

مركز أبوظبي للصحة المهنية  
ABU DHABI OCCUPATIONAL SAFETY AND HEALTH CENTER

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# Abu Dhabi Occupational Safety and Health System Framework

**(OSHAD-SF)**

## OSHAD-SF Technical Guideline

### Management of Contractors

Version 3.0

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ABU DHABI PUBLIC  
HEALTH CENTRE

مركز أبوظبي  
للصحة العامة



## Important Note:

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## 1. Introduction

- (a) This technical guideline provides additional information to assist entities comply with the requirements of *OSHAD-SF - Element 3 – Management of Contractors*. The contents of this technical guide are not mandatory; however adopting the information within this guide will assist you in compliance to the requirement of the Element.
- (b) The use of contractors can range from occasional work such as window cleaning right through to high risk specialised work on construction sites. Each will have their own risks and will need to be managed by the entity that is engaging them.
- (c) A common error made when engaging a contractors is the presumption that it is the sole responsibility of the contractor to manage OSH issues related to the works. Although the contractor does have a duty to manage OSH, the entity who engages the contractor also has a duty to ensure that the contractor is competent to undertake the tasks and also that they follow the standards that have been agreed.

## 2. Definitions

- (a) A contractor has been defined within the *OSHAD-SF* as:
  - (i) A person, organization, their employees or a nominated representative engaged to carry out work for the entity in a contract for service arrangement.
- (b) A supplier has been defined within the *OSHAD-SF* as:
  - (i) A person, organization, their employees or a nominated representative engaged to supply goods. A supplier may be distinguished from a contractor or subcontractor, who commonly adds specialized input to deliverables. A Supplier is also commonly called a vendor.
- (c) Although the risks involved with engaging suppliers are in many cases lower than those associated with the engagement of contractors, entities do still have a duty to ensure that their supplier is competent and meets their OSH requirements. Further, entities should ensure that the goods that are supplied are suitable and sufficient for their needs of the entity and also do not introduce unnecessary risk to the entity.

### 3. Management of Contractors Procedure

- (a) Under *OSHAD-SF – Element 3 - Management of Contractors*, all entities have a duty to develop and implement a management of contractor procedure that is relevant to their undertakings.
- (b) The procedure should include, as a minimum the following requirements:
  - (i) Establishment of Project OSH Requirements;
  - (ii) Evaluation / Selection;
  - (iii) Co-ordination and Communication;
  - (iv) Mobilization / Work in Progress;
  - (v) Monitoring Performance;
  - (vi) Commissioning;
  - (vii) Demobilization / Decommissioning; and
  - (viii) Contract Close-Out
- (c) Each of the requirements will be discussed in detail later in this document, however prior to the development of a procedure, it is vital that entities understand fully where contractors are to be engaged and for what purpose.
- (d) Entities should undertake a review of their undertakings and identify those areas where specialised contractors are required. This review should be done in conjunction with the requirements of *OSHAD-SF - Element 2 – Risk Management*.
- (e) As part of this review, entities should be able to gain an understanding of the risks involved with the works and this will help determine the level of detail and complexity required within the entities management of contractors process.

#### 3.1 Establishment of Project OSH Requirements

- (a) It is vital that prior to any tender being issued, the entity must first fully understand all the OSH requirements for the project and how these will impact upon the contractor that has been selected to undertake the works.
- (b) These impacts could be in a variety of forms, such as restricting the working hours due to the surrounding neighbourhood, the times that goods can be delivered to the project or specific OSH requirements that the contractor must adhere to whilst on site.
- (c) All this information should be gathered and included within the tender documentation to ensure that all contractors are aware of the OSH requirements for the project and also have allowed sufficient costs, time and resources to meet those requirements.
- (d) The main purpose of providing this information is to ensure that all parties who are tendering for the project are fully aware of all the significant risks, any restrictions that are to be placed on them whilst working on the project and also the minimum OSH requirements/systems they must have in place. This will ensure that there are no surprises to either party once the project commences and should be the foundation of a successful project.

- (e) As a minimum the following should be included within the tender documentation:
- (i) detailed scope of works;
  - (ii) known OSH Hazards and Risks; and
  - (iii) minimum OSH requirements.

### **3.1.1 Scope of Works**

- (a) The tender documents should include not only a detailed scope of works, but also any information related to sequencing and phasing within the scope.
- (b) The scope of works should include sufficient detail to allow a competent contractor to fully understand the requirements of the project.

### **3.1.2 Known OSH Hazards and Risks**

- (a) The entity must provide a list of all known significant risks and hazards associated with the project. This list should be limited to those risks and hazards that are considered significant or medium to high risk.
- (b) Further if the entity requires that the hazard is managed in a particular manner or has defined parameters that are different from those defined in legislation or best practice, these should also be stipulated within the tender document.
- (c) An example of this could be noise. The entity may have identified noise as a general hazard on the project, however due to their own risk management systems; the entity has a lower noise action level than that is set within the current legal standards. This information must be provided to the contractor at this stage otherwise it would be reasonable for the contractor to provide costs and information to only manage the noise to the levels as defined in current standards.
- (d) Other issues the entity may wish to highlight when discussing the project hazards and risks, could be the manner in which they are managed. The entity may wish to have set criteria for different hazards or may require the use of permit to work systems for set hazards and risks. This should be highlighted to the tendering contractors to allow them to include this in their considerations.

### **3.1.3 Minimum OSH requirements**

- (a) The entity should highlight the minimum OSH requirements that each entity must have in place when undertaking the works that are being tendered for. The requirements will differ dependant on the risk and complexity of each project, however as a minimum these should include:
  - (i) Adequate OSH Resources;
  - (ii) Legal Compliance;
  - (iii) Risk Management Programs;
  - (iv) OSH performance monitoring and incident reporting;
  - (v) OSH Training, Awareness and Competency;
  - (vi) OSH reporting

- (vii) Incident Investigation
  - (viii) Emergency Management
  - (ix) EOSH Inspection and Auditing requirements; and
  - (x) Non Compliance and Enforcement procedures.
- (b) The entity should specify what the criteria are for each element. As an example, if it is a high risk project, the entity may require a high level of OSH management and supervision. As part of the tender documents, this should be specified, including the competency levels that are required for each role. This again ensures that all parties are clear on the requirements prior to the project commencing.
- (c) Further to the entity highlighting the minimum requirements that the successful contractor shall have in place, they should also provide information on the systems they will have to comply with whilst on the project.
- (d) The entity should ensure that the successful contractor is fully aware of any requirements that will be in place that may be a burden (in terms of time, resource or cost) to the successful contractor.
- (e) Examples of this could be that the entity require all staff who are working on the project to undergo a specific induction program, the content of which is developed by the entity. This would be an additional induction to the project specific OSH induction that the contractor would normally provide and would be a burden upon the contractor in terms of time and cost.
- (f) Other examples could include the requirement that the entity will undertake site inspections or regular audits or require the project OSH manager to attend a weekly OSH meeting. The contractor should be aware of these facts prior to tendering for the project.

### **3.2 Evaluation / Selection**

- (a) Following the release of tender information and responses from interested contractors, the entity should develop a systematic approach to evaluating these responses to ensure OSH requirements have been fully considered and complies with the OSH requirements issued within the tender documentation.
- (b) The review for OSH should be integrated into an overall contractor review process to ensure that the successful contractor has not only solid OSH systems and performance, but has adequate resources, financial ability and experience to undertake the project.
- (c) The process that is utilised for the review, should take into account the complexity and risk of the project that is going to be undertaken, for example for a high risk contract the entity should consider meeting with prospective contractors to review their systems and examine how they have undertaken previous similar works. They may also wish to visit previous works to judge completion. For a low risk, straight forward project, a desk top review of responses may be considered adequate.
- (d) Entities should also give preference to those contractors that already have an approved OSHMS, under Decree 42 of 2009, as they will already have a documented approved OSHMS that has been independently reviewed and is implemented (or in the process of) into the organisation. Further, contractors who do already have an approved OSHMS should

be able to demonstrate solid risk management processes and will be regularly audited and inspected by government authorities.

- (e) The scope of the evaluation of OSH performance and systems should be defined by the risks and complexity of the project. If the risk is deemed low then as a minimum the contractor should be implementing the requirements of *OSHAD-SF - Mechanism 5.0 – OSH Requirements for Medium Risk Entities*.
- (f) If the risk is seen as medium to high, then ideally the contractor selected should hold an approved OSHMS, however if this is not the case then the following should be in place as a minimum:

### 3.2.1 OSH Policy

- (a) A good Safety and Health policy will have been reviewed within two years and signed by the responsible person within the organisation. The policy should include three definite sections:
  - (i) Statement of intent - The statement of intent will be a top line statement that outlines the company objectives for safety and health;
  - (ii) Organization - Organization outlines the company organization for Safety and Health, including roles and responsibilities within that organization; and
  - (iii) Arrangements – this will detail how the company intends to achieve the objectives delineated in the statement of intent.

### 3.2.2 Roles and Responsibilities

- (b) A vital element of a successful project is the clear definition of roles and responsibilities on behalf of the contractor. The contractor should provide a clear outline of all key roles and responsibilities throughout the life of the project.
- (c) The contractors should also define a clear organisational structure for the project as part of his submission. For more complex projects, the contractor should have been requested to submit CV's of the staff he is planning to utilise on the projects. These should be reviewed to ensure they meet the competency requirements that have been set as part of the pre tender information (see section 3.1.3)

### 3.2.3 Legal Compliance

- (a) The successful contractor should be able to demonstrate how they identify and comply with all applicable legal requirements. The procedure should clearly identify what legislation is relevant to the entity, how it impacts their operations and also how they comply with the requirement.
- (b) Further entities with robust management systems will be able to demonstrate how these requirements are communicated within their firm and also responsibilities for the upkeep and review of the legal registers etc.
- (c) When reviewing the legal compliance of a contractor, it is important that the entity understands any specific legal requirements for the project (see section 3.1) and ensures that the contractor has incorporated this into his register.



### 3.2.4 OSH Risk Management

- (a) The contractor should define within his submission how he will manage the risk management program for the project. It is important that this is site specific rather than the overall corporate procedure.
- (b) Also as part of the submission the contractor should outline who will have overall responsibility for the risk management program, including the review and approval of all risk assessments /method statements for the project.
- (c) Further it is important to ensure that this program covers the review and approval of any sub-contractors risk assessments as these are often overlooked.
- (d) The procedure should also include information on any known hazard's that have been defined in the pre tender information (see section 3.1.2) and how the contractor will manage the said hazard / risk.
- (e) Dependant on the current status of the projects or information known, the contractor may be in a position to submit some specific project risk assessments.

### 3.2.5 OSH Performance and Monitoring

- (a) The contractor should define what the performance targets are and how they will ensure they achieve them during the life of the contract. The performance targets that are set out should also include any that the client originally set as part of the pre tender information (see section 3.1).
- (b) Further to discussing what the performance targets are, the contractor should also show how these will be managed and achieved. This, ideally, should come in the form of an action plan that identifies the required actions, timescales and owners for each individual target.
- (c) The entity should also review the past performance of the entity as this will give information on how they have performed on previous contracts. Again dependant on the risks involved, it may be prudent to contact previous clients to review past performance and gain references.

### 3.2.6 Communication and Consultation activities

- (a) It is important that robust procedures are in place to manage consultation and communication to ensure that all parties are aware of the latest information and have had an opportunity to input to the decision making process.
- (b) The contractor should define how this will be managed during the contract, including the communication with all external and internal parties such as sub-contractors, regulatory authorities or the client.
- (c) The contractor should also define how he will communicate with his employees on OSH matter including how they will be consulted on these matters.

### 3.2.7 Emergency Management

- (a) The contractor should define what the emergency management procedure will be for the project / contract along with the detailed arrangements for managing these situations.
- (b) The entity should ensure that the contractor has identified all foreseeable emergency situations and that the arrangements are reasonable for managing the situation.
- (c) Also the contract should provide information on who will form the emergency management team or crisis management team.

### 3.2.8 Incident Investigation and Reporting

- (a) Each contractor should define what the procedures are for incident investigation and reporting on the project. This should also include any specific requirements that the client has set as part of the pre tender information.
- (b) The procedure should clearly show how incidents will be managed from the point of initial notification right through until close out and corrective actions.
- (c) The procedure should also show how incidents will be reported, both internally and externally.

### 3.2.9 Training, Awareness and Competency

- (a) As part of the submission the contractor should define how they will identify and manage training requirements during the contract. This should include the monitoring of training requirements and also refresher training.
- (b) Further, the contractor should also include information on how they will train employees on any specific hazards or risks that have been identified as part of the pre tender information.

### 3.2.10 OSH Inspection and Monitoring

- (a) Regardless of complexity of risk, all projects will require an element of inspection and auditing to ensure compliance to agreed standards. The contractor should define what these arrangements are and how they will be managed on the project.
- (b) Further it is important to ensure that these arrangements incorporate all other parties that are involved on the project, such as sub-contractors.
- (c) The contractor should also discuss how they will ensure compliance to any client audit and inspection requirements that have been set as part of the pre tender information.

### 3.2.11 OSH Reporting

- (a) Each project / entity will have different reporting requirements and these should be defined in the pre tender information that was developed (See section 3.1). The contractor should show how OSH information will be gathered, defined and then reported.
- (b) This procedure should also include internal and external reporting

### 3.2.12 Non Compliance and Enforcement

- (a) The contractor should define what the arrangements are for the management and enforcement of any non-compliance within the project. It is important that this procedure also includes any other parties on the project.

### 3.2.13 Preferred Contractor / Supplier Register

- (a) As part of the management of contractor's procedure that each entity is required to develop and implement, it is good practice to hold a list of preferred contractors / suppliers that have already been evaluated. The procedure should stipulate that only contractors who have met the criteria set for evaluation can be used within the entity.
- (b) When developing a preferred suppliers list, you should consider how many contractors you wish to hold on the preferred list for each type of activity you use contractors for. If your entity uses contractors on a regular basis, then it may be best to have up to three different contractors / suppliers for each different activity. For those entities that only seldom use contractors, then the preferred list may be smaller.
- (c) Regardless of the complexity of the preferred list, this register should be used as a tool to manage contractors and track performance. Contractors and suppliers should be reevaluated on an annual basis, including an examination of past performance during the year (see section 3.5)

## 3.3 Contractual Agreement

- (a) Contracts and services agreements are essential business tools for professional trading and business relationships. Without clearly defined and agreed contracts, misunderstandings can develop, expectations of client and provider (customer and supplier) fail to match, and all sorts of problems can occur.
- (b) While the tradition and spirit of shaking hands on a verbal deal between two friends in business is helpful in underpinning a good trading relationship, it is sensible for significant supply arrangements to be documented and agreed, usually by signatures.
- (c) Aside from the process of clearly agreeing and understanding the expectations between supplier and client, contracts or agreements also help if one or both of the original deal-makers one day move on, which can then give other people the problem of how to make sense of what might or might not have been agreed between the two parties.
- (d) Each entity can reduce the formality and detail according to their own situation and the risks involved with the works being undertaken, however each entity needs to be aware of the risks if potentially contentious matters are vague and open to dispute.
- (e) Robust contracts and agreements provide an essential reference point upon which to discuss and negotiate effective outcomes whenever situations change, in terms of the client's requirements and the provider's capability.
- (f) Entities should ensure that all OSH requirements are clearly stipulated within the service contract. The complexity or level of detail required will be defined by the risk of the project or works that are being undertaken, however as a minimum it shall include the following items:

- (i) that contractors have an approved OSHMS, or , if contractors do not have an approved OSHMS, then they shall induct and train the contractor on the clients standards and ensure the contractor has systems in place to manage the risks from their undertakings.;
- (ii) the requirement for adequate OSH resources;
- (iii) OSH roles, responsibilities and accountabilities of all relevant stakeholders are clearly defined and communicated;
- (iv) a chronological division of work to be performed under the contract (or subcontract) up until the completion of a project;
- (v) a description in sufficient detail to enable contractors to understand the complexity, potential hazards and level of risk of the work to be performed;
- (vi) the requirements of contractors in respect of OSH;
- (vii) mechanisms and/or penalties for managing ongoing non-conformance to OSH requirements; and
- (viii) relevant project OSH documentation (e.g. site induction requirements, site safety plan, OSH procedures, permit systems and OSH policy).

### **3.4 Mobilization / Pre-Start**

- (a) Prior to mobilizing any contract, there are a number of issues that the entity must ensure are in place. These include:
  - (i) nomination of a main focal point within the entity for the contractor;
  - (ii) providing all contractors staff with the relevant OSH information; and
  - (iii) checking that the staff that have been allocated by the contractor are competent.

#### **3.4.1 Contractors Main Focal Point**

- (a) The entity should nominate someone from within their own organisation to be the main focal point / responsible person for the contractor whilst undertaking the works. This has many advantages including:
  - (i) one point of contact for the contractor;
  - (ii) ensures information is not 'lost' by going through different parties; and
  - (iii) helps to build stronger relationships with the contractor
- (a) The person that is nominated by the entity should have a working knowledge of the work that is being undertaken to allow them to make informed decisions when required.
- (b) The focal point should have full responsibility to ensure that the contract and works are managed in line with the entity and legal requirements.
- (c) Depending on the complexity or risk of the contract, the focal point may require additional support to assist in the management of the works.

### 3.4.2 Communication and Consultation

- (a) Prior to mobilizing any contract, entities should consider allocating appropriate levels of planning, coordination and communication to the management of contractors to ensure that all risks are identified and activities are properly planned.
- (b) Coordination activities may include:
  - (i) forward planning of work activities and tasks between contractors to minimize risks;
  - (ii) joint risk assessment of work activities and tasks;
  - (iii) contractor's participation in consultative activities (e.g. OSH committee);
  - (iv) employee welfare related and transportation activities;
  - (v) emergency response and management arrangements;
  - (vi) communication of OSH information (including hazard alerts, site safety alerts and incident reports, toolbox meetings, etc.); and
  - (vii) OSH record keeping requirements.

### 3.4.3 Provision of OSH Information

- (a) Each entity has a legal obligation to ensure that all staff who are working within their premises or on their behalf are aware of all OSH hazards and risks that are present. This obligation also includes staff who are employed by a contractor to work on behalf of the entity. This is often delivered through a contractor's induction procedure.
- (b) When developing a contractors induction, the entity should consider not only what OSH information is required, but should also ensure that other vital information such as site rules, what facilities are available etc. are included as part of the induction.
- (c) The entity should also ensure that it includes information on the risks that are present within their facility and also what procedures are in place to manage the risks.
- (d) When developing a contractors induction program the entity should consider the following issues:
  - (i) OSH legal requirements;
  - (ii) contact information – focal point / responsible person;
  - (iii) site rules;
  - (iv) working hours – including any restrictions (noise etc.);
  - (v) reporting procedures;
  - (vi) restricted areas;
  - (vii) facilities available;
  - (viii) emergency procedures;
  - (ix) high risk activities – Permit to Work procedures;
  - (x) OSH risks and procedures;
  - (xi) storage areas – if relevant; and

- (xii) ongoing communication and consultation.
- (e) The issues that are covered within the induction will be determined by the risks and complexity of the works and also the environment they will be undertaken within. For example if the contract is considered a low risk and is undertaken within a very controlled environment, the amount of information that is required by the contractor is probably minimal.
- (f) Dependant on the size, complexity duration of the contract, the entity may choose to allow the contractor to deliver the induction, however the entity still has a duty to ensure that all staff have undertaken the induction and that the information passed is factually correct and understood by the attendees. This can be done through a series of audits or ongoing inspections (see section 3.5).

#### 3.4.4 Contractor Staff Competency

- (a) The entity may have stipulated within the pre tender information that all persons working on the contract must have certain competencies. This should be checked prior to work commencing. It is also good practice to undertake ongoing checks as part of the inspection and auditing of the contractors performance.

#### 3.5 Monitoring Contractor Performance

- (a) Following the evaluation of competence, it is often assumed that there is no need to undertake any further action and the contractor is responsible for the works and any problems that may arise. Although contractors do hold the main responsibility, under current legislation (see *OSHAD-SF - Element 3 - Management of Contractor's section 3.1*) the entity is required to ensure that the standards that have been agreed through the pre tender information are being adhered to.
- (b) Dependant on the risk and complexity of the works, the entity should develop an audit and inspection program to cover the works that are being undertaken. The frequency of the audit and inspection program should be defined by the risks and complexity of the works.
- (c) If the works are identified as high risk, then as a minimum, daily checks should be undertaken out on the work activities. If the works are not defined as high risk, then checks must still be carried out, but on a less frequent basis.
- (d) Further if the work is being undertaken under a permit to work system, additional control measures and requirements will be needed, refer to *OSHAD-SF – CoP 21.0 – Permit to Work Systems*.
- (e) The entity should inform the contractor of what the audit and inspection plans are for the contract as part of the pre tender information so he is fully aware and also to allow them to include any additional requirements within his own systems, costs or resources (see section 3.1.3). Further the entity may also decide that they will undertake random unplanned inspections on the works,
- (f) It is important that the work is inspected to ensure that the safe systems of work and risk assessments that the supplier provided are being followed and correctly implemented. The contractor's staff should be questioned on site to ensure they are aware of the content of the risk assessments and the actions they should take to mitigate any risks.

- (g) Other stakeholders, such as the finance or security, should also be asked for feedback on the contractors' performance during the works. This should also be gathered and used as part of the evaluation of performance.

### 3.5.1 Key performance Indicators

- (a) As part of the contract that has been agreed between both parties, several Key Performance Indicators (KPI's) should have been defined. As a minimum these will include the KPI's that are defined within *OSHAD-SF – Mechanism 6.0 – OSH Performance Monitoring and Reporting*.
- (b) The entity should ensure that the contractors' performance against these KPI's is regularly measured and also that feedback is given to ensure they are aware of their current performance.

### 3.5.2 Contractor Meetings

- (a) Depending on the length and complexity of the contract, the entity may also wish to hold regular meetings with the contractor to discuss performance and any ongoing issues. These meeting can be a valuable tool to ensure that contracts run smoothly and all parties are aware of any issues.
- (b) For longer fixed contracts, such as cleaning services etc., it is good practice to meet with the contractor at least four times a year. The frequency of these meetings should be defined by the risks and complexity of the works being undertaken.
- (c) The following issues should be considered when meeting with contractors:
- (i) key performance Indicators;
  - (ii) results of audits and inspections;
  - (iii) incidents;
  - (iv) ongoing issues / remedial actions;
  - (v) feedback from other suppliers; and
  - (vi) future planned activities (both from the entity and contractor).

### 3.6 Commissioning

- (a) Depending on the works that have been undertaken, the entity shall ensure that all activities related to the commissioning of plant and equipment are undertaken by trained and competent persons and that prior to any activities being undertaken, the contractor has full documented operating procedures for the commissioning activity.
- (b) The commissioning procedures shall document a logical progression of steps necessary to verify that installed plant is fully functional and fit for purpose.
- (c) These procedures shall include the following steps (not an exhaustive list):
- (i) permit to work procedures;
  - (ii) isolation (Lock-out / Tag-out) procedures;
  - (iii) restrictive access;



- (iv) operator training and competency;
- (v) system configuration check;
- (vi) calibration of vessels and instrumentation;
- (vii) start-up protocol;
- (viii) shut-down protocol;
- (ix) chemical (live) trials; and
- (x) handover.

### **3.7 Contract Close Out**

- (a) Upon completion of the works or end of the contractual period, the entity shall ensure that all OSH requirements have been complied with and all necessary records have been handed over by the contractor. This list of records will be dependent on the scope of works that was undertaken and could vary from a complex operating manual for a piece of machinery through to simple time keeping records for staff.
- (b) The entity should also ensure that the area of the works has been returned to the original state or to an agreed condition.



## 4. References

- *OSHAD-SF - Element - 2 – Risk Management*
- *OSHAD-SF - Element 3 – Management of Contractors*
- *OSHAD-SF - Element 5 – Training, Awareness and Competency*
- *OSHAD-SF - CoP 21.0 – Permit to Work Systems*
- *OSHAD-SF - Mechanism 5.0 – OSH Requirements for Medium Risk Entities*
- *OSHAD-SF - Mechanism 6.0 – OSH Performance Monitoring and Reporting*

## 5. Document Amendment Record

Version	Revision Date	Description of Amendment	Page/s Affected
3.0	1 <sup>st</sup> July 2016	Change of Logo	All
		Change from AD EHS Center to OSHAD	throughout
		Change of document title: AD EHSMS RF to OSHAD-SF	Throughout
		EHS changes to OSH	Throughout

