

Form 23 Prime Contractor Agreement

THIS AGREEMENT is made effective the _____ day of _____, _____.

FOR: _____ (provide workplace description)

BETWEEN:

_____, a corporation governed by the *Canada Business Corporations Act* and extra-provincially registered in British Columbia, having an office located at

(the "Company")

AND:

_____, a British Columbia company, having a registered office at

(the "Prime Contractor")

WHEREAS:

- (A) The Company and the Prime Contractor entered into a _____ Contract (the "Contract") dated _____, 20_____ wherein the Prime Contractor agreed to perform certain Work on the Area of Operation as set out in the Contract;
- (B) The Area of Operation is a multiple-employer workplace under the *Workers Compensation Act* (the "Act"); and
- (C) The Prime Contractor has agreed with the Company to be designated as the prime contractor for the purposes of coordinating occupational health and safety matters under the Act and the written policies of the Company at the Workplaces designated herein on the terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the terms and conditions of this Agreement and for valuable consideration exchanged between the parties (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

Designation

The Company designates the Prime Contractor and the Prime Contractor accepts the designation from the Company as the prime contractor (as defined in the Act) for all those multi-employer workplaces at which the Prime Contractor has accepted such responsibility on the Company's Defined Area Safety Orientation Safety Release form(s) in use by the Company from time to time, and each such workplace shall be deemed a "Workplace" under this Prime Contractor Agreement.

1. Responsibilities of the Prime Contractor

The Prime Contractor will fully comply with all of the duties and responsibilities that are required of a prime contractor as established under the Act, the Occupational Health and Safety Regulation, and any other applicable legislation and, without limiting the generality of the foregoing, will do all of the following:

- (a) ensure that the activities of employers, workers and other persons at the Workplace relating to occupational health and safety are coordinated, consistent with the Act, the Occupational Health and Safety Regulation and its applicable guidelines and any other applicable legislation and the Company's written policies relating to occupational health and safety (the "Rules");
- (b) do everything that is reasonably practicable to establish and maintain systems or processes that will ensure compliance with the Act, the Occupational Health and Safety Regulation and its applicable guidelines and any other applicable legislation and the Rules at the Workplace;
- (c) establish and maintain a safety program for operations at the Workplace (the "Safety Program") and site specific safety plans (the "Site Specific Safety Plans") for site specific Workplaces as and when required pursuant to the Safety Program;
- (d) conduct workplace assessments to ensure that equipment, supplies, facilities, first aid attendants and services are adequate and appropriate and ensure that a system or process is in place to establish and maintain the first aid equipment, supplies, facilities, first aid attendants and services as required under Section 3.20 of the Occupational Health and Safety Regulation;
- (e) establish, monitor and coordinate the activities of a joint health and safety committee within the Workplace where required by the Act or its regulations or guidelines or as otherwise necessary to coordinate occupational health and safety matters at the Workplace;
- (f) prepare and deliver the notice of operation (the "Notice of Project-Forestry") as and when required by Section 26.4 of the Occupational Health and Safety Regulation;
- (g) obtain from each employer within the Workplace the name of the person designated as supervisor of the employer's workers as required under Section 118(3) of the Act;
- (h) collect safety statistics regarding the operations of the Contractor and any subcontractors on forms provided by the Company and on a monthly basis, by the 3rd working day of each calendar month, provide a report to the Company in an acceptable form setting out matters relating to safety at the Workplace for the preceding month;

- (i) immediately notify the Company of (i) an inspection or investigation relating to safety by a government official or (ii) any possible contravention of occupational health or safety legislation arising at the Workplace;
- (j) notify the Company of all incidents at the Workplace requiring medical treatment and any other incidents that are required to be recorded pursuant to the Safety Program, within 24 hours of the occurrence of the incident;
- (k) promptly implement all safety recommendations of the Company, acting reasonably;
- (l) deliver to the Company
 - i. a copy of the Notice of Project-Forestry, and
 - ii. a copy of the Safety Program;
- (m) provide to all other employers within the Workplace the applicable Site Specific Safety Plans prepared pursuant to the Safety Program;
- (n) take steps to develop and maintain open communication relating to safety matters with the other employers and workers within the Workplace; and
- (o) provide additional training to the safety committee if required by the Company.

2. Responsibilities of the Company

The Company will

- (a) review the Safety Program prior to its implementation and may require that the Prime Contractor make changes to the Safety Program that the Company reasonably believes better reflect the intent of the Act, the Occupational Health and Safety Regulation, any other applicable legislation or the Rules and, if such a request is made, the Prime Contractor will promptly make all such reasonable changes to the Safety Program, and
- (b) from time to time attend at the Workplace to review all aspects of safety, including the Prime Contractor's implementation of the Safety Program, and the Prime Contractor will respond to any concerns the Company may have with regard to safety within the Workplace.

3. Changes by the Company

The Company may at any time during the term of the Contract, and on written notice to the Prime Contractor, suspend, limit, or terminate any or all of the Prime Contractor's obligations under this Prime Contractor Agreement, as solely determined by the Company.

4. Affected Parties

The following other parties are a party to the creation of a multiple employer workplace and are affected by this Agreement and the responsibilities of the Prime Contractor as laid out herein:

Firm Name	Address

5. IN WITNESS WHEREOF this Agreement has been executed by the parties on the day and year first above written.

Company: _____

Prime Contractor: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____