

相关方安全管理协议
Agreement on Safety Management of Related Parties

甲方：一汽-大众汽车有限公司

Party A: FAW-Volkswagen Automotive Co. Ltd.

乙方：

Party B:

根据中华人民共和国现行法律、法规、标准，明确双方合作过程中相关工作职责及违约责任，包括生产安全、消防安全以及治安管理、交通管理、资产管理、环境卫生管理等方面，甲方和乙方经过协商达成如下协议：

In accordance with the current Laws, regulations and standards of China, Party A and Party B shall specify the responsibilities and liabilities for breach of contract in the cooperation process. Including production safety, fire safety and public security management, traffic management, asset management, environmental sanitation management, etc., the following agreement was reached through negotiation between Party A and Party B:

一、双方职责 Responsibilities of Party A & Party B

1.甲方职责 Responsibilities of Party A

1.1 甲方有权依照国家法律、法规、标准和甲方规章制度要求对乙方在甲方区域内的安全管理状况、治安管理、交通管理、资产管理、环境卫生管理等工作进行监督和检查。

Party A should conduct supervision over safety management, public security management, traffic management, asset management, environmental sanitation management, etc. of Party B in Party A's premise according to laws, regulations and standards of the People's Republic of China and Party A's regulations and rules.

1.2 甲方对乙方违反国家法律、法规、标准及甲方规章制度的情况有权进行制止，并进行处理。

Party A has the right to stop and take measures against Party B's violation of any national law, regulation or standard and regulations of Party A.

1.3 由于乙方的违约行为，给甲方及第三方造成不良影响或经济损失的，甲方有权按照合同约定和相关文件规定对乙方进行处理。

In case of any adverse impact or economic loss to Party A or any third party caused by Party B, Party A has the right to take measures against such violation of Party B based on this agreement and relevant documents.

1.4 乙方存在严重安全隐患或发生安全事故时，甲方有权要求乙方进行停工整顿。

When Party B causes any potential safety risk or safety accident, Party A has the right to require Party B to stop work immediately

1.5 对乙方在甲方区域内出现的应急事件，甲方应帮助乙方协调处理。

In case of any emergency occurring to Party B within Party A's premise, Party A should provide assistance to Party B in handling such emergency.

2.乙方职责 Responsibilities of Party B

2.1 乙方应遵守国家相关法律、法规、标准和甲方规章制度，并负责乙方在甲方区域内生产安全管理、消防安全管理、治安管理、交通管理、资产管理、环境卫生管理等工作。

Party B shall abide by relevant national laws, regulations, standards, Rules as well as regulations of Party A, and shall be responsible for production safety management, fire safety management, public security management, traffic management, asset management, environmental sanitation management and other work within the premise of Party A.

2.2 乙方应在资格等级许可范围内承揽业务，不得使用应当淘汰的危及生产安全及消防安全的工艺、设备。

Party B should enter into contracts for business within the scope permitted by its qualification and must not use any obsolete process or equipment that may pose a threat to production safety and fire safety.

2.3 乙方应当建立健全安全生产责任制，制定安全生产规章制度和操作规程，确保在甲方区域内工作过程中的安全投入。

Party B should establish a production safety accountability system, formulate regulations and operation procedures on production safety and ensure safety investment in works conducted in Party A's premise.

2.4 乙方主要负责人对乙方在甲方区域的工作区的安全生产工作全面负责，乙方按法律法规及甲方要求在甲方区域设置安全管理机构并配备专兼职安全管理人员。

Party B's person in charge should be responsible for all aspects of production safety within the working area in Party A's premise, Party B should set up a safety management organization and designate full-time and part-time safety management personnel in Party A's premise according to relevant laws and regulations as well as Party A's requirements.

2.5 乙方进入甲方区域内，应当遵照甲方相关规定为本单位人员、设备、车辆办理入厂手续，涉及施工作业或公共区域占用的需办理审批手续。

When Party B enters the premise of Party A, Party B shall go through the procedures for entering into the factory for Party B's personnel, equipment and vehicles in accordance with relevant regulations of Party A. Any construction operation or occupation of public areas shall be subject to approval.

2.6 乙方应严格有效的实施从业人员安全生产教育培训，未经教育培训或者教育培训考核不合格的人员，不得上岗作业；乙方特种作业人员需取得有效证件。

Party B should provide education and trainings on production safety to its operators and workers strictly and effectively. Those personnel who haven't been provided with education and trainings on production safety or have failed in any examination or evaluation performed for such education and trainings are prohibited from conducting any operation. Party B's special operators shall obtain valid certificates.

2.7 乙方应进行定期和专项安全生产检查，及时发现并消除生产、消防安全事故隐患，对不能立即整改的安全隐患，应制定临时防范措施，确保整改期间不发生问题，直至安全隐患整改消除。

Party B should perform regular and special inspections on production safety in order to detect and eliminate potential accident risks in production safety and fire safety. For any potential risk in safety that can't be immediately rectified, temporary preventive measures should be taken in order to prevent any problem during rectification until such safety risks can be eliminated.

2.8 乙方依法将其所承担的项目分包给其他单位，应与其签订安全管理协议。乙方负责其分包单位的安全及环境卫生管理等工作，并承担相应的责任。

Party B should subcontract its assignments to other parties according to law and sign safety management agreements with subcontractors. Party B should be responsible for safety management of its subcontractors and assume corresponding safety responsibilities.

2.9 乙方施工作业现场与其他单位存在交叉作业的，可能危及对方安全的，应与其签订安全管理协议，明确双方安全责任和应当采取的安全措施，并安排安全管理人员进行安全检查与协调。

If there is any cross-operation between Party B and any other party on the construction site of Party B or Party B's operation may pose a threat to the other party's safety, Party B should sign a safety management agreement with the other party, specify safety responsibilities and corresponding safety measures of both parties and designate safety management personnel for safety inspection and coordination.

2.10 乙方必须依法参加工伤保险，为从业人员缴纳保险费。

Party B must enroll in work-related injury insurance and pay insurance premium for its employees according to law.

2.11 乙方在甲方区域工作期间，如接触职业危害因素，应按《职业病防治法》及甲方要求，开展本单位职业健康管理管理工作。

If any employee of Party B may expose to any occupational hazard when working in Party A's premise, Party B should conduct operational health management as required by Law on Prevention & Treatment of Occupational Diseases.

2.12 乙方进行用火作业、高处作业、有限空间作业以及法律法规规定的其他危险作业，应按要求办理作业审批后方可作业，作业过程安排专门人员进行现场安全管理，确保操作规程的遵守和安全措施的落实。

If Party B needs to conduct operation involving fire, overhead operation, operation in a confined space and other hazardous operations specified in relevant laws and regulations, Party B

should start operation only after obtaining necessary operation approvals, designate personnel for on-site safety management in the process of operation and ensure conformance to and implementation of safety measures.

2.13 作业完成后，乙方应对工作现场、占用公共区域进行检查和清理，消除遗留安全隐患和环境卫生问题。

After completion of work, Party B should conduct safety inspection and verification, remove irrelevant equipment, facilities and items on the site and eliminate any potential safety risk and sanitation problem.

2.14 乙方在甲方区域作业过程中发生安全事故、火灾事故、交通事故、治安案件、破坏环境及绿化后，应按法律法规要求进行报告、调查、处理，并及时通知甲方。

In case of any safety accident or fire accident, traffic accident, public security case and environmental damage occurring during Party B's operation in Party A's premise, Party B should report, investigate and handle such accident according to relevant laws and regulations and notify Party A of such accident in a timely manner.

二、违约责任 **Liability for Breach of Agreement**

1.乙方在甲方区域的工作区内发生的责任事故或存在违反国家、政府相关安全法规、规定的安全问题，乙方应负全部责任，甲方有权对乙方进行违约处理。乙方的违约行为确认后，由乙方直接向甲方缴纳违约金（见相关方违约处理标准）。

If Party B causes any liability accident or safety issue involving violation of relevant national safety laws and regulations within the work area in Party A's premise, Party B should be solely responsible for such accident. Party A has the right to deem such accident as Party B's violation of safety regulations and take appropriate measures. After Party B confirms the breach, Party B shall directly pay the liquidated damages to Party A. (see the standards for handling breach of contract by related parties)

2.乙方人员在甲方区域发生人身伤害，应由乙方负责处理，甲方提供必要的支持。

In case of any personal injury of any of Party B's personnel in Party A's premise, Party B should be responsible for handling such accident and Party A should provide necessary support.

3.由于乙方发生违约行为造成甲方及第三方人员伤害、经济损失或其他严重后果的，乙方应承担全部赔偿责任，甲方保留追究乙方法律责任的权利。

In case of any personal injury, economic loss or other serious consequences of personnel of Party A and any third party caused by Party B's breach of this agreement, Party B should be held solely responsible for making compensations and Party A reserves the right to require Party B to assume any legal liability.

三、相关方违约处理标准 **Standards for handling breach of contract by related parties**

序号 NO.	违约条款 Breach clause	违约处理标准 Default handling standard
1	乙方未与其分包单位签订有效合同或安全管理协议 Party B has not signed a valid contract or safety management agreement with the subcontractor	缴纳安全违约金 5000 元/次 Pay penalty RMB 5000 per time
2	未办理《人员通行证》、施工登记、危险作业审批进行作业或超过审批时限未办理延期继续作业 Party B fails to apply for personnel Pass, construction registration and approval of hazardous operation, and fails to apply for extension of the time limit for approval	缴纳安全违约金 2000 元/次 Pay penalty RMB 2000 per time
3	特种（设备）作业人员无特种（设备）作业操作证进行特种作业 Special (equipment) operators operating without license	缴纳安全违约金 1000 元/次 Pay penalty RMB 1000 per time
4	高处作业未系安全带 Not wearing safety belt while working at height	缴纳安全违约金 3000 元/次 Pay penalty RMB 3000 per time
5	进入需要进行安全锁定的设备或区域，未使用安全锁 Enter a device or area that requires a safety lock, but the safety lock is not used	缴纳安全违约金 3000 元/次 Pay penalty RMB 3000 per time
6	吊装作业存在吊索具破损及违反“十不吊” The sling is damaged and the hoisting process violates the "ten no hoisting operations"	缴纳安全违约金 3000 元/次 Pay penalty RMB 3000 per time
7	施工作业区域的洞、坑、沟、升降口等临边洞口危险部位未采取有效防止人员坠落措施或作业人员直接踩踏轻质材料（如轻质屋面、轻质楼板）作业 No effective measures have been taken to prevent people from falling into dangerous places such as holes, pits, ditches, and elevator openings in the construction work area. Operators directly step on lightweight materials (such as lightweight roofs, lightweight floors)	缴纳安全违约金 3000 元/次 Pay penalty RMB 3000 per time
8	同一工作现场有两个或两个以上单位同时施工（作业）可能危及对方安全的，双方未签订交叉作业安全管理协议或交叉作业未采取有效的安全防护措施 If two or more units are constructing (operations) at the same work site at the same time that may endanger the safety of each other, the two parties have not signed a cross-operation safety management agreement or have not adopted effective safety protection measures for cross-operation	缴纳安全违约金 2000 元/次 Pay penalty RMB 2000 per time
9	无《临时用火证》私自用火 No "Temporary Fire Permit" to use fire privately	缴纳安全违约金 2000 元/次 Pay penalty RMB 2000 per time
10	在禁止用火的部位违规用火，用火作业现场防护不到位、用火点 10 米范围内有可燃物或存在与用火作业不相容作业（如喷漆作业、木工作业等）同时交叉进行 Use fire in violation of regulations in areas where the use of fire is prohibited, inadequate protection at the fire site, combustible materials within 10 meters of the fire point, or operations that are incompatible with fire operations (such as painting operations, wood work, etc.)	缴纳安全违约金 5000 元/次 Pay penalty RMB 5000 per time
11	易燃易爆危险化学品使用、存放有安全隐患 The use and storage of flammable and explosive hazardous chemicals poses safety risks	缴纳安全违约金 5000 元/次 Pay penalty RMB 5000 per time
12	在禁烟的施工现场有吸烟行为 Smoking at non-smoking construction sites	缴纳安全违约金 5000 元/次 Pay penalty RMB 5000 per time
13	在禁烟的施工现场有吸烟现象 Smoking in non-smoking construction sites	烟头 500 元/个 Cigarette butts 500 RMB/pc

14	施工现场有可燃物未及时清理 Combustible materials are not cleaned up in time	缴纳安全违约金 2000 元/次 Pay penalty RMB 2000 per time
15	未按《相关方安全隐患整改通知书》要求按期整改合格 Failure to comply with the requirements of the "Notice on Rectification of Safety Hazards of Related Parties"	缴纳安全违约金 2000 元/次 Pay penalty RMB 2000 per time
16	其它严重安全隐患 Other serious safety hazards	缴纳安全违约金 3000 元/次 Pay penalty RMB 3000 per time
17	发生轻伤安全事故 Minor injury accident	缴纳安全违约金 20000 元/起 Pay penalty RMB 20000 per time
18	发生一般火情事故（实际损失在 50000 元以下） General fire accident(the actual loss is less than 50,000 yuan) occurred	缴纳安全违约金 50000 元/起 Pay penalty RMB 50000 per time
19	发生较大火情事故（实际损失在 50000 元（含）以上至 300000 元） Major fire accident(the actual loss is more than 50,000 yuan (inclusive) to 300,000 yuan) occurred	缴纳安全违约金 300000 元/起 Pay penalty RMB 300000 per time
20	发生重伤及以上事故或火灾事故（实际损失在 300000 元（含）以上） Serious injury or Fire accident(the actual loss is more than 300,000 yuan (inclusive)) occurred	按照一汽-大众《生产服务体系供应商管理流程》执行，对于非生产服务体系内的相关方，由一汽-大众安全防火应急委员会决策。 In accordance with FAW-Volkswagen "Production Service System Supplier Management Process", the relevant parties in the non-production service system, FAW-Volkswagen Safety and Fire Emergency Committee make decisions.

四、其它 Miscellaneous Provisions

1. 本协议未尽事宜，由双方共同协商解决。

Any issue unmentioned in this agreement should be solved through negotiation between both parties.

2. 本协议的解释权归甲方。

Party A should have the power of interpretation of this agreement.

3. 本协议一式二份，甲乙双方各执一份。

This agreement is signed and executed in duplicate and each party should keep one copy.

4. 本协议经双方签字或盖章生效，与合同具有同等的法律效力。

This agreement comes into effect upon being signed or stamped by both parties and has a legal effect equivalent to that of a contract.

5. 安全相关事项，本协议具有优先权力。

Any safety-related issue should be solved according to this agreement, which should prevail among relevant documents.

6. 本协议永久有效。

This agreement should be valid permanently.

7. 如果中英文有不符之处，以中文为准

If there is any discrepancy between Chinese and English, the Chinese version shall prevail.

甲方：（盖章）

Party A :(Seal)

乙方：（盖章）

Party B :(Seal)

签字代表（签字）

Authorized Representative (Signature)

签字代表（签字）

Authorized Representative (Signature)