H&S) on its behalf under the provisions of this protocol.

The CONTRACTOR authorizes ………..(Name)………… – ………………(Title)……………… (Tel.: …………………. Mob.: ………………………….) to act as a representative for Health & Safety (H&S) on its behalf under the provisions of this protocol.

Any activity of the CONTRACTING AUTHORITY under this protocol of agreement shall be considered an operating activity, incl. the control on the performed operating procedures and instructions on the territory of the PLANT, and shall be carried out by “ContourGlobal Operations Bulgaria” AD. The Health and Safety Department of “ContourGlobal Operations Bulgaria is authorized to act on behalf of the CONTRACTING AUTHORITY for any matters under this PROTOCOL OF AGREEMENT.

**І. GENERAL PROVISIONS**

1. This protocol of agreement specifies the main requirements and obligations for ensuring health and safety, mutual informing for risks at work and coordination of the activities for protecting the working people, fire and emergency safety (FES) and protection of the environment with a view to preserve the life, the health and the working ability of the persons, who stay on the territory of the PLANT in connection with execution of works under a contract and to avoid damages on tangible assets.
2. When carrying out the assigned activities and operations as specified under the particular contract, all regulatory documents on health and safety at work, incl. the labour safety regulations and the FES ordinances, as well as the requirements related to preservation of the environment, shall be compulsory for the PARTIES.
3. By signing this protocol, the PARTIES shall be obliged to meet all requirements, ensuing from the Environment and Health and Safety Management System. These requirements are stated in the Informational Brochure of the External Contractors and/or in the instructions which are given to the Contractor when concluding the contract.
4. The persons who manage and are in charge of the production processes for each of the PARTIES shall be obliged to ensure safe labour conditions and shall meet the FES requirements for the activities managed by them. They shall inform each other of the existing hazards and risks at work and shall take measures for their elimination.
5. The CONTRACTING AUTHORITY shall perform routine monitoring and control of the regulatory requirements for ensuring health and safety and protection of the environment or of such internal requirements of the CONTRACTING AUTHORITY, of higher priority than the regulatory ones. The employees of the Regional service on fire safety and saving of the Plant control the observance of the FES rules as they issue compulsory instructions and recommendations when the regulatory requirements for ensuring HS and FES are violated.
6. The CONTRACTOR agrees that any of the obligations and requirements under this protocol shall also be met by its subcontractors, suppliers, their employees, officers, civil contractors or any other similar person in charge.

**ІІ. OBLIGATIONS OF THE CONTRACTING AUTHORITY**

**The obligations of the CONTRACTING AUTHORITY are as follows:**

1. To inform the CONTRACTOR of the requirements for ensuring H&S and FES and environmental protection as the CONTRACTING AUTHORITY gives the CONTRACTOR the following documents before the start of the contractual activity:
   1. Environment and Health and Safety Policy;
   2. Emergency Action Plan;
   3. Information brochure, which contains a brief excerpt of the requirements of the Contracting Authority for the performance of operations or activities related to identified hazards and/or, respectively, instructions for particular operations depending on the subject of the contract between the PARTIES.
   4. Instruction for collection and transportation of waste on the territory of the Plant, with an attachment – Location of the sites for temporary storage of waste;
   5. Instruction for removal of spillages of substances/preparations, which could contaminate the soil/ground water, and treatment of generated waste;
   6. Ways for giving warning signals, claims and complaints, related to the safety at work and the protection of the environment.
2. To appoint a responsible official from his personnel or authorised person – a person responsible for contractual relations, who shall coordinate and control the activity, awarded to the CONTRACTOR;
3. To give the CONTRACTOR the necessary constructive and technical documentation concerning the performance of the awarded activity;
4. To provide power supply for the equipment of the CONTRACTOR as the CONTRACTOR on its part provides electric boards with RCD.
5. To show the CONTRACTOR the specified work sites and the access to them as well as the sites for temporary storage of waste.
6. To give the CONTRACTOR working and safe technical equipment in the cases when this has agreed in advance.
7. To give the CONTRACTOR along with protocols intact and passed technical inspection lifting equipment, where agreed in advance.
8. To organize an initial induction to the CONTRACTOR’S and its SUBCONTRACTOR’S personnel, who have permissions to work from the “National Security” State Agency regarding the matters of health and safety at work, the FES rules and the environmental protection in the PLANT. An initial induction shall be made for any person, who start to work for the first time on the territory of the PLANT, and for persons, who have an interruption of such work for a period longer than 1 year.
9. Before the start of the initial induction, to check the presence and the actuality of the external personnel’s certificates for acquired qualification group on the relevant regulations as well as other certificates for acquired competency conformable to the activity which will be carried out.
10. To carry out an induction at the work area to the responsible managers, the performers of the work and the members of brigades of the CONTRACTOR, with regard to:
    * Peculiarities of the technological scheme, the design and the operation of the machines and the facilities and the risks connected with them at the area of the workplaces.
    * The specific requirements for ensuring health and safety and FES.
    * Events from the failures elimination plan, as well as actions in case of fires, failures and natural disasters.
    * The requirements related to the environmental protection.

An induction at the work area is not compulsory in the cases when the External personnel will work again at the work area where they have worked and the scheme has not been changed.

1. To issue the necessary work permits, acts and instructions.

To control the observance of the requirements for ensuring health and safety, the specified safety measures, FES and environmental protection.

1. To arrange and hold weekly meetings with the persons responsible for H&S for compliance with safety rules, fire safety and environment protection requirements.
2. To check whether the responsible persons observe the specified technical safety measures.
3. To stop machines and facilities when there is a direct risk for the life and the health of the people and after that to inform immediately the relevant officials with a view to take measures for eliminating the hazards and restoring the normal work.

**ІІІ. OBLIGATIONS OF THE CONTRACTOR:**

**The obligations of the CONTRACTOR are as follows:**

1. To appoint a person from the personnel who will be responsible for the safety at work and to submit an order for assigning the functions on safety to the official in the Health, safety and security department of the CONTRACTING AUTHORITY. This person has to be on the territory of the PLANT during the performance of the contract and has to supervise safety performance of the contracted activities.
2. To appoint a person from the personnel who will be responsible for the activities related to the environmental protection and will be on the territory of the PLANT during the performance of the contract and to submit an order for assigning the functions on the official in the Environmental Department of the CONTRACTING AUTHORITY.

To ensure the participation of the appointed official/s on health and safety and environmental protection at work or, if it is impossible on his/their part, of another authorized person from its personnel in the routine weekly meetings on safety and environmental protection, where all aspects connected with health and safety at work and environmental protection according to the requirements of the Law on Healthy and Safe Labour Conditions and the procedures of the CONTRACTING AUTHORITY are discussed, and to sign the protocols of findings issued by the "Health, safety and security" department of the CONTRACTING AUTHORITY in the event of violations of the safety rules set forth in paragraph. IV para. 7 of this document.

The attendance of an authorized representative of the CONTRACTOR at the weekly safety meetings with the CONTRACTING AUTHORITY is mandatory. The authorized representative of the company shall have the required knowledge, competence and powers to communicate the information from the meeting and take the necessary measures to improve the safety in the company they represent. In the event of the authorized representative failing to attend two weekly meetings in succession a penalty shall be imposed on the CONTRACTOR in line with the yellow card/red card system as shown in the table below.

1. To meet the requirements of the CONTRACTING AUTHORITY for ensuring Health and Safety and Environmental protection and to describe the safe performance of the contracted activity in the method statements;
2. Before starting the work, to give the CONTRACTING AUTHORITY a Work Plan (METHOD STATEMENT), according to a model, with a detailed description of the agreed activity and the measures for ensuring H&S and Environmental protection (HSE) and to inform working teams with the content of the plan. The following shall be attached to the plan:

* List of the persons, who have to be issued a permission to work (in the cases when the persons do not have an issued permission),
* List of the persons who will work on the territory of the PLANT, with indicated responsibilities according to the Safety Regulations.
* List of the persons who will go through an initial induction.
* Job safety analyses (JSA) for the performed activity, according to a model.
* Actual MSDS ( Material Safety Data Sheet) in Bulgarian language – in cases when hazardous materials are to be used
* Other documents in a model given by the CONTRACTING AUTHORITY.

1. To provide the personnel, at its own expense, with working clothes with distinguishing signs (logo or name of the CONTRACTOR and, if the case may be, the SUBCONTRACTOR) as well as with the necessary personal protective equipment depending on the performed activity.
2. Shall not allow access to work in the PLANT to persons, who:
   1. Are under 18 years old.
   2. Have not gone through a preliminary/ routine medical check or does not have suitability conclusions to perform the work.
   3. Are not certified and/or don’t have the necessary qualification for the relevant work or activity.
   4. Do not have valid certificates for qualification group of safety at work.
   5. Do not have a permission to work by the “National Security” State Agency.
   6. Are not trained on the rules for ensuring health and safety, FES and environmental protection in the plant, such as first aid for injured people in case of accidents and emergency.
   7. Are not inducted on the nature of the work.
   8. Have not gone through an initial induction and an induction at the work area.
   9. Are not provided with or do not use the required personal and other protective equipment.
   10. Have counter-indicative illnesses or complaints concerning the work, which is assigned, or the conditions under which the work should be carried out.
   11. Are licensed or have the relevant qualification but have been moved from another work area and have not gone through an induction regarding the safe performance of the work on the new work area.
   12. Are not familiar with the failures elimination plan and with the instructions for acting in case of failures and fires.
   13. Are protected persons – in the cases when the work, which is about to be carried out, is forbidden to be performed by such persons under the effective applicable legislation.
   14. Are in a state of intoxication and/or are under the influence of intoxicating substances.
   15. Persons, who are not members of the brigade, as well as in the cases when they are not brought in according to the established routine.
   16. Combine the duties of the persons, responsible for the safety at work according to the work permit, with the exception of the cases stated in the effective applicable legislation.
3. The CONTRACTOR shall proceed with fulfilment of the work, awarded with the contract, only after the issuance of a work permit or work instruction and after coordination with the appointed supervisor.
4. When constructing scaffolding, the CONTRACTOR shall check the condition of the scaffolding and shall inform an authorized person on the part of the CONTRACTING AUTHORITY for acceptance of the scaffolding. The CONTRACTOR shall not allow work on scaffolding which has not been accepted and identified according to the Scafftag system, adopted by the CONTRACTING AUTHORITY.
5. Shall not let the brigade work when:
   1. The leader responsible for the work according to the work permit, the performer or the members of the brigade are sick, overtired, drunk, mentally distressed or are in other state, unsafe for work.
   2. The certificates for acquired qualification group on safety at work of the responsible leader, the performer of the work or the members of the brigade are missing or expired.
   3. Instead of the responsible leader, the performer of the work or members of the brigade, entered into the work permit, other persons appear.
   4. The work permit is not correctly issued and drawn-up.
   5. The safety measures at the work area, foreseen in the work permit, are not carried out precisely and in a sufficient volume.
   6. In the process of entering to work, an emergency, a calamity (flood, earthquake etc.), fire or an accident occurs.
6. To equip the work places with fire-extinguishing tools, equipment and devices. The type and the quantity of the fire-extinguishing tools, equipment and devices are specified in the effective regulations on fire safety and their location and designation shall be carried out in conformity with the effective standards.
7. To inform in advance the Regional service on fire safety and saving and the Medical Centre of forthcoming closing of particular road sections on the territory of the PLANT, which prevents the passing of specialized vehicles.
8. To clean in advance the working areas from combustible, inflammable and explosive materials.
9. To supply the work areas with electric boards with RCD without changing the recommended power supply and without switching on load bigger than the one specified by the CONTRACTING AUTHORITY.
10. To have as part of their staff the required by the ordinances under art. 31 of LTRP (Law on Technical Requirements for Products) competent officials responsible for safe operation and representatives to the bodies for technical supervision of high-risk facilities, where such will be used.
11. To use lifting devices that are registered, having passed initial and periodic technical inspections and checks, within legal terms and are documented as required by the regulations for safe operation and technical supervision of lifting equipment and marked as required by the Contracting Authority.
12. The responsible leader and the performer of the work according to the work permit of the Contractor, together with the permitting person from the operative personnel of the Contracting Authority, before letting the brigade work, shall be obliged to check the carrying out of the technical measures related to the readiness of the work places, as well as if they are sufficient.
13. Welding and other hot works shall be immediately stopped, if changes occur in the FES conditions during their carrying out or by order of an employee of the Regional service on fire safety and saving in the plant.
14. In the process of the work, the CONTRACTOR shall be obliged to observe the following:
    1. The start of work according to the work permit, with the exception of the cases of general and partial work permit, on a daily basis, shall be entered into the work permits log-book with the signatures of the permitting employee of the CONTRACTING AUTHORITY and of the CONTRACTOR and by entering the time and the date. If another company is also allowed to work at the worksite with a work permit, the CONTRACTOR shall be obliged to take into consideration the performance of the works by observing the technical measures on safety and FES with this company.
    2. From the moment the brigade of the CONTRACTOR is given permission to work, the Contractor shall bear a full responsibility on the observance of the HSE measures.
    3. To preserve the machines and the equipment of the PLANT, those they have access to, as well as the fire-protection tools and devices against faults, pollution and destroying. If pollution, fault or destroying is caused, the same is removed at the expense of the Contractor.
    4. To use only standard, in good technical state and safe work equipment.
    5. It is not allowed to put wardrobes and lockers and to store materials and equipment in halls, fire-protection anterooms, staircases and on other evacuation routes.
    6. It is not allowed to stop and park transport vehicles as well as to store materials and equipment at a distance of 10 m before and after fire hydrants and on the sites designated for fire vehicles at fire reservoirs and water tanks.
    7. It is not allowed to violate the protected performance of the equipment (IP and Ex).
    8. To inform immediately the Regional service on fire safety and saving of a fire at their workplace. In the cases when the performers have used the available at the workplaces fire-extinguishing devices, owned by the Plant, the Contractors shall notify the Regional service on safety and saving or HSS department with the purpose of timely replacement or refill.
    9. The personnel of the Contractor shall be obliged to carry an identification card, a certificate for qualification group on safety at work and a competence certificate, if the latter is necessary, all the time during their stay on the territory of the Plant and to show them on request of authorized employees of the Contracting Authority.
    10. To inform immediately a representative of the Contracting Authority, if faults are noticed on the equipment that could put at risk the life and the health of the working people or could cause pollution of the environment, leaks and spills of oils and other hazardous substances.
    11. To take all measures to avoid pollution of the environment when working with oils and other hazardous chemical substances.
    12. Uses the containers for waste segregation and temporary waste storage areas according to their purpose.
15. When completing the work, the Contractor shall be obliged to observe the following:
    1. Complete the work according to the work permit (with the exception of the general or the partial work permit) is completed for the day by means of the signatures of a representative of the Contractor and of the responsible person from the operative personnel of the Contracting Authority.
    2. The CONTRACTOR requires from the responsible person of the operative personnel of the CONTRACTING AUTHORITY a trial test of the repaired equipment before entirely completing the work on it, only provided that:

* The brigade has left the work area;
* The work permit is given back by the contractor as both PARTIES– the CONTRACTOR and the CONTRACTING AUTHORITY – have registered the completion of the work.
* The temporary signs, notices, fences, switching-on devices and supporting structures are removed and permanent signs, notices and fences etc. are placed.
  1. The trial or the test of the separate components or sections of the equipment, during the total repair with a general work permit, is made in compliance with the requirements of the Regulations on safety at work in non-electric installations of electric and thermal plants and along heat-transferring grids and water engineering works.
  2. The balancing of rotating mechanisms with electric actuation, as well as other works related to often switching on and off of the power supply, is done in compliance with the requirements of the Regulations on safety at work in non-electric installations of electric and thermal plants and along heat-transferring grids and water engineering works.
  3. After the work day ends, the CONTRACTOR shall clean the workplaces, release the passages, the signs, the notices, the fences, the locking and supporting devices shall be put on their places and the work permit shall be given to the operative personnel of the CONTRACTING AUTHORITY. All accumulated wastes shall be collected and transported to relevant waste areas and containers. When several Contractors work on the same site, the obligations for cleaning the work area are carried out jointly by all people.
  4. After the final completion of the work, the collection of the materials and the tools and after the thorough cleaning of the work area, the Contractor registers the completion of the work in the work permit, signs it and gives it to the responsible leader. All accumulated wastes shall be collected and transported to relevant waste areas and containers.
  5. The responsible leader, after carrying out an inspection of the work places and after eliminating the irregularities, if there are any, permits the removal of the temporary signs, boards, fences, locking and supporting devices etc., instructs the brigade to be brought out, registers the final completion of the work in the work permit, closes the work permit and certifies this with a signature, date and time.

1. The CONTRACTOR shall be obliged to observe the recommendations given by the responsible officials of the CONTRACTING AUTHORITY, if infractions of the regulations on health and safety at work, on environmental preservation and FES are found out.
2. In case of an accident with a person from the CONTRACTOR’S personnel, the Medical Centre and the Head of “Health, safety and security” Department of the CONTRACTING AUTHORITY shall be immediately informed. Ascertaining the circumstances, in which the accident occurred, the investigation, the registration and its reporting is a responsibility of the Contractor. When an investigation is organized on behalf of the CONTRACTING AUTHORITY, the CONTRACTOR shall be obliged to give full support. The CONTRACTOR shall be obliged to give the Head of Health, safety and security department all acts, written statements, reports and declarations prepared by the relevant officials and related to the accident.
3. The noticed “near misses” shall be immediately reported by the person, who has noticed the near miss, to his immediate superior, who on his part shall be obliged to inform the head of Health, safety and security department of the Contracting Authority. A sample form provided by the CONTRACTING AUTHORITY is to be used.
4. The CONTRACTOR shall be obliged to use the equipment of the PLANT given to him with the care of a good owner. The CONTRACTOR shall be obliged to inform the personnel of the CONTRACTING AUTHORITY of noticed irregularities. The CONTRACTOR repairs, at his own expense, the damages caused by incorrect operation of equipment.

**ІV. NON-COMPLIANCE RESPONSIBILITY OF OBLIGATIONS AND CAUSED MATERIAL DAMAGES**

1. If there are ascertained violations made by persons of the CONTRACTOR’S personnel, the employees of the CONTRACTING AUTHORITY (or any other persons authorized by the CONTRACTING AUTHORITY) and the employees of the Regional service on fire safety and saving in the Plant shall have the right to require immediate removal of those persons from the workplace and to take away the work permit given to the CONTRACTOR for carrying out the work under the contract. The removal from the work place and the taking away of the work permit are immediately entered into the operative log-book and into the work permit. The CONTRACTOR bears the responsibility for non-compliance of the contractual terms as a result of the above-mentioned non-admission to the workplace.
2. Representatives of the CONTRACTING AUTHORITY (operative personnel, the inspectors of the Health, safety and security department and of the Environmental Department, heads of structural units, supervisors and managers), as well as the employees of the Regional service on fire safety and saving, shall have the right to stop the work, during which infractions are found out, until the violations are removed.
3. The CONTRACTOR shall be obliged to restore, at his own expense, the damages on the fire protection equipment caused though his fault and in the cases of unproved performer – jointly with other companies, working on the relevant site.
4. The CONTRACTOR shall be obliged to restore, at his own expense, the damages caused through his fault to received from the Contracting Authority with protocols lifting equipment.
5. The CONTRACTOR shall be obliged to restore, at his own expense, the damages caused through his fault with respect to the environment (incl. the expenses for the disposal of waste generated as a result of this) and in the cases of unproved performer- jointly with other companies, working on the relevant site.
6. The losses caused from extending the terms for the performed works, due to a release of individual persons or due to a stop of the work of groups (brigades) because of committed infractions of the requirements of the regulatory documents and the instructions for safe work and FES, are at the expense of the CONTRACTOR.
7. If there are infractions of the requirements for safe work, fire and emergency safety or environmental protection, or non-compliance of the obligations under this protocol of agreement, the inspectors of healthy and safe labour conditions of the CONTRACTING AUTHORITY, the employees of the Regional service of fire safety and saving and/or the Environmental Department prepare an infraction report to the Contractor type YELLOW CARD in line with the procedure as described below:

**V. Yellow card/Red card-PROCEDURE FOR MANAGEMENT OF CONTRACTOR PERFORMANCE IN H&S, FIRE SAFETY AND ENVIRONMENTAL PROTECTION**

1. A yellow card (”YELLOW CARD”) and/or a red card (RED CARD) can be given to any natural person, who is employee, officer, civil contractor or similar (“OFFENDER”) of the CONTRACTOR, his subcontractors or suppliers on the territory of the who does not comply with the rules in H&S, Fire Safety an Environment Protection. The period of validity of the yellow card is six (6) months.
2. The Оffender must be duly informed upon receipt of the YELLOW or RED CARD of the offence they have committed and the consequential actions on the part of the CONTRACTING AUTHORITY. The person officially handing in the document concerning the offence shall be responsible for notifying and explaining the offence and resultant consequences (save for the circumstances as described in i. 6 below).
3. For every repeated offence irrespective of its nature a second YELLOW CARD will be issued. Following receipt of a second YELLOW CARD the Оffender shall be obliged to attend a mandatory training in H&S, Fire Safety and Environment Protection provided by the CONTRACTING AUTHORITY or an external company, approved by the CONTRACTING AUTHORITY. The duration of the training shall not be less than 1 day after receiving of Yellow Card, respectively 3 days after Red Card and shall follow a program approved by the CONTRACTING AUTHORITY. Only after submission of a document for completion of training can the Оffender be allowed back on the territory of the PLANT.
4. In the event of a given Оffender breaking the rules in H&S, Fire Safety and Environment Protection for the third time within 6 months from receipt of the first YELLOW CARD, the Оffender shall be given a RED CARD in line with the table below and his access to the premises of the PLANT shall be blocked for a period of time as specified in column 4, but not less than 5 consecutive working days and then shall attend a mandatory training as specified in i.3 above.
5. In the event of a gross offence of the rule sin H&S, Fire Safety and Environment Protection the Оffender can receive directly a RED CARD, even if they have not previously been issued with a YELLOW CARD.
6. If the Оffender refuses to sign and take a “YELLOW” or a “RED” Card, the cards shall nonetheless be considered valid. The CONTRACTING AUTHORITY reserves the right to give the respective document with 2 witnesses in attendance who have put their signatures down in verification of the fact that the procedure under this Protocol has been observed but the Оffender refuses to sign the YELLOW and/or RED Card.
7. The “YELLOW” and “RED” Cards shall be signed by the representatives of both the CONTRACTING AUTHORITY and the CONTRACTOR, and approved by the Plant Manager of the CONTRACTING AUTHORITY..
8. Delivered “YELLOW” and “RED” Cards shall be entered into a register. The CONTRACTING AUTHORITY shall be responsible for administering the register as well as for maintaining both an electronic and a hard copy filing system of offence reports. A copy of each delivered YELLOW or RED CARD shall be sent to the CONTRACTOR under an official cover letter as part of the routine correspondence under the CONTRACT.

|  | **Offences covered under the application of the “YELLOW/RED CARD” System** | **Consequence at first occurrence** | **Penalties at handing down a RED CARD** | **Penalty Points** |
| --- | --- | --- | --- | --- |
| **1** | **2** | **3** | **4** | **5** |
| 1 | Failure to use the mandatory PPE –hard hat, toe cap safety boots, working clothes, eye protection or usage of unsuitable protective eyewear. | Delivery of a YELLOW CARD | Suspending the offender from work on the territory of the power plant for a period of 5 up to 30 days and imposing a financial penalty of BGN 300 on the CONTRACTOR | 3 |
| 2 | Failure to use safety goggles (mask, face shield) during metal cutting and welding operations. Failure to use hand protection during work with sharp cutting materials. | Delivery of a YELLOW CARD | Suspending the offender from work on the territory of the power plant for a period of 5 up to 7 days and imposing a financial penalty of BGN 300 on the CONTRACTOR | 3 |
| 3 | Failure to use breathing protection during execution of works involving generation of dust or work with hazardous chemicals. | Delivery of a YELLOW CARD | Suspending the offender from work on the territory of the power plant for a period of up 5 to 7 days and imposing a financial penalty of BGN 300 on the CONTRACTOR | 2 |
| 4 | Failure to use hearing protection (plugs, ear muffs) in the area with raised level of noise or during execution of activities generating excessive noise. | Delivery of a YELLOW CARD | Suspending the offender from work on the territory of the power plant for a period of 5 up to 7 days and imposing a financial penalty of BGN 300 on the CONTRACTOR | 1 |
| 5 | Missing residual current protection panel or failure to use it or unauthorized connection to the electrical panels of the CONTRACTING AUTHORITY or usage of faulty panels. | Delivery of a YELLOW CARD | Imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR and suspending the works until the problem has been resolved. Suspending of responsible offender for a period of 5 up to 10 days. | 5 |
| 6 | Using substandard extension pieces or unsatisfactory state of the cables | Delivery of a YELLOW CARD | Imposing a financial penalty up to BGN 500 to the CONTRACTOR and suspending the works until the problem has been resolved. Suspending of responsible offender for a period of 5 up to 10 days. | 5 |
| 7 | Using substandard or in a poor state mechanical or electric tools and equipment. | Delivery of a YELLOW CARD | Imposing a financial penalty up to BGN 500 to the CONTRACTOR and suspending the works until the problem has been resolved. Suspending of responsible offender for a period of 5 up to 10 days. | 5 |
| 8 | Improperly secured gas cylinders, lack of caps, uncertified cylinders, no marking on the gas cylinders about the company-user. | Delivery of a YELLOW CARD | Imposing a financial penalty up to BGN 300 to the CONTRACTOR and suspending the works until the problem has been resolved plus suspending the responsible person from work on the territory of the power plant - “Red Card’ for a period of 5 up to 7 days. | 5 |
| 9 | Poor state and /or nonconformity with the statutory requirements for hoses and equipment for flame cutting and welding of metals; lack of standard braces or usage of wire instead of braces on gas welding equipment | Delivery of a YELLOW CARD | Imposing a financial penalty up to BGN 300 to the CONTRACTOR and suspending the works until the problem has been resolved. Suspending of responsible offender for a period of 5 up to 10 days. | 5 |
| 10 | Substandard pressure gauges, valves, burner, missing non-return valves and flame arresters on gas cutting equipment. | Delivery of a YELLOW CARD | Imposing a financial penalty up to BGN 500 to the CONTRACTOR and suspending the works until the problem has been resolved. Suspending of responsible offender for a period of 5 up to 10 days. | 5 |
| 11 | Work with lifting equipment (lorry mounted crane, lorry-mounted platform, electric hoists, winch, etc.) not subjected to periodic technical inspection; Failure to present documents about relevant qualification or training and successfully completed annual instruction and examination of knowledge for operators of cranes, electric hoists and shunters; Using lifting equipment in a way breaching the rules and regulations and hazardous to the health and safety of the workers. Missing or incomplete entry in the lifting equipment logbooks, handed over with Inspection Report No 3 | Direct delivery of a RED CARD | Imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR and suspending the works until the problem has been resolved. Suspending of responsible offender for a period of 5 up to 30 days. | 5 |
| 12 | Poor state and/or non-conformity with the statutory requirements for lifting equipment. Slings not marked, the register for fastening devices and slings is missing. | Direct delivery of a RED CARD | Imposing a financial penalty of up to BGN 500 on the CONTRACTOR and suspending the works until the problem has been resolved. Suspending of responsible offender for a period of 5 up to 10 days. | 5 |
| 13 | Pour state of the chain block, lifting rope, end switches and interlocks of the used lifting equipment. The securing mechanisms on the hook missing. | Direct delivery of a RED CARD | Imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR and suspending the works until the problem has been resolved. Suspending of responsible offender for a period of 5 up to 10 days. | 5 |
| 14 | Working on non- approved scaffolding /without the green scafftag/ | Direct delivery of a RED CARD | Giving a red card to the offender and suspending them from work on the territory of the power plant for a period of 5 up to 7-days and imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR | 5 |
| 15 | Integrity of the scaffold violated or modification of its construction by non-authorised persons. | Direct delivery of a RED CARD | Giving a red card to the offender and suspending them from work on the territory of the power plant permanently and imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR | 10 |
| 16 | Work on a scaffolding without the daily inspection made by the user. | Delivery of a YELLOW CARD | Imposing a financial penalty of up to BGN 300 on the CONTRACTOR. Suspending of responsible offender for a period of 5 up to 10 days. | 3 |
| 17 | Work without safety harness | Direct delivery of a RED CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 5 up to 30 days and imposing a financial penalty of up to BGN 500 on the CONTRACTOR | 5 |
| 18 | Lack of safety enclosure and warning signs / in case of hazard of falling from height, falling objects and so on/ | Delivery of a YELLOW CARD | Imposing a financial penalty of up to to BGN 300 on the CONTRACTOR for every subsequent violation . Suspending of responsible offender for a period of 5 up to 10 days. | 5 |
| 19 | Failure to use suitable communication equipment when there is no visual contact during lifting operations or work in confined spaces. | Delivery of a YELLOW CARD | Imposing a financial penalty of up to to BGN 300 on the CONTRACTOR for every subsequent violation. Suspending of responsible offender for a period of 5 up to 10 days. | 2 |
| 20 | Work materials scattered on the working site | Delivery of a YELLOW CARD | Imposing a financial penalty of up to BGN 500 on the CONTRACTOR and suspending the works until the problem has been resolved. Suspending of responsible offender for a period of 5 up to 10 days. | 2 |
| 21 | Work sites not cleaned from waste after daily maintenance activities | Delivery of a YELLOW CARD | Imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR. Suspending of responsible offender for a period of 5 up to 10 days. | 3 |
| 22 | Failure to conform to the instruction for motor vehicles drivers on TPP site | Direct delivery of a RED CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 5 up to 7 days and imposing a financial penalty of up to BGN 300 on the CONTRACTOR | 1 |
| 23 | Incorrect cargo securing and arrangement during transportation. | Direct delivery of a RED CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 5 up to 7 days and imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR | 3 |
| 24 | Unauthorised use of the vehicle | Direct delivery of a RED CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 5 up to 30 days and imposing a financial penalty of up to BGN 300 on the CONTRACTOR | 5 |
| 25 | Lack of qualification group certificate and other documents required for the executed activities | Direct delivery of a RED CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 5 up to 7 days and imposing a financial penalty of up to BGN 100 on the CONTRACTOR | 5 |
| 26 | Work without a Permit to work and permission for execution of hot works | Direct delivery of a RED CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 5 up to 7 days and imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR | 10 |
| 27 | Firefighting provisions /combustible materials not removed; lack, insufficient quantity, unsuitable type or defective fire extinguishers, fire protection blankets and so on | Delivery of a YELLOW CARD | Imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR. Suspending of responsible offender for a period of 5 up to 10 days. | 5 |
| 28 | Detected blood alcohol content > 0.2‰ / per thousand/ or bringing alcohol to the PLANT. Ascertained presence of unauthorized drugs and psychotropic substances. | Direct delivery of a RED CARD | Blocking the access of the offender to the power plant permanently with no possibility to access ever again. | 10 |
| 29 | Smoking in an unauthorized place | Direct delivery of a RED CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 5 up to 7 days and imposing a financial penalty of up to BGN 300 on the CONTRACTOR | 3 |
| 30 | Work with faulty equipment | Delivery of a YELLOW CARD | Imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR. Suspending of responsible offender for a period of 5 up to 10 days. | 5 |
| 31 | Incorrect wording, failure to close a work permit or other errors related to work permits | Delivery of a YELLOW CARD | Imposing a financial penalty of up to BGN 300 on the CONTRACTOR. Suspending of responsible offender for a period of 5 up to 10 days. | 5 |
| 32 | Attempted theft | Direct delivery of a RED CARD | Blocking the access of the offender to the power plant and permanent suspension from work. Police will be called and asked for support. | 10 |
| 33 | Attempted fraud in the access control system | Direct delivery of a RED CARD | Blocking the access of the offender to the power plant and permanent suspension from work. | 10 |
| 34 | Violation of environmental operating instructions and procedures | Delivery of a YELLOW CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 3 months and/or imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR | 10 |
| 35 | Causing spillages of oils, boiler fuel and other hazardous chemical substances and mixtures | Direct delivery of a RED CARD | Imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR and suspending the works until the problem has been resolved. Suspending of responsible offender for a period of 5 up to 10 days. | 10 |
| 36 | Non-purpose use of waste containers and areas for temporary waste storage | Direct delivery of a RED CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 3 months and imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR. | 5 |
| 37 | Mixing/blending of hazardous **and** nonhazardous waste | Direct delivery of a RED CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 3 months and imposing a financial penalty of up to BGN 500 on the CONTRACTOR. | 7 |
| 38 | Use of flexible intermediate bulk containers (FIBCs) or big bags marked for storing asbestos containing waste (AAA) for other purposes | Direct delivery of a RED CARD | Imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR. Suspending of responsible offender for a period of 5 up to 30 days. | 8 |
| 39 | Illegal disposal of chemical substances in the waste water system. | Direct delivery of a RED CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 3 months and imposing a financial penalty of up to BGN 500 on the CONTRACTOR. | 3 |
| 40 | Incorrect storage of chemical substances and missing material safety data sheets on work with hazardous chemicals and mixtures in Bulgarian language. | Delivery of a YELLOW CARD | Imposing a financial penalty of up to BGN 300 on the CONTRACTOR. Suspending of responsible offender for a period of 5 up to 10 days. | 3 |
| 41 | Uncovered cargo in a vehicle which can result in environmental pollution | Direct delivery of a RED CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 3 months and imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR. | 2 |
| 42 | Illegal use of fire water | Direct delivery of a RED CARD | Imposing a financial penalty of up to BGN 300 on the CONTRACTOR. Suspending of responsible offender for a period of 5 up to 10 days. | 5 |
| 43 | Illegal use of fire-fighting equipment ( flexible pipes, nozzles, etc ) , property of Employer | Direct delivery of a RED CARD | Imposing a financial penalty of up to BGN 3,000 on the CONTRACTOR. Suspending of responsible offender for a period of 5 up to 10 days. | 5 |
| 44 | Use of faulty passenger and cargo vehicles and specialized equipment resulting in spillages of oil, brake fluid, etc. | Direct delivery of a RED CARD | Imposing a financial penalty of up to BGN 500 on the CONTRACTOR. Suspending of responsible offender for a period of 5 up to 10 days. | 4 |
| 45 | Failure to notify of an accident related to health and safety of personnel, environmental pollution or damage to equipment | Direct delivery of a RED CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 30 days and imposing a financial penalty of up to BGN 500 on the CONTRACTOR. | 10 |
| 46 | Illegal waste disposal out of the purpose-designated locations. Disposal of commingled waste in specialized temporary waste storage areas | Direct delivery of a RED CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 3 months and imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR | 6 |
| 47 | Unsafe behavior | Direct delivery of a RED CARD | In the event of Employer’s representatives establishing instances of flagrant violation of safe work and conduct requirements, stipulated in occupational health and safety regulatory documents, other sanctions can be imposed, different from the ones specified in this table, inclusive of suspending the offenders from work for up to 30 days and imposing financial penalties of up to BGN 1,000 on the CONTRACTOR. | 10 |
| 48 | Act of physical aggression. Making threats to Employer’s personnel or staff other organizations operating on the premises of the power plant. | Direct delivery of a RED CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant permanently and imposing a financial penalty of up to BGN 1,000 on the CONTRACTOR | 10 |
| 49 | Any other violation of the safety instructions, the METHOD STATEMENT and its appendices and/or failure to use Good Industry Practice in connection to any Health, Safety and Environmental aspect of the WORKS. | Delivery of a YELLOW CARD | Giving a RED CARD to the offender and suspending them from work on the territory of the power plant for a period of 30 days and imposing a financial penalty of up to BGN 2,000 on the CONTRACTOR | 5 |

The present Protocol of agreement is drafted in 2 (two) identical copies – a copy for the CONTRACTING AUTHORITY and the CONTRACTOR.

CONTRACTING AUTHORITY:............................... CONTRACTOR:............................

**Krassimir Nenov ............................**

**Executive Director**

**...............................**

**Quinto Di Ferdinando**

**Board Member**