**Enterprise's Medical Safety and Health Care Requirements (MS&HC)**

* 1. Subject to the Integrated Management System Policy, the Owner shall pay special attention to the medical safety and health care issues (hereinafter referred to as MS&HC) and require the Contractor to ensure high standards in the field of MS&HC.
	2. When performing the contract, the Contractor shall be obliged to ensure the compliance with all the legislative requirements in the field of health care, as well as the requirements of the Owner's local regulations in the field of MS&HC, applicable to the contract performance.
	3. The Contractor shall be obliged to comply with the legislative requirements of the Russian Federation on the Owner's territory, the Owner's MS&HC requirements, as well as to implement all the necessary MS&HC measures for all types of work and for all the Contractor's employees and third parties engaged by the Contractor, including those posted on SIBUR's website at: <https://www.sibur.ru/sustainability/health/mboz/>. In the event of amendments to the local regulations, the Parties shall be governed by the new version of the local regulations as of the date of their posting on SIBUR's website, unless another date is specified in the new version. The Enterprise hereby warrants the systematical posting of all restated versions of the local regulations on SIBUR's website. The Contractor shall independently monitor amendments to the local regulations on SIBUR's website and ensure that its employees and third parties engaged by the Contractor for the contract performance have reviewed and understood the new versions of the local regulations.
	4. The Owner's territory shall include interior premises located in the Owner's buildings and structures, the Owner's buildings and structures themselves, as well as fenced roads, any sites, whether used in the Owner's activities or not, land plots where the Contractor or the third parties engaged by the Contractor are present during the fulfillment of obligations under the contract with the Owner, parking lots, entrances, passes to the Owner's facilities, the Owner's check points, as well as the territory of any Owner from PJSC "SIBUR Holding", where the Contractor or the third parties engaged by the Contractor are present during the fulfillment of obligations under the contract with the Owner.
	5. Non-compliance by the Contactor and/or third parties engaged by the Contractor of the MS&HC Requirements shall be a material violation of the terms of this Contract and shall entitle the Owner to demand payment of the fine from the Contractor in accordance with the list of penalties for violations of the MS&HC Requirements contained in Clause 10 hereof, to suspend the Contract performance until such violations are remedied, as well as to refuse to perform this Contract unilaterally out of court without any reimbursement of damages or losses, and without any compensation to the Contractor related to such refusal. The moment of termination of the Contract in case of a unilateral refusal of the Owner to perform it shall be the moment the Contractor receives the relevant notice (claim) from the Owner.
	6. The Contractor confirms that at the time of the conclusion of this contract, they are familiar with all the Owner's local regulations in the field of MS&HC. The Contractor shall be obliged, prior to the commencement of the contract performance, to familiarize all its employees (individuals engaged by the Contractor under employment contracts) and third parties engaged in the contract performance with the specified local regulations of the Owner and the contract requirements, and to ensure that they comply with such local regulations.
	7. Non-compliance by the Contractor's employees and/or employees of third parties engaged by the Contractor to comply with the legislative requirements of the Russian Federation or the Owner's MS&HC Requirements, if such violations resulted in harm to the health of any person located at the Owner's territory, shall entitle the Owner to remove such employee and/or their direct supervisor (other person) who has exercised (should have exercised) control in the field of MS&HC over the employee's activities from the Owner's territory, and further deny access to the Owner's territory. Therewith, the Owner shall not reimburse the losses incurred by the Contractor.
	8. If the Contractor engages third parties to perform the contract, the Contractor shall ensure that third parties perform the contract in compliance with the Owner's MS&HC Requirements.
	9. The Contractor shall be responsible for compliance with the MS&HC Requirements by all persons admitted to the Owner's territory at the initiative of the Contractor, regardless of whether the Owner has contractual relations with these persons and with the Contractor (if the Contractor and/or third parties engaged by the Contractor are actually admitted to the Owner's territory prior the conclusion of the Contract).
	10. If the Contractor engages third parties, subject to Owner's written consent, the Contractor shall be obliged to include in the contracts concluded with them the terms and conditions related to MS&HC, and to monitor their execution. For violation of the MS&HC Requirements, the Contractor's employees and/or employees of third parties engaged by the Contractor having committed the violation, as well as their direct supervisors (other persons) who have exercised (should have exercised) control over the employee's activities, may be removed from the Owner's territory and not be allowed into the Owner's territory in the future. The Owner shall be entitled to withdraw the pass card from these persons in order to prevent their access to the Owner's territory.
	11. Systematic (regularly recurring) violations of the Owner's MS&HC Requirements by the Contractor or by the third parties engaged by the Contractor, shall be a material violation of the Contract with the Owner, and the Owner shall be entitled to terminate this Contract unilaterally without any obligations for the Owner related to compensation for losses incurred by the Contractor or a third party engaged by the Contractor as a result of such termination.
1. Responsibility for the compliance with the MS&HC Requirements.
	1. The Contractor shall be fully responsible for non-compliance (by representatives) of the third parties engaged by the Contractor, the legislative requirements in the field of MS&HC and the Enterprise's applicable local regulations in the field of MS&HC.
	2. When establishing an MS&HC Service (business unit consisting of two or more specialists), the Contractor shall appoint by the order (decree) a person responsible for representing the interests of the Contractor and the third parties engaged by the Contractor on MS&HC issues before the Enterprise.
	3. Information about the MS&HC specialists appointed by the Contractor to monitor the compliance by employees with the MS&HC requirements shall be sent to the Enterprise prior to the commencement of work/provision of services.
	4. The Contractor shall be responsible for maintaining and improving the level of knowledge of its employees and employees of the third parties engaged by Contractor in the field of MS&HC, including the organization of meetings on MS&HC issues, and the participation in meetings, briefings and training conducted by the Enterprise.
	5. The Enterprise shall be entitled to conduct inspections and audits of the Contractor's medical infrastructure (third parties engaged by the Contractor), their industrial and household premises, as well as the Contractor's employees and documentation (third parties engaged by the Contractor) for compliance with the MS&HC requirements, including knowledge assessment of the Contractor's employees and/or third parties engaged by the Contractor by the Enterprise's Commission.
	6. In the event of circumstances and situations that directly or indirectly impede the implementation of organizational, technical and other MS&HC measures, the Enterprise may decide to change the procedures for implementing such measures in relation to the Contractor and the third parties engaged by the Contractor.
2. Requirements for the organization of a first-aid station:
	1. Prior to the commencement of work, the Contractor shall be obliged to ensure at its own expense the availability of a first-aid station at the construction site serviced by qualified medical personnel and having the required number of premises and equipped with medical equipment, furniture (including medical), medicines, consumables.
	2. When organizing the work of first-aid stations, it is necessary to be guided by the following regulations in the current version, or regulations replacing them:
		1. Federal Law No. 323 - FZ of November 21, 2011 On the Basics of Public Health Protection in the Russian Federation
		2. Order of the Ministry of Health of the Russian Federation No. 541н of July 23, 2010 On the Approval of the Unified Qualification Directory of the Positions of Managers, Specialists and Employees, section Healthcare Worker Qualification Characteristics;
		3. Order of the Ministry of Health of the Russian Federation No. 911н of November 13, 2012 On the Approval of the Procedure for Providing Medical Care for Acute and Chronic Occupational Diseases;
		4. Joint Order of the Ministry of Labor and Social Protection of the Russian Federation, the Ministry of Health of the Russian Federation dated December 31, 2020 No. 988n/1420n "On approval of the list of harmful and (or) hazardous production factors and works, during which mandatory preliminary medical examinations are carried out upon admission to work and periodic medical examinations".
		5. Sanitary Regulations СП 2.1.3678-20 Sanitary and Epidemiological Requirements for the Use of Premises, Buildings, Structures, Equipment and Transport, as well as the Conditions of Activities of Economic Entities Engaged in the Sale of Goods, Performance of Work or Provision of Services.
	3. The Contractor shall organize a first-aid station if the number of the Contractor's employees (including subcontractors) is at least 1,200 at the Enterprise's facility, to which the standards of doctors of workshop medical stations are applied and which are located at a distance of more than 4 km from other polyclinics, outpatient clinics and medical health centers; and if the number of employees, including subcontractors, is not less than 500 employees - medical assistant stations. Standards for the number of employees of the first-aid station:

- from 500 to 1,500 employees - 7 employees

- from 1,500 to 2,000 employees - 9 employees

- more than 2,000 employees - 11 employees

* 1. Key first-aid station functions:

- Health protection of the Contractor's employees, including employees of subcontractors;

- Provision of primary health care until the emergency first response team arrives and emergency medical care to the injured and sick persons;

- Organization of referral for medical reasons of the employees who have sought medical help, for consultation with specialist doctors;

- Organization of follow-up care for chronic patients;

- Organization of vaccination of employees according to the National Immunisation Schedule;

- Carrying out pre-trip and post-trip medical examinations of vehicle drivers;

- Organization and implementation of sanitary and hygienic and anti-epidemic measures;

- Issuance of certificates on the fact of seeking medical help;

- Interaction with medical institutions and insurance companies on the provision of medical care to employees;

- Maintaining accounting and reporting documentation according to the established forms, including sending notifications on a preliminary diagnosis of an occupational disease;

- Execution of documents (extracts from patient reception registers, assessment certificates) on request;

- Provision of regular reports on the work performed and the results obtained;

* 1. The first-aid station shall be equipped in accordance with the Standard for Equipping First-aid Stations (Order of the Ministry of Health of the Russian Federation No. 991н of November 13, 2012, Annex 3).
	2. The first-aid station shall have a valid license for conducting medical activities. The Contractor shall arrange licensing of medical activities within one month from the moment of employee mobilization.
	3. Medical employees of the first-aid station shall be admitted to medical activities in accordance with the procedure established by the law of the Russian Federation, and have a valid certificate.
1. **Requirements for the medical care organization:**
	1. Medical care for the Contractor's employees shall be provided at the first-aid station by the Contractor's medical employees or under a contract with a medical organization licensed for performing medical activities.
	2. The Contractor shall provide medical and preventive services to its employees and employees of third parties engaged by the Contractor in accordance with the legislative requirements of the Russian Federation by concluding contracts for medical care with medical organizations and/or an insurance companies, including for the provision of emergency and acute medical care.
	3. The Contractor shall be obliged to provide, if necessary, medical evacuation of the employee, including repatriation.
	4. The Contractor shall ensure that the Contractor's employees and third parties engaged by the Contractor are vaccinated according to the National Immunisation Schedule of the Russian Federation and with the requirements for the region of stay.
	5. The Contractor shall ensure the implementation of preventive measures aimed at preventing the spread of epidemiological diseases.
	6. Prior to the commencement of work, the Contractor shall conclude the following contracts and provide copies of the contracts at the request of the Enterprise:

- A contract for the provision of emergency medical and emergency care;

- A contract for deratization, disinsection, disinfection;

- A contract for the disposal of household and medical waste;

- A contract for conducting preliminary and periodic medical examinations, pre-shift and post-shift medical examinations (if this is not provided for by a valid license for a first-aid station);

- A contract with a medical organization, regardless of the form of ownership, for the provision of medical care in outpatient conditions, day hospital settings, in a round-the-clock hospital.

* 1. The Contractor employing foreign citizens shall provide the Enterprise, upon its request, with the following:

- migration certificate of an employee;

- patent of a foreign citizen;

- a copy of the contract with a healthcare institution for the provision of medical care in a round-the-clock hospital;

- a copy of the contract for medical assistance with the possibility of medical evacuation to the country of residence.

1. Requirements in the field of organizing medical examinations, mandatory psychiatric examination of employees.
	1. The Contractor shall be obliged to organize medical examination of employees in qualified (approved by the Enterprise) medical institutions prior to the commencement of work (taking into account their work and profession) in accordance with the Joint Order of the Ministry of Labor and Social Protection of the Russian Federation, the Ministry of Health of the Russian Federation dated December 31, 2020 No. 988n/1420n "On approval of the list of harmful and (or) hazardous production factors and works, during which mandatory preliminary medical examinations are carried out upon admission to work and periodic medical examinations"; other regulations of the Russian Federation and the Enterprise's local regulations for conducting medical examinations.
	2. The Contractor shall organize mandatory psychiatric examination of the employees engaged in certain types of activities, in particular those related to sources of increased hazard (exposure to harmful substances and unfavorable occupational factors), as well as working in high-risk conditions in accordance with the Resolution of the Government of the Russian Federation No. 695 of September 23, 2002 On Mandatory Psychiatric Examination of Employees Engaged in Certain Types of Activities, Including Activities Related to Sources of Increased Hazard (Exposure to Harmful Substances and Unfavorable Occupational Factors), as well as Working in High-Risk Conditions; other regulations of the Russian Federation and the Enterprise's local regulations on psychiatric examination.
	3. The Contractor shall not admit to work its employees and the employees of third parties engaged by the Contractor if they have medical contraindications to the performance of work or do not have a medical certificate for admission to a particular type of work.
	4. The Contractor and the third parties engaged by the Contractor shall ensure availability of duly issued medical records prior to the commencement of work/provision of services on the Enterprise's territory for employees of certain professions, whose activities are related to the production, storage, transportation, and sale of food and drinking water, public and domestic services, as well as in other cases provided for by the current legislation of the Russian Federation.
	5. At the Enterprise's request, the Contractor, prior to the commencement of work, as well as in the process, shall provide documents confirming the medical examination of the Contractor's employees and the third parties engaged by the Contractor, for whom the medical examination in accordance with the current legislation of the Russian Federation is mandatory, namely:
		1. A copy of the current Contract with the medical institution for medical examinations (with a copy of the medical institution's license for conducting medical examinations attached);
		2. A referral for a preliminary (periodic) medical examination;
		3. The lists of persons subject to medical examinations;
		4. Medical reports based on the results of the preliminary (periodic) medical examination;
		5. Final certificates based on the results of the preliminary (periodic) medical examination;
		6. Resolutions of the medical psychiatric commission;
		7. Medical records.
	6. The Enterprise shall reserve the right to verify the original documents specified in Clauses 5.5.1 - 5.5.7 to confirm their accuracy. The documents shall be stored by the Contractor at the work site and be provided at the Enterprise's request within one business day.
	7. At the Enterprise's request, the Contractor shall suspend, and, if necessary, remove from the Enterprise's territory any employee of the Contractor or a third party engaged by the Contractor, who has medical contraindications to the performance of work or does not have a medical certificate for admission to a particular type of work.
2. Requirements for MS&HC documentation.
	1. Prior to the commencement of work, the Contractor shall be obliged to provide the Enterprise with the following documents (depending on the applicable Requirements):
		1. A copy of the medical license of the first-aid station;
		2. A copy of the contract for the provision of medical and emergency care;
		3. A copy of the contract with a medical organization for conducting preliminary, periodic, pre-trip, post-trip, pre-shift, post-shift medical examinations;
		4. A copy of the contract for deratization, disinsection, disinfection;
		5. A copy of the contract for the disposal of household and medical waste;
		6. A copy of the contract for medical assistance (when employing foreign citizens);
		7. A copy of the contract with a medical organization, regardless of the form of ownership, for the provision of medical care in outpatient conditions, day hospital settings, in a round-the-clock hospital.
		8. A copy of the order (decree) on the appointment of person(s) responsible for medical safety and health care;
		9. Documents of first-aid station employees confirming the availability of permits for conducting medical activities in the Russian Federation in accordance with the procedure established by law (certificate);
3. MS&HC reporting requirements.
	1. The Contractor shall provide the Enterprise with information on the results of inspections of compliance by the Contractor and the third parties engaged by the Contractor with the legislative requirements in the field of MS&HC carried out by the state inspection bodies, inform the Enterprise about violations, suspension of activities or cancellation of a license, termination of other permissive documentation required to carry out activities.
	2. The Contractor shall provide the Enterprise, within the agreed terms, with a report on the results of work in the field of MS&HC for the organization and for each third party engaged. The report shall be submitted within the time limits agreed with the Enterprise.

Unless otherwise agreed by the Parties, the report shall include the following:

- a certificate of the status of testing for the COVID-19 antigen, for antibodies to COVID-19, statistics on the incidence and detected positive results of tests on COVID-19;

- a certificate of medical evacuations; injuries; infectious diseases.

* 1. For operational interaction and control, the Enterprise may require to provide daily, weekly, monthly, quarterly reports on MS&HC issues on the results of the Contractor's work and the third parties engaged by the Contractor in the form requested by the Enterprise.
	2. The Contractor shall also provide the Owner with semi-annual and annual reports on the implementation of Medical Risk Management Plans at the construction stage, including:
		+ The information on preventive measures for the spread of infectious and socially significant diseases;
		+ The results of internal medical safety control (number of inspections);
		+ The number of identified inconsistencies, corrective actions taken and their results;
		+ The number of acute diseases and conditions requiring emergency and acute care, injuries;
		+ Other information on MS&HC issues.
	3. The Contractor shall be obliged to ensure information interaction with the Enterprise during the entire period of performance of work or provision of services.
1. Requirements for the prevention of dangerous infectious diseases:
	1. The Contractor shall be obliged to comply with the Enterprise's Requirements aimed at preventing the spread of dangerous infectious diseases, including coronavirus.
	2. In addition to the established Requirements of the Enterprise, in order to ensure the protection of the Enterprise's employees and its Contractors, the Contractor's employees and third parties engaged by the Contractor shall not:
		1. Arrive to the work site or stay in the Enterprise's territory if they have symptoms or signs of acute respiratory viral infection (high body temperature (above 37°C), cough – dry or wet; rhinitis – nasal blockage; nasal cold and sneezing);
		2. Refuse to undergo temperature measurement procedure at the entrance to the Enterprise's territory or fail to comply with the requirements, e.g., attempt to lower body temperature prior to the measurement, refuse to record the examination results in the register or refuse to comply with the requirements related to body temperature measurement;
		3. Refuse to ensure a 14-day self-isolation (quarantine) period after travelling abroad (the isolation period shall be calculated starting from the date of return from the trip) prior to entering the Enterprise's territory;
		4. Stay in the Enterprise's territory with symptoms of an acute respiratory viral infection (high body temperature (above 37 °C), cough – dry or wet; rhinitis – nasal blockage; nasal cold and sneezing);
		5. Refuse to undergo temperature measurement procedure in the Enterprise's territory;
		6. Violate safe distancing requirements:
		7. - not less than 1.5 m between an employee of the Enterprise and an employee of the Contractor when moving within the Enterprise's territory,
		8. - at least 1.5 m between employees in a designated smoking area;
		9. - at least 2 m between employees of Contractors and employees of the Enterprise during briefings held by the Enterprise's representatives and/or when performing works, e.g., when signing a work permit or during work acceptance;
		10. Deviate from an approved route of travel within the Enterprise's territory to a work site or checkpoints.
		11. Leave the approved area at a facility (including workplaces) without the Enterprise's approval;
		12. Enter administration and household premises of the Enterprise without permission;
		13. Neglect personal hygiene practices and epidemic control arrangements established by the Enterprise, as well as the requirements of the action plan provided for the isolation of employees with suspected dangerous infectious diseases (including coronavirus);
		14. Refuse to use serviceable protective equipment against airborne transmission of infections (respirators, medical face masks that cover mouth and nose; refuse to use gloves and glasses);
		15. Refuse to provide an employee with the necessary number of respirators, refuse to comply with the frequency of respirator change (in accordance with the recommendations of the manufacturer and Rospotrebnadzor).
		16. Violate any other applicable legislative/regional requirement or the requirement of a local regulation of the Enterprise aimed at preventing the spread of dangerous infectious diseases (including coronavirus).
2. **The procedure for fixing violations by the Contractor of the MS&HC Requirements.**
	1. In case of violations of the Enterprise's MS&HC Requirements, a Violation Report shall be drawn up according to the form established by the Enterprise. Violation reports shall be signed in duplicate by the Enterprise's representatives or the person who detected such violation, and the Contractor's representatives or, in case of refusal of the Contractor's representative to sign the report, unilaterally by the Enterprise's representative or the person who detected the violation, and shall be grounds for the Contractor to pay fines, the amount of which established by the contract and depend on the type of violation. Based on the Violation Report, the Enterprise shall notify the Contractor in writing of the need to transfer the amount of fine to the Enterprise's settlement account. Prior to settlements with the Contractor, the Contractor shall provide the Enterprise with a copy of the payment order on the transfer of fine amount with the bank's mark. Without a copy of the payment order, the total amount payable to the Contractor shall be reduced by the fine amount.
3. **The list of penalties against the Contractor for violations of the Owner's MS&HC requirements is as follows:**

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Violation description | Link to the MS&HC Requirements Clauses | Fine amount, thousand rubles  |
|  |
| 1 | Violation of requirements for the organization of first-aid stations | 3 | 50 |
| 2 | Violation of the requirements for organizing treatment and prophylactic services for their employees and employees of the engaged third parties in accordance with the legislative requirements of the Russian Federation. | 4 | 50 |
| 5 | Violation of the requirements for mandatory preliminary medical examinations | 5 | 50 |
| 6 | Violation of the requirements for the prevention of dangerous infectious diseases | 8 | 50 |