



# **HSE HEALTH, SAFETY AND ENVIRONMENT CONDITIONS**

**Wind & Solar EU sites**

***ERG Group***

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## 1 Scope and purpose

These Health, Safety and Environment Conditions (hereafter the "HSE Conditions"), govern the Parties obligations in connection with health, safety and environment matters in the relationship between ERG and its Contractors. ERG could act as "Client" or "Client Employer"; going forward, unless otherwise specified, the term "Client" refers to both entities

The HSE Conditions apply to the execution of works, services or supplying carried out by Contractors at construction sites, plant sites or offices, warehouses and other facilities managed or owned by ERG. They form an integral part of contracts and other purchasing orders that ERG stipulates with Contractors, together with other contractual documents .

This Specification is issued in a preliminary phase and allows the Contractor to evaluate the consistency and clauses of any Contract, as well as specifically the occupational risks for the employees, which ERG indicates for the appropriate assessments of the Contractor and for legal obligation (see Directive 89/391/EEC - OSH "Framework Directive", Directive 92/57/EEC – "Temporary or mobile construction sites" and National laws implementing these Directives and all safety and environment legislation applicable in the Country of interest).

The HSE Conditions define the minimum standards to be adopted and followed with regards to a professional, proactive and preventative HSE approach including, but not limited to, occupational hygiene and environmental protection by Contractors.

The standards defined in this HSE Conditions do not override existing national and/or local legal and other applicable requirements: in case of conflict the more stringent and strict requirements do apply.

The procedures for construction or non-construction works or services are described below. In this HSE specification it is understood that the construction site directive is normally applicable for new construction sites, but, depending on the legislation applicable in the various European countries, it could also be applicable for specific works or services which by their nature and specificity fall within the scope of the construction site directive (e.g. main component exchange in particular conditions and depending on local legislation).

## 2 Definitions and acronyms

- **ERG:** means the particular entity (whether ERG S.p.A. directly or one of its Affiliates) that is a party to the Contract signed with the Contractor.
- **Contract:** indicates the contract to which these HSE Conditions are attached, that is stipulated between a Contractor and ERG in which the Contractor undertakes the execution of works and/or services and/or supplying for consideration, with the organization of the necessary means and with management at its own risk.
- **Contractor:** means natural or legal person or groups of the latter with whom ERG signs Contracts for works and/or services and/or supplies.
- **Contracting Company:** all contractors and subcontractors, which operate in a construction site or on plant sites and/or offices managed by ERG. Therefore, it is the company that performs works and/or services or part thereof by committing its own human and material resources. Contractors are also the companies that, upon a purchasing order for equipment/systems, operate on whatever basis (assembly, supervision, commissioning, testing, assembly assistance) on a construction site or on plant sites and/or offices managed by the Client.
- **Subcontracting:** the contract whereby the Contractor entrusts a third party, in whole or in part, with the execution of the works and/or services contracted to it, subject to authorization by the Client. The Contracting Company can subcontract part of the works or services to another Company or Independent Party, upon specific written authorisation from the Client under the contract.
- **Self-Employed Persons:** any person other than "worker" or "employer" (see Article 3 (a) and (b) of Directive 89/391/EEC) whose professional activity contributes to the completion of a project, without a restriction of subordination, fully autonomous from an organisation perspective. The use of Self-employed

persons by the Contracting Companies must be authorised in advance by the Client in the same manner as for subcontracts.

- **Construction manager / on site contact person:** the person possessing the necessary experience, professionally qualified, appointed to represent the Contractor during the absence of the Project Manager.
- **Project Manager:** the person possessing the necessary technical-professional skills, appointed by the Client, based on the works to be performed and the professional title required by current regulations, for the execution of these works in order to guarantee the regular operations of the construction site
- **Contract Manager:** ERG organizational unit responsible for managing the contract with the companies responsible for carrying out works and/or services. The person in charge for the management and applications of the contract. This Organizational Unit (OU) is identified by the delegated organizational unit upon accreditation of the third-party company and the subsequent signing of the contract.
- **Procurement:** organisational unit ERG that ensures the procurement of goods and services for all companies, guaranteeing the effectiveness, efficiency and timeliness of purchasing processes and optimizing the relationship between cost and total value of supplies.
- **Head of the contracting company:** Person appointed by the Contracting Company that acts in the name and on behalf of the same for all purposes
- **Client (under Article 2 (b) Directive 92/57/EEC and local applicable safety legislation):** any natural or legal person for whom a project is carried out
- **Client Employer:** subject identified within the scope of the organisation of the ERG Group companies, responsible for fulfilling the obligations under Article 6 (4) of Directive 89/391/EEC.
- **Temporary or mobile construction site (under Article 2 (a) Directive 92/57/EEC and local applicable safety legislation):** any construction site at which building or civil engineering works are carried out (hereinafter referred to as 'construction sites').
- **Project Supervisor (under Article 2 (c) Directive 92/57/EEC and local applicable safety legislation):** 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 (CSP) (under Article 2 (e) Directive 92/57/EEC and local applicable safety legislation):** party assigned, by the Client or the Project Supervisor, to execute the tasks pursuant to Article 5 of Directive 92/57/EEC for works in temporary or mobile construction sites. This party is entrusted with the task of drawing up, during the design works and, in any case, before the request for bids, the Safety and Health Plan and the Technical File appropriate to the characteristics of the project containing relevant safety and health information to be considered during any subsequent works.
- **Coordinator for Safety and health matters at the project Execution stage (CSE) under Article 2 (f) Directive 92/57/EEC and local applicable safety legislation):** party assigned, by the Client or the Project Supervisor, to execute the tasks pursuant to Article 6 of Directive 92/57/EEC for works in temporary or mobile construction sites. The CSE organizes among the Employers of the business enterprises, including self-employed workers, the cooperation and coordination of activities, as well as their communication.
- **Safety and Health Coordination plan (HSE Plan) (under Article 5 of Directive 92/57/EEC and local applicable safety legislation):** comprises a technical report and requirements related to the complexity of the works to be carried out and to any critical phases of the construction process. Provides indications on the "how" the construction site must be structured to execute safely the designed work. It represents an integral part of the contract
- **H&S Interference Coordination Document (under Article 6 (4) of Directive 89/391/EEC and local applicable safety legislation where applicable):** if requested by local safety applicable law, it is a document whereby the Client evaluates the risks and indicates the measures taken to eliminate or, where this is not possible, to minimize the interference risk between the activities entrusted to contractors and self-employed persons, and their possible subcontractors, and the activities carried out in the same place of work by the Client. This document also certifies that the economic operators were communicated information on the specific risks existing in the environment in which they are to operate and, on the preventive and emergency measures adopted. When requested by local applicable safety law, the document has been enclosed to the contract and must be adapted according to the progression of the works, services and/or supplies.
- **H&S Risk Assessment Document (under Article 6 of Directive 89/391/EEC and local applicable safety legislation):** the specific Health and Safety risk assessment and management document, prepared

by the Employers of each Contracting Company, on all the activities concerned with the Contract, identifying and implementing all prevention and protection measures. The H&S Risk Assessment Document shall be carried out in accordance with local applicable safety law and must take into account the H&S Interference Coordination Document of the Contracting Company and the emergency conditions communicated by the Contracting Company. The Contractor shall deliver the H&S Risk Assessment Document to ERG, prior to commencement of Contract activities, and keep updated, for the whole Contract duration.

- **Operational H&S Risk Assessment Plan (OSP) (under Article 6 of Directive 89/391/EEC and Article 8 of Directive 92/57/EEC and local applicable safety legislation):** the Operational H&S Risk Assessment Plan prepared by each Employer of the Contracting Companies operating on a temporary or mobile construction site. Basically, it represents the valuation of specific risks related to the activities that will be carried out on that specific site.
- **Work Permit:** document whereby the Client authorises the execution of works providing indications on the specific risks of the environment in which the work is carried out and any safety operations to be carried out before, during, and at the end of the work. It is drawn up and managed in accordance with the specific procedures and/or H&S Interference Coordination Document of the Client.
- **Interference:** means a work activity where different subjects (Client /Contractors) work at the same Work Site:
  - at the same time, with a direct effect on the surrounding activities,
  - at different times, if the effects of activities carried out by the subject working before affect the subject working later.
- **Emergency plans (for the specific site):** rules and emergency plans that are delivered to the Contracting Company so that the latter can become aware of it, follow the measures indicated, and draw the necessary information to draft its own Site Emergency Plan, to be brought to the attention of the personnel employed by the same for various reasons. The 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, which remain active in the area during the execution of the works and that the Client itself communicates to the Contractor so that the latter takes them into consideration in the planning of their works/services, in the drafting of the health and safety measures and the Individual Protection Devices to use, providing the necessary information/training to the on-site personnel.
- **Incident:** any event in which they occur jointly or separately, damage to health/safety, the environment or reputation. Incidents are also to be considered events in which such damages are attributable to the work of contracting companies within companies/sites of ERG Group or to the transport of raw materials, semi-finished products, by-products, dangerous goods, finished products and/or waste owned/competence of the Companies/sites of ERG Group.
- **Lost Time Injury (LTI):** incident causing damage to health, injury, etc. and leading to at least one day's absence from work.
- **Severe Injury:** injury with first prognosis over 30 days.
- **Restricted Work Case (RWC):** any case in which a person, due to an incident at work that does not involve absence from work (excluding the day of the event) is temporarily incapable of performing his or her job.
- **Medical Treatment Case (MTC):** means the medical treatment of an injured person by a medical professional who intervenes as a result of an incidental event without the release of a prognosis of absence from work (in this case it falls within the definition of injury).
- **Total Recordable Incidents (TRI):** sum of LTI, RWC, and MTC.
- **First aid case (FAC):** assistance provided to the worker following a physical accident due to accidental, violent and external causes of very low severity injuries that can be remedied with a dressing at the workplace, therefore at the maximum absence from work in the rest of the working day.
- **LTI Frequency (LTIF):** number of LTI events with an incapacity of at least one day per million hours worked. Injuries in the path of home and work are excluded (in "itinere").
- **Severity Index (IG):** number of days of work lost (excluding the one in which the injury occurred) relating to accidents without "itinere", with an incapacity of at least one day, for thousands of hours worked.

- **TRI Frequency (TRIF):** sum of LTI, RWC and MTC in relation to one million hours worked.
- **Environmental Incident:** event in which soil and/or subsoil contamination occurs, uncontrolled emission into the atmosphere, uncontrolled releases of water flow, pollution of groundwater and surface water, alterations to flora, fauna, protected species and natural habitats, significant and measurable deterioration (direct or indirect) of a natural resource or the utility associated with it. In any case, all events for which communication to the competent authorities is carried out are to be classified as accidents with damage to the environment.
- **Reputational Incident:** event in the field of health, safety and the environment that has caused reputational damage or with impact on the media, e.g., surveys and sanctions by competent authorities.
- **Near Miss (NM):** an event from which no damage is caused, but which could have turned into an incident. The difference between incident and near-misses does not lie in the causes or modes of evolution of the event, but only in the different degree of development of the consequences or in the randomness of the presence of things or people.
- **Unsafe Condition:** circumstance that could result in an incident.
- **Unsafe Act:** behaviour that could result in an incident.
- **Abnormal Event:** means any occurrence that can be classified as an incident, near miss, unsafe behaviour, or unsafe condition.

### **3 Obligations in HSE matter**

#### **3.1 General HSE obligations**

ERG, in line with the corporate guidelines and the Sustainability Policy (**Annex 0A**), and the ERG Group "Supplier code of conduct" (**Annex 0B**), requires that the Contractor complies with all applicable statutory Health, Safety and Environment rules and regulations applicable in the Country where the work/service will take place, as well as good industry standard & practice.

In **Annex 10, 11, 12, 13 and 14** are reported a list of the main norms, standard and regulations applicable respectively in Germany, Poland, Romania, Bulgaria and France.

The Contractor shall provide ERG with a set of documentation before signing the Tender/Service contract as specified in Paragraph 7.1 and another set of documentation shall be provided before starting the Work/Service as in Paragraph 7.2.

Furthermore, the Contractor represents and warrants that:

- The information provided by it to qualify as a supplier to ERG, including in particular information on its HSE performance and qualifications, was true and correct when given and that no material change has rendered that information substantially incorrect or misleading.
- Ensures to exclude any risk to the environment as well as to Health and Safety of the staff employed by him to provide the services and the staff employed by his direct and indirect subcontractors (hereinafter the "Personnel").
- Ensure that third parties, such as public as well as persons authorized to be on the site where the execution of works, services or supplying will be carried out (construction sites, plant sites or offices, warehouses, and other facilities), including the Personnel, ERG Personnel and visitors, will not be endangered or injured.
- Ensures that a professional and documented HSE approach is in place. Ideally, but not a mandatory requirement, this is ensured through a documented and accredited HSE management system to a recognized standard, as
  - (i) ISO 14001 Environmental Management
  - (ii) ISO 45001 Health and Safety Management
  - (iii) ISO 9001 Quality Management.

#### **3.2 Specific HSE obligations**

Contractor shall observe all the HSE rules applicable for each Work Site, including emergency plans, ensuring that:

- for Work Sites under Contractor's control and responsibility: The Contractor must have established and communicated adequate health, safety and environmental standards to all persons present at any time in the Workplace and to have put in place adequate procedures to monitor and enforce these rules for all such people
- for Work Sites under Client or third-party control and responsibility: The Contractor must have acquired, analyzed and communicated to its Personnel the Health, Safety and Environmental regulations applicable to such Workplaces, and have put in place adequate procedures to monitor and enforce these regulations by its Personnel.

The Contractor provides his staff with identification badges. The Contractor is responsible to verify and control that the Personnel must always wear the identification badges and be in possession of an identification document.

During mobilization to a Work Site, or within or between Work Sites, Personnel shall always respect applicable traffic code and Work Site prescription, use the seat belts and drive safely.

At the work sites, building sites/premises or offices managed by the Client, the personnel of the Contractors and the Self-Employed persons must maintain a correct conduct by abstaining, absolutely, from any

behaviour or act that could damage other workers, items, the environment, or hinder the regular performance of work activities.

At all Work Sites it is prohibited to:

- smoke outside the authorized areas
- eat at the workplace
- consume or be under the influence of alcohol, drugs, narcotics or illicit psychotropic substances
- consume medication which may influence the safe undertaking of work

Contractors will be periodically evaluated, with respect to compliance with this conduct, according to the ERG HSE Conditions.

The Client reserves the right to demand the immediate removal of the Contractor's personnel or of any subcontractors who are in breach of their safety duties or who violate rules, procedures and regulations.

The Client is entitled to promptly remove from the site the persons who expose themselves or others to serious risks, who do not comply with the safety prescriptions outlined, 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 damages suffered against the person who assessed the damage and the Contractor.

### **3.3 Health and Safety Risk assessment**

Minimum 1 week before the performance of planned Work/Service, the Contractor provides the Client a H&S Risk Assessment Document (Paragraph 7.2.) in writing (a document with written signature) in which:

- a) in accordance with local applicable safety legislation, it takes into account the content of the H&S Interference Coordination Document received from the Client (if applicable) and any detailed information received from the Client on the specific risks existing in the work environment in which the Company is intended to operate and on prevention, protection and emergency measures to be adopted
- b) the working method/how the work/service will be conducted is described
- c) the potential risks to the Health and Safety of the Personnel associated with the provision of the work/Service and/or action is analysed
- d) the measures to prevent or mitigate these hazards to an acceptable level are identified
- e) is stated how these measures are realized and who will be responsible for realization of these measures.

The H&S Risk Assessment Document shall be carried out in accordance with Article 6 (4) of Directive 89/391/EEC (or Article 5 of Directive 92/57/EEC in case of temporary or mobile site) and local applicable safety legislation. The Contractor must keep it updated for the term of the Contract.

### **3.4 Permit to work**

In case the Work/Service includes activities of high risk and/or non-routine work an additional HSE tool shall be applied by the Contractor in order to properly plan and mitigate risks associated with this task.

This Permit to Work (PtW) System is an acknowledged HSE instrument and has to be used. In the PTW the main planned works for the period of the PTW, task specific risks and mitigating measures are described.

These are but not limited to as follows:

- Access to or work in areas designated as confined space (blades, area below entrance level of a turbine, rotor hub)
- Access to or work on mechanical parts capable of movement or rotation (e.g. high speed shaft).

- Working at Height (away from normal/routine areas in the turbine like integral platforms or ladders, roof etc.)
- Working over water
- Hot work (welding / cutting / grinding / heat shrinking by flame)
- Work on stored energy systems such as hydraulic pressurized systems or batteries
- Work on electrical systems capable of being energized (including temporary generators)
- Work on High Voltage Electrical systems (over 1000V). Note: system operators High Voltage Safety Rules apply – this Safe System of Work does not cover this activity)

A PtW includes at least:

- (a) Date and time when the work takes place
- (b) Expected duration of work
- (c) Location of work, area
- (d) Kind of work to be carried out
- (e) Special measures to be carried out to protect from risks and to avoid accidents
- (f) Validity of work permit

### **3.5 Subcontracting**

The Contractor is prohibited from entrusting or subcontracting, in whole or in part, the Works/Services covered by the contract without the prior formal consent of the Client..

The Contractor that intends to subcontract part of the activities must send the request for authorization to the Subcontract to the Client. This consent must be requested in the case of Subcontracting of any type of workforce or service. It being understood that operated equipment rental is considered as a Subcontract and must be treated as such.

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

Together with the subcontracting request, the Client must receive from the Contractor all the documentation attesting the conformity of each potential Subcontractor (Company or Self-employed person) with the Health and Safety requirements established by law and by the ERG HSE Conditions. The Contractor will be responsible for the delivery of the same documentation, by its subcontractors, within the time frames and in the manner requested by the Client.

The Authorization of the Client, which must be granted in writing, does not entail any change in the contractual obligations of the Contractor.

The Contractor shall remain in respect of the Client the sole responsible party for the execution of the services Subcontracted releasing the holding the Client harmless from any claims by subcontractors or from claims for damages made by third parties as a consequence of performance, works, and contracted services.

The Contractor is directly responsible to the Client for the Work/Service provided by its Subcontractors and must, in any case, absolve the Client from any request or claim thereof.

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

In the case of “temporary or mobile construction works” (under Article 5 of Directive 92/57/EEC and local applicable safety legislation), before the commencement of the work, the Contractor must transmit the H&S Coordination Plan to any subcontractors and to self-employed persons, and before the commencement of the respective works, each Contracting Company draws up its Operational H&S Risk Assessment Plan

(OSP) related to the activities covered by the Tender Contract and transmits it to the Contractor that evaluates its consistency with respect to its own and transmits it to the CSE.

In all the other cases (Article 6 (4) of Directive 89/391/EEC and local applicable safety legislation where applicable), before the start of the work, the Contractor must transmit the H&S Interference Coordination Document to any subcontractors and to self-employed persons, and before the commencement of the respective works, each Contracting Company draws up its Safety Plan related to the activities covered by the Tender Contract and transmits it to the Contractor that evaluates its consistency with respect to its own.

### **3.6 Contractors personnel**

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

The Personnel employed by the Contractor to carry out the Work/Service must be constantly, in terms of number, quality and professionalism, adequate to the commitment required by the activities to be carried out. The Contractor ensures that the Personnel is competent, qualified, and trained to conduct the Work/Service as per scope of the Contract.

The Contractor must provide and take care of all the necessary steps so that in the execution of the Work/Service all the necessary measures are taken to protect and guarantee the safety and the life of their personnel, of the people normally employed in the Work/Service and third parties and to avoid damage to public and private assets, remaining solely responsible for damage and inconvenience.

The Contractor shall ensure timely payment of its Personnel's remuneration and all taxes, insurance, pension and social security contributions (or workers compensation policies) related to such Personnel, as required for by Law or by any applicable collective bargaining agreement.

The Contractor shall ensure that all Personnel of the Contractor and any Subcontractor and any other person 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 are in possession of a valid work permit or any other related permits or certificates required for the performance of the work/service, for the duration of the Contract. When requested details of such work permits shall be submitted to the ERG prior to the Personnel being engaged in the Work/Service.

The Contractor undertakes to make recourse only to personnel with a valid residence permit in compliance with the applicable regulations in force and in full compliance with the applicable law.

In case of use of non-EU personnel, in addition to the provisions of this articles and of the contract, it is necessary that the Contractor/User, send to the Client a declaration of having fulfilled all the insurance and social security obligations established by the enforceable law and contracts in the country of origin (e.g. presentation Form: A1 / S1 for EU countries) and/or those required by local legislation for non-EU countries.

The company is expressly requested to ensure proper means of communication with all workers, or alternatively, a representative of the company who is able to communicate both with the ERG designated appointee and the foreign workers, shall always be present during the works; this duty applies all the more importantly for emergency issues/aspect.

### **3.7 HSE Organization of Contractor**

It is obligation of the Contracting Company to appoint for the Contract duration, the following figures:

a) Contractor Responsible: one or more representative, appointed by the Contractor, having a managerial role within the Contractor work organization, 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 participates in HSE meetings and talks organized by ERG. Therefore, all communications and the decisions of the Client addressed to the Contractor Responsible are intended also as communicated to the Contracting Company. The Contractor must ensure that the Contractor Responsible has the appropriate powers and abilities as well as full knowledge of all the rules and clauses governing the current Contract.

b) HSE Officers: one or more officer for Health, Safety and the Environment appointed by the Contractor to maintain a robust safety and environmental organization active. HSE Officer participates in HSE meetings and talks organized by ERG and is the focal point to comply with HSE reporting to ERG. HSE Officers may be appointed among the appointed Contractor Responsible.

b) Foreman: one or more representatives, appointed by the Contractor among its Personnel, each one of them responsible for supervising specific Work Site activities and ensuring the implementation of directives received, checking the correct execution by Workers in compliance with HSE obligations under the Contract; Contractor shall ensure that the "Foreman" (who will manage the single activities and control the connected safety issues) has the following skills:

- in-depth knowledge of the activity that is the subject of the work / service, as well as the related risks
- leadership skills and relating to the other subjects involved
- diligence in managing the activity according to the agreed plan,
- proactivity and attention in reporting any deviations from the established program to the coordinators.

ERG reserves the right to verify the qualification and behavior of Contractor's HSE Personnel and eventually to communicate to the Contractor the refusal of a specific HSE person with motivated reasons.

## **3.8 Access Management**

### **3.8.1 Contractor Personnel**

The Contractor undertakes to communicate to the Client before the start of Work/Service (see Paragraph 7.2), the list of its personnel and that of any subcontractors that it intends to employ for the completion of the work/service under the contract. Only such personnel will be allowed to access to the work areas, subject to delivery and verification of documentation attesting the employment, training and safety equipment related to the names communicated and prior authorization to access.

The Contractor is required to communicate in advance and promptly any changes to the list of personnel authorized to enter the workplace.

Even if entry to the Work Site is controlled by the Client, the Contractor shall perform its own control to identify its Personnel entering the Work Site.

### **3.8.2 Equipment, machinery, vehicles and tools**

The Contractor must prepare a list of the equipment, machinery, vehicles, tools which it intends to use during the works, all properly certified and regularly submitted to the checks provided for by the local applicable legislation and deliver this list to the Client before the commencement of the works (see Paragraph 7.2).

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

The Contractor must ensure that all its machinery, equipment and vehicles, and those of the subcontractors, present in the workplace are used by trained personnel and maintained in perfect working order throughout the duration of the activities.

Machinery, equipment and site vehicles, which the Contractor intends to use in the execution of the works referred to in the contract, must comply with the applicable statutory provisions and be in the necessary conditions of efficiency for safety purposes.

Access to the workplace of vehicles, machinery and/or equipment is allowed only if in compliance with the legal obligations provided and only if in good condition of preservation and maintenance. The equipment/machinery must be accompanied by the relevant certificates of conformity and, if subject to legal inspection visits by the competent authorities, must be accompanied by documents attesting to inspections carried out in accordance with the scheduled deadlines.

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

The Contractor shall abstain from using vehicles, machinery, Equipment, tools and materials owned by the Client without prior written authorization.

### **3.9 Interference management**

In case of Works/Services where different subjects (Client /Contractors) work at the same Work Site causing an Interference, at the same time or at difference times, (hereinafter "Interference Work") the Contractor shall keep under control all risks coming from the interferences among the activities carried out at a same Work Site by the Contractor itself and/or its Subcontractors and cooperate and coordinate with the Client and other Contractors to minimize the inference risks.

An Interference Work shall be preventively planned (design phase) and shall be controlled during its execution (execution phase).

In case of "temporary or mobile construction works" (Directive 92/57/EEC):

A) Design phase:

- special subjects shall be identified by the Client for the following roles: Project Supervisor, Coordinator for Safety and health matters at the Project preparations stage (CSP) and Coordinator for Safety and health matters at the project Execution stage (CSE).
- a "Safety and Health Coordination plan (HSE Plan)" shall be prepared by CSP and transmitted to all the subject involved in Interference Work
- an "Operational H&S Risk Assessment Plan (OSP)" shall be prepared by each subject involved in Interference Work taking into account the HSE Plan.

B) Execution phase:

- control that works are carried out according to the HSE Plan previously established, by implementation of the provided prevention and protection measures
- if during a working phase a modification of the HSE Plan is needed, this plan shall be redefined before the execution of the works concerned by CSE
- depending on the work phase/complexity, actions of periodical or specific coordination shall be carried out by the CSE.

In the other cases, the Employers (Client/ Contractors/ Subcontractors/ self-employed persons) involved in the Interference Work, shall cooperate in implementing the safety, health and occupational hygiene provisions and, taking into account the nature of the activities, shall coordinate their actions in matters of the protection and prevention of occupational risks, and shall inform one another and their respective workers and/ or workers' representatives of these risks.

The promotion of cooperation and coordination of the Contracting Companies and of the Self-Employed persons during the execution of the works on the ERG Group's sites/premises and offices is carried out through:

- drafting of the required coordination documents
- work site start-up/commencement of activities meetings (preliminary and periodic)
- authorisation of the works that must take place through a document duly traced and completed at the beginning of the works

- supervision during the execution of works for the purposes of accident prevention, health protection and environmental protection.

When requested by local safety applicable law, the Client shall prepare a "H&S Interference Coordination Document" where evaluate the risks and indicate the measures taken to eliminate or, where this is not possible, to minimize the interference risk between the activities entrusted to contractors and self-employed persons, and their possible subcontractors, and the activities carried out in the same place of work by the Client.

In any case the coordination action shall be traceable and can be carried out by verbalized in writing meetings or even formal communication between the parties.

### **3.10 Emergency Management**

The Contractor must comply with provisions of Law and the Client emergency plan regarding first aid, fire prevention and emergency management.

The Contractor undertakes to prepare the organization and the means necessary to deal with the emergencies relating to its activity, providing, if required, evidence to the Client by communicating its own emergency procedure.

The Contractor must make all arrangements necessary to ensure and warrant that each Work Site is supplied at least with:

- first aid kit, pursuant to the provisions of applicable Law and based on his own specific risks
- trained Personnel able to respond and / or manage a foreseeable emergency scenario
- a suitable means of communication to ensure a prompt response of first aid/emergency assistance
- appropriate Equipment, suitable to the specific risks of the activities inherent to the subject matter of the Contract
- firefighting equipment, evaluated according to fire risk assessment.

The Contractor undertakes to indicate the names of the emergency workers, trained in fire-fighting and first aid, available in the workplace for the duration of the Contract, providing to the Client a copy of the training certificates and appointment (see Paragraph 7.2).

It is obligation of the Contractor to inform and train all working personnel on the rules and conduct in case of emergency (indicated in the H&S Interference Coordination Document or H&S Plan).

## **4 Environmental protection**

The Contractor shall carry out all the activities covered by the contract in full respect of the law in force in the field of environmental impact, including waste management activities.

During the execution phase of the works, the Contractor must always avoid that any substance (liquid, solid or gaseous), could accidentally contaminate the environment. To avoid such situations all appropriate precautions must be taken.

For all activities to be carried out with potential environmental impact, the Contractor shall inform the Client, for prior approval, without any release of its responsibilities or any replacement in the management of the

obligation, of all the operating procedures adopted, which must comply with the current regulations on environment protection.

#### **4.1 Soil contamination**

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

The use of substances and formulations belonging to the Client is forbidden without prior written authorization.

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

- suitable locks to prevent leakage
- accessories and/or devices that render filling and emptying operations safe and easy
- handles, rings or handles that make their use safe and easy
- protective covers adapted to the nature of the content.

The containers, both full and empty, must be stored in special areas, kept separate from each other, not reused for the containment of different substances, and labelled according to law.

It is forbidden to place barrels, cans, or other containers of chemical products directly on the ground, and properly sized containment tanks or other suitable devices must be used.

If the risk of leakage of products exists in executing the works, the Contractor must take measures to prevent pollution and/or uncontrolled spills in the area.

Any spillage must be immediately communicated to the Client in order to prepare interventions aimed at reducing contamination.

#### **4.2 Waste management**

The responsibility for the management of waste materials and/or residue resulting from the Work/Service carried out in fulfilling the contract, including packaging waste, is in charge of the Contractor itself. That means the "waste producer" shall be identified with the Contractor.

If the Work/Service that generates waste are carried out by one or more subcontractors, all the obligations included in this Paragraph, shall be considered obligations for the subcontractors as "waste producers", without prejudice to the responsibility of the Contractor to verify the compliance with Law and the proper management of the activities.

The waste management activities (collection, transport and conferment) must be carried out directly by the Contractor, if in possession of the legal requirements, otherwise, the same can be subcontracted, in compliance with current regulations and subject to the express consent to qualified parties in possession of the necessary legal requirements. In this case, it will be the responsibility of the Contractor to indicate these parties and to certify the verification of the existence of the requirements thereof, providing written evidence to the Client.

In particular, the Contractor is responsible for the legal obligations relating to the appropriate management of any temporary waste storage, and for the environmental documents requested by local law, including the ADR rules where applicable. Wastes produced by the Contractor, shall be conferred by the Contractor, at its care and cost, to parties authorized to waste recovery or, where this is not possible, to parties authorized to

waste disposal. In any case the Contractor shall prefer re-use, recycling and recovery activities to disposal activities.

The Contractor is strictly forbidden to set up temporary waste storage areas in the Work sites where Work/Service is being performed, unless otherwise expressly specified in the Contract.

If solid or liquid waste is generated in the execution of the Work/Service, the Contractor must take measures to prevent pollution and/or uncontrolled spills in the area.

The discharge of liquid waste on the surface or in the sewer system, where present, is prohibited. Any accidental spills must be promptly communicated to the competent authorities and appropriate safety and restoration interventions must be organised promptly. The Client must be kept informed of these events.

The main activities that must be performed by the Contractor for the correct waste management in compliance with the provisions of the environmental legislation in force are the following: Waste characterisation and classification, Waste collection, Waste transport, Waste disposal.

In the management of the waste produced during the activities under the contract, the Contractor has full responsibility about the organization of the activities in terms of resources employed, choice of authorized transporters, choice of destined plants without any subordination restriction towards the Client.

On specific request of the Client, the Contractor shall provide: the list of EER Codes of the waste produced during the execution of the Work/Service, analytical reports on the waste, list of authorized transporters and the list of plants where the waste produced during the execution of the contract will be conferred.

## 5 Reporting

In case of Abnormal Event (incident, near miss, unsafe behaviour, or unsafe condition) occurring to its Personnel, or of its subcontractors or third parties during or as a result of the execution of the Work/service, the Contractor, without prejudice to its autonomy and responsibility, as well as giving immediate provided for by the regulations governing the matter, must promptly inform the Client, indicating the causes and circumstances that caused it (see incident notification chain in **Annex 7**).

The Client reserves the right to verify the causes that led to the accident.

Abnormal Events, which need to be reported immediately are:

- Fatalities
- Lost Time Injuries
- Medical Treatment Cases
- First Aid Cases
- High potential Near Misses
- Environmental incidents which need to be reported to external bodies and/or need external support for remediation

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

The Contractor immediately initiates an incident investigation which is finalized within two (2) weeks after the day of the incident and is of a quality/depth reflecting the level of potential severity of the incident. The incident investigation includes,

- (a) a root cause analysis
- (b) defines appropriate measures to prevent similar incidents in the future
- (c) determines a timeframe for the implementation of these actions
- (d) sends ERG a written, sufficiently detailed report via email on the causes of the incident, the defined actions and the timeframe for their implementation.

The Contractor supports any additional investigations carried out by ERG.

In addition to the immediate notification requirements in case of serious incidents the Contractor provides ERG with a Monthly HSE Report (as per **Annex 8**) until the 5th calendar day of the following month containing:

- Contractor/ Contract/ Location
- Number of Abnormal Event per type in the month and year to date
- Number of hours worked by the Contractor and its Subcontractors Personnel in the Contracts (total, by Contract, by Work Site and employee, classified by gender - male/female) in the previous month,

## **6 Inspection and monitoring**

The Contractor checks compliance with the legal and contractual provisions regarding HSE through regular inspections at the workplace.

The Contractor enables ERG to participate in the inspections by informing in good time. If the Contractor is failing to comply with regulations on HSE, he ensures compliance immediately and informs ERG of the findings and the status of the remedial measures.

On 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 authorized by ERG are entitled (but not obliged) to conduct audits and inspections with regards to compliance with the Contract including, in particular, compliance with HSE obligations and to suggest improvement measures. Contractor shall timely cooperate. The inspection can also be intended as a virtual one with a remote connection.

These audits and inspections may be carried out after prior notification by ERG, in accordance with the applicable data protection law. The audits and inspections must not disproportionately restrict the business activities of the Contractor nor violate any confidentiality agreements between the Contractor and third parties. The Contractor will support ERG to a reasonable extent in carrying out audit and inspection activities.

If, during the inspections, non-conformity by the Contractor or by his Subcontractor is found, the Client will notify the Contractor and the Contractor shall provide clarification within 5 business days and propose the necessary remedy measures

Whenever possible the detected non-conformity shall be immediately solved by Contractor and reported as solved in the report

In the cases where the failure to meet the requirements of HSE involves, in ERG's opinion, an imminent danger, which is understood as any situation that creates an evident and manifest damage risk to people

physical integrity or the possibility of severe environmental harm or in case of not compliance with Law, ERG may require the stop work until the problem is solved.

For each non-conformity, the Contractor shall carry out a root cause analysis and identify the corrective actions to avoid the recurrence of such non-conformity. ERG shall agree with the planned actions and verify the effectiveness of the implemented actions.

In any case ERG may involve the Contractor team for a periodical meeting about the status of non-Conformities found and the related Corrective Measures.

## **6.1 Penalties**

The violation of the provisions contained in these HSE Conditions entails the application of penalties toward the guilty parties who have committed them.

The type and extent of the sanctions envisaged will be applied taking into account:

- intentionality or degree of negligence, recklessness, or malpractice
- the overall behaviour of the worker with particular regard to the existence or otherwise of previous disciplinary sanctions
- particular circumstances that accompany the violation.

Once established, the violation will be reported in writing to the Contractor Responsible.

It is reserved the right of proceedings aimed at reporting to the competent public bodies criminal offences and other offenses.

Therefore, Contractors are required, in accordance with the provisions individual applicable collective bargaining agreements in the sector, to equip themselves with a transparent, effective and structured disciplinary system that provides for sanctions commensurate with the various types of violations.

It will be the responsibility of the Contractor Responsible to ensure that the disciplinary procedure where required by the applicable statute of workers, is carried out with respect to the guilty party, and the Client must be promptly informed of the outcome in order to take appropriate measures (e.g. to prevent the worker from accessing the site).

If it is necessary to suspend the worker, pending the disciplinary measures of the Contractor, the Client may adopt an interim provision as a precautionary measure with immediate effect. This provision must be communicated in writing to the Contractor Responsible.

If the violation is of such an extent as to expose one to serious dangers and/or have caused severe damage to persons, assets and the environment, both within and outside the site, the Client will have the right to terminate the contractual relationship without indemnification or compensation and without advance notice.

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

## **6.2 Recidivism**

All recidivism behaviour will be punished by applying types of sanctions of a higher level to the level previously applied, until the termination of the contract in the event that the repeated violations are attributable to the organization of the Contractor.

## **6.3 Provisional decisions as a precautionary measure**

Provisional decisions may be adopted by the person in charge of the Client.

The decisions that lead to the termination of the contractual relationship can only be applied by the Client (Procurement function or legal representative).

In the case of suspension, the duration of the provisional measure must be included in the calculation of the final penalty.

## **6.4 Types of penalties**

Based on the severity of the violation ascertained by the worker of the Contracting Company, the Client fosters measures ranging from notification by letter to the termination of the contractual relationship with request for possible compensation for damages, which represents the maximum penalty, if the worker performs serious violations that exposes one to serious hazards and/or causes damage to persons, property and environment, within and outside the operating sites.

In **Annex 9** are the types of penalties for increasing levels.

## 7 Documentation and information to be provided by the contractor

With reference to the previous paragraphs, follow the documentation to be provided.

### 7.1 Documentation to be provided before signing the procurement/service agreement

The Contractors shall transmit the following documentation to the Client before signing the Tender/Service contract:

	REFERENCE	REQUIRED DOCUMENT
01	Chamber of Commerce Registration	Registration with the local Chamber of Commerce and Industry (bearing a recent date and in any case not earlier than 6 months)
02	ANNEX 1A Or ANNEX1B	Self-certification of the Contractor ( <b>ANNEX 1a</b> ) or Self-employed persons ( <b>ANNEX 1b</b> ) about: <ul style="list-style-type: none"> <li>- the possession of required professional and technical competence in relation to the work/service</li> <li>- a declaration that neither the company nor the staff employed have been subjected to criminal or civil proceedings, in the context of business activities, in accordance with applicable laws concerning the fight against irregular work and the protection of health and safety of workers</li> </ul>
03	Document depending on the Country of origin	Documentation certifying the regular insurance contribution payment issued by the competent authority of the country of origin
04	Declaration	Commitment to stipulate and send to the Client, prior to the commencement of works, the RCT insurance policies as provided for in the General Terms and Conditions of Works/ Services
05	Declaration	A copy of any Deeds of incorporation of the Temporary Associations/Groups of Companies and/or Consortia (where applicable)
06	Acceptance of HSE Plan/ HS Interference Plan/ Safety costs	Where provided by the Client, acceptance of: <ol style="list-style-type: none"> <li>a. HSE Plan in case of temporary or mobile construction sites (under Article 5 of Directive 92/57/EEC and local applicable safety legislation)</li> <li>b. H&amp;S Interference Coordination Document (where applicable within the context of Article 6 (4) of Directive 89/391/EEC and local safety legislation)</li> <li>c. acceptance of the estimate of safety costs prepared by the Client (where applicable by local legislation)</li> </ol>

## 7.2 Documentation to be provided before starting the Work/Service

### 7.2.1 Contractors

Before starting the Work/Service, the Contractor must provide the Client with the following documentation.

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

	REFERENCE	REQUIRED DOCUMENT
01	Document depending on the Country of origin	Documentation certifying the regular insurance contribution payment issued by the competent authority of the country of origin
02	Certificate	RCT insurance policy (as provided for by the General Terms and Conditions on Works and Services) and pertinent validation receipt
03	H&S Risk Assessment Document	H&S Risk Assessment Document related to the work/service signed by the employer
	Or Operational H&S Risk Assessment Plan (OSP)	Or Operational H&S Risk Assessment Plan (OSP) when operating on a temporary or mobile construction site signed by the employer
04	ANNEX 2	Employer declaration concerning employees ( <b>ANNEX 2</b> )
05	ANNEX 3	Contractor Health & safety organization chart ( <b>ANNEX 3</b> )
06	ANNEX 4	Request for authorization for subcontracting ( <b>ANNEX 4</b> or <b>ANNEX4A</b> only for France)
	Or ANNEX 4A ( <b>only for France</b> )	
07	List of MSDS	list of substances classified as dangerous and the relevant valid safety data sheets (e.g.: toxic, corrosive, harmful, irritant, inflammable)
08	List of PPEs	list of personal protective equipment delivered to the worker and signed by the worker, and copy of the latest inspection report of PPE against falls from height
09	List of training certificates	Copy of a valid training certificate for specific risks: works at height (use of PPE against falls from a height, use of the abseiling/rescue kit), electrical works, driving of lifting equipment (crane, forklift, cherry-picker); other relevant training certificates (first-aid, use of fire extinguishers, etc.).
10	List of machineries and certificates	List of machineries, equipment and lifting accessories ( <b>ANNEX 6</b> ) that will be used on site
11	OSH Agreement ( <b>only for Romania</b> )	(Valid only for Romania) The Contractor must sign with the Client an OSH Agreement ("Conventie SSM - DSU in Romanian) document will become integral part of the Contract

## 7.2.2 Self-employed persons

Before the start of the works and/or services, the Self-employed persons must provide to the Client the following documentation.

	REFERENCE	REQUIRED DOCUMENT
01	Document depending on the Country of origin	Single Insurance Contribution Payment Certificate
02	Certificate	RCT insurance policy (as provided for by the General Terms and Conditions on Works and Services) and pertinent validation receipt
03	List of MSDS	list of substances classified as dangerous and the relevant valid safety data sheets (e.g.: toxic, corrosive, harmful, irritant, inflammable)
04	List of PPEs	List of personal protective equipment
05	List of training certificates	Copy of a valid training certificate for specific risks: works at height (use of PPE against falls from a height, use of the abseiling/rescue kit), electrical works, driving of lifting equipment (crane, forklift, cherry-picker); other relevant training certificates (first-aid, use of fire extinguishers, etc.).
06	List of machineries and certificates	Specific documentation certifying the accordance with CEE directive for machineries: list of machineries, equipment and lifting accessories; copy CE declaration of conformity of machineries/equipments/lifting accessories; copy of the test log book of lifting equipment with periodical checks
07	OSH Agreement (only for Romania)	(Valid only for Romania) The Contractor must sign with the Client an OSH Agreement ("Conventie SSM - DSU in Romanian) document will become integral part of the Contract

## **8 ANNEXES**

<b>Annex 0A</b>	ERG Sustainability Policy (see <a href="http://www.erg.eu">www.erg.eu</a> internet site)
<b>Annex 0B</b>	ERG Supplier Code of Conduct (see <a href="http://www.erg.eu">www.erg.eu</a> internet site)
<b>Annex 1A</b>	Self-certification of the possession of the requirements on professional technical competence/self-drafted affidavit (Company);
<b>Annex 1B</b>	Self-certification of the possession of the requirements on professional technical competence/ self-drafted affidavit (Self-employed person)
<b>Annex 2</b>	Employer declaration concerning employees
<b>Annex 3</b>	Contractors Health & safety organisation chart
<b>Annex 4</b>	Request for consent to subcontract
<b>Annex 4a</b>	Request for consent to subcontract (FRANCE)
<b>Annex 5</b>	<i>intentionally not used</i>
<b>Annex 6</b>	Equipment, machinery, site vehicles
<b>Annex 7</b>	Incident notification chain
<b>Annex 8</b>	Monthly HSE Report
<b>Annex 9</b>	Penalties
<b>Annex 10</b>	Germany – Applicable Norms, Standards, Regulations
<b>Annex 11</b>	Poland – Applicable Norms, Standards, Regulations
<b>Annex 12</b>	Romania – Applicable Norms, Standards, Regulations
<b>Annex 13</b>	Bulgaria – Applicable Norms, Standards, Regulations
<b>Annex 14</b>	France – Applicable Norms, Standards, Regulations

**SELF-CERTIFICATION OF THE POSSESSION OF THE REQUIREMENTS ON PROFESSIONAL TECHNICAL COMPETENCES/SELF-DRAFTED AFFIDAVIT (TO BE MADE ON LETTERHEAD PAPER - COMPANY)**

The undersigned .....  
Born in.....on .....  
Tax ID .....Residing in .....  
Street .....  
possessing a valid identity document (enclosed herein as a copy)  
as legal representative of the company.....  
with registered office in ....., Street, square.....

**DECLARES**

- that the company is registered at the Chamber of Commerce and Industry of ..... under no ..... with main activity related to the object of the Tender;
- that the Company possesses available capital, knowledge, experience and technical skills, machinery, equipment, resources and personnel necessary and sufficient to guarantee the execution of works commissioned, with management at its own risk and with organization of the means necessary;
- that neither the company nor the staff employed have been subjected to criminal or civil proceedings, in the context of business activities, in accordance with applicable laws concerning the fight against irregular work and the protection of health and safety of workers;
- that the Company is not subject to suspension or interdiction measures related to HSE topics;
- that the Company complies with applicable Law in matters of social security, health and safety at work, and protection of the environment, in particular that it has prepared the corporate H&S Risk Assessment Document pursuant to local applicable safety legislation;
- to accept ERG HSE Conditions
- to have appointed the, the Responsible for Prevention and Protection, the Company Doctor, the emergency workers firefighting and first aid (where requested by local legislation);
- to have provided the information, training and instruction of personnel in the cases envisaged by current legislation;
- to be in possession of the specific documentation certifying compliance with the provisions of applicable laws on machinery, equipment and temporary structures used in the execution of the works under the Contract;
- to have received from the Client detailed information on the specific risks existing in the work environment in which the Company is intended to operate and on the prevention, protection and emergency measures to be adopted;
- that it will inform the staff, who will be working at the Client's premises, about the risks and the health and safety measures;
- to have inspected the premises where the works will be carried out, the relative systems and any limitations, and to be fully aware of all the inherent difficulties and burdens, and to possess the necessary organization for its complete execution;
- to be aware of the dangers that may derive from tampering with the safety measures adopted and from operating outside the areas indicated above;

- to have provided the Client with all the necessary information in order to correctly process the H&S Interference Coordination Document (where applicable);
- to abide by and enforce the relevant laws and regulations and the rules in force in the field of health and safety at work and environmental protection concerning the activities awarded;
- to guarantee that the staff will always be equipped with an identification badge and that this badge will be displayed for the entire duration of the stay in the workplace.
- to cooperate with ERG, seeking continuous improvement, to ensure that Health and Safety of workers and the Environment protection remain at the highest possible level during the execution of the Contract;
- provide ERG with immediate information on any matter relating to the HSE that may have an impact, compromise, delay or interfere with the activities of the Contract.

Furthermore, it also declares to be aware of the statutory penalties, against it, for the lack to display the same.

- that any companies for which the consent to subcontract has been requested satisfy all the requirements set forth for the Contractor, that the former have been made aware and briefed about the risks present in the work area, and of all the information communicated by the Client to the Contractor, and that a reasonable amount is specified in the sub-contract relating to the health and safety costs to be paid to subcontractors. Furthermore, it declares that the enterprise value is adequate and sufficient compared to the cost of labour and the safety-related cost;
- that no fatal injuries has occurred in the last 12 months.

Furthermore, **THE UNDERSIGNED EXPRESSLY DECLARES,**

- that the company and its employees 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 as well as those means necessary to carry out their tasks in safety, and that the machinery and equipment undergo scheduled maintenance and periodic checks;
- that sufficient training and information regarding safety at work have been provided, and that these undergo, where required, mandatory health checks;
- that the Company fulfilled the requirements required by the safety regulations, in particular the risk assessment;
- to fulfil, in respect of its employees present in the workplace, all the obligations arising from the legal provisions on regular employment, compulsory insurance against accidents and social security, as well as obligations arising from the national collective bargaining agreement applied and undertakes to ensure that its employees receive salary compensation that is not lower to that provided in the national collective bargaining agreement. In this sense, the Company relieves the Client of any burden and liability (joint and several) in this regard.

With reference to the information note received from the Company when responding to the tender pursuant to Article 13 of EU Regulation No. 679 of 2016, the undersigned hereby gives his/her personal consent to the use of personal data legally provided, for:

- (i) verification of the technical, commercial and financial fitness of the tendering company and to verify its capacity to fulfil all the requirements of the applicable regulations for the possible assignment of the contract to it;
- (ii) ensuring the proper legal, technical and financial management of the contractual relationship which may arise in the event that the contract is conferred on the company of the tenderer and the fulfilment of the legal obligations resulting from the assignment thereof;
- (iii) allowing the necessary corporate reporting on the contract's management and the relationships which will arise with the tenderer.

In witness thereof

The undersigned, legal representative, or person appointed to represent the company

Date \_\_\_ / \_\_\_ / \_\_\_\_\_

Stamp and signature

**Annex: Unauthenticated photocopy of the declarant's identity document**

**ANNEX 1B**

**SELF-CERTIFICATION OF THE POSSESSION OF THE REQUIREMENTS ON PROFESSIONAL TECHNICAL COMPETENCES/SELF-DRAFTED AFFIDAVIT**

**(ON LETTERHEAD PAPER - SELF-EMPLOYED PERSONS)**

The undersigned ..... as "self-employed individual" with headquarters located in ....., Via ....., registered at the Chamber of Commerce of ....., tax ID and VAT no. ...., Economic and Administrative Index .....

**DECLARES**

- to be registered at the Chamber of Commerce and Industry with main activity related to the object of the Tender;
- to not have been subjected to criminal or civil proceedings, in the context of business activities, in accordance with applicable laws concerning the fight against irregular work and the protection of health and safety of workers;
- that the machines, equipment and temporary structures used are conform with the provisions of applicable safety laws;
- to possess suitable Individual Protection Devices (*to list*);
- to have participated in adequate training;
- to have inspected the premises where the works will be carried out, the relative systems and any limitations, and to be fully aware of all the inherent difficulties and burdens, and to possess the necessary organization for its complete execution;
- to be in possession of the medical fitness certificate issued by a site physician where required;
- to have fulfilled all the obligations under the current legislation on health and safety at work, on social security contributions, and to adhere to the insurance, social security obligations provided for by law and contracts;
- to guarantee that it will always be equipped with an identification badge and that this badge will be displayed for the entire duration of the stay in the workplace. Furthermore, it also declares to be aware of the statutory penalties, against it, for the lack to display the same.

With reference to the information note received from the Company when responding to the tender pursuant to Article 13 of EU Regulation No. 679 of 2016, the undersigned hereby gives his/her personal consent to the use of personal data legally provided, for:

- (i) verification of the technical, commercial and financial fitness of the tendering company and to verify its capacity to fulfil all the requirements of the applicable regulations for the possible assignment of the contract to it;
- (ii) ensuring the proper legal, technical and financial management of the contractual relationship which may arise in the event that the contract is conferred on the company of the tenderer and the fulfilment of the legal obligations resulting from the assignment thereof;
- (iii) allowing the necessary corporate reporting on the contract's management and the relationships which will arise with the tenderer.

In witness thereof

The undersigned.....

Place.....

Date \_\_\_ / \_\_\_ / \_\_\_\_\_

Stamp and signature

**Annex: Unauthenticated photocopy of the declarant's identity document**

**EMPLOYER DECLARATION CONCERNING EMPLOYEES**

**(ON LETTERHEAD PAPER - COMPANY)**

FAO  
 ERG.....  
 .....

The undersigned \_\_\_\_\_ born in \_\_\_\_\_ on \_\_\_\_\_  
 residing in \_\_\_\_\_ Province \_\_\_\_\_  
 Via \_\_\_\_\_ no \_\_\_\_\_,  
 employer / owner of the Company \_\_\_\_\_ for the works /  
 activities \_\_\_\_\_  
 \_\_\_\_\_  
 (order number or contract \_\_\_\_\_)

hereby declares, assuming full responsibility:

- that the National Collective Bargaining Agreement applied with respect to its employees is \_\_\_\_\_;
- that the No. of affiliation to Social Security or equivalent are \_\_\_\_\_;
- to have complied with all the obligations provided by the current legislation on the health and safety of workers;
- that the personnel employed and that of any subcontractors/self-employed persons, who will be employed during the course of the works/activities, will be informed/trained in advance with respect to:
  - task to be performed;
  - specific risks of the tasks performed;
  - use of equipment and the health and safety means;
  - third-category individual protection devices;
  - activities in confined spaces and/or over-ground (if provided);
  - Specific Emergency Plan for the site where it will operate.
- that the personnel assigned to the planned work are in possession of the medical fitness certificate issued by the site physician;
- in particular, I expressly declare the medical fitness of personnel handling works subject to particular risks (e.g. confined spaces, over-ground construction works, allergies to hymenoptera for outdoor works). **(Adapt/delete this item as required)**

**Enclosed also to this document is a copy of:**

- the list of personnel who will access the Client's sites indicating the forename, surname, date of employment, qualification, No. affiliation to Social Security or equivalent;
- the minutes of the training/information activity performed;
- the certificates/qualification of the personnel **possibly necessary** for:
  - rescue training for altitude access in wind turbines
  - use of 3rd category PPE (gas masks, self-contained breathing apparatus, safety harnesses)
  - electrical work (person in charge of an electrical installation, skilled person, instructed person)
  - assembly of scaffolding and temporary structures
  - removal of material containing fibres (ceramics, asbestos, silicon)
  - work equipment for which a specific training of the operators is required (e.g. forklifts, cranes, lifting platforms)
  - works within confined spaces

In witness thereof

The undersigned, legal representative, or person appointed to represent the company

Date \_\_\_ / \_\_\_ / \_\_\_\_\_  
 Stamp and signature

CONTRACTOR HEALTH & SAFETY ORGANISATION CHART  
 RELATED TO THE SPECIFIC WORK/SERVICE

<b>Role</b>	<b>Name and Surname</b>
Employer	
H&S Manager	
H&S Officer	
Workers Council Representatives	_____ _____ _____ .....
Company Doctor	
Site Manager/responsible	
Fire fighters	_____ _____ _____ .....
First aiders	_____ _____ _____ .....

**REQUEST FOR CONSENT TO SUBCONTRACT****(ON LETTERHEAD PAPER – TENDERING COMPANY)**

With reference to the works commissioned to us UNDER the contract/OdC/OdAS no \_\_\_\_\_ dated\_ / \_\_\_\_ / \_\_\_\_\_ related to \_\_\_\_\_

We ask that you authorise the specialist works of \_\_\_\_\_

under sub-contract to the Firm \_\_\_\_\_ / No. of affiliation to Social Security or equivalent \_\_\_\_\_ / Chamber of Commerce registration number \_\_\_\_\_

**declares itself** for this purpose that:

1. The assignment in sub-contract does not violate the provisions of applicable law on the subject of labor administration;
2. We guarantee the technical and organisational reliability of the Subcontractor and the execution of the works in compliance with current legislation on environmental and hygiene safety;
3. We will be responsible for the scrupulous observance of the regulations and the General Terms and Conditions of the Tender Contract of ERG S.p.a. (or companies of the ERG group) on the part of the subcontractor; we declare that this has been made aware of these regulations, contained in the tender contract and in the relevant annexes, and of the General conditions of Tender. Copies of these annexes and Conditions have been dispatched to the latter and the same company has undertaken to inform and train its staff. We remain liable in any case towards the Client for their exact execution and, in any case, for all the obligations assumed;
4. We have had sight of and undertake to apply the provisions of point 6.1 "Subcontracting" of ERG's "HSE Health, Safety and Environment Specifications";
5. The manager and global manager of the contract and of safety at work, including that subcontracted, is the Construction Site Manager/Person in charge Mr .....
6. We declare that the subcontract requested does not concern the realization of the entire works and does not pertain to the totality of the works falling in the main category;
7. For the compensation of the subcontracted works, a reduction of over 20% compared to the contract price has not been applied;
8. We will also coordinate with the Subcontractor as regards the consistency of its safety plan with ours;
9. We declare that no monitoring forms exist on the part of the Subcontractor;
10. We declare that the employees of the firm..... have been duly trained and informed, based on the information you have provided to us, with respect to execution of activities in a specific risk environment and to have received from the same, rendering such suitable for carrying out the entrusted works, the same information requested by you and provided by us during the tender phase. We also confirm that we have received from the same firm the suitable safety plan consistent with ours.
11. Your potential authorisation, however, will not generate cascades subcontracts (i.e. the granting of all or part of the subcontracted works passes on to other subcontractors)
 

We also declare that the amount related to the subcontracted works:

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

We attach to the present the following documentation relevant to the proposed subcontracting:

1. Registration with the Chamber of Commerce, Industry and Crafts (of recent date and not older than six months);
2. Self-certification by the Tenderer and/or independent contractors of the possession of the requisite technical and professional capacity (including a declaration to the effect that no measures for suspension or prohibition apply related to HSE topics);

3. Documentation certifying the regular contributions (in Italy DURC) issued by the competent authority of the country of origin.;
4. We undertake moreover to ensure that the Subcontractor:
  - shall subscribe to and forward to the Contract Manager before commencing works, the Third Party insurance policies as required by the General Tender Specifications for Works/Services;
  - henceforth accept:
    - Health & Safety Coordination Plan
    - Health & Safety Interference Coordination Document;
    - Cost assessment for Safety as stipulated by the Client;
    - ERG "HSE Health, Safety and Environment Specifications"

Finally, we undertake, before the commencement of works, to consign to the Contract Manager, in the event that you give your approval for the subcontracting, the documentation provided for in point 5.2 of the ERG "HSE Health, Safety and Environment Specifications".

Kind regards

In witness thereof

Date \_\_\_ / \_\_\_ / \_\_\_\_\_

Stamp and signature

**REQUEST FOR AUTHORISATION TO SUBCONTRACT**

**(TO BE PRINTED ON THE CONTRACTOR'S LETTERHEAD)**

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 \_\_\_\_\_ / / No. of affiliation to Social Security or equivalent \_\_\_\_\_ /  
Chamber of Commerce registration number \_\_\_\_\_

**it is hereby declared that:**

1. Subcontracting does not violate the provisions of applicable law on the subject of labour administration;
2. We guarantee the technical and organizational reliability of the sub-contractor and the execution of the work in accordance with current safety and environmental hygiene regulations;
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 Customer for the exact execution and, in any case, for all obligations assumed;
4. Specifically, we have read and warrant the provisions of point 6.1 "Subcontracting" of the ERG Group's HSE Health, Safety and Environment Specifications;
5. The manager and overall manager of the contract and work safety, including subcontracting, is our 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 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 risk 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).

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 are enclosing the following documentation, regarding the proposed subcontractor:

1. Certificate of 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 workers in possession of the requirements of suitable technical-professional skills, (ALL 1A)
3. Document unique sur la régularité des contributions
4. Document certifying the Company does not employ foreign employees, or, where applicable, that the Company is in good standing with the employment of foreign employees;
5. Certificate of less than 6 months from the Urssaf on which the Company depends.

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:
  - ERG Group Supplier Code of Conduct and ERG Group Code of Ethics. (Box Link <https://www.erg.eu/en/suppliers/sustainable-procurement>)
  - Health & Safety Coordination Plan ( );
  - Health & Safety Interference Coordination Document
  - Estimate of safety costs prepared by the Customer;
  - ERG "HSE Health, Safety and Environment Specifications".

Finally, we undertake before the start of work, to provide the Contract Manager, in the event of your authorization to subcontract, the documentation envisaged in point 5.2 of the "ERG Group HSE Conditions

Best regards,

Sincerely,

Date \_\_\_ / \_\_\_

Stamp and Signature

<Intentionally left blank>

**EQUIPMENT, OPERATIONAL MACHINERY (\*) OWNED BY THE CONTRACTOR**

Contracting Firm \_\_\_\_\_

Works assigned \_\_\_\_\_

Place of work (area/building) \_\_\_\_\_

EQUIPMENT TYPE - MODEL	SERIAL NO.	EC CERTIFICATION	CHECKS CARRIED OUT	PLATE WITH OWNER NAME
			DATE	YES NO

I declare that the work equipment in use:



1. \_\_\_\_\_ complies with the specific legislative provisions for transposing EU product directives, suitable for health and safety, and adequate for the work to be performed.
2. \_\_\_\_\_ has been the subject of suitable maintenance, and is accompanied, where necessary, by specific operating instructions and maintenance booklet, and has been submitted to measures to update the minimum safety requirements.
3. \_\_\_\_\_ will be used by trained and instructed personnel according to the regulations in force.

In witness thereof

Date \_\_\_\_\_

Signature of the Contractor's Representative

## Contractor Incident Notification Chain

IMPACT	HEALTH AND SAFETY	ENVIRONMENT	REPUTATION
 <p>Flash Report within 48 hrs</p> <p><b>Low</b></p>	<p>Event which causes an absence from work up to a maximum of 3 days (calendar) excluding the date of the event.</p> <p>Fire contained: Source reduced in which the flame is burning, fought with the use of firefighting equipment (e.g. Fire extinguishers), handled by internal personnel without the need to evacuate the work environment</p> <p>Emergency contained and/or confined within an area/department (implementation of the emergency plan without any consequences to the health of individuals, no need for provide first aid to the worker).</p>	<p>Hazardous substances/hazardous waste spill in amounts under 200 (kg for solids and litres for liquids) on unpaved surfaces and 100 (kg for solids and litres for liquids) on surface water bodies and in aquifers.</p> <p>No.1 exceedance of the authorised limits (limits on emissions into the atmosphere, limits on discharges into surface waters, limits on discharges into sewer system).</p> <p>Releases of uncontrolled water into the outside environment which cause minor damage to the riverbed without any water overflowing from it.</p> <p>Release of SF6 gas from electrical equipment, less than Kg</p>	<p>Interest in the regional press and TV</p>
 <p>Flash Report within 24 hrs</p> <p><b>Medium</b></p>	<p>Accident that involves days of absence (calendar) between 3 and 40 excluding the day of the event.</p> <p>Restricted fire: fire in which flames develop, fought with the use of firefighting equipment (e.g. fire extinguishers), handled by internal personnel with the need to evacuate the work environment.</p> <p>Widespread emergency not restricted within an area/department although contained within the confines of the site/unit (implementation of the emergency plan with first aid necessary to the worker with internal resources).</p>	<p>Hazardous substances/hazardous waste spill in amounts between 200 and 1000 (kg for solids and litres for liquids) on unpaved surfaces and between 100 and 500 (kg for solids and litres for liquids) on surface water bodies and in aquifers.</p> <p>No.2 exceedances of the authorised limits (limits on emissions into the atmosphere, limits on discharges into surface waters, limits on discharges into sewer system).</p> <p>Releases of uncontrolled water into the outside environment that cause leaks of the water from the riverbed (flooding) with objective damages to things.</p> <p>Release of SF6 gas from electrical equipment between 6 Kg and 20 Kg</p>	<p>Interest in the national press and TV.</p> <p>Administrative penalties and warnings by the Competent Authorities that do not lead to criminal proceedings.</p>



**High**

IMPACT	HEALTH AND SAFETY	ENVIRONMENT	REPUTATION
	<p>Accident that involved more than 40 days' absence (calendar) excluding the day of the event.</p> <p>Extensive fire: large fire difficult to put out by internal personnel and/or request for intervention of the Fire Department.</p> <p>Emergency with great risk and/or effects or potential risk induced in outside areas, neighbouring the site/unit (implementation of the emergency plan with need to rescue the worker with outside help). Included are the emergencies which could occur to large dams.</p>	<p>Hazardous substances/hazardous waste spill in amounts greater than 1000 (kg for solids and litres for liquids) on unpaved surfaces and greater than 500 (kg for solids and litres for liquids) on surface water bodies and in aquifers.</p> <p>Pollution of the drinking water network (potential interruption in service).</p> <p>Intervention of definition and extensive reclamation of the area.</p> <p>More than 2 exceedances of the authorised limits (limits on emissions into the atmosphere, limits on discharges into surface waters, limits on discharges into sewer system).</p> <p>Releases of uncontrolled water into the outside environment that cause leaks of the water from the riverbed (flooding) with objective damages to persons and things.</p> <p>Release of SF6 gas from electrical equipment, less over 20 Kg</p>	<p>Widespread interest in the national and international press and TV.</p> <p>Fines, penalties, seizures by the Competent Authorities that involve criminal proceedings.</p>

MONTHLY HSE REPORT TEMPLATE					
CONTRACTOR				CONTRACT	
YEAR		MONTH		LOCATION	

EVENT LIST (including Subcontractors)		
EVENTS	MONTH [Number]	YEAR TO DATE [Num.]
Lost Time Injury (LTI)		
Working days Lost due to LTIs		
Restricted Work Case (RWC)		
Medical Treatment Case (MTC)		
First aid case (FAC)		
Environmental Incident		
Reputational Incident		
Near Miss (NM) - SAFETY		
Near Miss (NM) - ENVIRONMENT		
Unsafe Condition		
Unsafe Act:		

WORKED HOURS	
Total worked hours (month) CONTRACTOR	
Total worked hours (month) SUBCONTRACTORS	
of which            Man	
Woman	

## TYPES OF PENALTIES PROVIDED

### 1. MINOR LEVEL

Description	Examples	Measures related to workers	Measures related to the firm
Minor violations of the requirements set forth in the HSE specifications	Failure to respect the time frame to submit required documentation.	-	Written warning; Request for compliance.
Minor violations of the rules set forth in the Work Permit	Lack of availability of attachments; Lack of PPE (non-standard) or CPD (collective protection devices) provided for activities that have not yet commenced;	Verbal warning	Written warning; Request for adequate training of workers with confirmation thereof.
Minor violations of Company Rules and Procedures	Speed limit exceeded (up to 10 km beyond the limits); Parking in areas where parking is not allowed (without potential major consequences).		

### 2. MEDIUM LEVEL

Description	Examples	Measures related to workers	Measures related to the firm
Violations of the requirements of the HSE Health, Safety and Environment Specifications	Lack of availability and traceability of documents (e.g. use and maintenance manuals, etc);	-	Written warning; Request for compliance.
Violations of the rules set forth in the Permit to Work	Presence of workers in the work area without PtW who have not yet started work; Partial or inadequate application of the requirements for the executing party referred to in the PtW form.	Prohibition to enter the site for a period between 2 and 5 working days, depending on the felonious intent or not of the violation and the existence or otherwise of previous violations, even at different levels	Written warning; Request for adequate training of all company staff with confirmation thereof.
Violations of Company Rules and Procedures	Failure to use the safety belt Non-conformity of the vehicle with the law		
Significant number of level 1 violations by one or more company employees	Index of frequency of violations <b>IFV</b> = no. violations x 10 <sup>3</sup> / no. hours worked <b>≥ 1</b>	-	

### 3. SERIOUS LEVEL

Description	Examples	Measures related to workers	Measures related to the firm
Serious violations of the requirements set forth in the HSE Health, Safety and Environment Specifications	Lack of availability and traceability of documents (e.g. vehicle registration lifting equipment, test certificates, scaffolding book, etc.)  Lack of control and registration documents in general, used to provide evidence of compliance with legal obligations and the requirements of ERG Power Generation	-	Written warning  Temporary suspension of the works under the Tender Contract until the verification of compliance with the contractual provisions  Request for adequate training with confirmation thereof. Request for replacement of the construction site manager and the safety for a fixed-period (in the most serious cases, even for an indefinite period)
Serious violations of the rules set forth in the Permit to Work	Non-availability of PPE (non-standard) or DPC (collective protection devices) during the execution of works  Presence of workers executing activities in the work area without a PtW  Failure to apply the requirements set forth for the executing party listed in the PtW form	Prohibition to enter the site for a period between 6 and 20 working days (in severe cases even for an indeterminate period of time), depending on the intentionality or not of the violation and the existence or otherwise of previous violations, even at different levels;	
Serious violations of Company Rules and Procedures	Use of mobile phones during while operating a vehicle  Mobile phone use in the work area  Failure to dispose of waste properly		
Significant number of level 2 and level 1 violations by one or more company employees	Index of frequency of violations <b>IFV</b> = no. violations x 10 <sup>3</sup> / no. hours worked <b>≥ 1</b>	-	

### 4. VERY SERIOUS LEVEL

Description	Examples	Measures related to workers	Measures related to the firm
Very serious violations of the requirements set forth in the HSE specifications	Lack of availability of authorisation documentation;	-	Written warning  Suspension of the works under the Tender Contract  Termination of the contractual relationship; black listed
Very serious violations of the rules set forth in the Work Permit	Failure to comply with the law on Health, Safety and the Environment	Permanent prohibition to enter the site	
Very serious violations of Company Rules and Procedures	Failure to apply general and specific protection measures during the execution of works which can expose people, assets and the environment to serious and immediate dangers.		
Any violation that caused damage to people, assets and the environment both on site and beyond.	Index of frequency of violations <b>IFV</b> = No. violations x 10 <sup>3</sup> / No. hours worked <b>≥ 1</b>	-	

GERMANY – Applicable Norms, Standards, Regulations

### Applicable Norms, Standards, Regulations

The Contractors will observe international, national and local norms and regulations in their works onshore, such as:

- VDE 0105 part 100
- VDE 0113 part 1
- DIN EN 50308 -> VDE 0127 part 100 Wind turbines – Protective measures – Requirements for design, operation and maintenance
- VdS 3523
- Directive 2006/42/EC
- -MO guidelines

### Applicable Occupational Safety Regulations

Pursuant to ArbSchG §1 (1) employees are subject to German occupational safety regulations. This comprises state occupational safety regulations as well as accident prevention regulations by the accident insurers.

Contractors will follow international, national and local laws, norms and regulations in their work on the onshore sites. This includes state occupational safety regulations:

- ArbSchG (German Act on Occupational Safety and Health)
- ArbStättV (German Workplace Ordinance)
- ASR (German Regulations for Working Places) e.g. Regulation for Working Place A1.3 „Safety and Health Protection Marking“
- AsiG (German Occupational Safety Act)
- ArbZG (German Working Hours Act)
- BildscharbV (German Ordinance for Work with Visual Display Units)
- LärmVibrationsArbSchV (German Ordinance on Occupational Safety concerning Noise and Vibration Protection)
- ChemG (German Chemicals Act)
- BetrSichV (German Ordinance on Industrial Safety and Health)
- GefStoffV (German Hazardous Substances Ordinance)
- PSA-Benutzungsverordnung (PSA-BV) PSA-Vorschrift § 2 (Regulation on the use of PPE)
- LasthandhabV (German Load Handling Regulation)

### Occupational Safety Regulations of Employer's Liability Insurance

The Employer's Liability Insurance in its role as accident insurer offers a variety of regulations (DGUV), rules (BGR) and information (BGI). This is not a complete list and it must be updated if new regulations must be observed.

- DGUV regulation 1 „Principles of Prevention“ formerly: BGV A1
- DGUV regulation 3 „Electrical installations and equipment“ formerly: BGV A3
- DGUV regulations 6 „Occupational health care“ = ArbmedVV (German Occupational Medical Examination Act) formerly: BGV A4
- DGUV regulation 38 "Construction Works" formerly BGV C22

- DGUV regulation 52 „Cranes“ formerly: BGV D6
- DGUV regulation 54 „Winches, lift and pulling equipment“ formerly: BGV D8

### **Rules of Employer’s Liability Insurance**

- DGUV rule 112-189 „Use of personal protection gear“ formerly: BGR 189
- DGUV rule 112-191 „Use of foot and leg protection“ formerly: BGR 191
- DGUV rule 112-192 „Use of eye and face protection“ formerly: BGR 192
- DGUV rule 112-193 „Use of head protection“ formerly: BGR 193
- DGUV rule 112-194 „Use of hearing protection“ formerly: BGR 194
- DGUV rule 112-195 „Use of safety gloves“ formerly: BGR 195
- DGUV rule 112-198 „Use of personal protection equipment against falling“ formerly: BGR 198
- DGUV rule 112-199 „Rescue form Heights and Depths with personal Fall Protection Equipment“ formerly: BGR 199

### **Information of Employer’s Liability Insurance**

- DGUV Information 203-001 „Safety when working on electrical installations“ formerly: BGI 519
- DGUV Information 213-001 „Work in confined spaces“ formerly: BGI 534
- DGUV Information 203-002 „Electricians“ formerly: BGI 548
- DGUV Information 209-013 „Slings“ formerly: BGI 556
- DGUV Information 203-004 „Use of electrical equipment with increased electrical risks“ formerly: BGI 594
- DGUV Information 203-007 „Wind turbine generators“ formerly: BGI 657
- DGUV Information 203-006 „Selecting and operating electrical installations and equipment on construction sites“ formerly: BGI 608

**POLAND – Applicable Norms, Standards, Regulations****Applicable Occupational Safety Regulations**

- Act of 26 June 1974 - Labour Code;
- Act of 27 June 1997 on occupational medical service;
- Regulation of the Council of Ministers of 1 July 2009 on determination of cause and circumstances of the accidents at work;
- Act of 30 October 2002 on social insurance in respect of accidents at work and occupational diseases;
- Regulation of the Council of Ministers of 2 September 1997 on the work health and safety service;
- Regulation of the Minister of the Economy of 30 October 2002, on the minimum requirements regarding occupational safety and health as regards to use of machinery on Construction sites;
- Regulation of the Minister of Labor and Social Policy of 26 September 1997 on the general provisions on occupational health and safety.
- Regulation of Minister of Energy of 28 August 2019 on occupational health and safety while working on energy facilities.

**Applicable Fire Protection Regulations**

- Fire Protection Act of 24 August 1991.
- Regulation of the Minister of internal Affairs and Administration of 7 June 2010 on buildings, other building objects and terrains fire protection.

**Applicable Environment Protection Regulations**

- Act of 27 April 2001 - Environmental Protection Law
- Act of 14 December 2012 on Waste.
- Act of 15 May 2015 on substances depleting the ozone layer and on certain fluorinated greenhouse gases;
- Act of 13 April 2007 on preventing the environmental damage and its remedy

**ROMANIA – Applicable Norms, Standards, Regulations****Applicable Occupational Safety Regulations**

- Law on safety and health at work no. 319/2006;
- Government Decision no. 1425/2006 for the approval of the methodological norms for the application of the provisions of the Law on safety and health at work no. 319/2006, amended and completed;
- Government Decision no. 300/2006 on minimum safety and health requirements for temporary or mobile construction sites;
- Government Decision no. 971/2006 on minimum requirements for safety and / or health signaling at work, modified.
- Government Decision no. 1048/2006 for the use by workers of personal protective equipment at the workplace;
- Government Decision no. 1146/2006 on minimum safety and health requirements for the use of work equipment by workers;
- Government Decision no. no. 493/2006 on the minimum safety and health requirements regarding the exposure of workers to the risks arising from noise;
- Government Decision no. no. 355/2007 on the health surveillance of workers, amended and completed, amended;
- Order of the Minister of Public Health no. 3/2007 for the approval of the Form for the registration of the work accident - FIAM;

**Applicable Fire Protection Regulations**

- Law nr. 307/2006 on fire protection;
- Order of the Minister of the Interior no. 163/2007 for the approval of the General Rules of Fire Protection;
- Law nr. 481/2004 on civil protection;
- Order of the Minister of the Interior no.712/2005 on the training of employees in the field of emergency situations;

**Applicable Environment Protection Regulations**

- Law no 265 of 29/06/2006 on environmental protection;
- Law nr. 211/2011 on waste management;

**BULGARIA – Applicable Norms, Standards, Regulations****Applicable Occupational Safety Regulations**

- Act of 16 December 1997 on Occupational Safety and Health
- Ordinance No 7 of 23 September 1999 on the minimum health and safety of the workplace and the use of work equipment
- Ordinance No 5 Of 11 May 1999 on the Procedure, Manner and Frequency of Carrying Out Risk Assessment;
- Regulation No 15 of 31 May 1999 for the conditions, manner and requirements for developing and implementing of physiological schedules of work and rests during work;
- Ordinance adopted by Decree No 263 of 30 December 1999 for finding, investigating, registering and reporting work accidents;
- Ordinance on the procedure for notification, registration, verification, review and reporting of occupational diseases approved by Decree № 168 of 11 July 2008, publ., SG. 65 of 22 July 2008, effective from 22 July 2008, amend. No. 5 of 14 January 2011, in force from 14 January 2011
- Ordinance No 10 of 26 October 2003 concerning the protection of workers from exposure to carcinogenic and mutagenic substances during work;
- Ordinance No 3 of 25 January 2008 on the terms and conditions for activity of Occupational Health Offices
- Ordinance No 3 of 19 April 2001 on the minimum safety and health of workers in the use of personal protective equipment at the workplace (Issued by the Minister of Labour and Social Policy and the Ministry of Health promulgated., SG. 46 of 15 May 2001, effective from 16 August 2001, amend. and supplemented. No. 40 of 18 April 2008).

**Applicable Fire Protection Regulations**

- Regulation No. 8121z-647 of 1 October 2014 on Fire Safety Rules and Norms for the Operation of Sites
- Regulation No. Iz-1971 dated 2009 for construction – technical rules and standards for fire safety in fire

**Applicable Environment Protection Regulations**

- Environmental Protection Act;
- Waste Management Act

**FRANCE – Applicable Norms, Standards, Regulations****Applicable Occupational Safety Regulations**

- Prevention: Obligations of the employer. (Articles L4121-1 to L4121-5) of the Labor Code
- Prevention: Obligations of workers. (Articles L4122-1 to L4122-2) of the labor code
- Information and training of workers (Articles L4141-1 to L4143-1) of the labor code
- Work equipment and means of protection (Articles L4311-1 to L4321-5) of the labor code
- Prevention of certain exposure risks (Articles L4411-1 to L4461-1) of the labor code
- Prevention of risks associated with certain activities or operations (Articles L4511-1 to L4541-1) of the labor code
- Decree of March 19, 1993 fixing, in application of article R. 4512-7 of the labor code, the list of hazardous work for which a prevention plan is established in writing
- Directive (89/656 / EEC) of 30 November 1989 concerning the minimum health and safety requirements for the use by workers at work of personal protective equipment
- Health and safety (Articles R230-1 to R238-56) of the labor code
- Order of 4 November 1993 relating to occupational health and safety signs
- Internal regulations (Articles R1321-1 to R1323-1) of the labor code
- Occupational health services (Articles R4621-1 to R4626-35) of the labor code
- Law n ° 2011-867 of July 20, 2011 relating to the organization of occupational medicine
- Decree No. 2012-135 of January 30, 2012 relating to the organization of occupational medicine
- Decree n ° 2014-1159 of 9 October 2014 relating to the exposure of workers to certain occupational risk factors beyond certain severity thresholds and to its traceability
- Employment injuries and occupational diseases (Specific provisions and common provisions with other branches) (Articles L411-1 to L482-5) of the social security code

**Applicable Fire Protection Regulations**

- Risks of fires and explosions and evacuation (Articles R4227-1 to R4227-57) of the labor code
- Order of 11 December 2009 approving various provisions supplementing and amending the safety regulations against the risks of fire and panic in establishments open to the public (ERP)

**Applicable Environment Protection Regulations**

- Order of 22 June 2020 amending the requirements relating to electricity production installations using mechanical wind energy in an installation subject to authorization under section 2980 of the legislation on installations classified for the protection of 'environment
- Law n ° 2016-1087 of August 8, 2016 for the reconquest of biodiversity, nature and landscapes
- Protection of natural heritage (Articles R411-1 to R416-5) of the Environment Code
- Waste (Articles D541-1 to R543-313) of the Environment Code
- Transport of dangerous goods (Articles L1252-1 A to L1252-8) of the transport code
- Order of 29 May 2009 relating to the transport of dangerous goods by land (known as the "TDG order")