

	The National Railway Company "CFR" SA	CFR Network Statement 2019	July 12, 2018 Version 7.4
Country: România		Annex 5 b	Page: 1

ANNEX 5b

Compania Națională de Căi Ferate „C.F.R.”-S.A.
 No.

RU
 No.

CONVENTION ON OCCUPATIONAL SAFETY AND HEALTH

This Convention shall be concluded in accordance with the provisions of the Law on Occupational Safety and Health no. 319/2006, and normative acts in force between:

Compania Națională de Căi Ferate „C.F.R.”-S.A. headquartered in Bucharest, 38 Dinicu Golescu Bvd, District 1, postal code 010873, registered under the number J40/9774/1998 and the unique registration number RO 11054529, legally represented by Mr., holding the position of Director General, acting as manager of the railway infrastructure according to GD No. 1. 581/1998, hereinafter referred to as **CFR**.

and

RU.....

Chapter I. OBJECT AND SCOPE OF THE CONVENTION

This Convention constitutes the document defining the obligations and responsibilities of the Parties, concerning the prevention, communication, research and registration of safety and health events at work, which may occur in the activities subject to the contract of access to public railway infrastructure concluded between CFR and RU.

Chapter II. OBLIGATIONS AND RESPONSIBILITIES

2.1. Common obligations arising from activities covered by the public railway infrastructure access contract concluded between CFR and RU.

2.1.1 Each signatory party shall be obliged for activities subject to the contract of access to public railway infrastructure, in joint works or owned by CFR, to ensure compliance with the minimum safety and health requirements for work, on their own work and workers, as follows:

- to cooperate with a view to implementing the provisions on occupational safety and health taking into account the nature of the activities carried out;
- to coordinate their actions with a view to protecting workers and preventing occupational risks, taking into account the nature of the activities;
- to inform each other of the existing occupational risks and the possibility of new one;

	The National Railway Company "CFR" SA	CFR Network Statement 2019	July 12, 2018 Version 7.4
Country: România		Annex 5 b	Page: 2

2.1.2. Each signatory Party undertakes to perform the activities covered by the access contract on the public railway infrastructure, only under security conditions corresponding to the specific conditions, without prejudice to the environment, property or workers and persons in the vicinity.

2.1.3. Each party is required to hold one copy of this Convention in the documentation.

2.1.4. The signatory Parties shall draw up working regulations/prescriptions in which OSH prevention measures are established for the work carried out jointly on the railway infrastructure.

2.2. The obligations of CFR

2.2.1. To make available under the technical conditions appropriate to the work, the facilities and utilities necessary for carrying out the activities covered by the access contract on the public railway infrastructure.

2.2.2. To exercise compliance control on the regulations regarding the occupational safety and health, accompanied as appropriate by the representative of the other party and to prohibit the conduct of the activity, if they are not respected, facts which may endanger life, health, environment, property.

2.2.3. To inform about the specific risks present at the workplaces where the work is carried out jointly,

2.3. The obligations of RU

2.3.1. To use the public railway infrastructure, the space and/or the rental land and facilities and the equipment made available, in accordance with legal provisions and contractual terms.

2.3.2. To establish the leaders of the jobs and the necessary technical measures to be carried out, by them before the start and during work, to prevent working events in the work carried out.

2.3.3. To train according to the regulations in force, own workers, on the minimum safety and health requirements at work which they must comply with, corresponding to the work to be carried out, on the basis of the legislation procured by his care;

2.3.4. All RU workers, who enter the territory of CFR, are required to know and comply with the laws of occupational safety and health in force

2.3.5 Not to intervene, alter or influence in any form the work processes, buildings, machinery, installations or the activity of the other party without its approval.

2.3.6. Not to block access or displacement, with materials, parts or machines;

2.3.7. Where, during the performance of the activities covered by the access contract on the public railway infrastructure, the special situations will arise from those laid down in the contract, RU, by mutual agreement with CFR, shall establish the concrete measures in order to prevent accidents at work.

2.3.8. RU shall only work with trained, authorized, medically apt, psychologically apt and legally employed personnel. RU shall submit that the identification sheet of the risk factors, the aptitude sheet and the individual training sheet for each worker in the working band are required to do so.

2.3.9. Throughout the execution of the activities covered by the access contract on the public railway infrastructure, RU shall ensure the cleaning and unblocking of access routes, jobs and working fronts, by removing materials resulting from their own work.

	The National Railway Company "CFR" SA	CFR Network Statement 2019	July 12, 2018 Version 7.4
Country: România		Annex 5 b	Page: 3

Chapter III. NECESSARY MEASURES TO START THE ACTIVITY

Without being exhaustive, the measures necessary for the commencement of activities subject to the contract of access to public railway infrastructure, at their place of business, the skills of the representatives of the two parties, shall examine whether the measures within the Convention shall be sufficient and shall determine whether other measures should be imposed, depending on the concrete conditions in the field, for the prevention of work events, as follows:

- On-site access and evacuation routes, places where access is denied;
- The operative means of communication, signalling, announcing, alarming and/or endorsement-the spaces and places of storage of the materials, parts or equipment necessary for the work;
- Other measures required.

These measures may be complemented by the parties depending on the situation and the new risks created, without prejudice to the state in which the activity is carried out.

Chapter IV. OPINION, COMMUNICATING WORK EVENTS

Any work event, produced on public railway infrastructure, shall be announced immediately, by any means (telephone, radio telephone, courier, etc.) by the head of the place of employment, or by any worker, to the head of the establishment to whom the injured person belongs and the head of the infrastructure unit, in whose range it occurred.

In the case of work events produced in the running line, the announcement shall be made at the nearest station or where the fastest communication can be carried out.

In the framework of the opinion, the date, place, time and circumstances of the production, number and names of the persons injured (personal data under the legislation in force), the consequences thereof, the name of the person who makes the endorsement, the place where the telephone number is located, etc.

The competent bodies shall also be approved in accordance with the legal provisions.

The communication of the unwanted event at the workplaces where the RU operates and in which its workers are involved will be made by RU. It will also briefly inform the CFR management about the event produced.

The communication of events produced at the workplaces where the RU operates, involving CFR workers, shall be carried out by CFR.

Chapter V. RESEARCH OF WORK EVENTS

The research of the work events produced at the workplaces where the RU carries out its activities involving both CFR and RU workers shall be made by a commission appointed by the employer who was obliged to manage and/or organise the activity which has resulted in the occurrence of the accident in which the other employer shall also nominate the other person by a written decision under the law.

Chapter VI. RECORDING OF WORK EVENTS

	The National Railway Company "CFR" SA	CFR Network Statement 2019	July 12, 2018 Version 7.4
Country: România		Annex 5 b	Page: 4

The recording of accidents at work is done as follows :

- If the victim is employed at CFR, and the accident occurred because CFR didn't take any measures on the line of health and safety at work, the accident shall be recorded by him;
- If the accident occurred because the RU didn't take any measures on the line of health and safety at work, the accident shall be recorded by him, irrespective of whether the victim is employed at CFR or RU;
- If the accident occurred because both CFR and the RU didn't take any measures on the line of health and safety at work, the accident shall be recorded by the employer responsible for the management and/or organisation of the activity which had as a result the accident, irrespective of whether the victim is employed at CFR or RU;
- If the victim is employed by RU, the accident shall be recorded by RU;

For some situations not foreseen by the regulations in force or in the event of any misunderstandings regarding the registration of the accident at work, both CFR and RU may address for clarification to the Territorial Labour Inspectorate or Labour Inspection, according to the legislation in force.

Chapter VII. FINAL PROVISIONS

The Convention shall be reupdated to change normative acts or whenever the signatory parties deem it necessary.

The provisions of this Convention shall be adapted by each Railway regional branch, together with the territorial representatives of the RU and shall be processed under signature, with all interested staff of the parties, with a view to their correct acknowledgement and application.

This Convention shall enter into force on the date of signature and shall be valid during the period of validity of the contract of access concluded between the parties.

CFR has the right, but not the obligation, to verify the compliance with the provisions of this Convention, may undertake inspections to verify the fulfilment of these conditions, whenever CFR considers that appropriate.

In the event that CFR decides that the RU has breached one of the obligations laid down in this Convention, CFR is entitled to discontinue the execution of activities subject to the contract of access to the public railway infrastructure by the time they are complied with the provisions of this Convention.

The Convention was concluded in Bucharest today. 2016, in duplicate, each with the original character and the same force of law, containing 4 pages, one copy for each signatory party.

on behalf of
Compania Națională de Căi Ferate „CFR” SA

on behalf of
RU.