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SANBI PSPEC/1/W/2018*

SECTION 37(2) MEMORANDUM OF AGREEMENT

Between

SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

(Hereinafter referred to as SANBI)

And

.....

Company registration number:

(Hereinafter referred to as **“the Contractor”**)

In terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 and its regulations, henceforth referred to as the OHS Act, the provision of Section 37(1) of the same act apply to henceforth referred to as the contractor, in as far as, SANBI shall not be responsible or liable for the actions or inaction's whatsoever in contravention of the OHS Act taken by the employees of the contractor, in the fulfillment of the contract undertaken by the contractor.

As an **employer in your own right**, you, the contractor are obliged to comply with all the provisions of the OHS Act while on the premises of SANBI, you shall also be required to comply with the conditions and safety procedures of SANBI.

SANBI hereby reserves the right to cause all work undertaken by the contractor, that is in contravention of the OHS Act and that has come to the attention of SANBI to cease, until satisfied that such contravention has been rectified. Noncompliance to SANBI arrangements and procedures will adversely affect future contracts, while serious noncompliance may lead to immediate expulsion from the premises.

2. **REQUIREMENTS, ARRANGEMENTS AND PROCEDURES FOR CONTRACTORS**

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- 2.1 It is a condition of this contract that your employees, and any sub-contractors, be covered in terms of the Compensation for Occupational Injuries and diseases Act 130 of 1993 as amended. A copy of good standing with the Compensation Commissioner shall be attached to the signed copy of this legal document. Furthermore, the contractor or sub-contractor certifies that such cover will not expire during the execution of the task nor will the contractor become in arrears with any payment due to the Commissioner or any other documentation required by the Commissioner.
- 2.2 The contractor furthermore agrees to the following health and safety rules of SANBI:
- 2.2.1 The contractor shall have available a copy of the OHS Act on request.
 - 2.2.2 Any contractor with more than five employees at any time on the premises shall have available a first aid box for prompt first aid.
 - 2.2.3 Any contractor with five or more employees shall have at least one competent and valid first aider on the premises at their workplace. Should there be fifty or more employees on the premises a further first aider for every fifty employees or part thereof shall be available.
 - 2.2.4 Any contractor with less than five employees on the premises shall ensure that such employees are made conversant with the first aider at their workplace.
 - 2.2.5 The contractor shall keep up to date and available for inspection all applicable legally required registers.
 - 2.2.6 The contractor shall make himself and his employees conversant with SANBI emergency and evacuation procedures.
 - 2.2.7 The contractor shall not misuse anything, which is supplied in the interest of health and safety.
 - 2.2.8 The contractor shall adhere to all SANBI safe working procedures.
 - 2.2.9 The contractor shall be subject to the health and safety and security rules of SANBI.
 - 2.2.10 No intoxicating drugs or liquor will be consumed on or brought onto the premises and no person under the influence or who appears to be under the influence will be permitted to come onto or remain on the premises or at a workplace.

3. INDEMNIFICATION

- 3.1 The contractor hereby certifies that all contracting workmen recognize the inherent hazards that exist on the premises of SANBI and that the Contractor:

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- 3.1.1 Enters the property entirely at his/her own risk and therefore the Contractor waives any claim of whatsoever nature against SANBI, its employees, agents and/or mandataries in respect of any loss, damage and/or injury whether same is the result of any negligent act or omission on the part of SANBI, its employees, agents and/or mandataries or other independent contractors or by a third person or by way of defective equipment or materials supplied by the company, and further the Contractor;
- 3.1.2 Hereby indemnifies SANBI, its employees, agents and/or mandataries against any claims from the Contractor's employees and/or from any other person, arising and being caused in the manner set out above.

4. ACCEPTANCE

- 4.1 I,the Contractor, do hereby declare that my company.....acknowledge having read and understood the conditions contained in this legal document and furthermore, our employees agree to abide by these conditions.

CONTRACTOR

DATE

SANBI PROJECT MANAGER

DATE

WITNESS 1

DATE

WITNESS 2

DATE