



General health, safety and environmental regulations  
for Contractors  
during the execution of assignments for Electrabel  
s.a.

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# 1 OBJECTIVE

The measures described below relate to assignments carried out at the request or on behalf of the Client as defined in the General Terms and Conditions of the Client. This document **supplements** the **General Conditions for the purchase of Goods, Services and Works** with provisions specific to Belgium.

"Contractor(s)" in this document means the entity or entities and their legal successors named in the Special Conditions as contractor, subcontractor, supplier, service provider, vendor, or otherwise and responsible under the Agreement for the supply of the Goods and/or performance of the Services or Works, as defined in Electrabel's General Conditions .

This document also aims to specify the health, safety and environmental requirements for the Contractor. It must allow him to provide his employees and any subcontractors with the necessary information regarding the risks and applicable measures regarding the health, safety and well-being of employees and the environment in the performance of their duties at the Client's facility.

**The Contractor is obliged to pass on the relevant information to its employees and any subcontractors and self-employed persons** so that all work, supplies and services commissioned by the Client, by the Contractors, subcontractors and their respective employees, can be carried out in safe, healthy and environmentally friendly conditions and in accordance with these regulations.

By accepting the Order, the Contractor and consequently its subcontractors agree to be bound by these health, safety and environmental (HSE) regulations.

## 2 GENERAL HSE RULES

### 2.1 Compliance with legal requirements

All applicable legal provisions on health, safety and environment apply, in particular but not limited to:

- the Act of August 4<sup>th</sup> 1996 concerning the Health & Safety of employees in carrying out their work, together with their implementing decrees;
- the Codex of well-being at work;
- The ARAB (General Regulations on Labour Protection);
- the AREI (General Regulations on Electrical Installations);
- The Royal Decree of January 25<sup>th</sup> 2001 on temporary or mobile construction sites;
- The Royal Decree of April 21<sup>st</sup> 2016 concerning the introduction into the market of equipment and protective systems intended for use in potentially explosive atmospheres (ATEX);
- VLAREM, VLAREMA<sup>1</sup>, VLAREBO<sup>2</sup> and the relevant decrees (Flanders);
- The environmental legislation in force in the Brussels Capital Region and the various decrees on the subject (Brussels);
- environmental legislation in force in Wallonia and relevant decrees (Wallonia);
- applicable European regulations;
- the locally applicable regulations, e.g. when construction sites fall under legislation concerning water catchment areas, Natura 2000 areas, protected sites, ...

### 2.2 Management systems health, safety and environment

The Client shall preferably select Contractors who have a certified ISO, VCA or equivalent management system on health, safety and environment.

The Contractor shall apply the same criterion for any subcontractors selected.

### 2.3 Sub-contracting

The Contractor shall not subcontract any works or services to a subcontractor without the prior approval of the Client. Consequently, the Client must formally approve each subcontractor. The level of subcontracting is limited to 2.

CLIENT > CONTRACTOR (N1) > SUBCONTRACTOR (N2)

Exceptionally, a derogation may be granted according to the established procedure.

The Contractor must be able to demonstrate that the Client's HSE rules are a contractual requirement with its subcontractor and that it can meet these requirements. The Contractor shall provide a start-up work meeting for each subcontractor in which, among other things, the Client's HSE rules are demonstrably explained.

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<sup>1</sup> VLAREMA: VLAams REglement on the sustainable management of material cycles and wastes

<sup>2</sup> VLAREBO: VLAams REglement voor BOdemsanering (Flemish regulations for soil cleanup).

## 2.4 Health, safety and environment (HSE) pillars

### 2.4.1 No Life at Risk

The Contractor shall inform its employees and all Subcontractors of the 5 safety essentials of the "No Life at Risk" programme. Communication can be done through a toolbox meeting, flyers and/or any other suitable means. The 5 safety essentials must be included in the HSE plan by the Contractor (see section 3.3).



Image 1: the 5 safety essentials of the "No Life at Risk" programme

The 9 life-saving rules below should be applied by everyone at all times.

## DO's



### BE HOOKED UP

Clip on your harness when working at height



### STEP ASIDE

Stay out of the path of moving vehicles, plant and equipment



### CHECK

Verify that there is no live energy (mechanical, chemical, electrical, fluids under pressure, etc.) before starting work



### MAKE SURE

Only enter a trench if the appropriate wall supports are in place



### CONTROL

Test that the atmosphere is safe before entering a confined space and monitor it as you work

## DON'Ts



### HALT

Do not perform hot work until the fire or explosion risks have been eliminated



### AVOID

Do not walk or stand under a load



### BAN

Do not work under the influence of alcohol or drugs including driving



### STOP

Do not manipulate your phone or any other communication device while driving



# NO LIFE AT RISK

Respect the Life Saving Rules all the time



Image 2: the 9 life-saving rules

## 2.4.2 No Mind at Risk

According to ENGIE's 'No mind at risk' principle, people are at the centre. In this context, the Contractor is expected to engage in, inter alia:

- respect for the working environment and both internal and external colleagues;
- constructive dialogue;
- teamwork.

## 2.4.3 No Asset at risk

Under ENGIE's 'no asset at risk' principle, the Contractor shall:

- not take any action that could compromise the integrity of the facilities;
- only perform actions for which permission has been obtained.

## 2.5 Language

The Contractor and subcontractor's Representative, work supervisors and HSE advisers shall have a good knowledge of the region's language or English. The work leader speaks the language of the personnel carrying out the work.

All HSE documentation is prepared in the language of the region or written in English.

## 2.6 Specific policies: alcohol, banned substances, smoking ban

There is zero tolerance on using and being under the influence of alcohol or prohibited substances (drugs). Smoking (including vaping) is not allowed except in the areas reserved and signposted for that purpose.

## 2.7 Temporary workers and students

As a general rule, the Client shall not allow **temporary workers or students** among the Contractor's staff. However, if, for specific reasons, the Contractor wishes to use temporary workers or students for specific works, such employment shall be subject to the **prior written agreement** of the Client.

The Contractor's **risk analysis** should take into account the risks associated with these target groups, in accordance with legal requirements.

## 2.8 Working hours

Working time may not exceed the number of hours per day and per week set by law. The Client has the right to check the Contractor's compliance with these provisions.

For more information, please consult: [Working hours and rest periods - Federal Public Service Employment, Labour and Social Dialogue \(belgium.be\)](#)

## 2.9 Environmental aspects

The Contractor shall always take appropriate preventive measures to prevent, if not minimise, environmental **pollution** (e.g. emissions to air, soil or water) .

**Waste management** measures are applied according to the hierarchy listed below:

- Risks
- reuse
- recycle
- process

In case of negligence, the Customer will have the waste collected at the Contractor's expense. All waste should be collected selectively.



## 3 ORGANISATION OF THE TASK

The Contractor shall set up an organisation enabling it to comply with the applicable legislation and the HSE rules in this document.

### 3.1 Responsibilities and roles

As a minimum requirement, the following health, safety and environmental roles should be fulfilled:

- The **hierarchical line** adopts its responsibilities as included in the legislation applicable in Belgium. It also ensures the correct implementation of the requirements laid down in this document.
- The **HSE advisor** has the necessary qualifications and is aware of the legislation applicable in Belgium. If necessary, it will be assisted by an External Prevention and Protection Service. The HSE adviser will be involved in :
  - the preparation of the HSE plan,
  - identification of hazards,
  - risk analysis,
  - defining prevention measures taking into account the established working methods,
  - the investigation and reporting of incidents and accidents,
- The **HSE supervisor** ensures safe execution of work in accordance with the established working method. It instructs personnel carrying out work on the 5 pillars of the No Life At Risk programme and the just health and safety culture. It evaluates the risks and discusses prevention measures with the implementers beforehand and checks their understanding.
- **Personnel carrying out work** are responsible for their own safety and the safety of their colleagues. They apply the 5 essential pillars and are aware of the just health and safety culture. They correctly use PPE and know emergency procedures.

The Contractor and subcontractor shall appoint a HSE point of contact (SPOC) before the start of the work.

### 3.2 Supervision and coordination

The Contractor shall provide adequate supervision according to the risk, working environment (e.g.: segregated worker) and competences of the work performers.

All roles defined in 3.1 perform regular HSE checks.

If applicable (e.g. for interfering works), the Client will coordinate the HSE aspects.

The Contractor must immediately follow up on HSE observations made by the Client. Otherwise, the Client has the right to suspend its activities until the dangerous situation is remedied. If the breach is not resolved, the Client may take necessary action at the Contractor's expense.

The Client and the Contractor must carry out regularly scheduled or unscheduled (joint) inspections. The results must be documented and exchanged between the Client, the Contractor and each of the Subcontractors.

### 3.3 Information obligation of the Contractor

#### 3.3.1 Preparation of works:

##### Information transfer

- The details of the Client's contact person will be communicated to the Contractor in writing.
- A consultation (possibly including a joint site visit) will take place with the aim of understanding the works to be carried out and the associated HSE risks, so that appropriate control measures can be taken.
- Site-specific risks are discussed. They lead to specific agreements on prevention measures that will be observed during work (e.g. working in an ATEX zone, working with chemicals, noise, exposure to dust, cooling circuits, electrical hazards,....)

##### The HSE plan

The Contractor shall prepare a health, safety and environment plan (HSE plan) and deliver it to the Client's contact person 14 days before the start of the works. This document should be based on the Client's input for site-specific risks and the Contractor's input for risks related to its operations. Comments can be given by the Client on the content and quality of the received HSE plan. If required by the Client, the HSE plan will be amended/completed by the Contractor.

If the HSE plan is not delivered on time or does not meet the below described minimum requirements, the works cannot be started by the Contractor.

The HSE plan shall contain **at least** the following information:

- Organisational aspects: Who are the persons involved (cf. 3.1), subcontractors, ...
- Application of ENGIE's 5 safety essentials of No Life at Risk (cf. section 2.4)
- The recognition and sanction policy of the Contractor
- The communication language between the Client and Contractor and the subcontractor
- The HSE risk analysis and prevention measures related to the tasks to be performed in each phase of the work (construction, commissioning, operation, maintenance,...)
- The environmental aspects/possible environmental impacts, taking into account the planned works.
- The HSE emergency measures
- Working methods
- Training requirements for authorised persons for high-risk tasks
- Overview of work equipment and how it is managed in terms of external and internal inspection/controls
- Other if applicable:
  - o permits
  - o site layout plan
  - o traffic sign plan
  - o KLIP-KLIM
  - o lifting plan
  - o ...

If a subcontractor is engaged, the Contractor shall ensure that the subcontractor's activity is integrated into the supplied HSE plan.

#### 3.3.2 Before the start of works:

- The necessary certificates (training, inspections, etc.) shall be provided by the Contractor.
- The assignment is discussed with the implementers.
- An LMRA is carried out.

### 3.3.3 During the works:

- If there are HSE risks that have not been identified and discussed beforehand and, consequently, appropriate preventive measures are missing, the Contractor must: **STOP the works**, notify the Client's contact person to evaluate these risks together, define appropriate measures and revise the working method.
- The Contractor shall attend coordination or consultation meetings where invited. The Contractor must share the HSE information discussed during these consultation moments with its employees and subcontractors.
- The Contractor shall participate in the HSE walkarounds.
- The Contractor shall hold toolbox meetings.
- The Contractor and, where applicable, the subcontractor shall participate in the discussion of HSE incidents, accidents and unsafe situations.
- Any incident (industrial accidents, near-accidents, violations of Life Saving Rules, first aid, dangerous situations, environmental incidents and accidents,...) must be reported **immediately** to the Client's contact person (see section 5.1 for more details).

### 3.3.4 After the works:

- The Contractor may be asked to participate in an evaluation.
- Where appropriate, the Contractor shall provide the Client with all necessary training and information: as-built plans, operation manuals, inspection certificates, waste disposal certificates,...

## 3.4 Identification

The Contractor shall ensure that it complies with all applicable social security regulations for both its own employees and subcontractors. To this end, the necessary identification documents will be provided in accordance with the arrangements made with the Client's contact person.

Without prejudice to any other forms or certificates that may be required, the Contractor shall automatically and without express request from the Client provide, inter alia, the following documents before accessing the site:

- a) for employees:
  - the **A1 form** or an updated form for workers subject to the social security system of a member state of the Economic European Area ('EEA') (other than Belgium) or proof of coverage for these workers subject to a social security system of a non-EEA member state with which the Belgian state has concluded a social security treaty;
  - The **Limosa-1 form** for employees for whom a Limosa declaration is mandatory;
  - For non-European workers only (i.e. nationals of no member of the European Economic Area or Switzerland): the combined permit and/or any other document proving that the worker is entitled to enter, reside and work on Belgian territory;
- b) for independent Contractors:
  - The **Limosa-1 form** for self-employed Contractors for whom a Limosa declaration is mandatory;
  - the **professional card** (if required) and/or any other document proving that the self-employed Contractor is entitled to enter and work on Belgian territory.

The Contractor shall make all declarations and pay any associated dues or fees.

### 3.5 Access

For access to the Client's facilities, unless otherwise agreed, all employees of the Contractor and those of its subcontractors must pass a **test** in advance in one of the following European languages: Dutch-French-English-German, to demonstrate knowledge of the special rules and requirements on health, safety and environment. No compensation will be possible if an employee is refused entry.

Access to the installation, to the buildings or to the premises of the Client shall be granted only to persons, vehicles and goods whose presence is required **for strictly work-related reasons** and only during the period necessary for the execution of the orders.

The **Belgian Highway Code** applies, as well as local right of way, prohibition and commandment signs.

**Outside** working hours, no rolling stock used by the Contractor on the sites or along the road on the site shall remain parked unless with the express permission of the Client and provided appropriate safety signage is provided by the Contractor.

Access roads to the Client's premises must **remain** clear at all times, for both emergency services and incoming and outgoing personnel.

### 3.6 Cameras - Video cameras - Mobile phones - Similar devices

Photographing, filming or video recording is only allowed for **professional** purposes and with the permission of the Client's contact person.

Devices may **connect to our systems** only after approval by the Client's contact person.

### 3.7 (Work) permits and last-minute risk analysis (LMRA)

The works can only start after a work permit has been delivered unless explicitly stated otherwise by the Client.

It is strictly forbidden to operate parts of the plant (such as valves, pumps, etc.) without explicit permission, given through the work permit.

If underground work is to be carried out on land owned by the Client, an **excavation permit** is required. This also includes e.g. placing earthing stakes.

All work that releases heat (welding, grinding, etc.) requires a **fire permit**.

A **test permit** is required for testing the proper operation of an installation unless explicitly stated otherwise by the Client.

The work permit takes into account the **specific** risks of the installations and the safety measures taken to reduce installation-related risks.

Prior to the start of works, a last-minute risk assessment (LMRA) should be carried out together with the workers and subcontractors involved in the work.

The Client's **contact person will issue the above permits based on the prior work consultation in accordance with the local procedure.**

If **environmental obligations** are attached to the works, the Contractor shall, if applicable, ensure that an environment or environmental permit, demolition permit, earth-moving permit (pumping), felling permit, ... All required permits must be available and valid. The Contractor should verify this with the Client's contact person.

### 3.8 Workplace layout

The Contractor shall provide and be responsible for necessary safety **signage** and demarcation.

The Contractor shall abide by the specific agreements around the use of **sanitary facilities** as determined by the Client.

**Meals** are consumed in the designated areas.

The Contractor shall keep his workstation **clean and orderly**.

## 4 REGULATIONS ON WORK EQUIPMENT AND HAZARDOUS PRODUCTS USED BY THE CONTRACTOR

### 4.1 General rules

The choice of work equipment should be **risk-based** and take into account the health, safety and environmental **prevention hierarchy**. Work equipment must be adapted to its users, well maintained and in good condition.

The approval or **inspection certificates** issued by a recognised organisation in Belgium must always be with the work equipment in question so that they are available to the Client, the external technical inspection service at the workplace and the officer in charge of supervision.

We distinguish two situations in which work equipment can be used:

- **The Contractor shall bring own or rented equipment** which must be recognisable as the property of the Contractor or subcontractor.
- **The Contractor shall use the Client's material** upon written consent. The Client's work equipment may be used only with the Client's consent and after receiving appropriate written instructions for use. The Contractor shall be obliged to ascertain their good condition and proper functioning in advance and their use shall be at its own risk and responsibility. During the entire period of use, the Contractor shall manage the material in accordance with the legislation. After use, or at the end of the period agreed with the Customer, the Contractor must return the equipment in exactly the same condition in which it was received. Work equipment not returned at the end of the assignments or damaged will be replaced or repaired at the Contractor's expense. The Principal reserves the right to have a document signed by the Contractor upon receipt of the borrowed equipment.

All work equipment subject to mandatory (periodic and/or statutory) inspection must be **clearly identified** for the above inspections .

The Contractor shall ensure that it uses **sustainable technologies** and equipment to reduce environmental impacts.

The Contractor's employees must have appropriate **training** and/or **competence** in accordance with legislation. Training certificates can be requested.

The organisation of work including the positioning of equipment and machinery should not interfere with the operation of the site. Equipment may only be stored at the location(s) specified by the Client's contact person.

At the end of the working day, the Contractor shall take the necessary steps to protect its work equipment from improper use. Any loose items must be removed from the worksite, or must be solidly attached. The Contractor is obliged to store and secure all work equipment to prevent its theft. In case of theft, the Client cannot be held liable in any way. The necessary precautions should be taken so that no dangerous situations can arise during bad weather conditions, such as storms and lightning.

All energy consumers should be **shut down** after working hours if possible.

### 4.2 Scaffolding

The Contractor is obliged to use a **scaffolding company** designated by the Client, unless otherwise agreed.

Scaffolding should only be used for the purpose for which it was built. Users of scaffolding are not allowed to make any changes to scaffolding. If no valid inspection certificate is attached to the scaffold, access to the scaffold is **NOT** allowed.

For **sandblasting** or **cleaning works**, openwork floors should be used and the waste on the boards should be cleared up as the works progress.

The Contractor shall ensure appropriate training of its employees for working on scaffolding.

### 4.3 Selection and use of Personal Protective Equipment (PPE)

The Contractor shall provide personal protective equipment for its employees.

Verification of its obligation to be worn **is** also the **responsibility** of the Contractor.

As a general rule, body-covering **work clothing, safety helmet, safety shoes** and **safety glasses** must be worn in all technical installations and at all places indicated by safety signs.

If the risk assessment of the works requires it, specific additional PPE should be applied to protect against the specific risks, for example: hearing protection, safety harness, visor, face protection protective suits, gloves, etc. Additional requirements may be imposed on **Client sites**, which will be communicated through the Client's contact person.

### 4.4 Choice and use of hazardous substances

#### 4.4.1 General

The Contractor shall limit the presence of hazardous substances to that which is strictly necessary for the works to be carried out. For larger quantities, the Client's contact person will be contacted to verify any permit requirement.

If a service provided results in the **continuous use** of chemical products, the supplier will provide the Client's contact person with the (e-)SDS of the product. If products are left on site **during or after the service provided**, the (e-)SDS must be available. In all other cases, the Contractor shall take **back** the chemicals left behind.

The Contractor is responsible for the proper management of the products he uses as well as for the waste generated from his use of these products. The discharge of hazardous products is prohibited.

#### 4.4.2 CMR/Asbestos

The use of chemical agents with category 1A or 1B carcinogenic, mutagenic or reprotoxic properties is not allowed unless no alternative is available. Exceptions must be approved by the Client's contact person and prevention advisor.

The Contractor can obtain the **asbestos inventory** on simple request through the Client's contact person.

#### 4.4.3 Storage

Hazardous substances should be stored in the **original container** or in a special **sturdy container** made of a material that will not be damaged by the substance contained therein. Receptacles must be marked with the required symbols.

**Temporary storage** of hazardous substances and oils is done in a double-walled metal container or on a sump large enough to accommodate the entire volume.

Fuel transport vehicles, mobile vessel filling points and fuel tanks should be placed on impermeable surfaces. If this is not possible, additional preventive measures should be taken to avoid environmental damage.

Gravity filling of mobile tanks is prohibited.

**Storage** of flammable liquids will be done in a ventilated area where there is normally no fire risk. Flammable products (liquids or solids) must be stored in a special fireproof cabinet (90 min).

#### 4.4.4 REACH

If the use of a product supplied to the Customer **requires a licence**, the Contractor shall ensure that this is requested from the European Chemicals Agency in good time . The Contractor shall send a copy of the application to the Client's contact person. He will also provide the Client with a copy of the licence once it has been issued, as well as the updated (e-)SDS.

When **manufacturing or importing products**, the Contractor must ensure that the Client's operations are not interrupted and that the substances to be used by the Client are registered in advance and properly in order to allow the supply and, therefore, the Client's operations to continue. If the Contractor is not the manufacturer or importer, it shall ensure that this requirement is met by the relevant manufacturer or importer upstream in the supply chain.



## 5 INCIDENTS, ACCIDENTS AND EMERGENCIES

### 5.1 Incidents and workplace accidents

Any incident (industrial accidents, near-accidents, first aid, dangerous situations, environmental incidents and accidents, safety incidents) must be reported **immediately** to The Client's contact person. The Contractor is responsible for conducting the accident investigation within the time limits set by legislation.

When it is a serious occupational accident as defined in the applicable regulations, the circumstantial report must be drawn up by agreement between all parties.

For very serious or fatal accidents and serious near-incidents, the Contractor is obliged to cooperate in the thorough analyses requested by the Client.

In addition, the following reporting deadlines apply:

- Immediate: notification
- Within 24h: first consultation meeting for the serious incidents/accidents determined by the Client
- Within 48h: first consultation meeting for all other incidents/accidents
- Within 10 calendar days: review of facts and action plan.
- Within 20 calendar days: final investigation report including fact tree analysis, preventive and corrective measures.

The Client appropriates the right to participate in the root cause analysis and the determination of appropriate preventive and corrective measures.

### 5.2 Environmental incidents and accidents

In case of an incident that may have or has an impact on the environment (e.g. smoke, spill, soil contamination, sewage contamination, contamination of watercourses, noise pollution, etc.), the Client should **be informed immediately** by calling the local emergency number and all measures that can help to mitigate the damage should be taken as soon as possible, without endangering oneself.

All **environmental incidents** should be investigated and dealt with in accordance with applicable regulations. The contractor shall provide necessary absorption material on site or during the works where applicable.

### 5.3 Emergencies

The Contractor must comply with the Client's **local emergency procedures**.

## 6 FAIR HEALTH AND SAFETY CULTURE

Promoting a fair health and safety culture is a decisive factor in eliminating accidents, and certainly the most serious ones. Promoting a culture of justice requires the establishment of a system of recognition of virtuous behaviour and proportionate sanctions for any non-compliance with health and safety regulations.

Each deviation must be analysed thoroughly. The Client favours virtuous behaviour and recognises the right to make mistakes, but advocates the fair sanction of any deviation from the rule.

The Contractor shall work out a system of recognition and sanctions for its employees and subcontractors and include it in its HSE plan. The Contractor is also subject to the Client's approval and sanction policy.

## 7 EVALUATION

The Contractor's HSE performance shall be evaluated regularly during contract performance against the following criteria :

- compliance with HSE requirements, in particular the 5 safety essentials of ENGIE's No Life at Risk programme;
- the level of transparency in particular reporting dangerous situations or acts, good practices and carrying out HSE rounds;
- the Contractor's commitment and leadership;
- the implementation of an equitable health and safety culture;
- managing subcontractors.