



HEALTH, SAFETY AND ENVIRONMENT CONTRACTUAL TERMS

Wind & Solar Italy

ERG Group

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1 Scope and purpose

These Health, Safety and Working Environment Conditions (hereinafter referred to as the 'HSE Conditions') govern the Parties' obligations regarding health, safety and the environment in relations between ERG and its Contractors. ERG may act as 'Client' or 'Principal Employer'; henceforth, unless otherwise specified, the term 'Client' refers to both entities.

The HSE Conditions apply to the performance of works, services or supplies by Contractors at construction sites, work sites or offices, warehouses and other facilities operated or owned by ERG. They form an integral part of the contracts and other purchase orders that ERG enters into with Contractors, together with the other contractual documents.

This document allows the Contractor to assess the consistency and the clauses of a possible Contract, as well as the occupational risks for its employees, which ERG indicates for the Contractor's appropriate evaluations and by legal obligation (references are to be found mainly in Italian Legislative Decree no. 81 of 19 April 2008, as amended and supplemented, hereinafter referred to as Italian Legislative Decree no. 81/2008, in relation to the provisions of Article 26 and Title IV of the Legislative source just mentioned).

The HSE Conditions define the minimum standards to be adopted and followed with regard to a professional, proactive and preventive HSE approach to the prevention of occupational accidents and occupational diseases, occupational health, safety, hygiene at work and environmental protection by parties signing and executing contracts for the performance of works and/or services.

The standards defined in these HSE Conditions do not prevail over national legal requirements, whereas in the case of applicable operational requirements in force at the Client's sites/plants, the more stringent and strict requirements prevail.

The procedures for works or services carried out on 'temporary or mobile work sites' or 'in-house contracts' are described below. In this document it is understood that Title IV of the Consolidation Act 81/08 is normally applicable for new constructions, but, it may also be applicable for specific works or services which by their nature and specificity fall within the scope of the aforementioned Title (e.g. replacement of main components in particular conditions and depending on local legislation). This document, which is in any case not exhaustive of the set of legal and company regulations to which the Contractors must adhere, must be brought to the attention of any Subcontractors.

2 Definitions and acronyms

- **ERG:** indicates the specific entity (either ERG SpA directly or one of its subsidiaries forming part of the ERG Group) which is party to the Contract signed with the Contractor.
- **Contract:** means the contract to which these HSE Conditions are annexed, which is entered into between a Contractor and ERG whereby the Contractor undertakes to perform works and/or services and/or supplies against payment, organising the necessary means and with the management at its own risk.
- **ERG Site:** means any office or area, plant, land, temporary or mobile work site, etc. owned by ERG or to which ERG has legal possession, at which the activity covered by a contract or agreement is to be performed.
- **Contractor:** means the natural or legal person or associations thereof with whom ERG carries out works and/or service and/or supply contracts.
- **Contracting Company:** all contractors and subcontractors operating on a work site or in plants and/or offices operated by ERG. Therefore, it is the company which that performs works and/or services or part of them using its own human and material resources. Contractors are also understood to be companies which, following a purchase order for apparatus/plants, operate in any capacity (assembly, supervision, commissioning, testing, assembly assistance) on a work site or in facilities and/or offices operated by the Client.
- **ATI (Temporary Association of Companies):** it is a temporary and occasional aggregation between Companies for the performance of an activity, limited to the period necessary for its completion. With the formation of the temporary association, the member companies, while remaining legally distinct entities, are represented, through the figure of the collective mandate, by one of the member companies, which assumes the role of group leader and undertakes to take care of relations between the grouping and the Client. In the remainder of this document, where "Contractor" is indicated, in the case of a temporary association of companies it means the "temporary association of companies" and its "parent company".
- **Subcontract:** the contract whereby the Contractor entrusts to a third party, in whole or in part, the execution of the works and/or services contracted to it, subject to the Client's authorisation. The Contractor may subcontract part of the work or services to another Company or Independent Person, subject to the specific written authorisation of the Client pursuant to the contract.
- **Self-employed persons:** an individual whose professional activity contributes to the performance of the activities covered by the Contract without the constraint of subordination in full organisational autonomy. The use of Self-Employed Persons by the Performing Companies must be authorized in advance by the Client in the same way as for subcontracts.
- **Professional services of an intellectual nature:** assignments entrusted to third parties (individual or not) in all the various possible forms of legal entity through which they operate (by way of example and not limitation: joint-stock companies, partnerships, associated professional firms, consultants, etc.) and which have the following main characteristics:
 - they involve a decisive contribution to the expected result in terms of intellectual and discretionary content by the third party, primarily expressed in support of the decision-making process on strategic projects and issues;
 - they are characterized, in the expected output, by a substantial and predominant obligation of result, of a specialist or managerial nature, generally expected in the short/medium term.
- **Project Manager:** a person in possession of the necessary technical-professional skills, appointed by the Client, on the basis of the works to be carried out and the professional qualification required by the regulations in force, who is responsible for the overall management of the works in order to ensure the regular operation of the work site.
- **Contract Manager:** the ERG organisational unit in charge of managing the contract with the companies responsible for the execution of works and/or services. The person responsible for the management and applications of the Contract. This Organisational Unit (OU) is identified by the delegated organisational unit upon accreditation of the third party company and subsequent signing of the contract.
- **Procurement:** an ERG organisational unit which ensures the procurement of goods and services for all companies, guaranteeing the effectiveness, efficiency and timeliness of purchasing processes and optimising the relationship between cost and total value of supplies.

- **Contractor Manager:** a person appointed by the Contractor who acts in the name and on behalf of the Contractor.
- **Work Site Manager/Contractor's work site supervisor:** the person with the necessary experience and professionally qualified to represent the Contractor during the absence of the Contractor Manager.
- **Client (ex art. 89, c. 1, lett. b) of Italian Legislative Decree no. 81/2008):** the party on whose behalf the entire works are carried out, regardless of any division of work during its implementation. The definition is relevant within the scope of Title IV of Italian Legislative Decree No. 81/2008.
- **Principal Employer:** person identified within the organisation of the ERG Group companies, responsible for fulfilling the obligations that Article 26 of Italian Legislative Decree no. 81/2008 imposes on the "Principal Employer".
- **Director of Works:** the person in possession of the necessary technical-professional capabilities, chosen by the Client, on the basis of the works to be carried out and the professional qualification required by the regulations in force, for the execution of works with the aim of ensuring the smooth progress of the work site and in charge of the technical, accounting and administrative control of the execution of the works
- **Temporary or mobile construction site (ex Art. 89(a) of Italian Legislative Decree No. 81/2008):** any place where construction or civil engineering work, as described in Annex X of Italian Legislative Decree No. 81/2008 (hereinafter referred to as 'Work Sites'), is carried out.
- **Project supervisor (ex Art. 89(c) of Italian Legislative Decree No. 81/2008):** any natural or legal person responsible for the design and/or execution and/or supervision of the execution of a project, acting on behalf of the Client.
- **Coordinator for safety and health matters at the project preparations stage or 'project coordinator' (hereinafter referred to as 'CSP') (ex Art. 89(e) of Italian Legislative Decree No. 81/2008):** person appointed, by the Client or the Project Supervisor, to perform the tasks referred to in Article 91 of Italian Legislative Decree no. 81/2008 for works falling under Title IV of Italian Legislative Decree no. 81/2008. At the project preparations stage and, in any case, prior to the request for tenders, this person is entrusted with the task of drawing up the Safety and Coordination Plan (PSC) and the Technical File containing useful information for the prevention and protection of risks to which workers are exposed.
- **Coordinator for safety and health matters at the project execution stage or "coordinator for the execution of the works" (hereinafter "CSE") (pursuant to Article 89, letter f) of Italian Legislative Decree no. 81/2008):** subject appointed, by the Client or by the Project Supervisor, to perform the tasks pursuant to Article 92 of Italian Legislative Decree no. 81/2008, for works falling under Title IV of Italian Legislative Decree no. 81/2008. This cannot be the employer of the contractor company or one of their employees or their designated H&S officer. The incompatibilities referred to in the previous sentence shall not apply if the Client and the Performing Company are the same. In particular, the CSE aims to ensure cooperation among the companies' employers, including self-employed persons, coordination of the activities, and the provision of information to each person. In the cases foreseen by Title IV the CSE also draws/updates the PSC. Should the size of the work site require it, he may use workers to assist him in the performance of his duties.
- **Safety and Health Coordination Plan (hereinafter 'PSC') (pursuant to Article 100 of Italian Legislative Decree No. 81/2008):** a technical report and requirements related to the complexity of the work to be performed and any critical phases of the construction process. It gives the indications on "how" the work site must be structured in order to safely carry out the planned work. It is an integral part of the Contract.
- **Combined Risk & Interference Assessment Document (hereinafter "DUVRI") (pursuant to Article 26, c.3, of Italian Legislative Decree No. 81/2008):** document with which the Principal Employer indicates the measures adopted to eliminate or, where this is not possible, to reduce to a minimum the risks of interference between the activities entrusted to contractors and self-employed persons, and their subcontractors, and the activities carried out in the same work place by the Client. This document also certifies that information has been provided to the contracted economic operators on the specific hazards existing in the environment in which they will have to operate and on the preventive and emergency measures adopted. This document is attached to the Contract and must be adjusted as the work, services and/or supplies evolve.
- **Health and Safety Risk Assessment Document (ex articles 17, 28 and 29 of Italian Legislative Decree No. 81/2008):** the specific document for the evaluation and management of health and safety risks, prepared by the Employers of each Contracting Company, relating to all the activities covered by the Contract, identifying and implementing all preventive and protective measures. The Health and Safety Risk Assessment Document must be prepared in compliance with the applicable local safety legislation and must take into account the Contractor's Health and Safety Interference Coordination Document and the

emergency conditions communicated by the Contractor. The Contractor must deliver the Health and Safety Risk Assessment Document to ERG prior to the commencement of the Contract's activities and keep it updated throughout the duration of the Contract.

- **Operational Safety Plan (hereinafter "POS") (ex Article 89, c. 1, lett. h), of Italian Legislative Decree no. 81/2008):** this is the document drawn up by each Employer of Contractors operating on a temporary or mobile construction site. In essence, it represents the assessment of the specific hazards related to the activities that will be carried out on that specific work site.
- **Permit to Work (PtW):** a document by which the client authorises the execution of the work, giving indications on the specific hazards of the environment in which the work is to be carried out and on any safety operations to be carried out before, during and on completion of the work. It is drawn up and managed in compliance with the specific procedures and/or the Client's Health and Safety Coordination Document.
- **Interference:** means a work activity in which several parties (Client/Contractors) operate at the same ERG Site:
 - at the same time, with a direct effect on surrounding activities,
 - at different times, if the effects of the activities carried out by the person working before affect the person working afterwards.
- **Emergency Plans (for the specific site):** rules and emergency plans that are handed over to the Contractor so that they are fully aware of them are able to follow the measures indicated and obtain the necessary information to draw up their own Site Emergency Plan, to be brought to the attention of the staff employed by it in various capacities. Internal Emergency Plans are specific to the sites where the client operates.
- **Area Risks:** risks, specific to the sites and premises where the Client operates, that remain active during the execution of the works and that the Client communicates to the Contractor so that they take them into account in the planning stages of the works/services, in the drafting of the health and safety measures and of the Individual Protection Devices to be used, and in providing the necessary information/training to the staff on site.
- **Incident:** any event in which damage to health/safety, the environment or reputation occurs jointly or separately. Events in which such damage is attributable to the work of contracting companies within ERG Group companies/sites or to the transport of raw materials, semi-finished products, by-products, hazardous goods, finished products and/or waste owned by/accounting for ERG Group companies/sites shall also be considered events.
- **Fatality:** accident causing the death of the injured person.
- **Lost Time Injury (LTI):** an accident that causes damage to health, injury, etc. and leads to at least three days' absence from work.
- **Lost Time Injury Severe (LTI Sev):** an incident that causes damage to health, injury, etc. and leads to at least 30 days' absence from work.
- **Serious injury:** injury with a prognosis of at least 30 days.
- **Restricted Work Case (RWC):** any case in which a person, due to an accident at work that does not result in absence from work (excluding the day of the event) is temporarily unable to perform their job.
- **Medical treatment case (MTC):** this refers to the medical treatment of an injured person by a medical professional who intervenes as a result of an accident without issuing a prognosis for absence from work (in this case it falls under the definition of an injury).
- **Total Recordable Incidents (TRI):** sum of LTI, RWC and MTC.
- **First Aid Case (FAC):** assistance given to a worker following a physical injury due to accidental, violent and external causes of injuries of very low severity that can be remedied by a dressing/medication issued at the work place, then maximum absence from work for the rest of the working day.
- **LTI Frequency Index (LTIF):** number of LTI events with an incapacity of at least one day per million hours worked. Incidents on the path of home and work (commuting) are excluded.
- **Severity index:** number of working days lost (excluding the one in which the injury occurred), related to injuries (commuting excluded) with at least one day's disability, per thousand hours worked.
- **TRI Frequency (TRIF):** sum of LTI, RWC and MTC in relation to one million hours worked.

- **Environmental Incident:** an event in which there is contamination of the soil and/or subsoil, uncontrolled emission into the atmosphere, uncontrolled release of water flow, pollution of ground and surface water, alteration of protected flora, fauna, species and natural habitats, significant and measurable deterioration (direct or indirect) of a natural resource or associated utility. In any case, all events for which notification is made to the competent authorities are to be classified as accidents with damage to the environment.
- **Reputational Incident:** a health, safety and environmental event that caused reputational damage or has an impact on the media, e.g. surveys and sanctions by the competent authorities.
- **Near Miss (NM):** an event from which no harm is caused, but which could have turned into an incident. The difference between incident and a near-misses does not lie in the causes or the way in which the event evolves, but only in the different degree of development of the consequences or in the randomness of the presence of things or persons.
- **Unsafe condition:** a circumstance that could lead to an incident.
- **Unsafe act:** behaviour that could lead to an incident.
- **Abnormal event:** means any event that can be classified as an incident, near miss, unsafe behaviour or unsafe condition.

3 HSE obligations

3.1 General HSE obligations

ERG, in line with the corporate guidelines and the Sustainability Policy (**Annex 0A**), and with the ERG Group "Code of Conduct for Suppliers" (**Annex 0B**), requires the Contractor to comply with all the standards and regulations in force concerning Health, Safety, Hygiene at Work, Environmental Protection applicable in Italy, where the work/service will be performed, as well as with the ERG Code of Ethics, and industry standards and practices.

The Contractor represents and warrants to:

- comply with applicable social security, occupational health and safety and environmental protection law, good industry practice, and applicable standards;
- comply with these HSE Conditions, ERG's Sustainability Policy, ERG's Supplier Code of Conduct and all further HSE obligations set out in the Contract;
- cooperate with ERG and others (contractors, authorities, etc.), pursuing continuous improvement of its HSE performance in order to ensure that health, safety and the environment are protected to the maximum extent possible during the performance of the Contract by pursuing a 'Zero Injuries' policy. This may involve participation in projects to improve safety culture such as 'Leadership in Safety' projects that ERG may decide to organise;
- provide immediate information to ERG on any HSE-related matter that could impact, impair, delay or interfere with the activities of the Contract.

Furthermore, the Contractor:

- warrants that the information it provided to qualify as an ERG supplier, including, in particular, information on its HSE performance and qualifications, was true and correct when it was provided and no material amendment have rendered such information materially incorrect or misleading;
- ensures that it excludes any risk to the environment as well as to the Health and Safety of the staff it employs for the provision of services and of the staff employed by its direct and indirect subcontractors (hereinafter 'Staff');
- guarantees to ensure that third parties, such as the public and persons authorised to be at the place where the work, services or supplies are to be carried out (work sites, plant sites or offices, warehouses and other facilities), including Staff, ERG Staff and visitors, are not endangered or injured;
- ensures that a professional and documented HSE approach is in place. Ideally, but not as a mandatory requirement, this is ensured through a documented and accredited HSE&Q management system according to a recognised standard, such as
 - (i) ISO 14001 Environmental Management
 - (ii) ISO 45001 Health and Safety Management
 - (iii) ISO 9001 Quality management.

The Contractor shall provide ERG with one set of documents prior to the signing of the Tender/Service Agreement as specified in Section 7.1 and another set of documents shall be provided prior to the commencement of the Work/Service as specified in Section 7.2.

The Contractor undertakes to provide these documents also in digital form through the use of telematic platforms and with a method that will be communicated at the appropriate time by the Client.

Without prejudice to ERG's commitment to the protection of Health and Safety at Work and the protection of the Environment, the Contractor shall remain liable for any damage to Health, Safety or the Environment caused by its Staff or its Subcontractors due to non-performance or violation of the Contract.

3.2 Specific HSE obligations

The Contractor shall observe all applicable HSE standards for each ERG Site, including emergency plans, ensuring that

- for ERG Sites under the Contractor's control and responsibility: the Contractor shall have established and communicated adequate health, safety and environmental standards to all persons present at any time at the Work Place and shall have put in place adequate procedures to monitor and enforce compliance with these rules for all such persons;
- for ERG Sites under the control and responsibility of the Client or third parties: the Contractor shall have acquired, analysed and communicated to its Staff the Health, Safety and Environmental standards applicable to such Work Places, and shall have put in place adequate procedures to monitor and enforce compliance with such standards by its Staff.

The Contractor shall provide its staff with identification cards/ badges. The Contractor shall be responsible for verifying and checking that the Staff must always wear identification cards and be in possession of an identification document.

When travelling to an ERG Site, or within or between different ERG Sites, Staff must at all times comply with the applicable traffic regulations and the requirements of the Site, use seat belts and drive safely.

On ERG Sites, the staff of Contractors and the self-employed persons must maintain proper conduct at ERG Sites, strictly refraining from any behaviour or act that may harm other workers, property, the environment, or hinder the regular performance of work activities.

The following actions are prohibited on all ERG Sites:

- smoking outside authorised areas;
- consuming or being under the influence of alcohol, drugs, narcotics or illicit psychotropic substances;
- taking drugs that may affect the safe performance of work.

Contractors will be periodically assessed for compliance with this conduct, according to ERG's HSE Conditions.

As stipulated in the section on 'Sanctions', the Client reserves the right to demand the immediate removal of staff of the Contractor or of any subcontractors who violate their safety obligations or who violate standards, procedures and regulations. The Client shall have the right to promptly remove from the ERG Site any of the Contractor's staff who expose themselves or others to serious risks, who do not comply with the safety requirements, who do not use the recommended PPE, who cause serious damage to materials and resources and to the environment; without prejudice to any claims or recourse actions in relation to the damage suffered against the party that assessed the damage and the Contractor.

3.3 Health and safety risk assessment

With the sole exclusion of assignments for professional services of an intellectual nature, at least 1 week before the execution of the planned Work/Service, the Contractor shall provide the Client with the following document (Paragraph 7.2.) in writing (document with handwritten signature) and in compliance with the applicable local safety legislation:

- Risk Assessment Document (DVR) relating to the work activity/performance signed by the employer, which takes into account the contents of the Combined Risk & Interference Assessment Document within Health and Safety in the Workplace pursuant to Article 26 of Italian Legislative Decree no. 81/2008 , sent by the Client (Combined Risk & Interference Assessment Document, where applicable) and any detailed information received from the Client on the specific hazards existing in the work environment in which the Company is to operate and on the preventive, protective and emergency measures to be adopted;

Or:

- Operational Safety Plan (OSP), relating to the assessment of health and safety risks when working at a temporary or mobile work site, signed by the Contractor's employer and drawn up with reference to the individual work site concerned, pursuant to Article 17, paragraph 1, letter a) of Italian Legislative Decree No. 81/2008, the contents of which are set out in ANNEX XV of the aforementioned decree and in accordance with the Safety and Coordination Plan (PSC) received from the Client or the Project Supervisor;

in which:

- a) the working method/service is described;
- b) potential risks to the Health and Safety of Staff related to the performance of the work/Service and/or action are analysed;
- c) measures are identified to prevent or mitigate these hazards to an acceptable level;
- d) how these measures are implemented and who will be responsible for implementing them.

The Contractor shall keep it up-to-date throughout the duration of the Contract.

3.4 Permit to Work (PtW)

If the Work/Service includes high-risk activities and/or non-routine work, the Contractor shall apply an additional HSE instrument in order to adequately plan and mitigate the risks associated with this task.

This permit-to-work (PtW) system is a recognised HSE instrument and must be used. The main work planned for the PtW period, task-specific hazards and mitigation measures are described in the PtW.

These include, but are not limited to, the following:

- Accessing or working in areas designated as confined space (blades, area below turbine inlet level, rotor hub);
- Accessing or working on mechanical parts that can move or rotate (e.g. high-speed shaft);
- Working at height (away from normal/routine areas of the turbine such as platforms or integral ladders, roof, etc.);
- Hot work (welding / cutting / grinding / flame shrinkage);
- Working on energy storage systems such as pressurised hydraulic systems or batteries;
- Working on electrical plants that can be powered (including temporary generators);
- Working on high-voltage electrical installations (over 1000V). Note: the high voltage safety standards of system operators apply - this safe system of work does not cover this activity).

A PtW includes at least:

- (a) Date and time at which the work takes place;
- (b) Expected duration of work;
- (c) Workplace, area;
- (d) Type of work to be performed;
- (e) Special measures to be taken to protect against risks and avoid accidents;
- (f) Validity of permit to work (ptw).

3.5 Subcontracting

The Contractor is prohibited from assigning or subcontracting, in whole or in part, the contractual Work/Services without the prior formal consent of the Client.

The Contractor intending to subcontract part of the activities must send the request for Subcontracting Authorisation to the Client. This consent must be sought in the case of subcontracting any kind of work or service. Some clarifications are given on particular activities **included in** the prior authorisation requirement:

- hiring of operated equipment (cranes, lifting platforms,)
- transport of machinery/equipment (shovels, generators, transformers,) requiring complex operations in the field
- activities carried out by self-employed persons
- inspections of machinery/equipment/circuits

The following are **excluded from** prior authorisation:

- inspections
- couriers
- transport on foot that does not involve complex loading/unloading operations, and in any case carried out independently by the driver of the vehicle.

In any case, it is always the contractor's responsibility, prior to access, to inform the person coordinating the work activities (CSE at temporary or mobile work sites, the person in charge of ERG works for activities carried out under Title I), well in advance of the entry into the work areas of all the aforementioned persons, including those excluded from pre-authorisation. The CSE and the ERG works supervisor will provide the necessary requirements to allow safe access.

Lastly, these Document do not deal with specific and particular cases, such as the entry of animals into ERG premises for the purpose of maintaining the green areas. Cases of this nature must in any case be authorised by ERG, by sending a request to the Contract Manager, but with methods and documents that will be assessed on a case-by-case basis.

With regard to work in "pollution-suspected or confined spaces", the provisions of 3.12 apply with reference to subcontracting.

The request for subcontracting must be made in writing according to the format prepared and provided by the Client (**Annex 4**) before the Subcontractor commences.

The subcontracting request must contain a declaration by the contractor that it has verified the documentation proving the compliance of each potential Subcontractor (Company or self-employed person) with the Health and Safety requirements of the law and ERG HSE Conditions, attaching these documents as evidence.

The contractor's request for authorisation to subcontract must always be submitted to the Client by filling in the form in Annex 4. If the request is handled during the tender phase, the authorisation will be confirmed by inclusion in the contract. Otherwise, if handled during the works, ERG will provide the Contractor with a written answer. In any case, this procedure does not entail any amendment of the Contractor's contractual obligations.

The Contractor shall be solely responsible for the management and supervision of all Subcontractors and Staff directly or indirectly employed by it and for all actions, omissions or damages caused by its Subcontractors.

The Contractor, therefore, shall remain towards the Client the sole and only body responsible for the execution of the Subcontracted Services, relieving and indemnifying the Client from any possible claims of the subcontractors or from claims for damages that may be made by third parties as a consequence of the services, work and services subcontracted.

The Contractor shall be directly liable to the Client for the Work/Service provided by its Subcontractors and shall, in any case, absolve the Client of any claim or demand in this respect.

The Contractor shall pay to the Subcontractor the security costs related to the subcontracted activities without any reduction.

Before the start of work:

- In the case of works at "temporary or mobile construction sites", the Contractor must forward the Health & Safety Coordination Plan (PSC) to any subcontractors and self-employed persons and, before the start of the respective works, each Contracting Company shall draw up its own Operational Safety Plan (OSP) relating to the activities covered by the Tender Contract and shall forward it to the Contractor, which shall assess its consistency with its own and with the PSC and, subsequently, shall forward it to the Client and to the CSE.

Or:

- In all other cases, before the start of the works, the Contractor must send the Combined Risk & Interference Assessment Document received from the Client to all subcontractors and self-employed persons and, before the start of the respective works, each contractor shall draw up its own Risk Assessment Document in relation to the works that are the subject of the contract and in line with the aforesaid Combined Risk & Interference Assessment Report, send it to the Contractor, which shall assess its consistency with its own DVR and the Combined Risk & Interference Assessment Document itself and then send it to the Client.

The Contractor, through its Manager, its Work Site Manager and its Health, Safety and Environment Manager, shall:

1. coordinate the activities of subcontractors by adequately informing them of the provisions given by the client and/or taken at coordination meetings;
2. ensure the presence of subcontractors' company managers at coordination meetings, if requested by the coordinator;
3. verify that the staff of subcontractors:
 - is aware of what to do in an emergency;
 - is informed/trained on the activity to be performed and the security measures to be taken;
 - uses PPE correctly;
 - uses equipment and vehicles correctly;
 - safely constructs, uses and maintains scaffolding, work surfaces and scaffolding;
 - keeps the workplace and the area inside and outside the work site tidy and clean.

3.6 Contractor staff

In this paragraph, the term "Staff" includes the Staff of the Contractor and its Subcontractors. This means that the Contractor must have procedures in place to ensure that any Subcontractor complies with the obligations of this Section with respect to the Subcontractors' Staff.

The Contractor shall employ Staff in compliance with applicable Law, ensuring the timely payment of wages and all taxes, insurance, pensions and social security contributions (or workers' compensation policies) relating to such Staff, as required by Law or any applicable collective labour agreement. If the Contractor uses Subcontractors in the performance of the Contract, the Contractor shall adopt procedures to ensure that each Subcontractor complies with the obligations of this Section with respect to Subcontractor Staff.

The Staff employed by the Contractor for the execution of the Work/Service must always be sufficient for the commitment required by the activities to be performed in terms of number, quality and professionalism. The

Contractor must ensure that the Staff are competent, qualified and trained to carry out the Work/Service as provided for in the Contract, in all phases of its execution, also as described in the relevant PSC or Combined Risk & Interference Assessment Document.

The Contractor must provide and take all necessary steps to ensure that in the execution of the Work/Service all necessary measures are taken to protect and guarantee the safety and life of its own staff, of persons normally employed in the Work/Service and of third parties, and to avoid damage to public and private property, remaining solely responsible for damages and inconveniences.

The Contractor shall ensure that all of its own staff and those of any Subcontractors and any other self-employed persons employed by the Contractor and engaged in the performance of the work/service comply with applicable laws and regulations, including immigration laws, and, where required, hold a valid permit to work (ptw) or any other related permit or certificate required for the performance of the work/service, throughout the duration of the Contract. When required, details of such work permits must be submitted to ERG before the Staff are engaged in the Work/Service.

The Contractor undertakes to use only staff with a valid residence permit in compliance with the applicable regulations in force.

In the event of staff of non-Italian nationality, in addition to the provisions of this Article and of the contract, the Contractor/User must send the Client a declaration of having fulfilled all the insurance and social security obligations envisaged by the laws in force and by the contracts in force in the country of origin (e.g. A1/S1 for EU countries) and/or those envisaged by local legislation for non-EU countries.

The company is expressly obliged to ensure adequate means of communication with all workers or, alternatively, a company representative, who is able to communicate both with the designated ERG representative and with foreign workers, must be present at all times during the work; this duty applies even more importantly to emergency issues/aspects.

3.7 Contractor's HSE organisation

With the sole exclusion of assignments for professional services of an intellectual nature, it is the obligation of the Contractor to designate the following responsible persons for the duration of the Contract:

- a) Contractor Manager: one or more representatives, appointed by the Contractor, with a managerial role within the Contractor's work organisation, with clear HSE roles and responsibilities defined by the Contractor, who will act in the name and on behalf of the Contractor for all purposes and take part in HSE meetings and gatherings organised by ERG. Therefore, all communications and decisions of the Client addressed to the Lead Contractor shall also be understood as having been communicated to the Contracting Company. The Contractor shall ensure that the Contractor Manager has the appropriate powers and capabilities, as well as full knowledge of all standards and clauses governing this Contract.
- b) HSE Manager(s): one or more Health, Safety and Environmental Managers appointed by the Contractor to maintain a strong safety and environmental organisation. The HSE Officer attends HSE meetings organised by ERG or its appointees and is the point of contact for complying with HSE reports to ERG. HSE Managers may be appointed from among the Contractor's designated managers.
- c) Foreman/Supervisor: one or more representatives, appointed by the Contractor from among its own Staff, each of whom shall be responsible for supervising the specific Work site activities and ensuring the implementation of the directives received, controlling the correct execution by the Workers in compliance with the HSE obligations of the Contract; the Contractor must ensure that the "Foreman" (who will manage the individual activities and control the related safety issues) has the following competences
 - in-depth knowledge of the activity covered by the work/service and the related risks;
 - leadership and interpersonal capabilities;
 - diligence in managing the activities according to the agreed plan;
 - proactivity and attention in reporting any deviations from the established programme to the coordinators.

ERG reserves the right to verify the qualification and conduct of the Contractor's HSE Staff and, if necessary, to notify the Contractor of the rejection of a specific HSE Staff with justified reasons.

3.8 Access Management

3.8.1 Contractor staff

The Contractor undertakes to communicate:

- a. to the Principal Employer (or other person delegated to do so), in case of application of Article 26 of Italian Legislative Decree No. 81/2008;
- b. to the Project supervisor/CSE, in case of application of Title IV of Italian Legislative Decree no. 81/2008;

prior to the commencement of the Works/Services (see Section 7.2), the list of its staff and that of any subcontractors it intends to employ for the performance of the contractual work/service. Only this staff will be allowed access to the work areas, subject to delivery and verification of the documents proving employment, training and safety equipment relating to the names communicated, and subject to access authorisation. The contractor agrees, if requested by ERG, to accept access methods involving the use of information technology (e.g. via smartphones) that can provide real-time feedback on whether workers meet the minimum safety requirements.

The Contractor shall notify in advance and in good time any changes in the list of staff to be authorised to access the work place.

Although entry to the Work Site is controlled by the Client, the Contractor shall carry out its own control to identify its own Staff entering the Work Site.

3.8.2 Equipment, machinery, vehicles and instruments

The Contractor must draw up a list of the equipment, machinery, vehicles and instruments that it intends to use during the works, all of which must be duly certified and duly subjected to the inspections provided for by the applicable local regulations, and must deliver this list to the Client before the start of the works (see paragraph 7.2).

The Client reserves the right to validate this information before authorising the execution of the activity or may require a declaration to this effect signed by the Contractor.

The Contractor shall ensure that all its own machinery, equipment and means, and those of its subcontractors, on the work place are used by trained staff and kept in perfect working order throughout the duration of the activities.

The machinery, equipment and work site vehicles which the Contractor intends to use in the execution of the works under the contract, must comply with the applicable legal provisions and be in the necessary condition for safety purposes.

Access to work places of vehicles, machinery and/or equipment is only permitted if they comply with the legal obligations and only if they are in a good state of repair and maintenance. The equipment and machinery must be accompanied by the relevant certificates of conformity and, if subject to statutory inspections by the competent authorities, must be accompanied by documents proving the inspections carried out in compliance with the specified deadlines.

The Contractor must always be able to prove, at its own expense, these conditions of efficiency and compliance with the provisions of the law.

The Contractor shall refrain from using vehicles, machinery, equipment, instruments and materials belonging to the Client without prior written authorisation.

3.9 Transfer of machines/equipment belonging to the Client

The use of machines, plants, equipment belonging to the Client by the Contractor or its Subcontractors for the execution of the activities covered by the service/contract is strictly prohibited, unless expressly authorised by the Client. The Contractor must, therefore, provide everything necessary to fulfil the contract.

Subject to agreement in the commercial phase, a transfer by the Client of the use of its own machines, plants, instruments and provisional works to the Contractor or its employees may be agreed. In this case, the assignment must be in writing and recorded in the form of a special report (**Appendix 5**).

On taking delivery of the machinery, equipment or anything else transferred, the Contractor must check that it is in perfect condition, jointly with the Client transferring the goods, and must carry out any safety precautions, assuming from that moment onwards all responsibility connected with its use.

The Client grants the machine/equipment only by means of a formal deed signed with the Contractor, following verification of compliance with safety standards and of the good state of preservation of the machine/equipment.

The Contractor Manager shall:

- send the Client a list of the staff who will use the machines/equipment;
- inform and train staff on the correct use of the machines/equipment, giving evidence of this to the client;
- ensure that the machine/equipment is used correctly;
- report any malfunctions or accidents;
- return the machines/equipment to the Client in the same initial condition.

3.10 Use of scaffolding

Should it become necessary to erect scaffolding for the performance of the service/contract activities, this scaffolding shall be procured and operated entirely by the Contractor or its Subcontractors.

Scaffolding must be installed in accordance with the provisions of Title IV, Chapter II ("Standards for the prevention of occupational accidents in construction and work at heights") and, in the case of fixed scaffolding, Chapter II, Section V, Article 131 et seq. of Italian Legislative Decree No. 81/2008.

Assembly must be carried out by staff with specific training certificates, coordinated and guided by a qualified team leader.

Scaffolding must be made of multidirectional metal elements with the following requirements:

- designed with systems that allow partial disassembly without affecting the stability of the complex and with a maximum intermediate floor height of 1.80 m;
- specific project for scaffolding longer than 20 m or of a non-standard size, signed by a qualified engineer.

The Contractor shall prepare a procedure for formalising the handover of the scaffolding between the Contractor and the user companies.

Any use of the scaffolding by staff of the Client or of companies other than the Contractor shall be handled after formal handover of the scaffolding as stipulated in the applicable procedures.

If the contractor intends to use another company (subcontractor) in the realisation of the scaffoldings, it must request a declaration of correct execution of the scaffoldings/work plans from the contractor.

During assembly and disassembly, only authorised staff may access the scaffolding.

Amendments, adjustments and/or extensions must be requested from the assembly supervisor.

No one is authorised to remove work surfaces or planks from constructed scaffolding or to make amendments of any kind, with the exception of the person who has constructed it.

All scaffolding must have a sign with the name of the user/owner company clearly visible.

Usable scaffolding, finished and ready for use, must have the sign 'Scaffolding Safe to Use' clearly visible.

Scaffolding being erected must have a sign indicating 'Scaffolding Not Safe to Use' clearly visible throughout the assembly period.

3.11 Provision of areas and services granted for the use of Contractors

The use of areas or services belonging to the Client by the Contractor or its Subcontractors for the execution of the service/contract activities is strictly prohibited unless expressly authorised by the Client. The Contractor must therefore independently provide everything necessary to fulfil the contract in terms of logistics and services that must comply with the applicable regulations.

If the Contractor or its Subcontractors intend to request the use of the Client's areas and/or services, also for the purpose of the opening of the work site, they must make a specific request in the Contractual phase indicating:

- the type and size of area required;
- the necessary services and utilities (e.g. for electrical installations: type of installation, voltage, number of phases, power, protection devices, etc.);
- the plant, machinery and equipment that will be installed, the quantity, type and method of storage of materials and chemicals;
- fire prevention and first aid facilities and equipment;
- how to cordon off or delimit the area.

Once authorisation has been obtained from the Client, the Contractor must prepare the necessary plant, preparations and equipment for:

- adequate sheltering of work equipment;
- preventing the risk of soil and subsoil pollution by any substance or product;
- emergency management and first aid;
- drawing up a detailed plan showing the equipment and systems that will be installed, the storage points for materials, the fire prevention equipment provided, and the fencing or delimitation of the area;
- providing the necessary sanitary facilities for its employees and subcontractors, from the sewage system (if present). If there is no sewage system, independent chemical toilets must be provided;
- preparing the declaration of conformity, pursuant to Ministerial Decree no. 37/2008, of the electrical system, the protection system against atmospheric discharges, the earthing system and the water system, enclosing plans, diagrams and reports made to the competent bodies where applicable.

The take-over of areas and services will be formalised by means of the completion and signing of an appropriate document (loan for use or areas handover report), according to which the person in charge of the Executing Company undertakes to:

- use the area, ensuring its initial state of preservation, in particular storing and handling chemicals and waste products from its processing in a suitable manner;
- use the services in a suitable manner and in compliance with the rules and limits established at the delivery point, ensuring that the plants built downstream of the delivery point are designed and maintained in accordance with the law;
- report any malfunctioning of services and/or incidents occurring in the area (e.g. accidental spillage of products, fire outbreaks, etc.);
- return the areas and services to the Client's manager in the same condition with which they were received.

3.12 Requirements in the case of work in 'pollution-suspected or confined spaces

It is strictly prohibited for workers to enter cesspools, sewers, chimneys, pits, tunnels, canals and tunnels, and in general rooms and vessels, pipes, boilers and the like, where the release of gases or deleterious substances is possible, without first ascertaining the absence of danger to the life and physical integrity of the workers themselves, or without first clearing the atmosphere by ventilation or other suitable means.

Any work activity in an area suspected of pollution or confined spaces may only be carried out by companies or self-employed persons who are qualified by virtue of their possession of the requirements set out in Presidential Decree No. 177/2011 (Annex 7).

In relation to work activities in area suspected of pollution or confined spaces, the use of subcontracts is not permitted, unless expressly authorised by the Principal Employer and certified pursuant to Title VIII, Chapter I, of Italian Legislative Decree no. 276 of 10 September 2003, and subsequent amendments and additions (also in relation to the Companies or self-employed persons to whom the work is subcontracted). A similar certification shall be provided by the Contractor, pursuant to and for the purposes of the provisions of Article 2, paragraph 1, letter c) of Presidential Decree no. 177/2011, with respect to its own staff with whom it has employment relationships other than permanent employment.

Before accessing the places where the work is to be carried out, all the workers employed by the Contractor, and the self-employed persons if employed in the same activities, shall be informed by the Client on the characteristics of the places where they are to work, on all the risks existing in the environments, including those deriving from previous use of the environments, and on the preventive and emergency measures adopted in relation to the activity to be carried out.

During all phases of the works, the Contractor shall adopt and implement a work procedure aimed at eliminating or, where impossible, reducing to a minimum the risks typical of activities in confined environments, including the possible rescue phase and coordination with the emergency system of the National Health Service and the Fire Brigade.

3.13 "Interference" management in "Complex Works"

In the case of Works/Services where different parties (Client/Contractors) operate at the same ERG Site, as defined at 2, these works are referred to as "Complex Works".

"Complex Works" therefore refers to when, at the same or different times, potentially dangerous contact occurs or could occur between the Client's Staff and the Contractor's Staff, or between the staff of different Contractors operating at the same ERG Site. This risk is defined as 'interference risk'.

In the case of 'Complex Works', therefore, the Contractor shall keep under control all risks arising from interference between the activities carried out at the same Work Site by the Contractor itself and/or its Subcontractors, and shall cooperate and coordinate with the Client and the other Contractors in order to minimise the risks of interference.

Complex Works must be planned in advance (design phase) and must be controlled during execution (execution phase).

In the case of work on "Temporary or mobile work sites" (ex art. 89, letter a) of Italian Legislative Decree no. 81/2008):

A) Design phase:

- special subjects will be identified by the Client for the following roles: Project Supervisor (RL), Safety Coordinator in the Design Phase (CSP) and Safety Coordinator in the Execution Phase (CSE); the names of these individuals will be communicated by the Client;
- a 'Safety and Health Coordination Plan' (hereinafter referred to as 'PSC'). This must be prepared by the CSP and forwarded to all parties involved in the Interference Work;
- an 'Operational Safety Plan' (hereinafter referred to as 'POS'). This must be prepared by each party involved in the Interference Work, taking into account the PSC.

B) Execution phase:

- checking that the works are carried out in accordance with the previously established PSC, by implementing the planned preventive and protective measures;
- if during a work phase it becomes necessary to amend the PSC, this plan must be updated by the CSE before the execution of the work;
- depending on the phase/complexity of the work, the CSE must carry out periodic or specific coordination actions.

In other cases, the Employers (Client/Contractors/Subcontractors/self-employed persons) involved in the Complex Works shall cooperate in the implementation of the provisions on safety, health and hygiene at work and, taking into account the nature of the activities, coordinate their actions with regard to the protection and prevention of occupational risks, and inform each other and their respective workers and/or workers' representatives of such risks.

The promotion of the cooperation and coordination of Contractors and Self-employed persons during the execution of works at ERG Sites is carried out by means of:

- drafting of the Combined Risk & Interference Assessment Document by the Principal Employer, which assesses the risks and indicates the measures adopted to eliminate or, where this is not possible, minimise the risk of interference between the activities entrusted to contractors and self-employed persons, and their possible subcontractors, and the activities carried out in the same work place by the Client;
- Start-up/activity start meetings (preliminary and periodic);
- authorisation of the work, which must be done by means of a document duly traced and completed at the start of the work;
- supervision during the execution of works for the purposes of accident prevention, health protection and environmental protection.

The Contractor's obligations towards any Subcontractors in the case of Complex Works (transmission of PSC and/or Combined Risk & Interference Assessment Document, etc.) are set out at 3.5.

3.14 Emergency management

The Contractor shall comply with the legal provisions and the Client's emergency plan for first aid, fire prevention and emergency management.

The Contractor undertakes to prepare the organisation and means necessary to deal with emergencies relating to its own activity, providing the Client with evidence of its emergency procedure if requested.

The Contractor shall make all necessary provisions to ensure and guarantee that each ERG Site at which it takes up its activity under the contract/order is provided with at least:

- first aid kit, in accordance with the applicable law and according to their specific risks;
- Trained staff capable of responding to and/or managing a foreseeable emergency scenario;
- an adequate means of communication to ensure a prompt first aid/emergency response;
- Adequate equipment, suitable for the specific hazards of the activities related to the subject matter of the Contract
- fire-fighting equipment, evaluated on the basis of the fire risk assessment.

The Contractor undertakes to indicate the names of emergency workers, trained in fire-fighting and first aid, who will be available at the work place for the duration of the Contract.

The Contractor is obliged to inform and train all working staff on the rules and behaviour in the event of an emergency (indicated in the Combined Risk & Interference Assessment Document or PSC).

4 Environmental Protection

The Contractor shall carry out all the contractual activities with impacts on the environment, including waste management activities, such as the making safe and collection of materials, temporary storage, waste characterisation, transport and disposal in full compliance with the standards in force on environmental protection and safeguard, and, in particular, with Italian Legislative Decree no. 152/2006, as amended and supplemented.

During the execution of the works, the Contractor must always prevent any substance (liquid, solid or gaseous) from accidentally contaminating the environment. All precautions must be taken to avoid such situations.

For all activities to be carried out with a potential environmental impact, the Contractor must inform the Client, for prior approval, without any exoneration of responsibility or any substitution in the management of the obligation, of all operating procedures adopted, which must comply with the environmental protection regulations in force.

4.1 Soil contamination

The Contractor must give priority to the use of less hazardous substances and preparations and operate in such a way as to limit their storage at the Client's premises as far as possible.

The use of substances and formulations belonging to the Client without prior written authorisation is prohibited.

The handling, use and storage of substances must be carried out in accordance with applicable laws. Containers used for the transport of hazardous substances must be equipped with:

- suitable closures to prevent leakage;
- accessories and/or devices that make filling and emptying safe and easy;
- handles, rings or grips that make it easy and safe to use;
- protective covers adapted to the nature of the content.

Containers, both full and empty, must be stored in designated areas, kept separate from each other, not reused for the containment of different substances, and must be labelled in accordance with the law.

The storage of drums, cans or other chemical containers directly on the ground is prohibited, and containment tanks or other suitable devices of adequate size and capacity must be used.

If there is a risk of spillage of products during the execution of the works, the Contractor must take measures to prevent pollution and/or uncontrolled spillages in the area.

Any spillage must be reported immediately to the client in order to prepare measures to reduce contamination.

4.2 Waste management

The responsibility for the management of waste materials and/or residues deriving from the Works/Services carried out in the performance of the contract, including packaging waste, shall be borne by the Contractor itself in accordance with the provisions of the applicable environmental standards (e.g. Italian Legislative Decree no. 152/2006). This means that the "waste producer" must be identified with the Contractor.

In the event that Works/Services generating waste are carried out by one or more subcontractors, all the fulfilments referred to in this paragraph shall be considered obligations for the subcontractors as "waste producers", without prejudice to the Contractor's responsibility to verify compliance with the Law and the correct management of the activities.

The waste management activities (collection, transport and disposal) must be carried out directly by the Contractor, if it meets the legal requirements, otherwise they may be entrusted, in accordance with the regulations in force and subject to express consent, to authorised persons meeting the necessary legal requirements. In this case, it shall be the Contractor's responsibility to indicate such persons and to certify the verification of the fulfilment of their requirements, providing written proof to the Client.

In particular, the Contractor shall be responsible for the legal obligations relating to the proper management of any temporary storage of waste, and for the environmental documents required by local law, including ADR standards where applicable. The waste produced by the Contractor shall be delivered by the Contractor, at its own care and expense, to authorised entities for waste recovery or, if this is not possible, to authorised entities for waste disposal. In any case, the Contractor will reuse, recycle and carry out recovery activities rather than disposal activities where possible.

The Contractor is strictly prohibited from setting up temporary waste storage areas on the ERG Sites where the Works/Services are performed, unless otherwise expressly specified in the Contract.

In the event of the generation of solid or liquid waste in the execution of the Work/Service, the Contractor must take measures to prevent pollution and/or uncontrolled spillage in the area.

The discharge of liquid waste on the surface or into the sewerage system, where present, is prohibited. Any accidental spills must be promptly reported to the competent authorities and appropriate safety and remedial measures must be organised without delay. The Client must be kept informed of such events.

The main activities that must be carried out by the Contractor for the correct handling of waste in compliance with the applicable environmental standards are as follows:

- Waste characterisation and classification: the Contractor undertakes to carry out sampling, as provided for by the applicable standards, and analytical characterisation of the waste at a qualified laboratory and to classify it with the correct EER code as per Annex D to Italian Legislative Decree no. 152/2006 and any hazard characteristics as provided for in Annex I of the aforesaid decree.
- Waste collection: it is the Contractor's responsibility to collect the waste produced by the activities covered by the contract, in compliance with the provisions of Art. 183 of Italian Legislative Decree no. 152/2006. The Contractor will place the waste produced in special packaging that must be provided with the necessary markings and in line with ADR standards (if required) or in demountable containers in the case of non-hazardous waste in bulk, so that it can be transported with this method. By way of example, wooden pallets, drums for solids and/or liquid waste, big bags, tarpaulin-mounted or closed (sealed) roll-off vehicles may be used. It is the Contractor's responsibility to provide the necessary containers for waste collection. It is always the Contractor's responsibility to divide the waste into suitable batches in terms of both quality and quantity for subsequent classification. The Contractor shall also be responsible for determining the frequency and method of sampling the waste produced, as well as the choice of analytes to be tested, according to the regulations in force. The Contractor shall comply with the times and methods provided for by Italian Legislative Decree No. 152/2006 for the temporary storage of waste.
- Waste transport: The Contractor shall be responsible for marking and labelling, if necessary in accordance with ADR standards, and for affixing orange panels on the transport units (the supply of labels and panels is the responsibility of the Contractor), if the transport is to be carried out under ADR. The Contractor shall identify and procure the means and equipment to be used for the handling of waste within the work area, provided that they are approved and suitable for transporting the specific type of waste (in compliance with regulatory, health, safety and environmental constraints) and regularly checked and authorised pursuant to the regulations in force. In addition, the Contractor shall verify the documentation necessary to prove the suitability of the means of transport for waste transport (e.g. insurance, authorisation, etc.) and shall provide evidence thereof to the Client on request. As far as waste transport activities outside the ERG Site / production site are concerned, the Contractor or any third party appointed must have the necessary legal authorisations (Registration with the National Register of Environmental Managers). The Contractor shall complete, in the manner established by

the laws in force, preserve and keep at the Client's disposal all the documentation envisaged by the environmental standards in force to guarantee and verify the correct traceability of the waste (waste transport form, loading and unloading register and/or Form in the waste management portal, MUD, etc.).

- Waste disposal: Waste disposal must be completed by the Contractor within the deadlines stipulated by the environmental standards in force and in any case not later than the end date of the works/services. The Contractor must keep a list of destination, disposal plants (Annex B to Part IV of Italian Legislative Decree 152/2006 - e.g. landfills, treatment or waste-to-energy plants) and/or recovery plants (Annex C to Part IV of Italian Legislative Decree no. 152/2006 - e.g. recycling/recovery of substances and materials or regeneration) to which all waste produced will be sent. The Contractor must check in advance that the plants are duly authorised in accordance with the regulations in force, giving the Client written evidence of this on request. The quantity of waste collected in each operation where estimated by the Contractor is verified at destination by the waste reception plant, which must record the exact quantity of waste accepted on the fourth copy of the form. The Contractor must retain the fourth copies of the Forms and exhibit them to the Client if so requested.

In relation to the management of the waste produced during the activities covered by the contract, the Contractor has full responsibility for the organisation of the activities in terms of the resources employed, choice of authorised transporters, choice of destination plants without any subordination to the Client.

On the specific request of the Client, the Contractor must provide: the list of EER Codes of the waste produced during execution of the Work/Service, the analytical reports on waste, the list of authorised transporters and the list of plants where the waste produced during execution of the contract will be delivered, evidence of waste disposal by showing the copy of the fourth copy of the form.

5 Reporting

5.1 Abnormal events

In the case of an Anomalous Event (incident, injury, near miss, unsafe behaviour or unsafe condition) occurring to its own Staff, or those of its subcontractors or third parties during or as a consequence of the execution of the Work/Service, the Contractor, without prejudice to its autonomy and responsibility, and giving immediate notice as contemplated by the regulations governing the matter, must promptly inform the Client, indicating the causes and circumstances that caused the same (see the timing of the accident notification in **Annex 8**).

The Client reserves the right to verify the causes of the accident.

Abnormal events that must be reported immediately are:

- Fatality;
- Lost Time Injury (occupational accident with at least three days absence, excluding the day of the event);
- Medical Treatment Case (relief provided by specialised staff to a worker without allocated days off work);
- First Aid Case (rescue provided to a worker at the workplace without days off work);
- High potential Near Miss (high risk event as classified by the client);
- Environmental incident that needs to be reported to external bodies and/or requires external support for remediation.

Other incidents must be reported to ERG on a monthly basis.

The Contractor shall immediately launch an investigation of the incident which must be completed promptly and in any case within two (2) weeks from the day of the accident and must reflect the level of potential severity of the incident. The accident investigation includes:

- (a) an analysis of the main causes;
- (b) the definition of appropriate measures to prevent similar accidents in the future;
- (c) the timing of the implementation of these actions;
- (d) sending ERG a written and sufficiently detailed report by e-mail on the causes of the accident, the actions defined and the timeframe for their implementation.

The Contractor undertakes to cooperate in the event of any further investigations by ERG.

In addition to immediate notification obligations, in the event of serious accidents, the Contractor shall provide ERG with a monthly HSE Report (as per **Annex 9**) by the fifth working day of the following month containing:

- Contractor/Contract/Location;
- Number of abnormal events per type in the current month and year;
- Number of hours worked by the Contractor and the Subcontractor Staff on Contracts (total, per Contract, per Work Site and employee, classified by gender - male/female) in the previous month.

5.2 Inspections by control bodies

If checks or inspections are carried out on the ERG Sites, within the scope of activity under the Order/Contract, by the relevant control bodies for matters concerning staff management and/or HSE issues, such as Employment Agency Standards (EAS) Inspectorate, ASL, ARPA, etc., on the staff/activities of the Contractor or of its Subcontractors, the Contractor must immediately inform the Client, irrespective of the outcome of the check, as defined in **Annex 8**.

In particular, the following must be reported:

- the alleged violations;
- actions taken or planned in agreement with the supervisory bodies in order to restore conditions of compliance with the law.

6 Audit and Monitoring

The Contractor verifies compliance with the legal and contractual provisions on HSE through regular inspections at the work place.

The Contractor must allow ERG to participate in such inspection, informing the Client in good time. In the event of non-compliance with HSE standards, the Contractor shall immediately ensure compliance and inform ERG of the findings and the status of corrective measures.

Upon request, the Contractor shall grant ERG access to all HSE-related documents in connection with the execution of the Work/Service.

ERG and its Representatives and/or third parties authorised by ERG have the right (but not the obligation) to carry out audits and inspections regarding compliance with the Agreement, including, in particular, compliance with HSE obligations and to suggest improvement measures. The contractor shall co-operate in a timely manner. Inspection can also refer to virtual inspections with remote connection.

Audits and inspections may be carried out after notification by ERG, in compliance with the applicable data protection regulation. The audits and inspections must not disproportionately restrict the Contractor's business activities nor violate any confidentiality agreements between the Contractor and third parties. The Contractor shall support ERG to a reasonable extent in carrying out the audit and inspection activities.

If, during the inspections, a non-conformity attributable to the Contractor or one of its Subcontractors is found, the Client shall notify the Contractor and the latter shall provide clarification within five (5) working days and propose the necessary corrective measures

Where possible, the detected non-conformity shall be immediately resolved by the Contractor and reported as resolved in the relevant closure report.

In cases where non-compliance with HSE requirements results, in the opinion of ERG, in imminent danger, i.e. any situation that creates obvious and clear damage, a risk to the physical integrity of persons or the possibility of serious environmental damage, or in the event of non-compliance with the law, ERG may require work to be stopped until the problem is resolved.

For each non-conformity, the Contractor shall carry out a root cause analysis and identify corrective actions to avoid recurrence. The planned actions must be agreed with ERG, which will verify their effectiveness.

In any event, ERG may involve the Contractor's team for a periodic meeting on the status of the non-conformities found and the relevant Corrective Measures.

Violations found will contribute to the verification of the HSE performance of Contractors and Subcontractors and may have potential consequences on ERG's vendor list, affecting the HSE performance evaluations carried out by ERG in compliance with the Contractor Management Procedures.

6.1 Consequences of HSE violations

In the event that the Contractor breaches any obligation under the Contract or this document or the HSE Act, the Contractor shall indemnify and hold ERG harmless for any charges, expenses or losses that ERG may incur as a result of accidents, claims or legal proceedings, fines, penalties or sanctions imposed on ERG due to the conduct of the Contractor or its subcontractors.

In the event that the Contractor or one of its subcontractors is found to be in breach of an obligation to protect health and safety at work or to protect the environment, ERG may, depending on the seriousness of the finding, take the following action:

- Require the Contractor to put in place immediate measures and/or a corrective action plan approved by ERG;

- Suspend the performance of the contract in part or in full for the time necessary for treatments or corrective actions taken to deal with the breach committed by the Contractor or its subcontractors;
- Require the immediate expulsion from the ERG Site of a worker of the Contractor or its subcontractors whose conduct entails a risk to their own safety or that of others, or who is not regularly employed by the Contractor;
- Apply the sanctions referred to in 6.2 in the case of serious HSE violations;
- Suspend the payment of the sums due to the Contractor by up to 10% of the amount accrued at the time of the infringement, until the implementation of immediate measures and/or corrective actions;
- Apply a suspension from the list of qualified suppliers for the Contractor and/or its subcontractors in the event of a fatal accident, permanently disabling accident, high potential accident, environmental accident involving an impact on environmental matrices, or also in the event of the employment of staff not regularly employed by the Contractor;
- Terminate the contract in the method specified in the contract.

6.2 Fines

Without prejudice to ERG's right to terminate the contract, as set out in the preceding paragraph, and its right to claim further damages, serious violations of the provisions of these HSE Conditions shall result in fines against the Contractor who has committed them.

A detailed list of sanctionable HSE violations, subdivided into level 3 (extremely serious), 2 (very serious) and 1 (serious), divided into general and specific violations in the field of occupational health and safety and environmental protection, is provided in **Annex 9**.

The amount of the fine is set at:

- for serious violation (1): €500
- for a very serious violation (2): €750
- for an extremely serious violation (3): €1000

These amounts may be allocated to specific programmes to improve the safety culture and environmental protection.

Once ascertained, the violation shall be reported in writing and forwarded by registered letter or by PEC, or similar means to the Contractor.

This is without prejudice to the right to proceed to report criminal offences and other offences to the competent public bodies.

Therefore, the Contractors are obliged, in compliance with the applicable individual provisions of the sectoral collective labour agreements, to have a transparent, effective and structured disciplinary system providing for sanctions which correspond to the different types of violations.

It shall be the responsibility of the Contractor Manager to ensure that the disciplinary procedure is implemented in compliance with the applicable labour regulations. The Client must be informed of the outcome in good time in order to be able to take any appropriate additional measures (e.g. to prevent the worker from entering the work site).

Should it become necessary to suspend the worker, pending the Contractor's disciplinary measures, the Client may take a precautionary measure with immediate effect. This must be communicated in writing to the Contractor Manager.

Should the violation be of such a magnitude as to expose people, property and the environment, both inside and outside the site, to serious danger and/or cause serious damage, the Client shall have the right to terminate the contractual relationship without compensation or indemnity and without notice.

The above shall be without prejudice to any claim for damages against the Contractor.

7 Documentation and information to be provided by the Contractor

With reference to the previous paragraphs, please refer to the documentation to be provided. The Contractor shall be responsible for sending its own documentation and that of all its Subcontractors.

Documentation will be sent in a timely and proactive manner:

- By e-mail;
- Or:
- Through the use of IT platforms intended for the processing of documents as communicated by the Client or its representative at the start of the activities.

Maintaining up-to-date documentation, also taking into account the expiry date of certain documents (e.g. DURC), is the responsibility of the Contractor, also for the documents of Subcontractors. Any delay attributable to the absence/failure to update the documentation shall be borne entirely by the Contractor, also with reference to its Subcontractors, and shall be considered as a delay in delivery with application of any penalties provided for in the contract.

If the sending of a self-declaration (pursuant to and for the purposes of Presidential Decree No. 445/2000) is permitted in lieu of the documentation, the Client may at any time - upon simple request, during spot checks - ask the declarant to send the valid documentation to which the declaration refers.

7.1 Documents to be provided before signing the contract/service contract

The Contractors shall submit the following documents to the Client (**Procurement Unit**) before signing the tender/service contract:

	REFERENCE	DOCUMENT REQUIRED
01	Chamber of Commerce Registration	Certificate of registration with the local Chamber of Commerce and Industry (with recent date and in any case with a validity not earlier than 6 months)
02	Annex 1A Or Annex 1B Or Annex 1C Or Annex 1D	Self-certification by the Contractor (" Annex 1A " in the case of Italian companies, " Annex 1C " in the case of foreign companies) or by the self-employed (" Annex 1B " for Italian self-employed persons " Annex 1D " for foreigners) concerning <ul style="list-style-type: none"> - possession of the professional and technical skills required in relation to the work/service - a declaration certifying that neither the company nor the staff employed have been subject to criminal or civil proceedings, within the scope of the company's activity, pursuant to the applicable laws on combating irregular work and protecting the health and safety of workers
03	Document certifying the regularity of contributions	DURC for Italian companies, or documentation proving the regular payment of insurance contributions issued by the competent authority of the country of origin
04	ATI Documentation	Copy of the memorandum of association of Temporary Associations of Companies/Groupings of Companies and/or Consortia (where applicable)
05	Acceptance of the PSC/ DUVRI/ Safety Costs	Where foreseen by the Client, acceptance of: <ol style="list-style-type: none"> a. PSC in the case of temporary or mobile work sites (pursuant to Article 100 of Italian Legislative Decree No. 81/2008) b. DUVRI (pursuant to Article 26, c.3, of Italian Legislative Decree No. 81/2008) c. acceptance of the "Safety Costs" estimate prepared by the client (where applicable)
06	Subcontractors (if any)	Completion of the authorisation application form in Annex 4

7.2 Documentation to be provided prior to commencement of the Work/Service

The procedures to be followed for the following cases are defined below:

- contractors,
- self-employed workers,
- professional services of an intellectual nature.

7.2.1 Contractors

Before commencing work/services, the Contractor must provide the Client (**Contract Management Unit**) with the following documentation.

In the case of work falling within the scope of a temporary or mobile construction site, the list of required documents may be supplemented by specific requests related to the construction site and the activities to be performed, which may be made by the safety coordinator during the execution phase (CSE) or by the Project Supervisor. This list of documents will be communicated by these parties as part of the Safety and Health Coordination plan (HSE Plan) or in other approved document or during specific site meetings.

In the case of subcontracting, the contractor must submit to the Client the same set of documents relating to each subcontractor.

The transmission of the documents listed below is normally done through the use of digital platforms that ERG makes available, also through third-party companies appointed by ERG.

	REFERENCE	DOCUMENT REQUIRED
01	Document certifying the regularity of contributions	DURC for Italian companies or documentation proving the regular payment of insurance contributions issued by the competent authority of the country of origin
02	Certificates	Third party liability insurance policy (as stipulated in the General Terms and Conditions of Work and Services) and its validation receipt
03	Health and safety risk assessment document Or Operational Health and Safety Risk Assessment Plan (OSP)	Risk assessment document related to the work activity/performance signed by the employer Or Operational Health and Safety Risk Assessment Plan (OSP) when working on a temporary or mobile work site signed by the employer
04	Annex 2A Or Annex 2B	Employer's self-declaration concerning employees (" Annex 2A " in the case of Italian companies, " Annex 2B " in the case of foreign companies), including the Contractor's self-declaration that all staff have been specifically trained in occupational health and safety. With regard to what has been declared, ERG reserves the right to carry out verification requests, entailing the Contractor's obligation to send certificates confirming what has been self-declared

05	Annex 3	Contractor's Health & safety organization chart (Annex 3)
06	Annex 4	Request for authorisation to subcontract (Annex 4)
07	List of Material Safety Data Sheets	List of substances classified as hazardous and their valid Material Safety Data Sheets (e.g. toxic, corrosive, harmful, irritant, flammable)
08	List of PPE	List of personal protective equipment (lifesaving category 3) supplied to the worker and signed by the worker, and copy of the last PPE inspection report against falls from height
09	List of training certificates	<p>Copy of the following training certificates (where applicable to the specific job), valid (i.e. including proof of updating) to be submitted together with the declaration in Annex 2A (Italian company) or 2B (foreign company):</p> <ul style="list-style-type: none"> - use of third category PPE (gas masks, self-contained breathing apparatus, safety harnesses); - rescue training for access at height in wind turbines; - electrical work (PES, PEI, PAV); - driving lifting equipment (crane, forklift, cherry-picker); - qualification for the use of work equipment referred to in Article 73(5) of Italian Legislative Decree No. 81/2008, as identified by the relevant and current Agreement in the State-Regions Conference; - use of work equipment requiring special experience and capabilities, pursuant to Article 71(7) of Italian Legislative Decree No. 81/2008; - training course for work in a suspected polluted or confined environment; - training course for the assembly and disassembly of prefabricated elements (scaffolding), pursuant to Article 136 and Annex XXI of Italian Legislative Decree No. 81/2008; - Work subject to ionising radiation (Article 180(3), Italian Legislative Decree No. 81/2008); - remediation of material containing fibres (ceramics, asbestos, silicon).
10	List of work equipment	Equipment and means of work owned by the contractor or in its exclusive use (Annex 6)
11	Credit licence	In relation to all construction or civil engineering work, the presentation and delivery of a copy of the credit licence in construction is required, with the contents set out in Article 27 of Italian Legislative Decree No. 81/2008, as amended by Law No. 56/2024. For companies established in an EU Member State other than Italy or in a non-EU State, possession of an equivalent document issued by the competent authority of the country of origin and, in the case of a non-EU State, recognised under Italian law, is sufficient.

7.2.2 Self-employed persons

Prior to the commencement of the works and/or services, the self-employed persons must provide the following documentation to the Client (**Contract Management Unit**).

In the case of work falling within the scope of a temporary or mobile construction site, the list of required documents may be supplemented by specific requests related to the construction site and the activities to be performed, which may be made by the safety coordinator during the execution phase (CSE) or by the Project Supervisor. This list of documents will be communicated by these parties as part of the Safety and Health Coordination plan (HSE Plan) or in other approved document or during specific site meetings.

The transmission of the documents listed below is normally done through the use of digital platforms that ERG makes available, also through third-party companies appointed by ERG.

	REFERENCE	DOCUMENT REQUIRED
01	Document certifying the regularity of contributions	Certificate of Single Payment of Insurance Contributions or documentation proving the regular payment of insurance contributions issued by the competent authority of the country of origin
02	Certificates	Third party liability insurance policy (as stipulated in the General Terms and Conditions of Work and Services) and its validation receipt
03	List of Material Safety Data Sheets	List of substances classified as hazardous and their valid Material Safety Data Sheets (e.g. toxic, corrosive, harmful, irritant, flammable)
04	List of PPE	List of personal protective equipment
05	List of training certificates	<p>Copies of the following valid training certificates (i.e. including proof of further training):</p> <ul style="list-style-type: none"> - use of third category PPE (gas masks, self-contained breathing apparatus, safety harnesses) - rescue training for access at height in wind turbines - electrical work (PES, PEI, PAV) - driving lifting equipment (crane, forklift, cherry-picker) - qualification for the use of work equipment referred to in Article 73(5) of Italian Legislative Decree No. 81/2008, as identified by the relevant and current Agreement in the State-Regions Conference - use of work equipment requiring special experience and capabilities, pursuant to Article 71(7) of Italian Legislative Decree No. 81/2008 - training course for work in a suspected polluted or confined environment - training course for the assembly and disassembly of prefabricated elements (scaffolding), pursuant to Article 136 and Annex XXI of Italian Legislative Decree No. 81/2008 - Work subject to ionising radiation (Article 180(3), Italian Legislative Decree No. 81/2008) - remediation of material containing fibres (ceramics, asbestos, silicon).

06	Checks that training has taken place	With regard to what is declared in Annex 1B or 1D, ERG reserves the right to carry out verification requests, entailing the obligation of the self-employed person to send the certificates confirming what was declared in the self-declaration
07	List of machinery and certificates	List of lifting machinery, equipment and accessories (Annex 6) which will be used on the work site
08	Credit licence	In relation to all construction or civil engineering work, the presentation and delivery of a copy of the credit licence in construction is required, with the contents set out in Article 27 of Italian Legislative Decree No. 81/2008, as amended by Law No. 56/2024. For self-employed persons established in an EU Member State other than Italy or in a non-EU State, possession of an equivalent document issued by the competent authority of the country of origin and, in the case of a non-EU State, recognised under Italian law, is sufficient.

7.2.3 Professional services of an intellectual nature

If the professional services of an intellectual nature don't require the access at the premises/Production Units where the Client operates the present paragraph doesn't apply.

If the professional services of an intellectual nature require the access at the premises/Production Units where the Client operates and involve activities with the presence of specific risks, the provisions of the previous paragraphs 7.2.1 or 7.2.2 will apply.

In all the other cases, prior to the commencement of the services, the Service Providers of "professional services of an intellectual nature", must provide the following documentation to the Client (**Contract Management Unit**):

- A) In case of only occasional and sporadic access and presence at the premises/production units where the Client operates (visitor): an identification document (identity card, passport, or equivalent document), valid for the entire duration of the service.
- B) In case of service which involves access and presence for significant and continuous periods at the premises/Production Units where the Client operates

	REFERENCE	REQUIRED DOCUMENT
01	ID card	A valid identification document (identity card, passport, or equivalent document), valid for the entire duration of the service
02	Document	Proof of compliance with compulsory insurance against accidents and for social security (where applicable)
03	Certificate	Third party liability insurance policy (as stipulated in the General Terms and Conditions of Work and Services) and its validation receipt

8 ANNEXES

Annex 0A	ERG's Sustainability Policy (see www.erg.eu website)
Annex 0B	ERG Supplier Code of Conduct (see www.erg.eu website)
Annex 1A	Self-certification of possession of the requirements of technical-professional suitability/declaration in lieu of affidavit (pursuant to Articles 46 and 47 of Presidential Decree no. 445 of 28 December 2000) for Italian companies
Annex 1B	Self-certification of possession of the requirements of technical-professional suitability and declaration in lieu of affidavit (pursuant to Articles 46 and 47 of Presidential Decree No. 445 of 28 December 2000) for self-employed Italian person
Annex 1C	Self-certification of possession of the requirements of technical-professional suitability/declaration in lieu of affidavit (pursuant to Articles 46 and 47 of Presidential Decree no. 445 of 28 December 2000) for foreign companies
Annex 1D	Self-certification of possession of the requirements of technical and professional suitability and declaration in lieu of affidavit (pursuant to Articles 46 and 47 of Presidential Decree no. 445 of 28 December 2000) for foreign self-employed persons
Annex 2A	Employer's declaration of workers employed (Italy)
Annex 2B	Employer's declaration of workers employed (EU companies)
Annex 3	Contractor's Health & safety organisation chart related to the specific job/service
Annex 4	Request for authorisation to subcontract
Annex 5	Request for the use of Client-owned equipment
Annex 6	Equipment and means of work owned by the contractor or in its exclusive use
Annex 7	Declaration of possession of requirements ex Presidential Decree 177/2011 for the qualification of companies and self-employed persons operating in areas suspected of pollution or confined environments
Annex 8	Timing for notification of 'abnormal events' by the Contractor
Annex 9	Monthly HSE Report
Annex 10	List of sanctionable HSE violations

SELF-CERTIFICATION OF POSSESSION OF THE REQUIREMENTS OF TECHNICAL-PROFESSIONAL SUITABILITY/DECLARATION IN LIEU OF AFFIDAVIT (PURSUANT TO ARTICLES 46 AND 47 OF PRESIDENTIAL DECREE NO. 445 OF 28 DECEMBER 2000) FOR ITALIAN COMPANIES (TO BE PRINTED ON HEADED PAPER - COMPANY)

I, the undersigned
 Born inon.....
 Tax Code.....Resident in.....
 Street/Square.....
 with a valid Identity Document (a copy of which is attached)
 as legal representative of the company.....
 with registered office in, Via/Piazza
 aware of the sanctions provided for in Article 76 of Presidential Decree no. 445/2000, in the event of false and untrue declarations, having regard to Article 26 of Italian Legislative Decree no. 81/2008,

DECLARES:

- that the company is registered with the Chamber of Commerce, Industry, Agriculture and Crafts of under no. with prevalent activity inherent to the subject of the Contract;
- that this Contractor has the necessary and sufficient capital, knowledge, experience and technical capabilities, machinery, equipment, resources and staff to ensure the work commissioned is carried out in a workmanlike manner with management at its own risk and with organisation of the necessary means;
- that it is not subject to suspension or prohibition measures pursuant to Article 14 of Italian Legislative Decree No. 81/2008 (and undertakes to notify any changes in this regard);
- that the company has fulfilled the obligations required by safety standards, in particular that it has prepared the company risk assessment document pursuant to Italian Legislative Decree No. 81/2008;
- that it has appointed the Health and Safety Manager, the competent doctor, and emergency workers (fire-fighting and first aid);
- that it has provided information, education and training for staff in the cases provided for by the regulations in force;
- that it is in possession of the specific documentation certifying compliance with the provisions of Italian Legislative Decree No. 81/2008 for the machinery, equipment and provisional works used for the execution of the works covered by the Contract;
- that it has received from the Client information on the specific hazards existing in the working environment in which the Company is to operate and on the preventive and emergency measures to be adopted;
- that it will inform the staff, who will come to work at the Client's premises, about the aforementioned risks, preventive and protective measures;
- that it is aware of the dangers that may arise from tampering with the safety measures taken
- that it complies with and ensures that its staff comply with the applicable laws and standards on occupational health and safety in the work place and environmental protection and relating to the activities being entrusted;
- that it ensures that staff will always carry ID badges and that the badges will be displayed while they are in the work place;
- in the case of construction or civil engineering work, that it is in possession of a valid credit licence;
- that there have been no fatal accidents in the last 12 months (and undertakes to communicate any changes in this regard);
- that it undertakes to conclude and send to the Client, prior to the commencement of work, the third-party liability insurance policies as stipulated in the General Conditions of Work/Services.

It also declares that it is aware of the legal sanctions for failure to do so.

- that the companies (where present) for which authorisation to subcontract has been requested meet all the requirements for the Contractor, that they have been made aware and informed of the risks present in the work area, and of all information communicated by the Client to the Contractor, and that the subcontracts specify an appropriate amount for the safety charges to be paid to the subcontractors. also declares that the economic value is adequate and sufficient with respect to the cost of labour and the cost related to safety;

Furthermore, **EXPRESSLY DECLARES,**

as required by Article 26(1) of Italian Legislative Decree No. 81/2008:

- that its Company and its workers and collaborators are fit and able to carry out the activity envisaged in the Contract, being equipped with the necessary means of work, including PPE and the equipment necessary to carry out their tasks safely, and that the machinery and equipment are subject to scheduled maintenance and periodic inspections;
- that they have been provided with sufficient training and information regarding safe working practices and are, where applicable, subject to mandatory health surveillance;
- that the company has fulfilled the requirements of the safety standards, in particular the risk assessment;
- that with regard to its employees present in the work place, it observes all obligations deriving from legal regulations concerning regular employment, compulsory insurance against accidents and for social security, as well as the obligations deriving from the applicable CCNL, and undertakes to ensure that its employees are paid no less than the requirements provided for by the CCNL for the sector. The Contractor releases the Client from any burden and (joint) liability in this respect.

With reference to the information received by the Company, when requesting an offer, pursuant to and for the purposes of Article 13 of EU Regulation No. 679 of 2016, the undersigned hereby consents to the processing of personal data of a judicial nature conferred for the following purposes:

- (i) to check the technical, economic and financial suitability of the bid and of the bidding company and verify that the latter meets all the requirements imposed by the applicable regulation for the possible award of the contract;
- (ii) to enable the proper regulatory, technical and financial management of the contractual relationship that would be established in the event of the contract being awarded to the tenderer's company and the fulfilment of the legal obligations associated with the award;
- (iii) to enable the company reporting necessary for the management, where applicable, of the contract and the relations to be established with the bidder.

Sincerely,

The undersigned, legal representative, or person entitled to represent the Company

Date ___ / ___ / _____

Stamp and Signature

Annex: Uncertified photocopy of the declarant's identity document

SELF-CERTIFICATION OF THE POSSESSION OF THE REQUIREMENTS OF TECHNICAL PROFESSIONAL QUALIFICATIONS AND SUBSTITUTE STATEMENT OF ACT OF NOTARISATION (PURSUANT TO ARTICLES 46 AND 47 OF THE DECREE OF 28 DECEMBER 2000, NO. 445) FOR ITALIAN SELF-EMPLOYED PERSONS

(TO BE PRINTED ON HEADED PAPER - SELF-EMPLOYED PERSON)

The undersigned as a "self-employed person" with registered office at,
Via.....,
registered with the Chamber of Commerce of, Tax Code and VAT number
....., REA, aware of the sanctions provided for by art. 76 of
D.P.R. 445/00, in the event of false and untrue declarations, having regard to art. 26 of Italian
Legislative Decree no. 81/2008,

DECLARES:

- that they are registered with the Chamber of Commerce, Industry, Agriculture and Handicrafts with prevalent activity inherent to the subject of the contract, if such registration is compulsory, and, in any case, to possess adequate work experience and competence, having regard to the activities covered by the contract;
- that the machinery, equipment and provisional works used comply with the provisions of Italian Legislative Decree No. 81/2008;
- that they have appropriate Personal Protective Equipment (list);
- that they have carried out all the compulsory training courses for self-employed persons on health and safety in the workplace, including also the refresher courses, as regulated by the provisions of the law in force and other levels (with particular reference to the training courses regulated by the State-Regions Agreements in force), including also the training courses - where required by the nature of the activities requested in the Contract - compulsory for specific hazards;
- that they undertake to deliver to ERG, at the stage of any possible verification by the Client and following a simple request, the certificates proving the truthfulness of what is the subject of this self-declaration;
- that they are fully aware of all the difficulties and burdens inherent in the work to be performed and to have the necessary organisation for its perfect execution;
- that they are in possession of a declaration issued by a competent doctor stating fitness for the job, where applicable;
- that they have fulfilled all the obligations imposed by current regulations on health and safety at work, on contributions and that they have complied with the insurance and social security obligations laid down by law and by contract;
- in the case of construction or civil engineering work, that it is in possession of a valid credit licence;
- that they ensure to always carry an ID badge and that the badge will be displayed while they are in the work place. They also declare that they are aware of the legal sanctions for failure to do so;
- that it undertakes to conclude and send to the Client, prior to the commencement of work, the third-party liability insurance policies as stipulated in the General Conditions of Work/Services.

With reference to the information received by the Company, when requesting an offer, pursuant to and for the purposes of Article 13 of EU Regulation No. 679 of 2016, the undersigned hereby consents to the processing of personal data of a judicial nature conferred for the following purposes:

- (i) to check the technical, economic and financial suitability of the tender and the tenderer and verify that the latter meets all the requirements imposed by the applicable regulation for the purposes of the possible award of the contract;
- (ii) to enable the proper regulatory, technical and financial management of the contractual relationship that would be established in the event of the contract being awarded to the tenderer and the fulfilment of the legal obligations associated with the award;
- (iii) to enable the company reporting necessary for the management, where applicable, of the contract and the relations to be established with the bidder.

Sincerely,

I, the undersigned

Place Date ____ / ____ / ____

Stamp and Signature

Annex: Uncertified photocopy of the declarant's identity document

SELF-CERTIFICATION OF POSSESSION OF THE REQUIREMENTS OF TECHNICAL-PROFESSIONAL SUITABILITY/DECLARATION IN LIEU OF AFFIDAVIT (PURSUANT TO ARTICLES 46 AND 47 OF PRESIDENTIAL DECREE NO. 445 OF 28 DECEMBER 2000) FOR FOREIGN COMPANIES

I, the undersigned _____, nationality _____, born in _____, on _____ and residing at _____, prov. _____, address _____, identified by document: _____, in my capacity as legal representative of the company _____

aware of the criminal liability they may incur in the event of a false declaration, also pursuant to Articles 46, 47 and 76 of Presidential Decree No. 445 of 28 December 2000

DECLARES:

- that the company is based outside the Italian territory, as indicated above, being registered with the authority of the country of origin similar to the Italian Chamber of Commerce, Industry, Agriculture or Crafts, as certified in the attached certificate, with prevalent activity inherent to the subject of the contract;
- that this Contractor has the necessary and sufficient capital, knowledge, experience and technical capabilities, machinery, equipment, resources and staff to ensure the work commissioned is carried out in a workmanlike manner with management at its own risk and with organisation of the necessary means;
- that it is not subject to suspension or prohibition measures pursuant to Article 14 of Italian Legislative Decree No. 81/2008 (and undertakes to notify any changes in this regard);
- that the company has fulfilled the obligations required by safety standards, in particular that it has prepared the company risk assessment document pursuant to Italian Legislative Decree No. 81/2008;
- that it has appointed the Health and Safety Manager, the competent doctor, and emergency workers (fire-fighting and first aid);
- that it has provided information, education and training for staff in the cases provided for by the regulations in force;
- that it is in possession of the specific documentation certifying compliance with the provisions of Italian Legislative Decree No. 81/2008 and subsequent amendments for the machinery, equipment and provisional works used for the execution of the works covered by the Contract;
- that it has received from the Client information on the specific hazards existing in the working environment in which the Company is to operate and on the preventive and emergency measures to be adopted;
- that it will inform the staff, who will come to work at the Client's premises, about the aforementioned risks, preventive and protective measures;
- that it is aware of the dangers that may arise from tampering with the safety measures taken
- that it has provided the Client with all the necessary information for the correct preparation of the Risk & Interference Assessment Document;
- that it undertakes to comply with and ensure that its staff complies with the applicable laws and regulations on occupational health and safety in the work place and environmental protection and relating to the activities being entrusted;
- that it ensures that staff will always carry ID badges and that the badges will be displayed while they are in the work place;
- in the case of construction or civil engineering works, to be, for companies established in a European Union member state other than Italy or in a non-European Union state, in possession of a document equivalent to the credit license in construction (Article 27 of Italian Legislative Decree No. 81/2008) issued by the competent authority of the country of origin and, in the case of a non-European Union state, recognized under Italian law;
- that there have been no fatal accidents in the last 12 months (and undertakes to communicate any changes in this regard);
- that it undertakes to conclude and send to the Client, prior to the commencement of work, the third-party liability insurance policies as stipulated in the General Conditions of Work/Services.

It also declares that it is aware of the legal sanctions for failure to do so.

- that the companies (where present) for which authorisation to subcontract has been requested meet all the requirements for the Contractor, that they have been made aware and informed of the risks present in the work area, and of all information communicated by the Client to the Contractor, and that the subcontracts specify an appropriate amount for the safety charges to be paid to the subcontractors. also declares that the economic value is adequate and sufficient with respect to the cost of labour and the cost related to safety;

Furthermore, **EXPRESSLY DECLARES,**

as required by Article 26, c. 1 of Italian Legislative Decree No. 81/2008 as amended:

- that its Company and its workers and collaborators are fit and able to carry out the activity envisaged in the Contract, being equipped with the necessary means of work, including PPE and the equipment necessary to carry out their tasks safely, and that the machinery and equipment are subject to scheduled maintenance and periodic inspections;
- that they have been provided with sufficient training and information regarding safe working practices and are, where applicable, subject to mandatory health surveillance;
- that such training and information, even if provided in compliance with the provisions of the country of reference, has contents equivalent to those provided in Italy, being able to provide the relevant documentary evidence at any time;
- that the company has fulfilled the requirements of the safety standards, in particular the risk assessment, similarly to what is required in Italy;
- to observe, with regard to its employees present in the work place, all obligations deriving from legal regulations concerning regular employment, compulsory insurance against accidents and for social security, as well as the obligations deriving from the applicable CCNL, and undertakes to ensure that its staff is paid no less than the requirements provided for by the Italian CCNL for the sector. In this respect, the Contractor releases the Client from any burden and (joint) liability in this respect.

With reference to the information received by the Company, when requesting an offer, pursuant to and for the purposes of Article 13 of EU Regulation No. 679 of 2016, the undersigned hereby consents to the processing of personal data of a judicial nature conferred for the following purposes:

- (i) to check the technical, economic and financial suitability of the bid and of the bidding company and verify that the latter meets all the requirements imposed by the applicable regulation for the possible award of the contract;
- (ii) to enable the proper regulatory, technical and financial management of the contractual relationship that would be established in the event of the contract being awarded to the tenderer's company and the fulfilment of the legal obligations associated with the award;
- (iii) to enable the company reporting necessary for the management, where applicable, of the contract and the relations to be established with the bidder.

Sincerely,

The undersigned, legal representative, or person entitled to represent the Company

Date ___ / ___ / _____

Stamp and Signature

Annex: Uncertified photocopy of the declarant's identity document

SELF-CERTIFICATION OF POSSESSION OF THE REQUIREMENTS OF TECHNICAL AND PROFESSIONAL SUITABILITY AND DECLARATION IN LIEU OF AFFIDAVIT (PURSUANT TO ARTICLES 46 AND 47 OF PRESIDENTIAL DECREE NO. 445 OF 28 DECEMBER 2000) FOR FOREIGN SELF-EMPLOYED PERSONS

I, the undersigned _____, nationality _____, born in _____, on _____ and residing at _____, prov. _____, address _____, identified by document: _____, in my capacity as a self-employed person _____

aware of the criminal liability they may incur in the event of a false declaration, also pursuant to Articles 46, 47 and 76 of Presidential Decree No. 445 of 28 December 2000

DECLARES:

- to operate outside the Italian territory, as indicated above, being registered with the authority of the country of origin similar to the Italian Chamber of Commerce, Industry, Agriculture or Handicrafts, as certified in the attached certificate, with prevalent activity inherent to the subject of the contract;

or:

- not to be registered with the Italian Chamber of Commerce, Industry, Agriculture and Crafts or to be registered with the authority of the country of origin similar to the Italian Chamber of Commerce, Industry and Crafts because the activity carried out does not require such registration, either under the regulations of the country of origin or under Italian regulations;
- that they possess adequate experience, competence and knowledge suitable for carrying out the activity covered by the tender;
- that the machinery, equipment and provisional works used comply with the provisions of Italian Legislative Decree No. 81/2008;
- that they have appropriate Personal Protective Equipment (list);
- that they have undergone appropriate training;
- that they are fully aware of all the difficulties and burdens inherent in the work to be performed and to have the necessary skills and experience for its perfect execution;
- that they are in possession of a declaration issued by a competent doctor stating fitness for the job, where applicable, and, in any case, to be in a physical condition suitable for the task;
- that they have fulfilled all the obligations imposed by current regulation on health and safety at work, on contributions and that they have complied with the insurance and social security obligations laid down by law and by contract;
- For self-employed persons established in an EU Member State other than Italy or in a non-EU Member State, to be in possession of a document equivalent to a credit licence (Article 27 of Italian Legislative Decree No. 81/2008) issued by the competent authority of the country of origin and, in the case of a non-European Union state, recognized under Italian law;
- that they ensure to always carry an ID badge and that the badge will be displayed while they are in the work place. They also declare that they are aware of the legal sanctions for failure to do so;
- that it undertakes to conclude and send to the Client, prior to the commencement of work, the third-party liability insurance policies as stipulated in the General Conditions of Work/Services.

Furthermore, **EXPRESSLY DECLARES**, as required by Article 26, c. 1 of Italian Legislative Decree No. 81/2008 as amended:

- that they are fit and able to carry out the activity envisaged in the Contract, being equipped with the necessary means of work, including PPE and those necessary to carry out their tasks safely, and that the machinery and equipment are subject to scheduled maintenance and periodic inspections;
- that sufficient training and information about acting safely at work has been provided;

- that such training and information, even if provided in compliance with the provisions of the country of reference, has contents equivalent to those provided in Italy, being able to provide the relevant documentary evidence at any time;
- that they have complied with the requirements of the health and safety standards for self-employed persons, similar to those in Italy;

With reference to the information received by the Company, when requesting an offer, pursuant to and for the purposes of Article 13 of EU Regulation No. 679 of 2016, the undersigned hereby consents to the processing of personal data of a judicial nature conferred for the following purposes:

- (i) to check the technical, economic and financial suitability of the bid and of the bidding company and verify that the latter meets all the requirements imposed by the applicable regulation for the possible award of the contract;
- (ii) to enable the proper regulatory, technical and financial management of the contractual relationship that would be established in the event of the contract being awarded to the tenderer's company and the fulfilment of the legal obligations associated with the award;
- (iii) to enable the company reporting necessary for the management, where applicable, of the contract and the relations to be established with the bidder.

Sincerely,
I, the undersigned, self-employed person

Date ___ / ___ / _____

Stamp and Signature

Annex: Uncertified photocopy of the declarant's identity document

DECLARATION BY THE EMPLOYER CONCERNING THE WORKERS EMPLOYED (*) (ITALIAN COMPANY)**(ON HEADED PAPER - COMPANY)**

The undersigned _____ born in _____ on _____
 resident at _____ Prov. _____
 in Via _____ n° _____,
 employer/company owner _____
 for the work/activities of _____

 (order number or contract _____)

hereby declares under their own responsibility:

- that the CCNL applied to its employees is _____;
- that the details of the INPS and INAIL insurance positions are _____;
- that it has complied with all obligations under Legislative Decree No. 81/2008 and current regulation on workers' health and safety;
- that its own staff and that of any subcontractors/self-employed persons who will be employed in the course of the works/activities will be informed/trained in advance on
 - o tasks to be performed;
 - o hazards specific to the tasks performed;
 - o use of preventive and protective equipment and means;
 - o third-category PPE
 - o activities in confined spaces and/or at heights (if any);
 - o Site-specific Emergency Plan.
- that the staff assigned to the planned work are in possession of a fitness for duty certificate issued by the competent doctor;
- in particular, I expressly declare the medical suitability of staff working in jobs subject to special risks (e.g. asbestos, confined spaces, working at heights, hymenoptera allergies for outdoor work).

A copy of the following is also attached hereto:

- the list of staff who will access the Client's sites, containing their first name, last name, date of employment, qualification;
- the certificates/qualifications of staff that may be required according to current accident prevention regulations, as listed below:
 - o work at height;
 - o rescue training for access at height in wind turbines;
 - o use of third category PPE (gas masks, self-contained breathing apparatus, safety harnesses);
 - o assembly of scaffolding and provisional works;
 - o Work subject to ionising radiation (Article 180(3), Italian Legislative Decree No. 81/2008);
 - o remediation of material containing fibres (ceramics, asbestos, silicon);
 - o use of work equipment for which a specific qualification of operators is required, in implementation of Article 73 of Italian Legislative Decree No. 81/2008 (e.g.: forklift trucks, cranes, lifting platforms), having regard to the National-Regions Agreement of 22 February 2012;
 - o use of work equipment requiring special experience and capabilities, pursuant to Article 71(7) of Italian Legislative Decree No. 81/2008;
 - o work inside confined spaces;
 - o electrical work (PEI, PES, PAV).

Lastly, aware of the criminal liability they may incur in the event of a false declaration, also pursuant to Articles 46, 47 and 76 of Presidential Decree No. 445 of 28 December 2000

DECLARES:

- that all its staff that it will employ for work activities for the Client, and whose names have been communicated in accordance with ERG Group procedures, have carried out all compulsory training courses on health and safety in the workplace, also including refresher courses, as regulated by the laws in force and other levels (with particular reference to the training courses regulated by the State-Regions Agreements in force); this includes training and instruction for emergency management;
- that it has verified that all the staff that its subcontractors will employ for work activities for the Client, and whose names have been communicated in accordance with ERG Group procedures, have carried out all the compulsory training courses on health and safety in the workplace, also including refresher courses, as regulated by the laws in force and other levels (with particular reference to the training courses regulated by the State-Regions Agreements in force); this includes training and instruction for emergency management;
- that it undertakes to deliver to ERG, at the stage of any possible verification by the Client and following a simple request, the certificates proving the truthfulness of what is the subject of this self-declaration;

Sincerely,

The undersigned, legal representative, or person entitled to represent the Company

Date ____ / ____

Stamp and Signature

(*) Adapt/delete any documentation not relevant to the work

DECLARATION OF THE EMPLOYER CONCERNING THE WORKERS EMPLOYED (*) (FOREIGN COMPANY) (ON HEADED PAPER - COMPANY)

The undersigned _____ born in _____ on _____
 resident at _____ Prov. _____
 in Via _____ n° _____,
 employer/company owner _____, based in
 (indicate country and address of company's registered office abroad)
 for the work/activities of _____

 (order number or contract _____)

hereby declares under their own responsibility:

- that the Company is based in Italy and, therefore, is registered with the Chamber of Commerce, Industry, Agriculture and Handicrafts of.....at
 n..... with prevalent activity inherent to the subject of the Contract;

or:

- that the company is based outside the Italian territory, as indicated above, being registered with the authority of the country of origin similar to the Italian Chamber of Commerce, Industry, Agriculture or Crafts, as certified in the attached certificate, with prevalent activity inherent to the subject of the contract;

- that this Contractor has the necessary and sufficient capabilities, knowledge, experience and technical capacity, machinery, equipment, resources and staff to ensure the work commissioned is carried out in a workmanlike manner with management at its own risk and with organisation of the necessary means;

- that it has not been subject to any suspension or disqualification measures in respect of its business activity, similar to those referred to in Article 14 of Italian Legislative Decree no. 81/2008 (and undertakes to notify any changes in this regard);

- that the company has fulfilled the obligations required by health and safety standards, in particular that it has prepared a company risk assessment document, as required by Italian Legislative Decree No. 81/2008;

- to have appointed the Health and Safety Manager, the competent doctor, and the persons in charge of emergencies (fire-fighting and first aid), as required by current Italian regulation;

- to have provided information, education and training of staff in the cases provided for by the regulations in force, similarly to what is provided for in Italy;

- that such education, information and training - even if provided in compliance with the provisions of the country of reference - has contents equivalent to those provided in Italy, being able to provide the relevant documentary evidence at any time, at the Client's simple request. It remains necessary to produce the following documentary evidence (which must accompany this declaration) concerning the attainment (also in the country of origin) of certificates/qualifications required for

- o work at height;
- o rescue training for access at height in wind turbines;
- o use of third category PPE (gas masks, self-contained breathing apparatus, safety harnesses);
- o assembly of scaffolding and provisional works;
- o Work subject to ionising radiation (Article 180(3), Italian Legislative Decree No. 81/2008);
- o remediation of material containing fibres (ceramics, asbestos, silicon);

- o use of work equipment for which a specific qualification of operators is required, in implementation of Article 73 of Italian Legislative Decree No. 81/2008 (e.g.: forklift trucks, cranes, lifting platforms), having regard to the National-Regions Agreement of 22 February 2012;
 - o use of work equipment requiring special experience and capabilities, pursuant to Article 71(7) of Italian Legislative Decree No. 81/2008;
 - o work inside confined spaces;
 - o electrical work (PEI, PES, PAV);
- to be in possession of the specific documentation certifying the conformity of the machinery, equipment and provisional works used for the execution of the works covered by the Contract, similarly to the provisions of Italian Legislative Decree No. 81/2008;
 - to have received from the Client information on the specific hazards existing in the working environment in which the Company is to operate and on the preventive and emergency measures to be adopted;
 - that it will inform the staff, who will come to work at the Client's premises, about the aforementioned risks and preventive and protective measures;
 - to have examined the areas in which the work will be carried out, the relevant plants and any limitations and to be fully aware of all difficulties and burdens inherent in the same and to have the necessary organisation for its perfect execution;
 - that they are aware of the dangers that may arise from tampering with the safety measures adopted and from working outside the areas mentioned above;
 - that it has provided the Client with all the necessary information for the correct preparation of the Risk & Interference Assessment Document;
 - that it complies with and ensures that its staff comply with the applicable laws and regulations on occupational health and safety in the work place and environmental protection and relating to the activities being entrusted;
 - to ensure that staff will always carry ID badges and that the same will be displayed for the duration of their stay in the work place; furthermore, declares that it is aware of the legal sanctions against it for failure to display the same;
 - that there have been no fatal accidents in the last 12 months (and undertakes to communicate any changes in this regard);
 - that the companies (where present) for which authorisation to subcontract has been requested meet all the requirements for the Contractor, that they have been made aware and informed of the risks present in the work area, and of all information communicated by the Client to the Contractor, and that the subcontracts specify an appropriate amount for the safety charges to be paid to the subcontractors. also declares that the economic value is adequate and sufficient with respect to the cost of labour and the cost related to safety;
 - that it has verified that all the staff that its subcontractors will employ for work activities for the Client, and whose names have been communicated in accordance with ERG Group procedures, have carried out all the compulsory training courses on health and safety in the workplace, also including refresher courses, as regulated by the laws in force and other levels (with particular reference to the training courses regulated by the State-Regions Agreements in force); this includes training and instruction for emergency management;
 - that it undertakes to deliver to ERG, at the stage of any possible verification by the Client and following a simple request, the certificates proving the truthfulness of what is the subject of this self-declaration;

Sincerely,

The undersigned, legal representative, or person entitled to represent the Company

Date ___ / ___

Stamp and Signature

(*) Adapt/delete any documentation not relevant to the work

HEALTH AND SAFETY ORGANIGRAM OF THE CONTRACTOR
RELATED TO THE SPECIFIC JOB/SERVICE

Role	Name and Surname
Employer	
Health and Safety Manager (HSM)	
Health and Safety Officer (HSO)	
Workers' Representatives (RLS)	
Company Doctor	
Security Managers	
Supervisors	
Fire-fighting emergency workers	
First aider	

REQUEST FOR AUTHORISATION TO SUBCONTRACT**(TO BE PRINTED ON THE HEADED PAPER - CONTRACTOR)**

With reference to the work commissioned to us under contract/PO/ODAS No. _____
dated ___ / ___ / _____ regarding _____

We seek your permission to contract out the expert work of _____

in subcontract with _____/INAIL No. _____
INPS No. _____ / Chamber of Commerce registration number _____

it is hereby declared that:

1. Subcontracting does not violate the provisions of Italian Legislative Decree No. 276 of 10 September 2003, as amended and supplemented;
2. We guarantee the technical and organizational reliability of the sub-contractor and the execution of the work in compliance with current safety and environmental hygiene standards;
3. We shall be responsible for the strict observance of the regulations and the ERG S.p.a. (or ERG Group companies) General Conditions of Contract by the subcontractor; we declare that the subcontractor has been informed of such regulations, which are contained in the Contract and in the existing annexes, and the General Conditions of Contract. Copies of these Annexes and Conditions have been provided to the latter and the latter has undertaken to inform and instruct its staff. In any case, we shall remain liable to the Client for the exact execution and, in any case, for all obligations assumed;
4. Specifically, we have read and warrant the provisions of point 3.5 "Subcontracting" of the ERG Group's HSE Health, Safety and Environment Specifications;
5. The overall manager and manager responsible for the contract and work safety, including subcontracting, is our Work Site Manager/Supervisor
6. We declare that the subcontracting requested does not concern the execution of the entire work and does not concern all the work in the prevailing category;
7. The fees for the subcontracted work were not reduced by more than 20% compared to the contract prices;
8. We will also coordinate with the Subcontractor regarding the congruence of their safety plan with ours;
9. We declare that there are no forms of control pursuant to Art. 2359 of the Italian Civil Code on the part of the Company awarded the subcontract;
10. We declare that the workers of have been duly trained and informed, on the basis of the information provided by you for the performance of activities in a specific hazard environment and that they have received from the same, considering them suitable for performing the work entrusted, the same information requested by you and provided by us during the tender phase. We also confirm that we have received a suitable safety plan from the same, consistent with our own;
11. That which is the subject of your possible authorization will not, in any case, generate cascade subcontracting (i.e. the concession of all or part of the works subcontracted to other subcontracting companies).
12. We declare that the subcontractor is not subject to suspension or debarment measures pursuant to Article 14 of Italian Legislative Decree No. 81/2008 (and undertakes to notify any changes in this regard);
13. Declare that no fatal accidents have occurred in the last 12 months (and undertake to communicate any changes in this respect) to workers of the subcontractor

It is also declared that the amount relating to subcontracting:

- is equal to euro
- is equal to % of the total value of the contract
- and in any case the total amount of all subcontracted activities (including those previously authorised) is less than 30% of the total value of the contract.
- The subcontract is valid until "dd/mm/yyyy"

We also declare that the following documentation concerning the proposed subcontractor has been checked by us and is in order:

1. registration with the Chamber of Commerce, Industry and Crafts (with recent date and in any case not prior to 6 months);
2. self-certification by the subcontractor and/or the self-employed persons in possession of the requirements of suitable technical-professional skills, pursuant to art. 47 of the single text of the Legislative and regulatory provisions regarding administrative documentation, as per Italian Presidential Decree 445/00 (including the statement that they are not subject to suspension or interdiction measures as per art. 14 of Italian Legislative Decree 81/2008);
3. Valid DURC (Documento Unico Regolarità Contributiva);

We are also committed to ensuring that the subcontractor:

- shall take out and send to the Contract Manager, prior to the commencement of work, the third party liability insurance policies as provided for in the General Conditions of Works/Services Contract;
- accepts in advance
 - the Safety and Coordination Plan (within the legal scope of Legislative Decree 81/08 - Title IV);
 - The ERG Group Code of Ethics;
 - The Supplier Code of Conduct;
 - Combined Risk & Interference Assessment Document -DUVRI- (in the case of legislative framework Legislative Decree 81/08 - art. 26);
 - estimate of safety costs prepared by the Client;
 - ERG HSE Health, Safety and Environment Specifications.

Lastly, we undertake immediately also to provide the contract manager, in the event of your authorisation to subcontract, the documentation envisaged in point 7.2 of the "ERG Group HSE specifications", before the start of work.

Best regards,

Sincerely,

Date ____ / ____

Stamp and Signature

REQUEST FOR THE USE OF CLIENT-OWNED EQUIPMENT

Contractor _____ Work place _____
 Work assigned _____

EQUIPMENT TYPE - MODEL	SERIAL NUMBER/ SERIAL NUMBER	DATE DELIVERY	DELIVERY STATUS	DATE OF RETURN	STATUS UPON RETURN

I hereby request the equipment listed above, undertaking as of now to use it with diligence and in compliance with the current work safety regulations and declaring - pursuant to and for the purposes of Article 72, paragraph 2, second sentence, of Italian Legislative Decree no. 81/2008 - that it will only be used by staff who are trained, informed and instructed in the use of the equipment in accordance with the provisions of Title III of Italian Legislative Decree no. 81/2008. Attached is the list of staff who will use the machines/equipment, with the relevant training certificate. The Contractor's representative date

DELIVERY OF CLIENT-OWNED EQUIPMENT

In taking delivery of the equipment listed above, I declare that I have been instructed on how to use it with particular regard to the prevention of accidents and occupational diseases. I also undertake to return everything in the state in which I received it. I also confirm my commitment to diligent maintenance and proper storage of the equipment.

I also undertake to ensure that the equipment is used correctly by trained staff in accordance with the regulations in force, to report any malfunctions or accidents, and to return it in the same condition as before.

DELIVERY DATE

CONTRACTOR'S SIGNATURE

APPROVED DELIVERY OFFICER

RETURN DATE

CONTRACTOR'S SIGNATURE

APPROVED RETURN OFFICER

Note: this form is completed in three stages (at the time of collection of the documents produced by the Contractor, at the time of actual commencement of work and at the time of return of the equipment) and must be retained as an annex to the Contract Documents and the Permit to Work (PtW).

EQUIPMENT AND WORK EQUIPMENTS (*) OWNED BY THE CONTRACTOR OR IN ITS EXCLUSIVE USE

Contractor _____
 Assigned jobs _____
 Work place (area/building/plant) _____

EQUIPMENT TYPE - MODEL	SERIAL NUMBER/ SERIAL NUMBER	CE CERTIFICATION	CHECKS CARRIED OUT DATE	NUMBER PLATE WITH OWNER'S NAME YES/NO

I declare that the work equipment in use:

1. complies with the specific legal and regulatory provisions transposing EU product directives, is suitable for health and safety purposes and adequate for the work to be performed.
2. has been properly maintained, is accompanied, where necessary, by appropriate operating instructions and maintenance booklets, and has been subjected to measures to update the minimum safety requirements.
3. will be used by staff trained and instructed according to current regulations.

Lastly, I declare that I have fulfilled all the provisions of Title III, Chapter I, Article 70 et seq. of Italian Legislative Decree No. 81/2008.

Sincerely,

Date _____

Contractor's representative

(*): referring to equipment:

1. for which a specific operator qualification is required (ex art.73 TU 81/08),
2. included in Annex VII TU 81/08,
3. registered vehicles (excluding vans/vehicles).

DECLARATION OF POSSESSION OF REQUIREMENTS EX PRESIDENTIAL DECREE 177/2011 FOR THE QUALIFICATION OF COMPANIES AND SELF-EMPLOYED PERSONS OPERATING IN AREAS SUSPECTED OF POLLUTION OR CONFINED ENVIRONMENTS)

(TO BE PRINTED ON THE COMPANY'S HEADED PAPER)

To
 ERG
 Via.....

The undersigned _____ born in _____ on _____
 resident at _____ Prov. _____
 in Via _____ n° _____,


employer/owner of the company/supplier of ERG Power Generation/ERG Hydro/ERG Power for the work/activities of _____
 [order or contract number]

hereby declares under its own responsibility, in the context of work in areas suspected of pollution or confined environments and in accordance with the provisions of Italian Legislative Decree 81/2008 as amended and supplemented, that it has provided/will provide for the following

- full application of the current provisions on risk assessment, health surveillance and emergency management measures;
- full and binding application also of Article 21(2) of Italian Legislative Decree 81/2008, in the case of family businesses and self-employed persons;
- the presence of staff, in a percentage of no less than 30% of the workforce, with at least three years' experience relating to work in environments suspected of pollution or confined environments, hired under an open-ended employment contract or also under other types of contract or contracting arrangements, provided, in the latter case, that the relevant contracts have been previously certified pursuant to Title VIII, Chapter I, of Italian Legislative Decree 276/2003. This experience must be possessed by workers performing the duties of a supervisor;
- information and training activities have been carried out for all staff, including the Employer where they are employed for work activities in a suspected polluted or confined environment, specifically aimed at the knowledge of the risk factors inherent to such activities, subject to learning verification and updating;
- possession of personal protective equipment, instrumentation and work equipment suitable for the prevention of the risks inherent in work activities in area suspected of pollution or confined spaces, and training in the correct use of such equipment, instrumentation and equipment, in accordance with the provisions of Articles 66 and 121 and Annex IV, point 3, of Italian Legislative Decree 81/08;
- the training of all staff employed for work activities in an area suspected of pollution or confined environment, including the Employer, on the application of safety procedures consistent with the provisions of Articles 66 and 121 and of Annex IV, point 3, of Italian Legislative Decree 81/08;
- full application of the economic and regulatory part of the sectoral collective bargaining agreement, including the payment of the contribution to the reference bilateral body, if any, where the service is of the wage type, with reference to the sectoral collective contracts and agreements signed by the employers' and workers' organisations that are comparatively more representative at national level.

The undersigned, legal representative, or person entitled to represent the Company
 Place, date

SCHEDULE FOR NOTIFICATION OF 'ANOMALOUS EVENTS' BY THE CONTRACTOR (*)
(including events concerning subcontractors)

	HEALTH AND SAFETY	ENVIRONMENT	REPUTATION
Within 24 hours	<ul style="list-style-type: none"> Event causing absence from work for up to a maximum of 30 (calendar) days excluding the day of occurrence. Contained fire: small outbreak in which a flame develops, tackled with the use of fire-fighting equipment (e.g. extinguishers), managed by internal staff, without the need to evacuate the work environment Emergency contained and/or confined within an area/department (implementation of the emergency plan without consequences for people's health, no need for first aid for the worker). 	<ul style="list-style-type: none"> Spillage of hazardous substances/hazardous waste in quantities of less than 200 (kg for solids and litres for liquids) and in any case without potential concern for the environmental matrix Release of SF6 gas from electrical apparatus less than 6 kg 	<ul style="list-style-type: none"> Inspection by a control body with no consequences Event that resonated in the local/regional press and TV.
Immediate	<ul style="list-style-type: none"> Injury resulting in days of absence (calendar) exceeding 30 excluding the day of occurrence or resulting in death Limited/extended fire: fire in which a flame develops, tackled with use of firefighting equipment (e.g., fire extinguishers), handled by in-house staff, or with intervention by the Fire Department or otherwise with the need to evacuate the work environment. Widespread emergency not circumscribed within an area/department although contained within the boundaries of the site/unit (implementation of the emergency plan with the need to provide the worker first aid with internal resources). 	<ul style="list-style-type: none"> Spillage of hazardous substances/hazardous waste in quantities exceeding 200 (kg for solids and litres for liquids) and/or with potential environmental matrix concern Release of SF6 gas from electrical apparatus between 6 kg and 20 kg 	<ul style="list-style-type: none"> National press and TV coverage. Inspection by control bodies with sanctions and warnings by the competent authorities without or with criminal proceedings.

(*) shall be understood as the time within which information is to be sent to the Client concerning the occurrence of the event from the moment it occurred or, in any case, from the moment it becomes known

MONTHLY HSE REPORT					
CONTRACTOR				CONTRACT	
YEAR		MONTH		LOCATION	

LIST OF EVENTS (including subcontractors)		
TYPE OF EVENTS	MONTH [Number]	CURRENT YEAR [Num.]
Lost Time Injury (LTI)		
Number of days lost through injury		
Restricted Work Case (RWC)		
Medical Treatment Case (TCM)		
First aid case (FAC)		
Fire		
Environmental incident		
Reputational accident		
Near Miss (NM) - HEALTH AND SAFETY		
Near Miss (NM) - ENVIRONMENT		
Unsafe Condition		
Unsafe Act:		

HOURS WORKED	
Total hours worked (month) CONTRACTOR	
Total hours worked (month) SUBCONTRACTORS	
of which Male	
Female	

LIST OF SANCTIONABLE HSE VIOLATIONS

SCOPE	CATEGORY	VIOLATION	LEVEL
General Obligations	Reporting abnormal events	Failure to promptly report serious abnormal events, or late reporting	3
		Failure to send the monthly communication or incomplete sending	1
		Failure to report immediately in the event of controls or inspections carried out by the relevant control bodies on staff management and HSE issues (Labour Inspectorate, ASL, ARPA, etc.) regardless of the outcome of the control, failure to report immediately on the violations objected to, the actions taken or planned in agreement with the control bodies in order to restore conditions of compliance with the law	3
	Organisational and General Provisions Health and Safety at Work	Failure to attend co-ordination meetings	1
		Consumption, possession or distribution of alcohol or drugs on the ERG Site	3
		Non-compliance with the smoking ban	3
		Failure to comply with traffic regulations/speed limits at the ERG Site and safe driving without causing a dangerous situation	1
		Non-compliance with traffic regulations/speed limits at the ERG Site and safe driving causing a dangerous situation	3
		Workers at the ERG Site not clearly identified or not being those authorised	3
		Lone workers without appropriate communication instruments to enable distress calls and a procedure for handling lone work	3
		In the case of "Complex works" shortcomings/ misalignment in carrying out activities according to the indications contained in the coordination documentation (Combined Risk & Interference Assessment Document or PSC), non-optimal interference management (overlapping activities, machinery, vehicle traffic, etc.)	3
		Fire-fighting or first aid equipment not present or unsuitable	3
		Recovery or evacuation equipment not present or not suitable	3
		Work supervisor not identified or not present on site	2
		Staff without professional qualification/training required for the risks of work in progress	3
		The risk assessment is not available	2
		Work site/construction machine equipment unsuitable, unfit for use, untested, without operating and maintenance instructions	3
		Emergency plan not available, not adequate, not feasible	2
		Presence of unmanaged visitors	1
		Working in weather conditions unsuitable for carrying out planned activities	1
		Exceeding wind speed limits for turbine activities	3
		Untidy, unclean work place, presence of unidentified substances/materials	1
		Lack of high visibility clothing for work on the road or in low visibility conditions	1
	Work site area not delimited, not identifiable, lacking warning signs or unsuitable/not visible signage	2	
	Absence of suitable toilets where required by Combined Risk & Interference Assessment Document / PSC or not accessible	1	

SCOPE	CATEGORY	VIOLATION	LEVEL
Specific Occupational Health and Safety Provisions	Electric risk	Failure to disconnect power sources	3
		Locking and signalling devices (LOCK OUT/ TAG OUT) not used or used partially or incorrectly	3
		Failure to apply earthing and short-circuiting devices where required in the work area or earthing and short-circuiting devices are not suitable (marked, complete, intact, etc.) or not available	3
		No verification of the absence of voltage or devices for verifying the absence of voltage are not present or are not in good condition	3
		Failure to apply equipotential/ discontinuity devices where required or such devices are not suitable (marked, certified, etc.) or not available	3
		Failure to demarcate and/or protect any adjacent active parts	3
		Activities with an electrical risk are not carried out in compliance with applicable standards, applicable procedures, work plan, permit to work (ptw)	3
		PPE for electrical hazards where required (gloves, helmet, protective visor, etc.) are not used correctly or are not efficient or are not intact/checked or are not marked according to the relevant standards	3
		Insulated instruments or equipment are not in good condition or not available	3
		Underground and/or overhead power cables are not repaired or protected, or safety distances are not observed depending on the voltage reference	3
	Excavation and road works	Excavations are not built with the correct slopes to avoid the risk of collapse or subsidence, no suitable systems are installed to prevent collapse or subsidence	3
		Excavation and earth-moving machines and equipment are unsuitable, not used correctly, not operated by trained staff	3
		In the case of road works, non-compliance with the highway code, lack of signalling devices, excavations left in an unsuitable condition to prevent the risk of accidents, unprotected open excavations, lack of signalling, ineffective management of vehicular and pedestrian traffic	3
	Risk of falling from height	PPE against the risk of falling from heights (harnesses, sliders, anchorages, lanyards, etc.) are not worn correctly, are not available, are not checked, are not in proper condition (complete, intact, marked, etc.)	3
		PPCs or rescue devices are not available on the Site, not verified, not in a suitable condition (complete, undamaged, marked, etc.)	3
		Equipment for access at height (ladders, scaffolding, etc.) is not available, is not suitable (complete, intact, marked, etc.), lacks protection, is not used correctly, is not positioned or fixed correctly on stable surfaces, is not suitable for the activity	3
		Scaffolding is non compliant, is not used in accordance with the instructions for use, has no or insufficient signage is not assembled, dismantled or converted by trained and qualified staff	3
		AWP platforms are not suitable, not used correctly, not operated by trained staff	3

SCOPE	CATEGORY	VIOLATION	LEVEL
- FOLLOW - Specific Occupational Health and Safety Provisions	Risk of objects falling from heights, lifting operations	Equipment and materials used for activities at height are not properly secured against falling	3
		The area where there is a risk of objects falling from a height is not properly cordoned off or the prohibition of vehicles and persons from passing underneath suspended loads is not ensured	3
		Suspended loads are not controlled by means of ropes, are not properly and adequately secured, any containers/bags are not adequate and suitable to contain the material	3
		Accessories, lifting equipment, ropes, harnesses and chains are not checked, not in proper condition (complete, undamaged, marked, etc.)	3
		Lifting machines are not suitable for the load to be transported, are not correctly positioned, are not suitable, are not used correctly, are not used by trained staff	3
		The lifting plan has not been drawn up, the handling is not in accordance with the lifting plan, the suitability of the ground, the weight, the integrity of ropes, accessories and lifting gear has not been correctly assessed	3
	Mechanical risk	The machines and equipment used do not have suitable guards, emergency stops correctly positioned and accessible, risk of contact with moving parts not adequately protected	3
		Workers wear clothing or accessories that present a risk of entanglement, do not stand in safe areas, operate within the range of moving parts	3
		Cutting operations without adequate protection and appropriate PPE	3
	Chemical risk	Introduction of hazardous substances without prior notification to the client	3
		Safety Data Sheets not present in the work place, not up-to-date, not available to workers	3
		Handling, storage and use of substances not in accordance with safety data sheet instructions	3
	Fire and explosion risk	Absence of hot work permit to work or permit to work (ptw) not properly complied with in the case of hot work (cutting, welding, use of milling machine, etc.)	3
		Work area with hot work not free of fireproof material or inadequately protected or deficient in fire-fighting devices and equipment	3
		Risk of forming explosive atmospheres not adequately protected, concentration not controlled, unsuitable apparatus brought into explosive atmosphere risk zone	3
	Risks related to physical agents (noise, electromagnetic fields, vibrations, etc.)	Emission of physical agents not previously notified to the client or exceeding legal or authorised limits, or otherwise likely to cause harm to workers and the general public	3
		Failure to implement control measures for physical agents above the threshold limit, absence of appropriate PPE or deficient PPE, absence or deficiency of training or instruction	3

SCOPE	CATEGORY	VIOLATION	LEVEL
Specific Environmental Protection Provisions	Formal compliance	Absence of documentation required by the standard, no presence on site, incomplete documentation, incomplete registration	3
		Starting activities without the necessary environmental authorisations	3
		Incorrect on-site identification of waste, non-compliant waste management	3
	Environmental incident	Failure to immediately report any event requiring mandatory reporting to the competent authorities (e.g. spills affecting the environmental matrix)	3
		Failure to submit a written report within 24 hours in the event of an environmental accident that has occurred, with a description of the causes and preparation of emergency environmental safety measures	3