



Rochester Site Requirements For Contractors and Subcontractors

EASTMAN KODAK COMPANY

The Rochester Site Requirements document is a controlled document.
No changes can be made.
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1.0 **INTRODUCTION**

- 1.1 All Contractors and Subcontractors performing services for Eastman Kodak Company ("Kodak") or for any other party, whether or not related to Kodak, on a Kodak Rochester Site, either owned or operated by Kodak, are required to provide these services in accordance with the requirements provided herein.
- 1.2 Each Contractor and Subcontractor has the responsibility to inform their employees and agents accessing a Kodak Rochester Site that these requirements are to be strictly observed. A violation of any applicable requirements by a Contractor or Subcontractor, or its employees or agents, will constitute a default under the contract pursuant to which Kodak, directly or indirectly, granted the right of access to the Kodak Rochester Site and will result in dismissal, contract termination, or other appropriate action by Kodak to remedy such default.
- 1.3 Kodak reserves the right to update and modify the requirements contained herein from time to time, and shall apply to such Contractors and Subcontractors with the same force and effect as the original requirements.
- 1.4 If the Contractor or Subcontractor, or any of its employees providing services to Kodak at any Kodak Rochester Site, fails to comply with these requirements, Kodak shall have the right, in Kodak's sole discretion, to temporarily or permanently remove the Contractor's or Subcontractor's employee from Kodak's property. In addition, any such failure could result in the termination of business with the Contractor or Subcontractor.

2.0 **DEFINITIONS**

- 2.1 **Kodak Rochester Site:** Property and facilities located in the greater Rochester, New York area which are owned and/or operated by Kodak.
- 2.2 **Contractor:** Any person, firm, or other third party hired to perform service for Kodak or any other party on a Kodak Rochester Site.
- 2.3 **Subcontractor:** Any third party which directly or indirectly contracts with a Contractor or Subcontractor to perform work on a Kodak Rochester Site.
- 2.4 **Kodak Representative:** The Kodak employee responsible for the oversight of a project or service performed by a Contractor or for managing the relationship between Kodak and the Contractor.
- 2.5 **Kodak Contract Agent:** The Kodak Purchasing representative (Commodity Manager) who negotiates an agreement with a non-Kodak company to provide services for Kodak, either on or off Kodak property.

3.0 COORDINATION AND COMMUNICATION BETWEEN KODAK AND CONTRACTORS AND SUBCONTRACTORS

- 3.1 All Contractors shall work under the direction of an assigned Kodak Representative. The Kodak Representative is the prime communication link between Contractors and Kodak.
- 3.2 The Kodak Representative shall be designated in the contract or purchase order between the Contractor and the Subcontractor, or otherwise communicated by Kodak to the Contractor or Subcontractor in writing.
- 3.3 Kodak will provide information only in English.
- 3.4 All Contractors, Subcontractors and their employees working at any Kodak Rochester Site must be able to understand spoken English well enough to comprehend basic emergency warnings such as; stop, keep out, etc.
- 3.5 Contractors and Subcontractors will provide an adequate number of bilingual employees to communicate with their non-English speaking employees working at any Kodak Rochester Site. This person must maintain contact with and communicate important HSE information and other project requirements to the Contractor's and Subcontractor's non-English speaking employees.
- 3.6 Some departments, because of the sensitive nature of their operations, may require that all Contractors and Subcontractor's employees be fluent in speaking and reading English.

4.0 KODAK RULES OF CONDUCT

- 4.1 Personal conduct is the driving force for maintaining an environment that is free from pressures and diversions that are not appropriate for a work setting. All employees and agents of all Contractors and Subcontractors are required to know and follow Kodak's Rules of Conduct, set forth in Sections 4.1 through 4.10 hereof, while on Kodak Rochester Sites.
- 4.2 Contractors and Subcontractors shall know and follow Health, Safety and Environmental rules and procedures, detailed herein.
- 4.3 There shall be NO SMOKING at any Kodak Rochester Site, including all electronic smoking devices. Several exceptions do exist; contact the Kodak Representative for further information.
- 4.4 No firearms, explosives or other weapons or dangerous devices shall be brought onto or used at any Kodak Rochester Site at any time.
- 4.5 No person shall use, manufacture, sell, distribute or possess alcoholic beverages, illegal drugs or other illegal chemical substances on any Kodak Rochester Site, nor shall any person report to work or enter any Kodak Rochester Site at any time under the influence of alcoholic beverages or illegal drugs.
- 4.6 No person shall engage in fighting, horseplay or gambling, on any Kodak Rochester Site.
- 4.7 There shall be no theft, unauthorized use, removal, destruction, falsification, or defacing of Kodak products, records, or property.
- 4.8 There shall be no unauthorized disclosure of Kodak information.

- 4.9** No person shall perform solicitation, in any manner or form, on any Kodak Rochester Site.
- 4.10** There shall be no conduct (verbal, non-verbal, physical or sexual) which may be perceived by others as harassing, threatening, discriminatory or offensive on any Kodak Rochester Site.

5.0 EOE & HARASSMENT POLICY

- 5.1** Each Contractor and Subcontractor and their employees shall comply with Kodak's Equal Opportunity Employment Policy, which can be found online at <http://www.kodak.com/go/eoepolicy>. Each Contractor and Subcontractor shall ensure that each of their employees who are providing services for Kodak is aware of and familiar with Kodak's Equal Opportunity Employment Policy ("EOE Policy"). In the event that a Contractor or its Subcontractor is alleged to have violated the EOE Policy, Contractor will cooperate fully with the Kodak personnel in the investigation of the incident and will provide Kodak with any information in Contractor's possession that Kodak deems relevant to the investigation.
- 5.2** The Contractor or Subcontractor shall also:
- 5.2.1 Provide Kodak with the name of a Contractor or Subcontractor contact person to whom Kodak can refer complaints
- 5.2.2 Upon Corporate Security request, inform Kodak of the steps taken to investigate allegations that a Contractor or Subcontractor employee has engaged in acts of harassment, whether the investigation indicates that the allegations are true, and whether disciplinary action was taken.
- 5.2.3 Work cooperatively with Kodak to investigate situations involving employees of Kodak and the Contractor or Subcontractor.

6.0 HEALTH, SAFETY AND ENVIRONMENT

- 6.1 Health, Safety and Environmental Policy:** At Kodak Rochester, we are committed to advancing sustainability through health, safety and environmental excellence by:
- Compliance with regulations and corporate initiatives
 - Prevention of pollution
 - Providing a safe, healthful and injury free workplace
 - Continual improvement of HSE performance, and
 - Collaboration with our partners to create a site that is valued by the community
- 6.2** The Environmental Management System provides common direction to help ensure compliance with corporate and regulatory requirements as well as the requirements to maintain. Kodak's certification under the International Standards Organization ("ISO") 14001.
- 6.3 Compliance:** Each Contractor and Subcontractor shall comply with, and shall ensure the compliance by all its employees and agents, and their respective employees and agents with, all applicable governmental regulations, permits, orders, consent agreements and decrees (including without limitation regulations promulgated or administered by Occupational Safety and Health Act ("OSHA"), Environmental Protection Agency ("EPA")

and the New York State Department of Environmental Conservation (“NYSDEC”) and Kodak HSE requirements.

6.4 Unsafe Acts or Conditions: The Contractor or Subcontractor is required to report and/or correct any observed unsafe conditions. Any consequences shall be borne by the Contractor or Subcontractor with no recourse against Kodak or Kodak employees.

6.5 HSE Training and Medical Evaluation: Each Contractor is responsible to ensure its employees and its Subcontractors have received all HSE training and medical evaluations required by federal, state and local regulations.

6.5.1 In addition to the above, the following HSE training is required for Contractors and Subcontractors working for Kodak:

- Skilled trades and skilled trade’s supervisors must have completed the OSHA 10 hour Construction or General Industry Safety and Health course, depending upon the nature of work to be performed for Kodak, and carry the training verification card. This training verification card must be presented to obtain a Kodak non-Kodak-employee photo identification badge.
- Depending on the type of work being conducted, additional training may be required, for example Hazard Communication and Asbestos Awareness.

6.5.2 Copies of training and certification records must be maintained by the Contractor and Subcontractor and will be made available to Kodak upon request.

6.6 HSE Performance Requirements:

6.6.1 The HSE program and performance demonstrated by Contractors and Subcontractors is part of the selection criteria in Kodak’s awarding of initial and future contracts.

6.6.2 Contractors and Subcontractors will be measured on their HSE performance while working at Kodak. Contractor and Subcontractor performance requirements can be found on the website @ <http://www.kodak.com/go/contractorhse> Contractors and Subcontractors who fail to meet HSE performance requirements will be asked to submit an HSE performance improvement plan and show improvement in their HSE performance to be eligible to continue to work at Kodak.

6.7 Site Orientation:

6.7.1 Contractors shall ensure that all its employees and agents, and the employees and agents of any Subcontractor complete an on line general site orientation prior to reporting for work at Kodak @ <http://www.kodak.com/go/contractorinfo> The program will familiarize the individuals with Kodak’s general policies, company values, codes of conduct, and health, safety and environmental issues. After completing the orientation, a certificate may be printed as verification of successful completion. The certificate must be presented to obtain a Kodak identification badge.

6.7.2 When appropriate, Contractors and Subcontractors will attend a work site specific HSE orientation specifically designed to enable the individual to recognize potential hazards of the area and understand the Kodak requirements

for the work or service being conducted. The work site orientation will be arranged through the Kodak Representative.

6.7.3 Emergency Plans will be reviewed for the job specific sites and buildings prior to beginning work. This includes the location, operation, and significance of emergency equipment. Types of emergency equipment may include: safety showers, eye baths, power disconnects, fire alarm boxes, evacuation signals and hazard or warning communication signs.

6.7.4 Contractors shall ensure that all its employees and agents, and the employees and agents of any Subcontractor evacuate any building or structure when the local evacuation alarm signals are activated.

6.8 HSE Communication:

6.8.1 Orientations, meetings and project specific HSE plans are the primary methods used to provide information to protect people from hazards and provide emergency instructions.

6.8.2 Each Contractor and Subcontractor shall be responsible to document, communicate and ensure an understanding of all HSE requirements to its agents and employees working on a specific project or service prior to the commencement of any project or service at any Kodak Rochester Site.

6.9 Incident Investigations and Reporting:

6.9.1 Contractors and Subcontractors will immediately upon discovery, report to the Kodak Operations and 911, by dialing 911 from a Kodak phone or (585) 722-9911 from a cellular phone all:

- Occupational injuries/illnesses requiring emergency treatment, (including anything involving blood)
- fires (extinguished or not)
- environmental incidents (including spills, blood, mercury, PCB's)

6.9.2 Contractors and Subcontractors must notify their Kodak Representative of any incident or serious near miss within 24 hours. A written incident report describing the incident and identifying root causes and corrective actions taken to prevent future incidents must be prepared by the Contractor and submitted to their Kodak Representative.

6.10 Project HSE Plans: The Kodak Representative will inform Contractors working for Kodak of the:

- Kodak HSE hazards/issues unique to the project area, and
- Kodak HSE requirements of the project that are beyond ordinary compliance.

Upon award of a contract, Contractors working for Kodak will develop and document a plan to execute the work in a way that prevents HSE incidents and maintains compliance. These HSE Plans must be submitted before the start of work and will be reviewed by the Kodak Representative.

6.10.1 Contractors working for Kodak shall ensure that the project-specific HSE Plan is reviewed with all its employees and all Subcontractors working on the specific

project. All Contractors and Subcontractors shall sign the plan signifying they understand the plan and shall comply with all the terms and conditions thereof.

6.11 HSE Compliance Monitoring: Contractors must conduct self-inspections to evaluate safe work habits and behaviors and to ensure compliance. Corrective actions taken as a result of these inspections will be documented and reviewed with the Contractor's employees, Subcontractors and the Kodak Representative. The minimum frequency of the inspections shall be specified in the project HSE Plan. The inspection records shall be maintained in the project file and copies provided to Kodak upon request.

6.12 Equipment and Tools: All Contractors and Subcontractors shall be responsible for the safe operation of any equipment or tools brought on a Kodak Rochester Site. Equipment and tools will:

- Only be used or operated by persons thoroughly trained (in accordance with manufacturer specifications and government standards) and qualified to operate that particular equipment.
- Be in good working order and condition
- Meet all applicable government and industry standards

6.12.1 Kodak shall have the right, but not the responsibility, to inspect or have inspected any such equipment or tools prior to their admission to any Kodak Rochester Site or at any time while they are located on or being used at a Kodak Rochester Site. Controls of safety or hazardous conditions associated with the equipment or tools shall be incorporated into the project HSE Plan.

6.12.2 Kodak shall have no responsibility for any loss or damage to any Contractor or Subcontractor equipment or tools or for the security of such equipment or tools on the Kodak Rochester Site.

6.13 Chemical Use and Safety Data Sheets: Contractors and Subcontractors working on a Kodak Rochester Site must obtain approval through the Kodak Representative and provide a current Safety Data Sheet for any hazardous substance they intend to bring on site. Contractors and Subcontractors must have current Safety Data Sheets readily available for any hazardous substances that they are using and must comply with applicable federal, state and local laws/regulations regarding the use and storage of hazardous materials.

6.14 Hazardous Materials: Flammable or combustible liquids in excess of 25 gallons, compressed flammable gases in excess of one 1A cylinder, liquefied flammable gases in excess of 20 pounds or bulk tanks of any sort may not be brought on Kodak property without prior approval of the Kodak Representative and Kodak Risk Engineering (or Kodak Fire Department). Storage of multiple containers of any of these hazardous materials on Kodak premises must be reviewed by the Kodak Representative and Kodak Risk Engineering (or Kodak Fire Department) prior to the start of work. Storage locations, labels and containers will be designated in the project HSE plan. Storage and use of hazardous materials must comply with the New York State Code to which the certificate of occupancy has been issued (NFPA 30 Table 6.2.3 and New York State Building Code Table 307.7).

6.15 Asbestos Free Materials and Suspect Materials: Material of any kind intended for installation on Kodak property or for use by a Contractor or Subcontractor shall be free of all asbestos containing materials. Contractors shall ensure that all SDS (Safety Data Sheets) are available to Kodak to review/verify that materials are asbestos free, upon request. Contractors shall comply with all regulatory asbestos requirements and will not disturb any suspect material without prior inspection and testing.

6.16 Lockout/Tagout (Control of Hazardous Energy): No Contractor shall perform any work requiring lockout/tagout on Kodak equipment or facilities without obtaining approval from their Kodak Representative before the work begin.

6.16.1 The Kodak Representative will consult with the Contractor and together they will determine whether Kodak and the Contractor will share the responsibility for lockout/tagout or whether the Contractor will have the responsibility for all aspects of lockout/tagout.

6.16.2 Kodak is available to provide existing information to the Contractor to allow the Contractor to prepare and implement its lockout/tagout program. This information may be applicable to machinery, equipment or system operations, layouts, location of components and any available historical information unique to Kodak's experience.

6.15.3 The Contractor will ensure its employees and Subcontractors have the training, experience and knowledge to perform lockout/tagout and that they are informed of and comply with the project lockout/tagout requirements.

6.17 Permits, Requests and Approvals: A permit, request or approval is required for certain activities on Kodak Rochester Sites. The Kodak Representative (or designated individual) will identify the need and assign the responsibility for obtaining the permit, request or approval using the "HSE Requirements for Contractors", "Contractor Safe Work Permit" or the "Building Specific HSE Information" forms. The Contractor or Subcontractor is responsible to work with the Kodak Representative (or designated individual) to acquire the permit, request or approval and to understand and follow the requirements defined on the permit, request or approval.

6.17.1 Site, building, facilities and utilities related permits, requests and approvals:

- Asbestos Survey Request
- Building Electrical Inspection Request
- Cutting & Coring Structural Elements Work Permit
- Electrical Feeder Circuit Breaker Operation Request
- Electrical Panel Directory Update Request
- Excavation Permit Request
- Lifewalk Request
- Mobil Cranes Request
- New Electrical Service Request
- Outside Signage Request
- Pest Control Request
- Plumbing Authorization Request
- Railroad Permit (for working on or near railroad tracks)
- Relocation or Removal of Electrical Equipment Request
- Rigging Request
- Rochester Site Roadblock Request
- Roofing Services Request
- Scaffolding Request

- Site-Asphalt, Curb, Fence, Rail, Post , Lawn Request
- Site-Survey Request
- Stake Out Utilities Request
- Temporary Power Permit
- Trailer Request (for placing trailer on Kodak Rochester Sites)
- Utility Disconnect Request

6.17.2 HSE related permits, requests and approvals:

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- Safety Data Sheets (SDS) Request
- Industrial Sewer Usage Request (Kodak Waste Information Characterization KWIC)
- Waste Disposal Request

6.17.3 Fire and Security permits, requests and approvals:

- Confined Space Permit
- Sprinkler Riser Shutdown Permit
- Sprinkler Approval
- Authorization to Take Pictures
- Open Flame/Hot Work Permit

6.17.4 Open Flame/Hot Work permits are required for any heat, sparking or open flame work. This includes but is not limited to:

- abrasive cutoff wheels on metals
- bitumen heating kettles
- blow torches
- electric heating irons and Thermogrip soldering tongs
- flameless heat guns
- hand held band saws generating sparks
- heated bitumen tankers
- lead kettles and pots
- salamanders
- welding

Fire watch assignments may be required on certain open flame/hot work jobs as determined by the Kodak Fire Department and arranged by the Kodak Representative.

Only carbon dioxide and water fire extinguishers are permitted on Kodak Rochester Sites. "ABC All Purpose" or dry chemical extinguishers are not permitted for use on Kodak Rochester Sites, unless specific permission is granted by the Kodak Fire Department or Risk Engineering Department.

- 6.18 Process Safety Management:** Kodak will inform Contractors of all work on processes covered by the OSHA 1910.119 Process Safety Management Standard. The Kodak Representative will ensure that Contractors working for Kodak are made aware of the hazards relating to the process and the applicable Kodak Process Safety Management program requirements. The Contractor will document that its employees and Subcontractors have received training and understand the hazards of the process and the safe work practices required on the project.

- 6.19 Personal Protective Equipment and Emergency Equipment:** Contractors and Subcontractors working on a Kodak Rochester Site will provide any personal protection equipment and emergency equipment for its employees as required by government regulation and as specified in contract documents and the project's HSE Plan, Contractor Safe Work Permit, or Standard Operating Procedures.

6.19.1 Contractors and Subcontractors working on any Kodak roadway shall, at all times, wear visibility clothing/vest.

- 6.20 Electrical Work:** The Contractor is responsible to ensure its employees and Subcontractors comply with all applicable electrical safety requirements.

6.20.1 Each Contractor must comply with: 29 CFR 1910 Subpart S, 29 CFR 1926 Subpart K, National Electrical Code (NFPA 70), Electrical Safety Requirements for Employee Workplaces (NFPA 70E), local codes and requirements, Kodak engineering standards and practices. The Contractor and Subcontractor shall be responsible for providing "Qualified Persons" as defined by the above regulations. Electrical Contractors working for Kodak must include, in their HSE program document, a description of how they train and utilize "Qualified Persons".

6.20.2 All new, revised, modified, or relocated electrical installations at any Kodak Rochester Site must be inspected by Kodak's electrical methods group before completion of the project. As required by your Kodak Representative, inspections shall also take place periodically during any electrical work. Contractors shall contact their Kodak Representative to arrange these inspections at least 48 hours prior to starting any electrical work. Kodak's electrical methods group has an agreement with the authority having jurisdiction in both the City of Rochester and the Town of Greece to perform the required electrical inspections.

- 6.21 Plumbing Work:** The Contractor is responsible to ensure its employees and Subcontractors comply with all applicable requirements, codes and standards for plumbing work on building drainage, sewer, or potable water systems. All new, repaired, modified or dismantled plumbing systems at any Kodak Rochester Site must be inspected by Kodak's licensed plumbing inspector before completion of the project. As required by your Kodak Representative, inspections shall also take place periodically during any plumbing work. Contractors shall arrange these inspections at least 48 hours in advance.

- 6.22 Radiation Sources:** Radioactive material shall not be brought onto Kodak property or buildings without prior approval from the Kodak Radiation Safety Officer. This especially applies to high-intensity radiography sources used for welding inspection and other purposes. For Contractors and Subcontractors with a valid radioactive material license from the New York State Department of Labor, approval and arrangements can be made with the Kodak Radiation Safety Officer, EK Representative and the Operating Department in advance to allow routine use of licensed radioactive material.

- 6.23 Rigging:** Contractors or Subcontractors may not rig from a Kodak owned structure for any purpose including fall arrest protection without approval from their Kodak Representative.

- 6.24 Scaffolding:** All scaffolds used by Contractors and Subcontractors must be designed by a qualified person and erected by trained workers under the direction of a competent person. Scaffolds must be inspected before each work shift by a competent person. Scaffolds may not be removed or altered without the approval of the company erecting the scaffold. The name and phone number of the competent person responsible for the scaffold must be posted on the scaffold.
- 6.25 Vehicle Safety Rules:** All Contractors and Subcontractors must comply with all New York State vehicle and traffic laws and the following while on Kodak property:
- Seatbelts must be worn by all drivers and passengers in all vehicles being operated on Kodak premises when vehicles are so equipped.
 - Personnel shall not ride in any compartment not intended for passenger occupancy.
 - Pedestrians in marked life walks should be given right of way at all times.
 - Smoking is not permitted in vehicles while on Kodak premises.
 - Individuals will drive and park in a safe manner and obey speed regulation signs and site conditions. Parking is allowed only in designated spaces. Drivers shall back vehicles into parking spaces if the parking space is perpendicular to a Kodak Park road.
 - Vehicles are subject to inspection by Kodak's security staff at any time.
 - When driving vehicles not equipped with automatic backup alarms, the driver will sound the horn prior to and during backing up.
 - The use of hand-held devices is prohibited while driving on Kodak property.
- 6.26 Housekeeping:** Contractors and Subcontractors are expected to keep work areas clean and maintained in an orderly manner as the job progresses. Tools, equipment and materials should be stored in a stable and secure position to prevent rolling or falling. Do not block aisles, exits or create trip hazards. Do not dispose of any material into sewers or lugers without the approval of the Kodak Representative (see paragraph 6.27).
- 6.27 Waste Management:** Disposal of wastes and/or wastewaters from Contractor and Subcontractor work sites must be in accordance with the requirements of 6.27 unless otherwise specified in the contract, and comply with applicable federal, state and local laws and regulations.
- 6.27.1 Contractors and Subcontractors are responsible for the proper characterization, containerization, segregation, storage and disposal of all waste(s) generated from chemicals and/or materials brought onto Kodak Rochester Sites by Contractors and Subcontractors.
- 6.27.2 Kodak is responsible for proper characterization, containerization, segregation, storage and disposal of all waste(s) generated by Contractors and Subcontractors from Kodak owned chemicals and materials.
- 6.27.3 Waste disposal requirements must be defined in the Contractor's HSE plans, Safe Work Permit, or as specified in the Building Specific HSE information document.
- 6.27.4 Contractors and Subcontractors are required to provide Resource Conservation and Recovery Act ("RCRA") training to their employees, as necessary.
- 6.27.5 Contractors and Subcontractors must clean up daily all waste and/or debris in accordance with the contract terms and conditions.

- 6.28 Air Emissions:** Air emissions at the Eastman Business Park site are regulated by an air emissions permit issued by the New York State Department of Environmental Conservation. Contractors and Subcontractors have the responsibility to comply with the terms of this permit when involved in any of the permitted activities. Contractors and Subcontractors are subject to the same sanctions as Kodak for any violations of the permit they are involved with. All Contractor and Subcontractor work on or around any air emissions equipment (e.g., exhaust fans, stacks, chimneys, ductwork, scrubbers, dust collectors, electrostatic precipitators) must be reviewed in advance with the Kodak Representative to ensure compliance with the permit.

7.0 EQUIPMENT AND TOOLS

- 7.1** Kodak shall have no responsibility for any loss or damage to any Contractor or Subcontractor equipment or tools or for the security of such equipment or tools on the Kodak Rochester Site.
- 7.2** Kodak Owned (including Kodak leased): Except as specifically authorized in a written agreement executed by an authorized representative of Kodak, the use of Kodak-owned tools or equipment by a Contractor or any other non-Kodak employee is prohibited. Where Kodak owns a particular tool or, piece of equipment, that is required for a unique application and is not otherwise accessible to the Contractor expected to perform the application, the Contractor shall negotiate the terms and conditions of the use of such Kodak-owned tool or equipment with the Kodak Contract Agent responsible for the requesting Contractor's purchase order. At a minimum, an "Equipment Rental Agreement", holding Kodak harmless and indemnifying Kodak will be required by the Kodak Contract Agent. Additional conditions to the use of the tool or equipment, such as insurance certificates and training verification are the decision of the Kodak Contract Agent and copies of any required documents will be provided to the Kodak Contract Agent prior to the use of any tool or piece of equipment.
- 7.3** Explosive activated tools must be approved by the EK Representative prior to commencement of work.

8.0 PHOTOGRAPHICALLY SENSITIVE ENVIRONMENTS

- 8.1** These requirements apply to non-Kodak employees working in or having access to any area within Kodak Rochester Sites which Kodak designates as a photographically sensitive environment (PSE). Kodak will inform any Contractors and Subcontractors if its contemplated scope of work is expected to cause it to use or have access to any photographically sensitive area.
- 8.2** Development and manufacture of high quality photographic products require an environment that is essentially free of all dirt and potentially harmful materials. Some chemicals are so photographically active that even trace amounts cannot be tolerated.
- 8.3** Contamination is any material, substance, or radiation that can adversely affect the appearance or performance of a product. Blood, mercury, iodine, many sulfur compounds, concrete dust, lint, skin particles and metal filings are examples of common contaminants of concern. Particles of these materials are easily transported from place to place by air currents, clothing, shoes, toolboxes, etc. Only Kodak-approved apparel shall be worn in photographically sensitive areas.
- 8.4** All material of any kind intended for use in a PSE must be tested by Kodak for photoactivity. Testing is intended to ensure that materials will not chemically interact with

photographic film, paper or their components. If there is ANY question about the photoactivity of a particular material, the material should be tested before use. Each Contractor and Subcontractor shall, as a condition to admission to any photographically sensitive environment, cooperate fully with Kodak in the carrying out of Kodak's ongoing program of testing materials introduced into and regularly used in PSEs, and Kodak shall be entitled to conduct and administer such testing program in its sole discretion and may change the manner in which such program is conducted at any time.

- 8.5** Some manufacturing and research areas involve spaces that maintain partial or total darkness. These areas are extremely sensitive to light emission which can cause photographic effects that can damage or destroy Kodak products or materials. Care must be exercised by all Contractors and Subcontractors working in, or passing through, light sensitive areas to avoid accidental light emissions (including infrared and X-ray) from flashlights, pagers, cellular phones and wrist watches or other glow-in-the-dark items and materials. Any light-emitting device transported into a light sensitive area must first be approved by local Kodak supervision or management.
- 8.6** All Contractors and Subcontractors working in areas of partial or total darkness must follow local building safety requirements and practices to maintain safe working conditions including entering and exiting dark areas, transporting equipment, emergencies, safe-light and light-lock usage.

9.0 PHOTOGRAPHS AND DIGITAL IMAGES ON KODAK PROPERTY

- 9.1** Contractors or Subcontractor must obtain Operational Department approval prior to taking of photographs, digital images, or sound and video recordings, including cellular phone images. If you are uncertain or have a question about these areas, contact your EK Representative.

10.0 CELLULAR AND OTHER WIRELESS COMMUNICATIONS

- 10.1** Information which is classified by Kodak as Restricted or Confidential Controlled Distribution information ("Kodak Classified Information") must not be discussed, accessed or transmitted by any Contractor or Subcontractor or any other person using cellular devices, portable devices, wireless LANs, wireless modems, pagers, 1-way radio systems or 2-way radio systems unless a point to point scrambler is used or the information is encrypted.
- 10.2** The use of hand-held devices is prohibited while driving on Kodak property.

11.0 PERSONNEL AND VEHICULAR ACCESS TO ROCHESTER PLANT SITES

- 11.1** Any Contractor or Subcontractor requiring access to any Kodak Rochester Sites (walk-in or drive-in), must obtain access authorization from their Kodak Representative in accordance with site access policies and standards as defined by the Site Contracting Office. Requests for drive-in vehicle passes (for Eastman Business Park or other restricted access roadways or parking areas) should be directed to their Kodak Representative. All drivers must possess a valid driver's license.
- 11.2** Contractors and Subcontractors will be permitted to bring motor vehicles onto the Eastman Business Park site or other restricted access areas only to the extent required for support of the contract services. All Contractor and Subcontractor vehicles that have more than 4 wheels, using restricted access areas at a Kodak Rochester Site will be

identified from the outside, on both sides of the vehicle, with signs no smaller than one foot by one foot, clearly identifying the represented company.

- 11.3** Operation of all vehicles by Contractors and Subcontractors or their employees or agents will be in accordance with Kodak Vehicle Access and Traffic Control Standards, as well as the rules governing vehicles in Section 6.25 Health, Safety and Environmental.
- 11.4** Personal vehicles are prohibited on the Eastman Business Park Site unless requested through Kodak Representative and approved by Site Security. Numerous lots surrounding the perimeter of Kodak sites are available for Contractor and Subcontractor parking. Parking arrangements will be coordinated by the Contractor's Kodak Representative.
- 11.5** Any individual having access to any Kodak Rochester Site shall, at all times when present at any such Site, prominently display on his/her exterior clothing an identification badge which has been issued by Kodak. All Contractor or Subcontractor employees or agents requiring on-site access for greater than 10 business days will be issued a Kodak non-employee photo identification badge clearly identifying the individual and the company they are representing. The individual will prominently display the badge at all times while on any Rochester Site.
- 11.6** Contractor or Subcontractor employees or agents requiring on-site access who do not possess a Kodak non-employee photo identification badge will be issued a temporary identification badge and must be escorted while on the Kodak Rochester Site by their Kodak Representative or authorized designee.
- 11.7** All Contractors and Subcontractors receiving a Kodak non-employee photo identification badge must complete the on line Kodak Rochester general site orientation @ <http://www.kodak.com/go/contractorinfo> provided by Kodak prior to being permitted access to a Kodak Rochester Site.
- 11.8** Contractors and Subcontractors may be limited to enter a specific Kodak Rochester Site, gate, building or door.
- 11.9** Any persons (including previous Kodak employees) removed from any Rochester Site for due cause, may not be permitted access to that site or any other Kodak Rochester Site in the future.
- 11.10** Any Contractors, Subcontractors whose employees access any Kodak Rochester Site, shall provide to the Kodak Representative the name of the individual within its company who will serve as Access Coordinator. Duties of the Access Coordinator include (a) immediate reporting to Kodak of any terminated employee with access to any Kodak Rochester Site (b) monitoring and management of expiration and renewal dates for Kodak non-employee photo identification badges, employee HSE orientations, and company assigned drive-in passes (c) submission of required HSE data to Kodak and (d) identification of employees spending more than fifty percent (50%) of his or her time in sales or marketing activities with Kodak. Kodak may request summary reports from time to time for compliance and verification.
- 11.11** All Contractors and Subcontractors passing through an electronically controlled ingress or egress point shall present their Kodak non-employee photo identification badge to the controlling card reader regardless of the door condition (i.e., held open, mechanical malfunction, etc).

12.0 ACCESS TO INFORMATION TECHNOLOGY INFRASTRUCTURE

- 12.1** Contractors and Subcontractors are required to provide their own information technology and information services (IT/IS) services, including but not limited to telecommunication cables, telephone service, cellular service, paging service, internet service, audio conferencing service, voice mail services, electronic mail services, desktop services, other computing services, etcetera.
- 12.2** If it is necessary to utilize Kodak's IT/IS infrastructure services, a "Use of Kodak's IT/IS Infrastructure by non-Kodak Companies" form must be completed and approved. To access Kodak's IT/IS network services, a "Network Connection Exception Agreement" form must be completed and approved.

13.0 SITE VISITS BY REGULATORY AGENCIES

- 13.1** Should any governmental or regulatory agency contact a Contractor or Subcontractor to request or demand access to any Kodak Rochester Site for any reason, the Contractors and Subcontractors shall notify the Kodak Representative immediately. The Kodak Representative will coordinate all arrangements between Kodak and the agency. Kodak has the right to have a representative present at all such site visits by government or regulatory agency personnel.

14.0 RECORDS MANAGEMENT

- 14.1** Kodak is required by federal and/or state law or by current company practices to create and maintain business records of various types for defined periods of time. Specific requirements for creation and maintenance of business records by Contractors and Subcontractors may be required in the agreement or purchase order which authorizes the Contractors and Subcontractors to commence work on behalf of or at the request of Kodak.

15.0 OBTAINING REGULATORY PERMITS FOR CONTRACT WORK

- 15.1** Kodak will obtain all governmental building, zoning, electrical and other similar permits and approvals for any work being performed on the Kodak Rochester Site by a Contractor or Subcontractor unless Kodak directs otherwise. Each Contractor and Subcontractor must notify Kodak, in writing, of all governmental permits and approvals required by the Contractor and Subcontractor.
- 15.2** Contractors and Subcontractors shall not contact any governmental agency on behalf of Kodak without advance written authorization by Kodak.
- 15.3** Except as otherwise provided in the contract or agreement between Kodak and the Contractor, Kodak will schedule and conduct all required inspections with federal, state and local agencies.

16.0 CONTRACTOR QUALITY CONTROL

- 16.1** **Contractor/Subcontractor Project Specific Quality Control Plans:** Contractors and Subcontractors providing construction and maintenance skilled trades and other site support services are required upon request to submit project specific Quality Control Plans to the Kodak Representative (or his or her designee) prior to the delivery of any

services or activities. At a minimum, project specific plans should contain the following: (a) Date of submission (b) Name of Kodak Representative or his or her designee (c) Title of project or service (d) Detailed scope of work (e) Steps that will be taken and documented, to verify that the service provided meets the scope identified (f) Inspection personnel and frequency of inspections (g) Where applicable, identification and documentation of Control of Special Processes.

16.2 Welding Process Control, Pressure Vessels: Welding activities performed for Kodak Rochester Site shall be in accordance with approved written procedures and must be conducted by a Contractor or Subcontractor that is approved by the Kodak Welding Code Compliance Manager. It is understood that such approval may be granted or denied at the sole discretion of Kodak. The Contractor or Subcontractor shall ensure that qualification records for each welder used by such Contractor or Subcontractor are current and all supporting documentation must be submitted to the Kodak Welding Code Compliance Manager for prior approval. In addition to providing qualified welders, Contractors and Subcontractors shall provide qualified and certified welding inspectors who must be someone other than the welder actually performing such work. Contractors may qualify and certify their own welding inspectors or they may utilize a Kodak approved independent 3rd party inspection agency. Each Contractor and Subcontractor must submit a completed and approved copy of a Contractor/Vendor Welding Submittal Form to the Kodak Welding Code Compliance Manager (or his or her designee) prior to the execution of any welding activities on Kodak Rochester Sites. The above requirements apply to materials fabricated off site and delivered to Kodak Rochester Sites for installation and materials fabricated and installed on Kodak Rochester Sites.

16.3 Welding Process Control, Process Piping: Welding activities performed for Kodak Rochester Site shall be in accordance with approved written procedures. It is understood that such approval may be granted or denied at the sole discretion of Kodak. The Contractor or Subcontractor shall ensure that qualification records for each welder used by such Contractor or Subcontractor are current and have all supporting documentation. In addition to providing qualified welders and at the discretion of a Kodak Representative, Contractors and Subcontractors shall provide qualified and certified welding inspectors who must be someone other than the welder actually performing such work. Contractors may qualify and certify their own welding inspectors or they may utilize a Kodak recommended independent 3rd party inspection agency. The above requirements apply to materials fabricated off site and delivered to Kodak Rochester Sites for installation and materials fabricated and installed on Kodak Rochester Sites.

16.3.1 Welding of load bearing, non-load bearing and non-pressure retaining items ("non-critical welding") require qualified welders and shall be performed to a written process or procedure. This applies if a weld were to fail or leak, none of the following would occur:

- Injury, bodily harm or future health problems
- Result in significant economic loss
- Violate a law or regulation
- Result in an environmental release

17.0 COMPULSORY SITE SERVICES

17.1 Food Service Provider: It is acknowledged that Kodak has an exclusive agreement with a specific food service provider at each Kodak Rochester Site. Each Contractor and Subcontractor shall have the right to use the food service provider selected by Kodak to provide such food services to the Contractor and Subcontractor and its respective

employees and invitees at each Kodak Rochester Site. Except for the permitted food service provided, Contractors and Subcontractors shall not have the right to allow other food service provider's access to any Kodak Rochester Site.

18.0 PROOF OF INSURANCE REQUIREMENTS

Supplier shall maintain insurance covering all risks of loss of or damage to real and personal property (other than property of Client) under the care, custody or control of Supplier, its employees, officers, directors, agents, representatives, and subcontractors in the following types and minimum amounts:

- Workers' Compensation or State Approved Self-Insurance – Statutory Coverage (by state/jurisdiction)
- Employers' Liability - \$500,000 per accident or injury
- Commercial General Liability (including products, completed operations, and contractual liability - \$5,000,000 per occurrence, combined single limit or \$5,000,000 bodily injury and \$5,000,000 property damage per occurrence
- Comprehensive Automobile Liability (owned, hired, and non-owned) - \$1,000,000 combined single limit, or \$1,000,000 bodily injury and \$1,000,000 property damage
- Professional Liability or Errors and Omissions (if professional services or design services are provided) - \$5,000,000 per occurrence
- Cyber Liability (including Network Security Liability and Privacy Liability) - \$10,000,000 per occurrence

Supplier's insurance shall contain a waiver of subrogation against Client, its employees, officers, directors, agents, representatives and subcontractors. Any failure by Supplier to carry insurance shall not impose any liability on Client for any loss of or damage to such property. Client shall be named as an additional insured under Supplier's Commercial General Liability insurance. All insurance provided by Supplier shall be primary to and non-contributing with any insurance provided by Client, as respects the liability of Supplier under this Agreement. Supplier shall obtain all such insurance with a company or companies having an A.M. Best rating of at least A- VII or better. Required amounts of insurance may be satisfied by any combination of primary and excess or umbrella policies as long as the coverage in each policy complies with the insurance requirements of this Agreement. For any insurance that is written on a Claims Made rather than an Occurrence based policy form, insurance must continue to be maintained for at least five (5) years after the expiration of this Agreement. If Supplier subcontracts any portion of this Agreement, it shall direct each subcontractor to maintain insurance of the types and in the amounts set forth herein. Supplier shall be responsible for the consequences of any failure of any subcontractor to maintain such insurance. Supplier's liability shall not be limited to the insurance required as part of this Agreement.

Prior to the commencement of work, Supplier shall provide Client with a Certificate or Certificates of Insurance providing evidence of the above referenced insurance. Renewal certificates shall be provided at the anniversary of each insurance policy, or upon the replacement of any insurance. Supplier must notify Client of cancellation or material restrictive amendment to all required policies at least thirty (30) days prior to the effective date of the cancellation or amendment.

If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Supplier shall provide pollution auto coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos endorsement (CA 99 48) and the Motor Carrier Act endorsement (MCS 90) shall be provided evidencing \$5,000,000 combined single limit of coverage or \$5,000,000 bodily injury and \$5,000,000 property damage.

19.0 ROCHESTER SITES NOISE POLICY

- 19.1** All activities at the Rochester Site shall comply with all applicable municipal noise ordinances, and the Rochester Site Noise Policy, which applies to all planned activities

including, but not limited to, routine maintenance, repair, and construction activities.

- 19.2 Activities performed outside of the noise policy guidelines must be approved in advance by Kodak Representative. Additional Kodak approvals may also be required.
- 19.3 Any new construction or modification of existing operations shall not result in increased fence line noise levels.

20.0 **USE OF KODAK SERVICE ORGANIZATIONS**

- 20.1 Except as otherwise authorized in a written agreement executed by a Kodak Purchasing representative, the use of Kodak services and Kodak service organizations by a Contractor, Subcontractor or any other non-Kodak employee shall be negotiated with a Kodak Rochester Facilities representative and the requesting contractor or organization. The associated cost, terms and conditions for the use of the service, holding Kodak harmless and indemnifying Kodak, will be developed by the Kodak Rochester Facilities prior to the use of the service.

21.0 **CONTRACTOR AND SUBCONTRACTOR AUDITS AND INSPECTIONS**

- 21.1 Kodak reserves the right to audit, inspect and approve all Contractor and Subcontractor quality related activities at its sole discretion. Upon request, Contractors and Subcontractors shall provide Kodak with all in-process inspection reports and any supporting documentation at the time of any such audit.
- 21.2 Kodak shall have the right to audit Contractors and Subcontractors to verify conformance with Kodak's HSE requirements (Section 6.0) of this document.
- 21.3 The Contractor shall preserve without charge, all books records, documents and other evidence bearing on its direct cost and expenses under this agreement and relating to the services completed for a period of two (2) years from the effective date of final payment. Kodak shall have the right to audit these records at its expense and at reasonable times and places.

22.0 **SEVERE WEATHER AND NATURAL DISASTER PLAN**

- 22.1** In the event that severe weather or natural disaster conditions create the need for the cancellation or curtailment of operations at any Kodak Rochester Site, the following will occur:
- 22.1.1 Cancellations, curtailments, or postponements will be broadcast on local radio and television stations. Recorded messages will be provided regarding restrictions or shutdowns due to severe weather at 585-724-6107.
 - 22.1.2 During a snow emergency, access to Eastman Business Park will be severely restricted or prohibited to non-essential vehicles to maintain essential production and emergency traffic. Alternative parking will be designated at vehicle entrances.