

This Environmental, Health and Safety Agreement (“Agreement”) is made and entered into on the Select day day of, Select month Select year .

BETWEEN

CONTRACTOR NAME (Company No: Enter company registration number), a company incorporated in Enter country (e.g. Malaysia) with its registered business address at Enter address (hereinafter referred to as “Contractor”) of the one part;

AND

Select Company & Registration number, a company incorporated in Malaysia with its registered business address at Level 2, Luxor Tech Centre, No. 1A, Jalan Teknologi 3/4, Taman Sains Selangor 1, Kota Damansara, 47810 Petaling Jaya, Selangor (hereinafter referred to as “Johnson Controls”) of the other part;

Hereinafter both Contractor and Johnson Controls shall collectively be referred to as the “Parties” and individually be referred to as the “Party”.

WHEREAS

- A. This Agreement is made to ensure Environmental, Health & Safety (EHS) laws and regulations of Malaysia are met, with the aim of achieving Zero Harm to people and the environment.
- B. Johnson Controls and the Contractor agree to implement EHS practices and responsibilities included in this Agreement whilst performing their duties.

Johnson Controls Business Sponsor:	Contractor Representative Signature:
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NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Contractor shall strictly observe and implement laws, regulations, and rules of Malaysia in relation to Environmental, Health & Safety (EHS) and accept supervisions and inspections from regulatory bodies at all levels of local authorities as well as supervisions and inspections from Johnson Controls and shall voluntarily undertake all the consequences arising from violating any above laws and regulations.
2. Contractor shall possess the required capital, professional workers, appropriate equipment, and other conditions related to safe systems of work as required by laws of Malaysia and obtain relevant qualification certificates pursuant to the laws and undertake any jobs within the scope of its qualification; provide copies to Johnson Controls. Before implementing the job, authentic, lawful, and valid proof materials such as workers name list, work-related injury insurance, qualification of safety & health management personnel and certificates for special operations shall be provided if applicable.
3. Contractor shall establish a Safety & Health organisation in accordance with laws and regulations of Malaysia, as well as assign an EHS Coordinator to oversee safety management and coordinate EHS issues with Johnson Controls.
4. Contractor shall establish a sound and safe accountability system, education and training system, procedures, and operation instructions to address EHS issues. Contractor shall also conduct regular and ad-hoc safety inspections in the jobs undertaken as well as keep proper records.
5. Contractor shall set up a specific expense inventory for EHS, and ensure the fund is used for its specific purpose only.
6. Contractor shall observe laws, regulations, and rules of Malaysia in relation to labour safety and employment. Contractor shall ensure legal employment and avoid using child labour or arranging women workers to undertake prohibited tasks.
7. Before commencement of any jobs, Contractor shall obtain relevant education and training on EHS, ensure on-site personnel are equipped with necessary knowledge and are familiar with relevant regulations and procedures as well as possess safe work skills required by their jobs.
8. Contractor shall develop a specific work safety plan according to the features of the jobs undertaken. Contractor shall conduct EHS induction to all personnel before commencement of work, and implement safety practices properly and completely, and ensure no untrained workers allowed to work in the site.

Johnson Controls Business Sponsor:

Contractor Representative Signature:

9. Contractor shall ensure necessary safety tools and equipment are provided to their workers especially for high-risk work or in dangerous locations. No work shall be allowed before protective measures are in place. A safe construction plan shall be provided to Johnson Controls for future reference. High-risk jobs include, but are not limited to, working at height, confined spaces, working with machines or equipment with hazardous energy, dealing with inflammable, explosive, poisonous or harmful articles, operating pressurized vessels, hot work, lifting. Contractor shall ensure the provided safety tools, equipment, and Personal Protective Equipment (PPE) are regularly inspected to ensure it complies with safety regulations. The use of substandard safety tools, equipment, and PPE is prohibited. Contractor shall be responsible for any injury or equipment damage due to improper use of tools and equipment.
10. Contractor shall provide on-site personnel with approved PPE and provide the necessary education and training on how to wear, use and maintain them correctly. Person-in-charge shall inspect the usage of PPE to prevent any nonconformity and ensure it complies with safety regulations. The use of substandard PPE is prohibited.
11. When conducting hot work, Contractor must observe the management requirement as provided in the laws and regulations of Malaysia or by the premises owner, including applying for permit to work and providing appropriate firefighting equipment.
12. Contractor shall conduct observations and measurement of surrounding buildings and structures that might be affected by the construction and set up guardrails or warning signs around the construction site. Any work beyond the construction boundary is prohibited.
13. Contractor shall not use any on-site equipment, facility, and instrument of Johnson Controls and premises owner without authorisation of Johnson Controls. Upon the consent of Johnson Controls or premises owner in writing, Contractor shall be responsible for the safe use and protective measures of such equipment, facility, and instrument. Without authorisation of Johnson Controls or premises owner, Contractor shall not use on-site energy resources like water, electricity, and gas or connect any cable or wire. Contractor shall immediately disconnect corresponding switches in case of interruption of failure. Contractor shall not dismantle or modify any protective facilities and signs set up by Johnson Controls or premises owner, otherwise it shall be responsible for any accidents arising therefrom.

Johnson Controls Business Sponsor:	Contractor Representative Signature:
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14. Contractor shall dispose any waste generated in accordance with environmental laws and regulations of Malaysia. Hazardous substances, oils, chemicals, wastewater, and other pollutants shall be stored in a designated area instead of any area near sewer, pit, or collecting basin to prevent them from accidentally dumped or discharged into ground water or environment and causing pollution. It is prohibited to dump solid or liquid wastes such as chemicals, waste oil, and waste paintings into soil or sewer.

15. Contractor shall not subcontract the work to other companies without approval from Johnson Controls' Project/Service Manager. Contractor shall manage subcontractors with the same standard. Any third-party personnel entrusted by Contractor shall be deemed as personnel of Contractor, and Contractor shall be accountable for their safety and are responsible for their safety management.

16. Contractor shall immediately report any personal injury or death, dangerous occurrences such chemical leakage, fire and equipment accidents, or any other situation threatening personal safety to Johnson Controls and coordinate with corresponding investigations. Contractor shall first guarantee the safety of their workers before taking active emergency measures and notify Johnson Controls' Project/Service Manager and EHS Department of the situation as soon as possible. In the case of a major incident, Contractor shall notify local authorities in accordance with the laws and regulations of Malaysia and preserve the scene until clearance is provided.

17. Contractor shall accept supervision and guidance from Johnson Controls' EHS Department and eliminate any safety risks identified by Johnson Controls in a timely manner. During cooperation, Contractor shall not violate [Johnson Controls EHS Requirements Specific to Johnson Controls Contractors](#) in this Agreement, otherwise, Johnson Controls has the right to warn Contractor or charge Contractor a penalty (See Appendix I for Penalty Notification).

18. Contractor shall be responsible for the breach liability of any shutdown caused by the following reasons, and Johnson Controls has the right to terminate the contract under such situation:
 - (a) Personal injury or death accident;
 - (b) Serious damage of construction machinery or production equipment;
 - (c) Fire accident;
 - (d) Work against rules or work at risk despite of dissuasions; or
 - (e) Poor on-site conditions which do not meet the requirement of safe and civilized construction.

Johnson Controls Business Sponsor:	Contractor Representative Signature:
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19. Contractor shall be responsible for any personal injury, equipment damage, or financial loss suffered by Johnson Controls or third party due to Contractor’s fault and negligence, and compensate the damaged party or third party for such losses. Johnson Controls has the right to terminate the contract if the qualification materials provided by Contractor are found to be invalid and Contractor shall be responsible for all the losses arising therefrom.

20. If Contractor fails to assign an EHS Coordinator to oversee safety management or fails to carry out technical safety measures and construction planning in a proper and comprehensive way; or construction personnel fails to fully understand the features and construction safety measures of any jobs; or the construction machinery, tools and instrument, and protective supplies do not meet the requirements of any jobs, Johnson Controls has the right to request Contractor to shut down and make rectifications. Contractor shall be responsible for any consequences of losses arising therefrom. If Contractor fails to complete the rectifications within an agreed timeframe specified by Johnson Controls, Johnson Controls has the right to terminate the contract and Contractor shall be responsible for all the losses suffered by Johnson Controls or third party arising therefrom.

21. This Agreement shall become effective upon the date this Agreement is signed by both Parties and shall continue to be in force until Johnson Controls gives a written notice of cancellation/termination.

Name of Johnson Controls Business Sponsor:
 ENTER NAME OF JOHNSON CONTROLS
 BUSINESS SPONSOR

Name of Contractor Representative:
 ENTER NAME OF CONTRACTOR
 REPRESENTATIVE

Job Title of Johnson Controls Business Sponsor:
 ENTER JOB TITLE OF JOHNSON CONTROLS
 BUSINESS SPONSOR

Job Title of Contractor Representative:
 ENTER JOB TITLE OF CONTRACTOR
 REPRESENTATIVE

Signature of Johnson Controls Business Sponsor
 & Company Stamp:

Signature of Contractor Representative &
 Company Stamp:

Date: **Select a date**

Date: **Select a date**

Johnson Controls Business Sponsor:	Contractor Representative Signature:
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ENVIRONMENTAL, HEALTH & SAFETY REQUIREMENTS
SPECIFIC TO JOHNSON CONTROLS MALAYSIA CONTRACTORS

CONTRACTOR NAME: **ENTER CONTRACTOR NAME**

DOSH REGISTRATION NO.: **ENTER WORKPLACE DOSH REGISTRATION NUMBER**

NAME OF CONTRACTOR REPRESENTATIVE: **ENTER NAME OF CONTRACTOR REPRESENTATIVE**

JOB TITLE OF CONTRACTOR REPRESENTATIVE: **ENTER JOB TITLE OF CONTRACTOR REPRESENTATIVE**

NAME OF APPOINTED EHS COORDINATOR: **ENTER NAME OF APPOINTED EHS COORDINATOR**

SCOPE OF WORK TO BE CARRIED OUT FOR JOHNSON CONTROLS: **Enter scope of work**

INTRODUCTION

This Environmental, Health & Safety Requirements outlines the requirements and responsibilities of the **Contractor/Subcontractor** when performing equipment installation works, construction works, or services for Johnson Controls. The Contractor/Subcontractor may use their own in-house program to meet the minimum Environmental, Health & Safety requirements set out in this document.

The objective of the Environmental, Health & Safety Requirements is to create a standard EHS approach that enables all equipment installation works, all construction works and projects to be executed in the same manner in Johnson Controls, with diligence, minimal impact on the environment and without any accidents and incidents.

The Environmental, Health & Safety Requirements shall apply to all personnel on the project/worksite including the Client (if there are no specifications), Contractor/Subcontractors and persons under the direct or indirect control of the aforementioned.

Contractor Representative Signature & Company Stamp:	By acknowledging here, you shall be deemed to have understood and complied with the Requirements.
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DEFINITIONS

EHS	<u>E</u> nvironmental, <u>H</u> ealth and <u>S</u> afety
Health and Safety	Occupational conditions and factors that affect the well-being of employees, temporary employees, agency workers, contractor personnel, visitors, and any other person in the workplace.
Environment	Surroundings in which an organization operates, including air, water, land, natural resources, flora, fauna, humans, and their interrelation.
Hazard	Source or situation with a potential of harm in terms of human injury or ill health, damage to property or workplace environment, or a combination of these.
Risk	Combination of the likelihood and consequences of a specified hazardous event occurring.
Risk Assessment	Overall process of estimating the magnitude of risk and deciding whether the risk is tolerable; this process should consider normal and abnormal operating conditions, shutdown and start-up conditions, as well as reasonably foreseeable emergency situations.
Job Safety Analysis / Safe Method Statement / Safe Work Method	Method of control that is used after a risk assessment of an operation has been carried out. It is used to control the operation and to ensure that all concerned are aware of the hazards associated with the work and the safety precautions to be taken. It should contain the boundaries, materials and plant requirements, and temporary works designs. This is normally written in a step wise manner.
Environmental Impact	Any change to the environment, whether adverse or beneficial, wholly, or partially resulting from an organization’s activities, products, or services.
Client	Main Project Client
Contract	The agreement between the Client or Johnson Controls and the Contractor/Subcontractor.
Subcontract	Any agreement relating to any subsequent or lower tier within the contract hierarchy.
Contractor/Subcontractor	Any person, firm, company, contractor, vendor, supplier, or combination thereof (including any employee, servant, or agent thereof), that enters into a contract with the Client or Johnson Controls.
Subcontractor	Any person, firm, company, or combination thereof (including any employee, servant, or agent thereof), that enters into a subcontract with the Contractor or Johnson Controls.
Worksite / Site	Any site or premises owned, occupied, or controlled by the Client as referred to or defined within the contract.

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STANDARD REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR

1. GENERAL
<ul style="list-style-type: none"> ▪ Comply with applicable legislation, standards, codes of practice, etc. ▪ Comply with specific Client and Johnson Controls site procedures or rules. If differences exist between laws of Malaysia, Client, and Johnson Controls EHS standards, the higher or more stringent requirement shall apply. ▪ Johnson Controls reserves the right to stop any work creating a potential risk to the health and safety of people, to the environment, or that could cause damages to materials, services, equipment, or impact production. The Contractor/Subcontractor is responsible for remedial measures and associated costs. ▪ Cooperate with Johnson Controls and other contractors on coordination and interface issue.
2. SECURITY
<ul style="list-style-type: none"> ▪ Comply with Johnson Controls security rules and procedures. ▪ Be responsible for the security of its equipment, tools, and any other items owned or hired. ▪ Shall not take photographs without written approval of Johnson Controls and/or the Client (equipment, process, buildings, etc.).
3. EHS INDUCTION
<ul style="list-style-type: none"> ▪ All personnel shall attend an EHS Induction before starting work on site. The training should be documented as per Environmental, Health & Safety Requirements. ▪ The contents of the EHS Induction shall be specific to the type and area of work. It should provide information about the main risks associated with the work, the site rules, the emergency and working procedures, and any other relevant local requirements.
4. EHS TRAINING AND INSTRUCTION
<ul style="list-style-type: none"> ▪ People that are operating tools and equipment shall be trained and certified as required by laws of Malaysia and the Client and/or Johnson Controls. ▪ When the need arises, special training or instruction sessions may be delivered to workers when particularly severe or unusual hazards arise during the job. ▪ Personnel shall be trained or instructed in the use of emergency equipment and procedures.

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5. ENTRY TO SITE
<ul style="list-style-type: none"> ▪ Comply with site access badge requirements. ▪ Written approval or authorization are required to park vehicles inside Johnson Controls premises. ▪ Johnson Controls reserve the right to check the contents of vehicles both on entry to and exit from Johnson Controls job premises and if necessary to search vehicles and occupants.
6. AUTHORISATION FOR SITE ACCESS
<ul style="list-style-type: none"> ▪ The Contractor/Subcontractor can only enter site areas in connection with work or services execution but not to other parts of the premises without prior authorization from the Client and/or Johnson Controls. ▪ The Contractor/Subcontractor shall obtain the necessary approval from the Client and/or Johnson Controls for all Contractor/Subcontractor coming to the worksite. Visitors should always be accompanied by a person familiar with the site EHS rules.
7. CONTRACTOR/SUBCONTRACTOR CONTROL
<ul style="list-style-type: none"> ▪ The Contractor/Subcontractor is responsible for its Subcontractors and all personnel working on its behalf. ▪ All Subcontractors and personnel working for the Contractor/Subcontractor shall comply with the Environmental, Health & Safety Requirements and all other job requirements. ▪ The Contractor/Subcontractor shall provide sufficient competent personnel to supervise the work safely.
8. IMPLEMENTATION OF ENVIRONMENTAL, HEALTH & SAFETY REQUIREMENTS
<ul style="list-style-type: none"> ▪ Comply with and implement the Environmental, Health & Safety Requirements. ▪ Provide Risk Assessments and Safe Method Statements associated with the work or services before commencement on site. ▪ Request associated Permit to Work before starting work on site. ▪ The Safe Method Statements approval does not relieve the Contractor/Subcontractor from his duties to comply with the laws of Malaysia, regarding the health and safety of his employees and all other persons who may be affected by his acts or omissions while undertaking the works.
9. FIRST AID AND WELFARE FACILITIES
<ul style="list-style-type: none"> ▪ Provide appropriate first aid facility, equipment, and materials. The provision of personnel trained in first aid treatment should be as per legislations of Malaysia. ▪ Provide appropriate welfare facilities (canteen, toilets, locker room, etc.) as per legislations of Malaysia and the Environmental Health & Safety Requirements. ▪ In certain cases, some or all these facilities may be provided by the Client and/or Johnson Controls.

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10. EHS REPRESENTATIVE / MEETINGS

- Formally appoint an EHS Coordinator, as per the Environmental, Health & Safety Requirements to monitor and coordinate safety on site and to perform safety inspections. (The level of training and competence of this person should be agreed with Johnson Controls and is dependent on the size and complexity of the job and associated hazards).
- The EHS Coordinator of the Contractor shall send copies of the site inspection reports to Johnson Controls and participate in EHS Meetings with Johnson Controls.
- The EHS Coordinator of the Contractor shall provide monthly EHS Report to the corresponding Project/Service Manager according to the requirement of site EHS.

11. PERSONAL PROTECTIVE EQUIPMENT (PPE)

- Provide appropriate PPE to their personnel and visitors (e.g., head protection, eye protection, hearing protection, high visibility attire, foot protection, etc.).
- Johnson Controls reserves the right to remove Contractor/Subcontractor’s employees or visitors from the site if the appropriate PPE are not being used.
- PPE shall comply with the regulations of Malaysia (i.e., with SIRIM-DOSH certification marks) and within the period of validity; any damaged or defective PPE must be replaced immediately.
- Appropriate PPE shall be chosen based on the operation risk and used correctly in accordance with the regulations of Malaysia.

12. TEMPORARY WORKS

- All temporary works should be covered by a Safe Method Statement indicating how calculations, designs, pre and post loading checks, etc. have been established and verified.
- Temporary works shall be under the direct supervision of a competent person as defined by the regulations of Malaysia.
- Temporary works supporting systems or equipment should be in good condition and fit for purpose.

13. ENVIRONMENTAL IMPACT PROTECTION PLAN

- Prepare an Environmental Impact Protection Plan to address potential hazards and risks (i.e., noise, air emissions, fuel, oil, chemical storage, waste skips, traffic) to the surrounding environment.

14. SERVICES AND OPERATING PROCESSES

- Work likely to affect operating process, machinery, or service shall not start without appropriate Permit to Work. This is also applicable for coupling in or connection to compressed air line, steam line, water line, oxygen line, vacuum, fuel line, electrical circuit, or other similar service.

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15. PLANT, EQUIPMENT, TOOLS, AND SYSTEMS

- All plant, equipment, tools, and systems provided by the Contractor/Subcontractor shall be in good condition, in working order, and be fit for the purpose intended by design.
- All plant, equipment, tools, and systems provided by the Contractor/Subcontractor shall be inspected, tested, and certified as per standards of Malaysia. Certificates should be provided to Johnson Controls when requested.
- Johnson Controls reserves the right to refuse the use on site of any plant or equipment considered not good, not safe, or not in an environmentally acceptable condition.
- Tools such as grinders, cutters, wrenches, and screwdrivers must comply with standards of Malaysia and shall be used in accordance with corresponding requirements.

16. NOISE AT WORK

- The Contractor/Subcontractor shall identify workers that are exposed to excessive noise at the workplace, and when within their control, implement necessary preventive measures to reduce the noise level.
- Appropriate hearing protection shall be provided for any work carried out in the work area that generates excessive noise over 85 dB (A) or having a peak sound pressure exceeding 140dB. Precautions should also be taken for others at the work area.

17. HOUSEKEEPING

- The Contractor/Subcontractor shall always carry out work or services in a clean and orderly manner:
 - Materials and substances should be safely stacked and stored, not obstructing accesses.
 - Timbers (packing cases, shuttering, etc.) should be systematically de-nailed or the nails bent over.
 - Avoid accumulation of combustible materials and debris within or close to any building.
 - When practical, waste should be segregated for recycling.
 - Waste, rubbish, and debris should not be stored on site without formal approval from Johnson Controls, who should then designate the area and stipulate the storage conditions.
 - Food waste should be placed in covered containers that are emptied daily (food may only be prepared or consumed in an agreed designated area).
 - It is not permitted to burn waste on site.
- If the Contractor/Subcontractor is not maintaining good housekeeping standards, Johnson Controls reserves the right to organize collection and disposal of the rubbish by a third party at the Contractor/Subcontractor cost.

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18. ISOLATION OF ENERGY

- All hazardous energy shall be identified and isolated before starting work.
- Hazardous energy shall include (but not limited to) electrical, mechanical, thermal, pneumatic, chemical, moving parts, potential energy, springs, hydraulic, and cutting operations.
- A Lock Out / Tag Out / Test Out (LOTOTO) system must be employed before starting work.

19. SAFE MEANS OF ACCESS AND EGRESS / WORKING AT HEIGHT

- Provide and maintain safe means of access to all work areas.
- Elevated workplaces (6 feet / 1.8m or more) shall be provided with adequate barriers to prevent the fall of people, tools, or materials. If not possible, safety nets or other approved methods should be utilized.
- In the event the aforementioned is not practical, workers should wear fall protection devices, which must be attached to a solid fixing/anchorage point (i.e., steel member, anchor bolt, or running line).
- Where the workers need to move from point to point during work, a double lanyard system shall be used to ensure the workers are always latched on. At no point in time should the worker be disconnected from the lanyard system.
- Personnel working from Mobile Elevated Working Platforms (MEWP) or any similar equipment or devices, shall be attached with a fall protection device. (For static or mobile scaffold towers, organize an additional risk assessment).
- Openings through which people, tools, or materials could fall, shall be either secured with a barrier or provided with securely fixed and marked covers that are fit for purpose and clearly identifiable.
- Provide specified tool bags for working at height. Throwing objects from height is prohibited.

20. SCAFFOLDING

- Pay particular attention to the strength and stability of all types of scaffolding, as well as the provision of safety guard rails, toe boards, timber scaffold boards, etc.
- Only proprietary scaffold systems and ladders shall be used, unless agreed otherwise by Johnson Controls.
- Control that the scaffolding provided, or that has been substantially adapted or altered, shall not be used until it has been inspected by a competent person as defined by the regulations of Malaysia.
- Provide a scaffold status identification system (e.g., Scaffolding Tag System or similar) and control that it is correctly implemented.
- Scaffold systems must not be mixed and shall be fit for the intended purpose.
- Ladders or access ways shall be kept in good condition, placed at the correct angle, and firmly secured when in use.
- Scaffolds must be inspected by a competent person after bad weather and at least once per week (or as defined by regulations of Malaysia or Job specifications) and results recorded.

Contractor Representative Signature & Company Stamp:

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21. LIGHTING

- Unless agreed otherwise, the Contractor/Subcontractor shall provide sufficient safety lighting to and at the workplaces. In all cases, Contractor/Subcontractors are responsible for task lights at the workplace.
- Lighting levels shall comply with regulations of Malaysia for the type of the work being undertaken.
- Due to high operating temperatures and high potential risks of fire or injury associated with **halogen lights**, the positioning and method of use must be agreed with Johnson Controls.
- Lighting elements shall be guarded against contact by persons or materials.

22. LIFTING OPERATIONS

- Provide appropriate statutory inspection reports or/and certificates before carrying out any lifting operations with lifting equipment/hoisting machine (E.g., a crane).
- Provide evidence that the lifting equipment/hoisting machine operator possesses the appropriate licenses (E.g., valid crane operator license).
- Provide a Safe Method Statement detailing the lifting operation process, the EHS measures, how the lifting equipment/hoisting machine will be used and who is the Lifting Equipment Coordinator.
- The Lifting Equipment Coordinator will check out all EHS measures before allowing work to start.
- The ground or place where the lifting equipment/hoisting machine is standing shall be suitable to withstand the loads imposed (spreader plates shall **always** be used to support outrigger legs).
- No part of a lifting equipment/hoisting machine should encroach dangerously close to personnel, buildings, or services. Where necessary, protective and warning barriers shall be erected. There should always be at least 1 meter clearance to avoid damage or trapping.

23. CONFINED SPACES

- A Permit to Work is required for confined space works (including duration and emergency procedures).
- All personnel entering a confined space shall be trained for the type of work, be fully aware of the safe working procedures, the risks involved, and the proper use of the equipment.
- All personnel shall be certified to perform the work in accordance with regulations of Malaysia.
- Always check, maintain, and monitor that the atmosphere is safe to work by an Authorized Gas Tester (AGT) in accordance with regulations of Malaysia.
- Always provide adequate means of access and egress.
- A trained standby person shall always be in attendance while personnel are in the confined space.
- Shall develop a rescue plan and train personnel in the use of safety equipment and rescue methods.
- Safety equipment shall always be at the workplace or readily available as defined in the Permit to Work.

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24. HOT WORK & FIRE PRECAUTIONS

- A Permit to Work is required for Hot Work (any process that produces heat, sparks, or flames).
- Implement the necessary fire precautions as defined in the Permit to Work for welding, flame or arc cutting of metals, burning of paint, grinding or other processes involving heat or naked flames.
- Comply with Johnson Controls requirements for Fire Prevention and all their personnel shall be trained and made aware of fire alarms, means of escape, and emergency evacuation procedures.
- Before leaving the workplace, the Contractor/Subcontractor will ensure that naked lights and other ignition sources have been extinguished, fuel supplies isolated and electrical apparatus switched off.
- Where Hot Work has taken place, arrangements shall be made to re-check the workplace at least one (1) hour after work completion or in accordance with Client requirements.
- Provider will provide suitable and sufficient firefighting equipment, signs, emergency lighting, etc. to deal with the perceived fire risk at each stage of the job and in compliance with the emergency plan.

25. ELECTRICAL WORK / HAND TOOLS

- A Permit to Work is required for electrical works.
- Agree with Johnson Controls (through the Safe Method Statement) the EHS procedures and the necessary permits to work before working on live electrical apparatus.
- Only competent electricians may carry out works on electrical installations, machines, and tools.
- Electrical cables and connectors shall be of industrial quality as well as waterproof if exposed to outdoor or wet conditions.
- Electrical distribution systems and cables shall not create trip hazards, will be protected from mechanical damage, should not be immersed in water, and shall have adequate insulation to prevent the discharge of current to any person, metallic structure, equipment, or fitting.
- Ground Fault Circuit Interrupter (GFCI) / Earth Leakage Circuit Breaker (ELCB) is to be used at all Johnson Controls worksite where employees use portable electrical equipment.
- Portable electrical apparatus and electrical lighting shall be supplied by means of mains isolation transformers with the secondary winding centre tapped to earth. If for any reason this is not practicable, safe working procedures should be agreed with Johnson Controls.
- Whenever a further reduction in voltage is required due to special circumstances (confined space, flammable atmospheres, etc.), the Contractor/Subcontractor should agree on the requirements with Johnson Controls.
- All temporary electrical systems and portable electric hand tools shall be maintained in good working order, regularly tested and inspected by a competent person and results should be recorded.
- Lock Out / Tag Out / Test Out (LOTOTO) shall be applied to de-energize the system before starting work.

Contractor Representative Signature & Company Stamp:

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26. EXPLOSIVES AND SOURCES OF IONISING RADIATION

- The Contractor/Subcontractor shall not bring onto the site, explosives, explosive devices including cartridge operated tools, materials, or devices that can emit an ionizing radiation without the formal approval from Johnson Controls and where appropriate, approval from local authorities (including permit).
- Provide Johnson Controls with a Safe Method Statement covering storage and usage and with certificates of training provided to its employees.

27. HAZARDOUS SUBSTANCES

- Contractor/Subcontractor shall provide Manufacturers’ Safety Data Sheets (SDS) and risk assessments detailing the hazardous properties of products and precautions to be taken (including monitoring and health surveillance as necessary) during use and storage.

28. ASBESTOS

- The Contractor/Subcontractor shall not bring asbestos or materials containing asbestos to the work site.
- Whenever the Contractor/Subcontractor discovers asbestos or any material potentially containing asbestos, he will **stop work immediately** and notify Johnson Controls who shall instruct on further actions.

29. WASTE DISPOSAL

- The Contractor/Subcontractor shall specify in writing to Johnson Controls, the means of disposal and obtain any necessary statutory approvals or certificates in accordance with legislations of Malaysia.
- Inform Johnson Controls of any waste removal from the site as well as provide clear description and quantities being removed.

30. TESTING AND COMMISSIONING

- A Permit to Work is required for these types of work and should be managed by a qualified person.
- The Contractor/Subcontractor shall develop specific Testing, Start-up, and Commissioning procedures including methods, EHS precautions, and a plan of any activities.
- Where appropriate or as required by the Client, a Lock Out / Tag Out / Test Out (LOTOTO) system will be used. The system and personnel involved will be under the control of a competent person.
- Where practical, guards and interlock systems shall remain intact and operable; otherwise, people must be protected and informed (E.g., safety signs, barriers to prevent access to unauthorized persons).
- Before handover the equipment, plant, or premises to Johnson Controls, the Contractor/Subcontractor shall make certain or demonstrate that all items are in good, safe condition and cooperate to ensure smooth and safe transition of the job to Johnson Controls.
- Provide all the EHS related information to Johnson Controls before or as soon as practicable after handover (training, systems operating manuals, operational specifications, maintenance, cleaning, etc.).

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31. ALCOHOL AND DRUGS

- Alcohol and drugs are not allowed on Johnson Controls and Client premises.
- Persons under the influence of alcohol or drugs will be removed and not be permitted access to site.
- Johnson Controls reserves the right to carry out, or to the Contractor/Subcontractor carrying out (at their own cost) alcohol and/or drugs testing on the workers.
- It is advised that personnel required to take regular medication to control a specific health condition should be registered at the medical centre (where available) to react quickly in case of emergency situations (Note: All such cases will be dealt with in the strictest confidence).

32. REPORTING OF ACCIDENTS AND DANGEROUS OCCURENCES

- The Contractor/Subcontractor shall maintain a record of man-hours worked on the job as well as information on injuries, illnesses, and incidents during the job.
- Report immediately to Johnson Controls when there is occurrence of serious cases of near misses, first aid incidents, medical treatment incidents, lost-time incidents, and dangerous occurrences resulting directly from its work or services and that could have resulted in injury or damage to persons, property, or the environment.
- All medical treatment incidents (recordable) and lost-time incidents (one day off work or more, not including the day of the accident) shall be investigated by the Contractor/Subcontractor and reported to Johnson Controls.
- In case of a serious accident/incident or an environmental matter, the Contractor/Subcontractor will immediately verbally notify Johnson Controls and submit a notification within 24 hours. Johnson Controls requires the Contractor/Subcontractor to carry out or cooperate in an investigation.

33. CRISIS MANAGEMENT

- A Crisis Management Plan that consists of an Emergency Response Plan (ERP) and a Business Continuity Plan (BCP) shall be prepared by the Contractor/Subcontractor for their own work area where the Main Contractor does not have a site wide plan.
- The ERP shall cover foreseeable emergencies in the scope of work.
- The BCP shall be prepared to ensure job continuity after the ERP.
- A dedicated Person-in-charge and an alternate shall be nominated by the Contractor/Subcontractor to Johnson Controls.

<p>Contractor Representative Signature & Company Stamp:</p>	<p>By acknowledging here, you shall be deemed to have understood and complied with the Requirements.</p>
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34. DISCIPLINARY PROCEDURES

- All personnel working on any Johnson Controls job/project shall comply with the Environmental, Health & Safety, Security rules and procedures as well as to the laws and regulations of Malaysia that are relevant to the work. Individuals failing or ignoring such rules shall be subjected to the following disciplinary procedures:
 - First Event: Verbal Warning (incident and person’s details will be recorded)
 - Second Event: Written Warning
 - Third Event: Penalty
 - Fourth Event: Removal from the worksite
- One serious infringement or incident related to Immediate Danger to Life and Health (IDLH) shall result in the immediate removal of the person(s) involved. IDLH cases related to:
 - (a) Lock Out / Tag Out / Test Out
 - (b) Electrical Safety
 - (c) Fall Protection
 - (d) Confined Space
 - (e) Rigging
 - (f) Tampering with EHS equipment
 - (g) Discharging, releasing, or discharging wastes and pollutants into the environment

35. STATUTORY IMPROVEMENT, PROHIBITION AND OTHER NOTICES

- If any local authorities issue an improvement notice, prohibition notice, or any other statutory notice impacting the legal requirements of the job, the Contractor/Subcontractor shall inform Johnson Controls immediately and comply with the new requirements.

<p>Contractor Representative Signature & Company Stamp:</p>	<p>By acknowledging here, you shall be deemed to have understood and complied with the Requirements.</p>
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PENALTY NOTIFICATION TO JOHNSON CONTROLS CONTRACTORS

All contractors carrying out work on behalf of Johnson Controls shall comply with the Environmental, Health & Safety Requirements Specific to Johnson Controls Malaysia Contractors (hereinafter referred to as the Requirements). Johnson Controls will conduct review or inspection on contractors from time to time.

Contractor or an individual who violates the Requirements will be penalised accordingly by Johnson Controls:

1. **Warning:** Johnson Controls will issue a written warning letter to the Contractor if their employee or subcontractor violates the Requirements.
2. **Penalty:** Johnson Controls will impose a penalty on the Contractor if their employee or subcontractor violates the Requirements repeatedly, refuses to make correction, commits serious violation act, causes major risks, or attempts to conceal accidents.
3. **Termination of Cooperation / Business Partnership:** Johnson Controls will terminate its cooperation with the Contractor who violates the Requirements repeatedly and causes serious threats to the safety of Johnson Controls and its employees or causes over RM 6,500 in financial losses to Johnson Controls due to the behavioural safety violations.

This list provides the minimum safety standard that must be observed in Johnson Controls worksites. It also classifies level of standards according to risk level. Contractor will be penalized according to the Environmental, Health & Safety Agreement Specific to Johnson Controls Malaysia Contractors if it violates any standard.

- First Level Standard (Zero Tolerance Behaviours)
- Second Level Standard (High Risks)
- Third Level Standard (Medium Risks)

The following penalty amount is a reference if the local site EHS Team provide an applicable penalty amount to the Contractor.

No.	Description of Violation Behaviours	Penalty (MYR / each violation)
1	First Level Standards (Requirements)	
1.1	Failure to provide registration certificate/work license of workers or failure to assign an EHS Coordinator.	1000
1.2	Failure to participate in on-site safety training (E.g., Safety Induction) and provide record before carrying out any work.	1000
1.3	Failure to apply for work permit for dangerous operations or using invalid or expired work permit.	1000
1.4	Failure to apply fall protection devices/systems for work at height.	1000

<p>Contractor Representative Signature & Company Stamp:</p>	<p>By acknowledging here, you shall be deemed to have understood and complied with the Requirements.</p>
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No.	Description of Violation Behaviours	Penalty (MYR / each violation)
1	First Level Standards (Requirements)	
1.5	Failure to apply LOTO procedure for electrical work.	1000
1.6	Failure to provide work safety plan for confined space work or failure to conduct work in accordance with the plan.	1000
1.7	Conceal accidents / failure to report accidents / making false reports.	1000
1.8	Violation of other First Level Standards (Requirements) specified in the Requirements.	1000
2	Second Level Standards (Requirements)	
2.1	Failure / refusal to eliminate dangerous hazards timely upon detection.	500
2.2	Use of non-conforming electrical equipment / tools.	500
2.3	On-site workers failed to wear / use Personal Protective Equipment (PPE) correctly.	500
2.4	Areas with high fire risks, such as warehouse / office area, are not equipped with firefighting equipment.	500
2.5	Use of chemicals or hazardous articles without authorization, or failure to provide Safety Data Sheet (SDS).	500
2.6	Use of non-conforming assess equipment / incorrect use of ladders.	500
2.7	Violation of other Second Level Standards (Requirements) specified in the Requirements.	500
3	Third Level Standards (Requirements)	
3.1	Blocked emergency exit / failure to provide emergency contact method.	250
3.2	Failure to provide approval certifications for electrical equipment regulated by the Energy Commission.	250
3.3	Misuse of tools / not using the right tools for the job.	250
3.4	Failure to provide and use certified rigging, such as harness & shackle.	250
3.5	Conducting hot work without firefighting equipment.	250
3.6	Violation of other Third Level Standards (Requirements) specified in the Requirements.	250

Note: The Violation Behaviours list is not exhaustive and any direct infringements to the Malaysian legal requirements shall be classified as First Level Standards (Requirements). Please refer to Environment, Health and Safety Requirements Specific to Johnson Controls Malaysia Contractors for the EHS Requirements corresponding to the violation behaviours stated in penalty rule.

<p>Contractor Representative Signature & Company Stamp:</p>	<p>By acknowledging here, you shall be deemed to have understood and complied with the Requirements.</p>
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EHS CHECKLIST FOR REGISTRATION OF NEW CONTRACTORS

Kindly check to ensure that you have included all the required information and **copies** of the relevant documents.

#	Items <u>Required</u> during Submission	Available (✓)	Remarks
1	General Information		
1.1	Completed Environmental, Health & Safety portion of the APAC Supplier Add Change Form	Select	
1.2	Completed Environmental, Health & Safety Agreement Specific to Johnson Controls Malaysia Contractors	Select	
2	Supporting Documents		
2.1	Safety & Health Committee Organisational Chart (Note: Only applicable if 40 or more employees)	Select	Input remarks
2.2	Evidence/Record of recent safety/high-risk work training provided by the Contractor to their employees	Select	Input remarks
2.3	Last 2 years' JKKP 8 Accident Register	Select	Input remarks
2.4	Risk Register / Risk Assessment for Scope of Work (Note: Only provide for work relevant to Johnson Controls)	Select	Input remarks

#	Items <u>Required</u> Based on Scope of Work	Available (✓)	Remarks
3	Certifications & Licenses		
3.1	CIDB Registered Contractor	Select	Enter Registration No.
3.2	Energy Commission Registered Electrical Contractor	Select	Select owner of license
3.3	Permit Mesin Angkat (PMA) for Hoisting Machine	Select	Select owner of license
3.4	Crane Operator License (OK)	Select	Select owner of license
3.5	Scaffold Erector (PP)	Select	Select owner of license
3.6	Safety & Health Officer (SHO, Green Book)	Select	Select owner of license
3.7	Site Safety Supervisor (SSS, Yellow Book)	Select	Select owner of license
3.8	Others: Please insert, if any	Select	Select owner of license

Note: Under Remarks column, indicate whether certification / license belongs to Contractor or 3rd Party Subcontractor.

<p>Contractor Representative Signature & Company Stamp:</p>	<p>By acknowledging here, you shall be deemed to have understood and complied with the Requirements.</p>
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