



Vodafone Procurement Company S.à r.l.

Supplier Policy - A3

Health, Safety and Wellbeing

Scope

All Vodafone Procurement Company procurement agreements with suppliers.

Introduction

This VPC Supplier Policy sets out Supplier's obligations in relation to health, safety and wellbeing (HSW) and is split into four parts:

Part A: general requirements;

Part B: specific requirements for High Risk Activities and Product supply;

Part C: incident reporting;

Part D: consequences of non-compliance

Definitions and interpretation

The following words and expressions have the following meanings in this VPC Supplier Policy:

"Applicable Laws" shall have the meaning attributed to it in the relevant Vodafone Procurement Agreement;

"Absolute Rules" means rules requiring the observation of the following rules at all times:

- 1) always wearing seat belts when travelling in or operating vehicles;
- 2) always using suitable PPE, a safety harness and fall protection equipment when working at height.
- 3) never carrying out electrical work on electrical equipment, circuits and gear without appropriate qualifications and compliance to regulations;
- 4) never working under the influence of substances (alcohol or drugs) which are illegal or in excess of legal levels or where this impairs ability to perform tasks;
- 5) never using a hand held phone whilst driving and only making calls by pulling over or using hands free devices, when it is safe to do so;

“Flash Incident”

means any fatality, major incident or other high potential incident (where loss or injury could have occurred) which will or could result in adverse consequences for Vodafone within 24hours following such an incident including:

- 1) multiple fractures or fracture of the skull, spine or pelvis;
- 2) amputation of hand or foot, fingers or toes;
- 3) loss of sight or penetrating injury to an eye;
- 4) chemical/biological exposure requiring medical treatment;
- 5) any other life threatening injury;
- 6) major events impacting health/safety e.g. fire, explosion, structural collapse, collapse of lifting or construction plant;
- 7) fall from height of above 3 meters; and
- 8) a significant incident involving a public interface;

“High Risk Activities”

means any activities involving the following:

- 1) working in confined spaces;
- 2) overhead work/ lifting operations;
- 3) ground/ civil/ construction work;
- 4) product/ equipment safety;
- 5) radio frequency;
- 6) electrical work;
- 7) working at height;
- 8) driving (where it is an integral part of the job);
- 9) field installation activities relating to hardware or infrastructure;
- 10) network build, operate and transfer scenarios (or component activities);
- 11) manufacturing and distribution processes involving material health and safety risks;
- 12) such other scenarios as Vodafone may identify (acting reasonably and in agreement with Supplier);

“HSW”

means health, safety and wellbeing;

“PPE”

means personal protective equipment;

“Red Card”

means an incident type that is a major incident resulting in actual loss (i.e. fatality, disabling injury, property damage or business

interruption);

“Yellow Card” means an incident type that is a high potential incident which could result in a loss (i.e. injury, property damage or business interruption).

All references to “Supplier” or “Supplier personnel” shall mean Supplier’s own employees and also all its sub-contractors and other persons under its influence or control. Supplier shall procure compliance by such persons.

All references to “Vodafone” include the relevant contracting entity and all other Vodafone Group Companies that benefit from the goods and services being provided.

Part A – General Requirements

1. General

Supplier shall:

- 1.1. make proper provision for HSW for its employees, visitors, contractors and any sub-contractors working on its behalf;
- 1.2. comply with Applicable Laws relating to HSW;
- 1.3. comply with all additional and relevant standards and regulations relating to HSW;
- 1.4. obtain any necessary permits, licences or insurances needed;
- 1.5. operate an appropriate internal HSW management system;
- 1.6. obtain certification to OHSAS 18001 for relevant High Risk Activities from a recognised external certification body related to the specific country, market, region or project (or alternative equivalent certification approved for this purpose by Vodafone in writing);
- 1.7. provide appropriate evidence of the competence of Supplier and Supplier personnel when requested by Vodafone;
- 1.8. ensure that Supplier personnel have access to appropriate levels of expert HSW advice;
- 1.9. appoint a senior sponsor for HSW management, who shall have responsibility for HSW at all times;
- 1.10. ensure roles and responsibilities with respect to the delivery of health, safety and wellbeing are clearly defined throughout Supplier organisation;
- 1.11. ensure equipment is designed, manufactured, installed, constructed, tested and certified in accordance with Applicable Law and industry standards;
- 1.12. continually monitor and review HSW performance and compliance with this VPC Supplier Policy through programmes of inspections, testing and audits;
- 1.13. regularly submit HSW performance data to Vodafone, attend meetings and participate in audits as reasonably required by Vodafone;
- 1.14. ensure that appropriate systems and processes are in place (and adequately resourced) to identify and address HSW risks associated with the Vodafone Procurement Agreement;
- 1.15. have in place mechanisms to ensure that Supplier and Supplier personnel comply with this VPC Supplier Policy and any Vodafone local market HSW requirements communicated from time to time; and

- 1.16. have in place mechanisms to ensure the management of risks associated with specific hazards associated with its obligations under the relevant Vodafone Procurement Agreement.

2. **Sub-contractors**

Supplier shall have and maintain robust mechanisms to manage sub-contractors including:

- 2.1. systems and processes for assessing HSW capability of sub-contractors;
- 2.2. communication of Vodafone's HSW requirements and contractual arrangements to flow down Vodafone's requirements to sub-contractors (with appropriate contractual performance management mechanisms);
- 2.3. systems for regular monitoring and review of HSW performance; and
- 2.4. prohibitions on further sub-contracting of any High Risk Activities by Supplier's sub-contractor without the express permission of Vodafone, and upon Vodafone request Supplier shall report all parties undertaking High Risk Activity for Supplier.

3. **Training and Competence**

Supplier shall have and maintain a robust HSW training regime for Supplier personnel to ensure that Supplier and Supplier personnel are trained to deliver their assigned tasks in a safe manner including:

- 3.1. appropriate training for all tasks (in an appropriate language and delivered via appropriate means for the target audience);
- 3.2. mechanisms to ensure that High Risk Activities are only completed by trained, competent and qualified Supplier personnel; and
- 3.3. maintenance of appropriate training records available for inspection by Vodafone at any time.

4. **Performance Reporting and KPIs**

Where Supplier is undertaking any High Risk Activities, Supplier shall report on the following metrics on request from Vodafone, both generally in relation to their entire operations and specifically for Vodafone related activities:

- 4.1. number of HSW incidents rate (No of incidents per 100,000 hours worked);
- 4.2. number of serious incidents (No of incidents per 100,000 hours worked);
- 4.3. number of lost time incidents per 100,000 hours worked;
- 4.4. number of product failures and percentage of actions successfully completed;
- 4.5. number of site inspections / audits undertaken and percentage of actions successfully completed;
- 4.6. number of breaches of on-site HSW controls detected;
- 4.7. number of statutory interventions; and
- 4.8. such other metrics as Vodafone may reasonably require.

Part B is applicable in so far as Supplier is providing Products and/or services that are High Risk Activities

5. HSW Plan for High Risk Activities

- 5.1. Supplier shall have and maintain an HSW plan for all High Risk Activities before commencement of work (where carrying out such High Risk Activities), setting out measures to manage the accompanying risks. Supplier shall manage the risks in accordance with the HSW plan. Supplier shall provide a copy of the HSW plan to Vodafone as soon as it is ready.
- 5.2. The HSW plan must include:
 - 5.2.1. scope of work;
 - 5.2.2. key contacts for HSW including qualifications and responsibilities;
 - 5.2.3. risk assessments, method statements and safe systems of work specifically tailored to the circumstances;
 - 5.2.4. HSW training matrix for Supplier personnel;
 - 5.2.5. procedures for emergencies, monitoring, auditing, inspection, certification, incident reporting, investigation, selection and management of subcontractors, selection use and control of high risk products, plant/ equipment and substances;
 - 5.2.6. measures to prevent accidents causing personal injury or death; and
 - 5.2.7. relevant requirements of Applicable Laws and compliance plans.

6. Driving and Vehicle Safety

Supplier shall have and maintain appropriate measures to manage the risks associated with driving and shall ensure:

- 6.1. compliance with Applicable Laws and industry standards;
- 6.2. selection of appropriate vehicles for the intended use;
- 6.3. use of vehicles for intended purpose;
- 6.4. pre-use inspection of all vehicles;
- 6.5. maintenance of vehicles in line with manufacturer recommendations;
- 6.6. maintenance of appropriate servicing and maintenance records;
- 6.7. fitting of vehicles with appropriate levels of safety equipment, in particular seat belts for all seats;
- 6.8. carrying of passengers does not exceed manufacturer specifications for the vehicle, with no carriage of excess or unauthorised passengers;
- 6.9. prohibition of the carrying of passengers in the back of pick-up trucks;
- 6.10. safe carrying of loads and equipment, with loads being secure and not exceeding manufacturer specifications for the vehicle;

- 6.11. fitting of hands-free car kits to all vehicles (where safe and legal to do so) and prohibition of the use of hand held mobile phones whilst driving;
- 6.12. fitting of a speed monitoring device to all vehicles used for "occupational driving" (where a role requires driving as an integral part of the job);
- 6.13. towing only by vehicles that are fit for purpose and suitable for the size of trailer or equipment being towed, with all trailers, towed equipment and mechanisms for securing towed equipment meeting Applicable Laws and industry standards;
- 6.14. the putting in place of a schedule of work, geographical areas of responsibility and duration of time on the road where a job role involves a significant amount of driving, with this being reviewed regularly;
- 6.15. occupational driving is only done by persons with the necessary competencies to perform such role;
- 6.16. drivers are appropriately assessed, licensed, trained, and medically fit to operate vehicles;
- 6.17. appropriate levels of training are delivered to all drivers determined by the risk posed by their role, and such records are maintained for evidence purposes;
- 6.18. drivers are qualified to drive in the country and region they are driving in and hold the appropriate grade of licence(s), and to maintain such records for evidence purposes;
- 6.19. implementation of a strict programme to monitor and manage the performance and behaviour of drivers (including but not limited to the use of seats belts by all persons in the vehicle);
- 6.20. a standard set of driver requirements exist, communicating clear expectations and delivering proper defensive driving techniques through training;
- 6.21. control of use of drugs and alcohol in relation to driving;
- 6.22. driving at safe speeds taking into account the road conditions; and
- 6.23. use of industry-approved safety helmets by drivers and passengers of motorcycles, quads and similar types of vehicle.

7. Working At Height

- 7.1. Supplier shall assess, manage and where possible eliminate the risks associated with work at height, wherever possible, by designing out the need for such activities.
- 7.2. Supplier shall ensure that:
 - 7.2.1.all sites are designed and constructed with suitable fall prevention measures (e.g. towers are fitted with a Vodafone approved fall arrests system, guard rails, restraint points): ladder cages are not considered an appropriate fall prevention method and must not be installed on vertical ladders;
 - 7.2.2.it sets minimum standards for the competence and fitness for all persons who carry out work at height on Vodafone related work and that only those persons who have been trained in working at height are engaged in that activity;
 - 7.2.3.those engaged in working at height activities remain attached to the structure at all times;
 - 7.2.4.working at height activities are not conducted alone;

- 7.2.5.provisions are made to protect the public from falling objects and restrict unauthorised access;
- 7.2.6.it establishes arrangements for the issue, use and storage of PPE and access equipment;
- 7.2.7.PPE used for working at height is appropriate for fall arrest, and must without exception be a full body harness;
- 7.2.8.procedures are in place for emergencies occurring at height, e.g. tower rescues, incident reporting procedures; and
- 7.2.9.all equipment used for access, including ladders, steps, mobile elevated work platforms (MEWPs) are appropriate and inspected prior to use and are only used by appropriately trained people.

8. Electrical Work

- 8.1. Supplier shall have and maintain a risk management process and safe systems of work for electrical tasks.
- 8.2. Supplier shall ensure that:
 - 8.2.1.no live electrical work is undertaken, which has the potential to cause electrical injury;
 - 8.2.2.persons working on electrical equipment are trained, competent and qualified;
 - 8.2.3.electrical equipment is fit for intended purpose/environment;
 - 8.2.4.portable electrical equipment is inspected at regular intervals;
 - 8.2.5.electrical equipment in wet and/or highly conductive metal areas is low voltage, shielded or protected by a circuit breaker;
 - 8.2.6.electrical equipment with potential to cause electrical injury is isolated from all sources of power and locked off using a formal lock out/tag out system;
 - 8.2.7.excavation works use drawings, cable detection tools, and safe digging practices to minimise the risk from underground electrical services; and
 - 8.2.8.when working near overhead power lines, controls are implemented (e.g. to de-energise, for cable insulation) if the risk assessment indicates that contact or flash over may occur. This includes assessing vehicle and crane access, if appropriate.

9. Radio Frequency (RF) Safety

- 9.1.1.Supplier shall fully implement the following provisions, together with any relevant Vodafone local market policy or standard.
- 9.1.2.Supplier shall have and maintain documented procedures for site selection, design, installation, commissioning, operation, maintenance and decommissioning phases. These procedures should be in accordance with local (national) regulations as well as recognised industry standards.
- 9.2. Supplier documented procedures shall cover the following controls:
 - 9.2.1.design specifications and systems of work being in operation to manage the risks in accordance with local legal and recognised industry standards requirements for the general public and workers;
 - 9.2.2.an Electromagnetic Fields(EMF) risk assessment /design constraints which should be reviewed in the event of a material change to the Radio Base Station.

9.3. Supplier shall ensure:

- 9.3.1. work is carried out by trained, competent and qualified persons, with training of staff to include an understanding of potential health risks, and risk controls (e.g. isolation/power down procedures, use of monitoring devices), and dealing with potential over-exposures;
- 9.3.2. that anyone who has an implanted or body worn electronic medical device undergoes a special risk assessment before being permitted to enter into controlled areas where the RF field level is potentially higher than ICNIRP Guidelines;
- 9.3.3. in the event of any purported interference events (e.g. products located in or on hospital premises where life-critical electronic medical devices operate), Supplier shall ensure that necessary procedures are in place to allow shutdown and/or power limitation of Radio Base Stations and shall comply with relevant national guidelines and notify Vodafone of any such instances;
- 9.3.4. all relevant Supplier personnel take adequate measures to work safely in the presence of RF Fields, including utilisation of standard safe work procedures, and compliance with supervision, instruction & training;
- 9.3.5. there is clear signage and demarcation considering any Vodafone personnel, general public and Supplier personnel and effective access controls for access to restricted areas;
- 9.3.6. no over exposure for any work on or near antennas and implement specific safe working procedures addressing potential health risks and having risk controls, obtaining any necessary approvals needed;
- 9.3.7. site shut down or power down or other appropriate procedures shall be implemented to control work within relevant exclusion zones; site landlords shall be provided sufficient information to ensure that they can fulfill their obligations to preserve the safety of third parties;
- 9.3.8. appropriate guidance shall be available to the general public and workers in accordance with national regulatory or internationally recognised guidelines;
- 9.3.9. design specifications and systems of work are in operation to manage the risks in accordance with local legal requirements and other relevant standards, for any Vodafone personnel, general public and Supplier personnel;
- 9.3.10. maintenance of appropriate records to demonstrate compliance with the above and clear accountability for data.

9.4. Supplier shall ensure that there is a method of auditing and verifying that the required approvals, processes and documentation, set out in this VPC Supplier Policy, are up to date and that Radio Base Stations and Terminal Equipment are compliant with this VPC Supplier Policy with the following elements:

- 9.4.1. a system to report and investigate any suspected non-compliance incidents (e.g. alleged over-exposure to RF); consider the health of any individual(s) concerned; and ensure safety management systems are working;
- 9.4.2. compliance with RF exposure limits and risk management is incorporated for all equipment provided;
- 9.4.3. records are kept, subject to any applicable data protection legislation, of: (i) Vodafone or Supplier personnel who are potentially exposed to RF field levels above ICNIRP

Guidelines (e.g. anyone who maintain antennas); and (ii) any complaints to Supplier from individuals alleging they have suffered personal health effects caused by Radio Base Stations or Terminal Equipment.

10. Product / Equipment Safety

Supplier shall:

- 10.1. ensure potential HSW risks associated with terminals, plant, equipment and substances used or procured on behalf of Vodafone are assessed;
- 10.2. only purchase products sourced from those manufacturers/ suppliers of goods or services that demonstrate robust quality assurance processes and ensure the delivery/maintenance of safe products;
- 10.3. only purchase, make and release products that comply with safe standards of design using an established process for certifying compliance with relevant safety requirements;
- 10.4. have and maintain controls for the safe use, handling, transportation, maintenance and storage of products;
- 10.5. ensure all plant and equipment is suitable for its intended use, maintained in line with manufacturer recommendations, inspected / examined before use and only used by those trained, competent and qualified to operate it;
- 10.6. have incident investigation methods that are documented and include processes to deal with product defects or failures;
- 10.7. provide any necessary safety procedures;
- 10.8. ensure that product safety requirements are documented and include procedures for product recall;
- 10.9. document and retain all documentation pertaining to product safety (such records must be provided to Vodafone on request and retained for as long as is necessary);
- 10.10. have a process as appropriate for the design, production, verification and approval of user documentation to ensure that all necessary Health & Safety information, marks and warnings are current and included;
- 10.11. ensure that the correct product marks/certifications are obtained and displayed relevant to the application in which the product is destined. Such marks/certifications must be displayed as required on the product, packaging and any associated documentation. Where product certifications/declarations are the responsibility of other parties (e.g. manufacturers/ suppliers of goods or services) such certification/declarations shall be obtained by Supplier and form part of the development records;
- 10.12. monitor product performance in terms of product safety related failures or reported incidents until phase out of the product;
- 10.13. take action to investigate, report, correct, and prevent in the event of a product related safety incident occurring;
- 10.14. notify Vodafone in the event of a serious risk requiring a product recall or withdrawal from the field;
- 10.15. have a process for product safety related investigations, advisory notices and recall;
- 10.16. have suitable information and instructions relating to the installation, use, maintenance, storage and disposal of products are obtained and communicated to end users; and

10.17. provide communication of all necessary instructions to the end user for safe and correct operation in compliance with Applicable Laws and regulations. Such areas shall include (but not be limited to);

- 10.17.1. aviation or aircraft environment;
- 10.17.2. flammable liquids or substances;
- 10.17.3. operating with any medical conditions (e.g. Implanted medical devices); and
- 10.17.4. electro-explosive devices.

11. Ground / Civil Works

Supplier shall ensure that:

- 11.1. when conducting ground / civil works it has a mechanism for identifying buried services;
- 11.2. it assesses ground conditions prior to conducting any excavations, and takes steps to prevent incidents e.g. collapse, flooding, contamination; and
- 11.3. it places barriers and warning signs around open excavation to warn and protect those in the vicinity of the risk.

12. Over head work/Lifting operations

Supplier shall ensure that:

- 12.1. all lifting activities are planned and undertaken using suitable equipment and trained, competent and qualified persons (for high risk lifts suitable engineering certification must be obtained); and
- 12.2. Scaffolding (mobile and fixed) is structurally sound and erected in accordance with safe work practices and by suitably trained, competent and qualified persons (with high risk installation being inspected and certified by an appropriately qualified person prior to use).

13. Confined Spaces

Supplier shall ensure that:

- 13.1. it has and maintains a mechanism for identifying confined spaces and assessing and managing the associated risks;
- 13.2. only those persons that have received appropriate training work in confined spaces;
- 13.3. where necessary there is the capability and process for testing and monitoring of air quality;
- 13.4. appropriate breathing apparatus and ventilation equipment is used and records kept of such use; and
- 13.5. it has and maintains clear emergency and rescue procedures.

Part C – Incident reporting

14. Incident Reporting and Investigation

Supplier shall ensure that:

- 14.1. all necessary systems are in place to report, record and investigate all incidents including product failures;

- 14.2. where a serious incident occurs that has the potential to directly impact Vodafone, this must be reported in accordance with the 'Vodafone Flash Reporting' process as set out below;
- 14.3. it co-operates with and supports Vodafone in the investigation of all serious incidents; and
- 14.4. all details related to incidents and investigations are shared with Vodafone.

15. Flash report in the event of a Flash Incident

- 15.1. Supplier shall ensure that it provides a flash report to Vodafone with concise, timely information concerning any Flash Incident.
- 15.2. Supplier shall instigate a full investigation into the causes of any Flash Incident and how to avoid a repeat and provide the full report to Vodafone within 15 working days.
- 15.3. Supplier shall co-operate and grant Vodafone reasonable access and audit rights to any scene of a Flash Incident, together with other premises, personnel and documents as is necessary to complete a full investigation.
- 15.4. Supplier shall where reasonably practicable ensure that the scene of a Flash Incident remains undisturbed except for necessary remediation work. If the scene cannot remain substantially undisturbed, Supplier shall arrange for photographs and measurements, and the necessary drawings and plans, to facilitate the work of the investigation.
- 15.5. Supplier shall arrange for any witnesses to the Flash Incident to be identified and to be present to assist the investigation and completion of an investigation report.

16. Final Close Out Reports

- 16.1. Supplier shall issue a close out report which contains a summary of the following information:
 - 16.1.1. updated nature of injury and condition/prognosis;
 - 16.1.2. description of incident;
 - 16.1.3. action taken to prevent reoccurrence;
 - 16.1.4. conclusions and recommendations;
 - 16.1.5. direct feedback to understand the perspective of the persons involved; and
 - 16.1.6. any follow up actions, support for family members, contractors, counselling of individuals etc.
- 16.2. Supplier shall include the following support documentation and include with the close out report:
 - 16.2.1. contracts/works orders;
 - 16.2.2. safety plans/work method statements;
 - 16.2.3. induction and training records; and
 - 16.2.4. site supervisor/inspection/audit records

17. Final Close Out Meetings

- 17.1. Supplier shall organise a close out meeting and ensure that the incident has been appropriately managed and Supplier has clearly understood the root cause of the incident that occurred and any lessons learned have been communicated.
- 17.2. Supplier must address the following key issues:
 - 17.2.1. welfare of the injured person, or in the case of a fatality, the welfare of the individual's family and co-workers;
 - 17.2.2. how to prevent future incidents;
 - 17.2.3. root cause of the incident including human factors;
 - 17.2.4. Specific lessons learned from all incidents and their communication.

Part D – Consequences of non-compliance

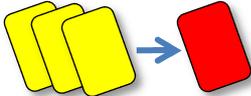
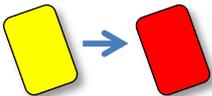
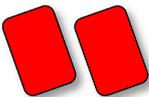
18. Supplier obligations

- 18.1. Supplier shall: (i) comply with this VPC Supplier Policy and the Absolute Rules; (ii) follow an appropriate HSW plan; (iii) have appropriate systems and processes in place to monitor any failures in such compliance; (iv) have an appropriate “consequences” process in place to ensure that Supplier personnel breaching VPC Supplier Policy or Absolute Rules face appropriate disciplinary action, to the extent permitted by Applicable Law and expressly on the basis that Supplier remains responsible for managing its own personnel; and (v) implement this process at the earliest opportunity.
- 18.2. Supplier shall: (i) immediately cease all related work in the event of any fatality; and (ii) only re-commence work upon Vodafone authorising it in writing to do so. In such circumstances Supplier shall not be entitled to any right to delay performance, increase the price payable or other form of contractual waiver, forbearance or relaxation.
- 18.3. Supplier shall (when requested by Vodafone) exclude any Supplier personnel who repeatedly fails to observe this VPC Supplier Policy or the Absolute Rules from being involved in the ongoing provision of products or services to Vodafone. Supplier shall make such exclusion automatically in the event that such personnel are found not wearing appropriate safety harness and fall protection equipment when working at height.

19. Vodafone rights

- 19.1. Vodafone shall: (i) have absolute discretion on whether to classify an incident as Red Card or Yellow Card; and (ii) notify Supplier of its decisions in this respect.
- 19.2. Vodafone shall be entitled to apply the measures set out in 19.4 where there is a failure to comply with the VPC Supplier Policy or the Absolute Rules. Supplier shall assist and provide access to information as is necessary to establish a classification. Incidents shall not be classified as Red Card or Yellow Card if Supplier can demonstrate compliance to this VPC Supplier Policy or Absolute Rules.
- 19.3. Any classification of individual incidents shall typically have validity of 24 months from the point of notification; however this validity is at Vodafone discretion.

19.4. Consequence Table

Incident Cards	Card Description	Measures
	Yellow Card	Vodafone will send a warning notification.
	3 x Yellow Cards	3 Yellow Cards are equivalent to a single Red Card.
	Related Yellow Card	Any Yellow Card that has a cause related to a previous Yellow Card will result in the card being equivalent and counted as a Red Card .
	1 st Red Card	Vodafone may exclude Supplier from participating in future bids or tender opportunities for a number of events or time period of 12 months.
	2 nd Red Card	Vodafone may exclude Supplier from participating in future bids or tender opportunities for a further number of events or time period.
	3 rd Red Card	Vodafone may terminate all or part of the agreement or any orders placed with Supplier (on the basis of breach of contract by Supplier).