

Matters to be agreed upon for the General management

The Japanese version of this document is the official document.

The English translation is a reference document.

Month Day 202□

To: _____ the Section general contractor

The General Safety and Health Officer

(Applicant) Section Name _____

Plot Number _____

Notifier

Address _____

Name _____

Seal _____

This document is submitted to the Section general contractor and General Safety Health Officer by the contractor contracted by the participant.

In carrying out construction work of _____ to build the pavilion for Expo 2025 Osaka, Kansai, Japan, _____ (hereinafter referred to as Party B) assures the Chief Safety and Health Officer (hereinafter referred to as Party A) that B faithfully observes the responsibilities stipulated in the Industrial Safety and Health Act and other laws and regulations related to safety and health, as well as the rule, standards, guidances, etc. related to safety and health established by the Chief Safety and Health Officer, and that B promises to comply in particular with the following matters.

1. Party B shall ensure that the employees engaged in the said work carry out after providing them with education on the change of work content (training for new employees) as stipulated in the Industrial Safety and Health Act.
2. Party B shall establish a safety and health management system by appointing necessary managers as stipulated in the Industrial Safety and Health Act, assigning qualified personnel such as licensees, operation chiefs, and those who have completed special education programmes, and ensuring that they take appropriate measures in accordance with the Act.
3. Party B shall participate in safety and health councils, safety and health conventions, etc., conducted by Party A.
4. Party B shall participate in the work conducted by and the health and safety meeting organised by Party A. In addition, Party B shall provide instructions to the employees engaged in the work concerned prior to the commencement of the work, and make them aware the safe work methods and procedures.
5. Party B must assign qualified personnel to works that require qualification such as obtaining a license.
6. Party B shall maintain the structural standards, stipulated by laws and regulations, of construction machinery, electrical mechanical and appliances, vehicles, etc. to be carried in and used and shall use them after confirming safety. In addition, Party B must carry out regular inspections and maintenance at its own responsibility before the start of work, and report periodically the results to party A.
7. Party B shall comply with the instructions given by Party A with respect to the following matters:
 - (1) Signals for operation of cranes, etc.
 - (2) Signs to be displayed at accident scene, etc.
 - (3) Collection points for containers of organic solvents, etc. (including empty containers)
 - (4) Alarms in case of fire, flood, landslide, etc., or irradiation of radioactive materials, etc.
 - (5) Timing and method of conducting evacuation and relevant drills
8. In executing the work, Party B shall take all possible measures to prevent damage to other business operators, their employees and third parties executing the work concerned or the work separately placed an order by originator of the order.
9. Party B shall observe the rule prescribed by Party A in order to prevent industrial accidents, and endeavour to cooperate with other business operators.
10. When Party B and the employees of its partner companies discover or foresee an accident or damage in the workplaces, they shall immediately take appropriate measures, regardless of task in charge, and notify Party A or its agent and receive instructions from them.
11. If an employee of Party B or a subcontractor of Party B is injured on the site or on the way to work, the injury shall be promptly reported to Party A, regardless of the extent of the injury.
12. Party B shall not disclose any information related to the construction work (personal information of the client, neighboring residents, construction workers, list of subcontractors, list of construction workers, photography and recording of construction conditions inside and outside the building, etc.), nor shall it post such information on Internet blogs or social media, or provide such information to any third party. In the event that any loss or damage is incurred by Party B involved in the construction (the client, the designer, Party A, etc.) as a result of a failure to comply with this clause, we shall indemnify them without making any objection to any claim for compensation for such loss or damage.

13. Party B will not object to A’s cancellation of this Matters to be agreed upon for the General management without any notice, if Party B falls under any of the following items. In such a case, Party A may refuse to allow Party B to enter □□ construction area, and may demand compensation for any loss or damage.

- (1) When it is recognaized that the officers, etc. (if A or B is an individual, such person; if A or B is a juridical person, its officers or representatives of its branch offices or offices with which it usually concludes construction contracts, hereinafter the same in this items) is a member of a Gangster Organization prescribed in Article 2, item 6 of the Act on Prevention, etc. of Unjustifiable Acts by the Members of the Gangster Organizations or a member of a Gangster Organization prescribed in the same item for whom five years have not passed since he/she ceased to be a member of the Gangster Organization (hereinafter in this item, " Gangster Organization Member, etc.").
- (2) When it is recognized that Ggangster Orgamzation (meaning members of Gangsters as defined in Article 2, Item 2 of the Act on Prevention of Unjustifiable Acts by Members of Gangster Organizations, etc.; hereinafter the same shall apply in this item) or members of Ggangster Organizations, etc., are substantially involved in the management of the company.
- (3) When it is recognized that a officer, etc. has a socially reprehensible relationship with a Gangster Orgamozation or a member of a Gangster Organization.

14. The use of the common facilities to be maintained by Party A shall be in accordance with a separate agreement to be discussed.

15. When Party B uses a partner company (when a second or further subcontracts are made, it includes such subcontractors. The same applies (hereinafter), Party B shall responsibly check with such subcontractors on their implementation of the matters set forth from Article 1 to 7. If any matter is found not to have been fulfilled, Party B shall demand the subcontractors concerned to implement rectification and necessary measures for the matter.

