

CBG ENVIRONMENTAL AND SOCIAL REQUIREMENTS

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1 Definitions:

In this EXHIBIT B:

- (a) **Contractor E&S Requirements** means:
 - (i) the Environmental and Social Standards;
 - (ii) Environmental and Social Laws;
 - (iii) the Worker Rights Requirements;
 - (iv) the requirements of the ESMP, to the extent instructed by the Company pursuant to paragraph 5; and
 - (v) any Remedial Action Plan.
- (b) **ESMP** means Company's environmental and social impact management plans and procedures including any supporting plans, policies and implementation documents, [delivered to the Contractor], and as such plans, procedures, supporting plans, policies and implementation documents may be amended or supplemented by the Company from time to time, including pursuant to the Change Request procedure under Article 11.2.
- (c) **Environmental and Social Claim** means any order, judicial action, litigation, arbitration or administrative proceeding at or before any court, arbitral body, agency or other relevant authority or any written complaint, claim, notice of breach or non-compliance or investigation from any governmental or non-governmental entity or any third party, in each case, in respect of any matter relating to the Contractor E&S Requirements.
- (d) **Environmental and Social Standards** means, as applicable:
 - (i) the IFC Performance Standards on Social and Environmental Sustainability, dated January 2012 as set forth in Annex B1 to this Exhibit B;
 - (ii) the General World Bank/IFC Environmental, Health and Safety (EHS) Guidelines (30 April 2007), and the applicable industry-specific guidelines, including the EHS Guidelines for Mining (2007), Thermal Power (2008), Ports, Harbors, and Terminals (2007), Railways (2007) and Water and Sanitation (2007) as set forth in Annex B2 to this Exhibit B; and
 - (iii) OPIC's Consolidated Environmental and Social Policy Statement and Labor and Human Rights Policy Statement, dated October 15, 2010 as set forth in Annex B3 to this Exhibit B.
- (e) **Environmental and Social Laws** means any applicable statutes, laws, regulations, orders, by-laws, decrees or orders of the Government of Guinea including any permits thereunder, any international treaty, convention or rule to which the Government of Guinea is a party and any administrative or judicial decisions, judgements or orders, in each case having the force of law and relating to pollution or protection of the environment, human health and safety of workers and communities.
- (f) **Environmental, Health, Safety or Social Incident** means any incident or accident resulting from Project development, construction or operations and which has the following impacts:
 - (a) health and safety: in terms of death, serious health damage or major disability;

(b) society: in terms of:

- (i) physical resettlement or economic displacement not in compliance with the Resettlement Action Plan;
- (ii) destruction of a site or object of significant cultural or religious significance; or
- (iii) serious civil disturbance or serious civil unrest, in either case, directed at [or affecting](#) the Contractor or the Project [or physical security of the Contractor or the Project](#); or

(c) Environment: in terms of severe or persistent damage to the Environment or restricted range, endangered or critically endangered species or their respective habitats.

- (g) **Remedial Action Plan** means any plan to restore compliance with applicable Contractor's E&S Requirements and/or remedy any harm or damage caused by any such non-compliance pursuant to Article 11 (*Changes*).
- (h) **Worker** means each person employed or engaged directly or indirectly by the Contractor and any other provider of goods or services who performs services or supplies goods related to or required for the Project under any contract or arrangement with the Contractor, including part-time or locum workers.
- (i) **Worker Rights Requirements** has the meaning given to it in paragraph 10.
- 2 The Contractor shall, and shall ensure that each Sub-Contractor shall, comply with all applicable Contractor E&S Requirements.
- 3 The Contractor shall monitor and report in a form and frequency as required by the Company on the Contractor's and each Sub-Contractor's compliance with the Contractor E&S Requirements.
- 4 The Contractor shall provide such information, cooperation and assistance as the Company may reasonably require in relation to any update to or implementation of the ESMP, insofar as any such implementation and/or update relates to the Contract or the performance of Contractor's obligations under the Contract.
- 5 Subject to the provisions of Article 11, the Company may from time to time by written notice to Contractor instruct the Contractor to comply with any requirements of the ESMP, to the extent that the Company considers such requirements relevant to the Services. The Contractor shall have no entitlement to any Change, to the extent that any such instruction is consistent with the Contractor's obligations under the Contract.
- 6 The Contractor shall within 21 days (or such other period as specified by the Company) of notice from the Company identifying any non-compliance by the Contractor with the Contractor E&S Requirements, prepare and deliver to the Company a draft Remedial Action Plan in a form required by the Company.
- 7 The Contractor shall provide such information, cooperation and assistance as the Company may reasonably require relating to the Contractor's compliance with the Contractor E&S Requirements, including but not limited to providing access to [Project sites/ Places of Performance] and any relevant Contractor documents or Workers as may reasonably be requested by the Company, or required by any environmental, health, safety, social or technical advisers.
- 8 The Contractor shall notify promptly, and in any event within 48 hours of becoming aware, of any Environmental, Health, Safety or Social Incident, including details of any immediate actions taken by the Contractor to address the incident, and as applicable diligently implement any Remedial Action Plan [in its final form].
- 9 The Contractor shall promptly upon becoming aware, notify and provide reasonable details to the Company of any written communication received by the Contractor from any person

concerning the Project's or Contractor's failure to comply with the Environmental and Social Requirements, including any Environmental and Social Claim.

10 The Contractor shall:

- (a) not take any actions to prevent Workers from lawfully exercising their right of association and their right to organize and bargain collectively, or take any actions, or otherwise interfere with, coerce, or penalize, on the basis of the right of association or on the basis of organization and collective bargaining activities or membership, that may result in any form of retaliation, including, but not limited to, the termination, suspension, demotion, blacklisting, or transfer of any Worker by the Contractor, or by an officer, agent, or representative thereof;
- (b) observe applicable laws, acceptable conditions of work with respect to minimum wages, hours of work, and occupational health and safety;
- (c) not use forced or compulsory labor, including, but not limited to any form of slavery or bonded labor;
- (d) explain, document, and make available in writing and orally to each Worker, information regarding all of their working conditions and terms of employment, including their entitlement to wages and any benefits and the Worker Rights Requirements, prior to the later of (i) thirty (30) days after the date hereof or (i) each Worker commencing work;
- (e) not employ persons, formally or informally, under the age of fifteen (15) for general work or under the age of eighteen (18) for work involving hazardous activity, which is work that by its nature or the circumstances in which it is carried out is likely to harm the health, safety, or morals of those persons;
- (f) not make employment decisions or discriminate with respect to aspects of the employment relationship which is in violation of applicable Contractor E&S Requirements;
- (g) ensure the Project is undertaken in a manner consistent with the Contractor E&S Requirements, including but not limited to the requirements of IFC Performance Standard 2 on Labor and Working Conditions;
- (h) not require hourly or quota-based wage Workers to work more than 48 standard hours of work per week and ensure that all Workers shall be guaranteed a weekly 24-hour rest period;
- (i) pay all wages in accordance with applicable Laws, including all legally-mandated bonus pay and premium pay for overtime work, in full, in legal tender, and in a timely fashion, to Workers;
- (j) ensure that Workers have the right to remove themselves from hazardous situations without jeopardizing their continued employment; and
- (k) assess risks posed by its security arrangements to those within and outside the Site, ensuring any of its security personnel including guards under direct or contracted employment are trained on the use of force, and in alignment with IFC Performance Standard 4 and the United Nations Voluntary Principles on Security and Human Rights, (collectively, the "**Worker Rights Requirements**").