



HEALTH, SAFETY AND ENVIRONMENTAL TERMS



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1 SCOPE

These Health, Safety and Environmental Terms Second Edition (the “HSE Terms”) govern the Parties obligations in connection with health, safety and environment matters in the relationship between Enel and its Contractors. This HSE Terms replaces the previous edition published on March 1st, 2019.

2 RECITALS

2.1 This document provides Contractor’s obligations concerning significant health, safety and environmental aspects that the Contractor shall and shall cause its Subcontractors to comply with during performance of scope of Contract.

2.2 The obligations reported in this document shall be considered as contract conditions and if these conditions are not met by Contractors and/or its Subcontractors, consequences as per Section 19 herein are applied by ENEL to Contractors. For Subcontractors, ENEL requests to the Contractors to provide evidences of related remedies application.

2.3 Contractor shall use and cause its Subcontractors to use this information to develop suitable and sufficient Health, Safety and Environmental documentation, identifying the Health, Safety and Environmental measures to be implemented during the contractual activities performance and defining the relevant costs, maintaining a safe and neat facility, promoting best practice in Health, Safety and Environmental management. Every requirement included in this document must be implemented when the specific hazard exists.

2.4 In ENEL, no work can be done compromising Health & Safety and/or environment. For this reason, as established in the Stop Work Policy, any risk situation or unsafe behaviour will determine the suspension of work and the restoration of Health, Safety and/or environmental conditions.

2.5 ENEL is strongly and constantly engaged in promoting and consolidating a culture of health, safety and environment protection. Such commitment is further detailed in the “Declaration of Commitment to Health and Safety”, “Stop Work Policy” and “Environmental Policy” that can be found at the following addresses:

<http://globalprocurement.enel.com>, in the section “Other Useful Documents” and
<https://globalprocurement.enel.com/documents/health-and-safety-documents> and
<https://corporate.enel.it/en/company/policy-environmental-enel>

3 DEFINITIONS AND ACRONYMS

“Accident”: means the Incident that has given rise to injury, with absence from work of at least one day¹, excluding the one of the occurrence.

“Affiliates”: mean, with respect to any legal entity, any legal entity directly or indirectly controlling, controlled by or under common Control with, such other legal entity, but such legal entity shall be deemed to be an Affiliate only so long as such control exists. Control, with respect to any legal entity, means the possession, directly or indirectly, of the power to direct or cause the direction of management and/or policies of such legal entity, whether (i) through the ownership of voting securities entitling to the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise.

“Commuting Incident”: means a specific Incident occurring during transfer from personnel home to workplace and vice-versa or, when the organization allows workers eating their meals outside the organization’s premises, during transfer to and from the place where meals are consumed.

“Complex Work”: means a work activity involving (or performed by) more than one party (ENEL/Contractor) - which may or may not work simultaneously at the Work Site - or more than one working group of a single party (ENEL/Contractor), depending on the HS Plan and/or Environmental Plan risk assessment and according to the following (indicative and non-exhaustive):

- o High number of Personnel at the Work Site,
- o complexity of involved installations and/or construction sites,
- o proximity of third parties within the Work Site.

¹ In Countries where local regulation requires that the prognosis shall be defined only the day after the accident, the absence from work is counted starting since the day the prognosis was released, excluding the day of the event (e.g. if the event happens on day 1 and prognosis is defined on day 2, with return to work on day 3, the event is classified as medication and not as Accident).



- o other projects on the vicinity areas that could be impacted by the works

“Contract”: means the contract entered into between a Contractor and ENEL to which these HSE Terms are attached.

“Contractor”: means natural or legal person or groups of the latter with whom ENEL signs Contracts for works and/or services and/or supplies.

“ENEL”: means the particular entity (whether Enel S.p.A. directly or one of its Affiliates) that is a party to the Contract signed with the Contractor.

“Environmental Event”: means the occurrence or the modification of a particular set of circumstances which has caused or could have caused an impact on the environment and / or on organization due to environmental problems.

“Environmental Near Miss”: means an unexpected environmental event confined or ended before reaching any environmental matrix and producing any potential impact.

“Equipment”: means any assembly of items intended to be used by Personnel with the aim of executing a specific work activity.

“First Aid”: means an incident that has given rise to injury that requires a medical treatment in a medical facility or the use of a first aid kit, with return to work within the same day or shift to the day after. First Aids are classified by dynamic / potential damage in order to effectively targeting improvement actions to enhance occupational safety. According to the above principle, First Aids are classified as follows:

- High Potential First Aids (HPO FA): A First Aid whose dynamic could have resulted in a Life Changing Accident or in a Fatal Accident.
- Other First Aids: All First Aids not classified as High Potential First Aid.

“Foreman”: means a person who supervises the work and ensures the implementation of instructions issued, ensuring correct job execution by workers in compliance with health, safety and environmental regulations and company rules. This person is a nominated person in control of a work activity.

“Frequency Rate”: (number of Accidents/worked hours) x 1.000.000.

“Government Authority”: means any national, federal, state, local, municipal or other governmental, regulatory body, administrative, judicial, public or statutory instrumentality, court or governmental tribunal, agency, commission, authority, body or entity, or any political subdivision thereof, other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national body exercising such powers or functions, such as the European Union).

“Hazard”: means a source with a potential to cause Injury, Ill Health and Environmental Event. Hazards can include sources with the potential to cause harm or hazardous situations, or circumstances with the potential for exposure leading to Injury, Ill Health and Environmental Event.

“Hazardous Substances”: means any and all substances now or at any time subject to regulation, control, remediation or otherwise addressed under applicable Law, including Laws relating to the discharge, emission, spill, release, or threatened release into the environment or relating to the disposal (or arranging for the disposal), distribution, manufacture, processing, storage, treatment, transport, or other use of such substances. Hazardous Substances include, but are not limited to, chemicals, constituents, contaminants, pollutants, materials, wastes, any other carcinogenic, corrosive, ignitable, radioactive, reactive, toxic or otherwise hazardous substances or mixtures - whether solids, liquids, gases. Hazardous Substances can cause Injury or Ill Health

“HSE”: means Health, Safety and Environment.

“HSE Requirements”: means documents and/or requirements (relevant to HSE) that complements this HSE Terms and contains project specific HSE obligations, generally included in ENEL Technical Specifications and/or in a document that details Particular Conditions which is an annex to the Contract.

HSE Terms: General Terms and Condition relevant to HSE, as specified in Par.1 of this document.

“Incident”: means an unplanned and undesired event in which an injury or ill health occurred or could have occurred. Furthermore, Incidents are classified as follows:

- o Accident
- o First Aid
- o Near Miss.

“Injury and Ill Health”: means an adverse effect on the physical, mental or cognitive condition of a person. These adverse effects include occupational disease, illness and death. The term “Injury and Ill Health” implies the presence of injury or ill health, either on their own or in combination.

“Interference” or “Work interference”: means a work activity where different subjects (ENEL /Contractors) work at the same Work Site:

- o at the same time, with a direct effect on the surrounding activities,
- o at different times, if the effects of activities performed by the subject working before affect the subject working afterwards.



“Law”: means all legislation, statutes, ordinances, codes, rules, orders, decrees, judgments, injunctions, permits, licences, authorizations of any legally constituted Governmental Authority, as the same may be amended, modified or repealed.

“Minor Accident”: an Accident due to clumsy behaviour in simple acts of the injured person and with slight consequences to the injured person.

“Non Conformity”: means any breach or deviation in fulfilling what established by a Requirement.

“Parties”: means jointly ENEL and Contractor/Subcontractors.

“Personnel”: means any individual performing activities related to the Contract that are under the control of the Contractor or of a Subcontractors regardless of the particular legal arrangement for such activities (i.e. whether employees, individuals working as independent contractors, agents, representatives etc.).

“PPE” means Personal Protective Equipment

“Procurement Portal (Open Suppliers Portal)”: means Web-site section of Enel Group Portal, dedicated to suppliers.

“Relevant Accident”: Accident with severe damage to the injured person and/or with industrial relevance in terms of damage potential. It means all other Accidents different from Minor. Within Relevant Accidents are included **Fatal (FAT ACC)**, **Life Changing (LC ACC)**, **High Potential (HPO ACC)**, and **Other Relevant Accidents (REL ACC)**:

- **Life Changing (LC) Accident**
 - A Relevant accident whose consequences change the life of a person.
 - A Life Changing injury causes a permanent damage which substantially interferes with one’s activities of daily life. Generally, are injuries that result in long-term medical problems, permanent disability, shortened life expectancy, and anything that is life altering for the injured person.
 - For first classification purposes any accident causing damages described in Table 1 shall be classified as *Life Changing*. It should be noted that Table 1 is not exhaustive and that specific evaluations have to be done case by case according to the description provided above.

TABLE 1 – examples of Life Changing damages

Injury	Example of damage
Spinal and back damage	<ul style="list-style-type: none"> ○ Reduction of mobility ○ Permanent reduction of sensitivity
Paralysis	<ul style="list-style-type: none"> ○ Any degree of paralysis
Amputations	<ul style="list-style-type: none"> ○ Limb loss ○ Loss of a hand / foot
Serious burns	<ul style="list-style-type: none"> ○ Second- and third-degree burns with permanent consequences on the normal function of organs or the appearance of the injured person (social impact on the person's life)
Permanent loss or reduction of one of the senses	<ul style="list-style-type: none"> ○ Sight loss/reduction ○ Hearing loss/reduction ○ Other sense loss/reduction
Brain and head injury	<ul style="list-style-type: none"> ○ Permanent cognitive, memory or mobility problems ○ Deformation, or the permanent face scarring
Permanent damages to internal organs	<ul style="list-style-type: none"> ○ Any permanent damages to internal organs

- **Fatal Accident:** A relevant accident that has caused the death of a person².
 - **High Potential Accidents (HPO ACC):** a Relevant Accident whose dynamic could have resulted in a Life Changing Accident or in a Fatal Accident.
- **Other Relevant Accident:** All Relevant accidents not classifiable as Fatal Accidents, Life Changing Accident or High Potential Accidents.

² In case of a causal link between the injured person’s death and the accident, the accident is classified as Fatal even if the death occurs within 180 days from the accident.



A Safety Incident and Safety Observation is classified as High Potential if its dynamic could have resulted in a Life Changing Accidents or in a Fatal accident.

HSE included in Table 2 has to be considered as High Potential. Table 2 is not to be considered either exhaustive or sufficient in itself: a specific assessment shall be made on a case-by-case basis.

o **TABLE 2 – Examples of dynamics for HPO Safety Incidents and Observations**

Typology (type/subtype)	Dynamics descriptions
Fall from Height	Free fall through holes, Fall from ladders, Fall from scaffolding and temporary platforms, Fall from slopes/ditches, Fall from structures, cranes, etc, Fall from high into rivers, lakes, canals etc. with a difference in height of two meters
Falling Objects	Fall of objects (equipment, material, tools or debris) with energy that can cause significant damage to a person, during lifting or movement or other activities and in general falling objects from above (even if no activities are ongoing), on a workplace or adjoining areas. Adjoining areas could include a public path, a road, a square or the courtyard of a home or other building next to a workplace.
Entrapment	Entrapment which may be caused by hand tools, Entrapment caused by mechanisms of machines, Entrapment caused by objects, Entrapment caused by moving mechanisms, Entrapment caused by Heavy-Vehicle use (rollover and unloading). Entrapments may also be caused by detachment of permanent mountings, detachment of walls/slopes, collapse of walls/slopes, collapse of trenches and galleries whose consequence could have been an amputation or worse
Thermal Contacts	Contact with fluids or hot/cold substances or contact with sources of heat/cold or contact with hot/cold projected materials or contact with hot/cold surfaces whose energy that can cause significant damage
Chemical agents	Contact with or exposure to chemical products harmful for type or concentration
Explosion	Exposure to direct effects of explosions.
Electrical	Direct contact, Indirect contact, Electric discharging (inductive/capacitive) and Electric arc
Confined spaces	Accidents/incidents happened in closed areas with low-oxygen atmosphere, with risk of unexpected movements of parts or machinery or flood by fluids, underwater works, flammable atmosphere (fire or explosion) or toxic atmosphere
Ionizing Radiations	Exposition to any type of particle or electromagnetic wave that carries enough energy to ionize or remove electrons from an atom

“Requirement”: means a need or expectation that is stated in the Contract or obligatory by Law.

“Safety Observation”: means a behaviour or situation in relation to which no incident occurred but which could contribute to an Incident.

Safety Observations are classified by dynamic / potential damage in order to effectively targeting improvement actions to enhance occupational safety. According to the above principle, Safety Observations are classified as follows:

- High Potential Safety Observations (HPO SO): A Safety Observation whose dynamic could have resulted in a Life Changing Accident or in a Fatal Accident.
- Other Safety Observations: All Safety Observations not classified as High Potential Safety Observation.

“Safety Near Miss”: means an unplanned work-related Incident that did not result in injury or illness but had the potential to do so . Near Misses are classified by dynamic / potential damage in order to effectively targeting improvement actions to enhance occupational safety.

According to the above principle, Near Misses are classified as follows:

- High Potential Near Misses (HPO NM): a Near Miss whose dynamic could have resulted in a Life Changing Accident or in a Fatal Accident.
- Other Near Misses: All Near Misses not classified as High Potential Near Miss.

“Stop work”: means an event where ENEL “Stop Work” policy, or equivalent policy, has been applied.



“Subcontract”: means a contract with which the Contractor entrusts the execution of contractual services to other parties.

“Subcontractor”: means natural or legal person or groups of the latter with whom the Contractor signs Subcontracts for works and/or services and/or supplies executed in a Work Site.

“SPM Index” means Supplier Performance Management index used by Enel Procurement.

“Supplier Qualification Process”: means Enel procurement process, relies on qualified suppliers for works, goods and services, able to ensure adequate levels of reliability, quality and competency (pertaining to appropriate skills, knowledge and experience).

“Supplier Qualification System”: means the Enel system for selection and evaluation of suppliers aimed to have contractors able to ensure adequate levels of reliability, quality and competency (pertaining to appropriate skills, knowledge and experience).

“Work Site”: means any temporary or permanent site, office, workplace, asset or area where a work, delivery of components, equipment or material or service execution is to be, is being, or has been carried out by Contractor on behalf of ENEL.

“Worker”: see Personnel.

4 LANGUAGE

4.1 The original version of this HSE Terms is in English unless differently provided in the Contract by the Parties. In the case of conflicts among the original version and the translations into other languages, the original version shall prevail.

5 GENERAL OBLIGATION ON OCCUPATIONAL LAW, HEALTH, SAFETY AND ENVIRONMENT

5.1 CONTRACTOR HSE REPRESENTATIONS & WARRANTIES

5.1.1 Contractor represents and warrants that:

- a) the information provided by it to qualify as a supplier to ENEL and to enter into the Contract, 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,
- b) it has in place, or will timely put in place, before commencement of Contract activities, adequate management systems, procedures, and practices and adequately qualified Personnel to ensure that it can fulfil its HSE obligations under the Contract.

5.2 GENERAL HSE OBLIGATIONS

5.2.1 Contractor undertakes to perform its obligations under the Contract in such a manner as to ensure a healthy and safe Work Site for its Personnel, ENEL's Personnel and third parties and avoid damage to the environment, and to this end Contractor shall:

- a) comply with applicable Law in matters of social security or workers compensation insurance, health and safety at work and protection of the environment,
- b) comply with any applicable HSE permits related to the Work,
- c) comply with these HSE Terms, HSE Requirements and other HSE obligations set out in the Contract,
- d) abide by good industry practice, considering, the principles set out in the Policies adopted by ENEL, namely, the “Declaration of Commitment to Health and Safety”, “Stop Work Policy” and “Environmental Policy” applied by ENEL and its Affiliates,
- e) cooperate with ENEL and others (other contractors, authorities, etc.), seeking continuous improvement, to ensure that health, safety and the environment are protected to the maximum extent practicable during the performance of the Contract (e.g. participating in innovative projects on HSE risk prevention and mitigation),
- f) give immediate information to ENEL on any issue regarding HSE that could impact, jeopardize, delay or interfere with the Contract activities.

5.2.2 In the event of a conflict between any of the obligations of Section 5.2.1, Contractor shall perform the Contract in the manner that maximizes protection to health, safety and the environment and may consult ENEL in the event such manner is not immediately apparent.

5.2.3 Notwithstanding ENEL's level of involvement in matters of health, safety and the environment, the Contractor remains liable for any health and/or safety and/or environmental damage caused by its Personnel or its Subcontractors' fault or breach of Contract.



5.2.4 Except as otherwise expressly provided in the Contract, Contractor shall be solely responsible for managing and supervising all Subcontractors and Personnel directly or indirectly employed by it and shall be solely liable for all acts, omissions, liabilities and damages caused by its Subcontractors.

5.3 SPECIFIC HSE OBLIGATIONS

5.3.1 Contractor shall use Personnel employed in accordance with applicable Law and shall put procedures in place to 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 and or by any applicable collective bargaining agreement. For the avoidance of doubt, as stipulated in the Section 3, the term Personnel includes the Personnel of Subcontractors. If the Contractor, in accordance with Contract provisions, uses Subcontractors in the performance of the Contract, the Contractor shall have procedures in place to ensure that any Subcontractor observe the obligations of this Section with respect to the Subcontractors' Personnel.

5.3.2 Contractor shall observe all the health, safety and environmental rules for each Work Site, including emergency plans. To this end, Contractor shall ensure that:

- (i) for Work Sites under Contractor's control and responsibility, it established and communicated adequate health, safety and environmental rules to all persons present at any time at the Work Site and put in place adequate procedures for monitoring and enforcing compliance with such rules by all such persons, or
- (ii) for Work Sites under ENEL or third-party control and responsibility, it obtained, reviewed and communicated to its Personnel the health, safety and environmental rules applicable to such Work Sites, and put in place adequate procedures for monitoring and enforcing compliance with such rules by its Personnel.

5.3.3 Each Party shall ensure that all its Personnel have appropriate personal identification and Party-supplied badges, with photo and appropriate identification data, identifying that the person is Personnel of the Party for purposes of the Contract. All Personnel shall be outfitted with external visible indication of the Party of which the person is Personnel (e.g. logos on uniforms, helmets, etc. or externally affixed badges). Even if entry to the Work Site is controlled by ENEL, the Contractor shall perform its own control to identify its Personnel entering the Work Site.

5.3.4 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 (or helmets in case of bicycle or motorcycle) and drive safely. Any driver shall have any higher qualification required as a result of a risk assessment or required by Law.

5.3.5 At all Work Sites it is forbidden to smoke (except in designated smoking areas) and all Parties shall cooperate to enforce this rule.

5.3.6 At all Work Sites it is forbidden to:

- a) possess or use firearms or ammunition for firearms (except for specifically designated and properly credentialed security personnel),
- b) consume or be under the influence of alcohol, narcotics or illicit psychotropic substances,
- c) consume non-prescribed medication or prescribed medication which may influence the safe undertaking of work,
- d) engage in disturbances such as fighting, illicit destruction of property etc.

At Work Sites under Contractor's control, the Contractor must immediately remove from the Work Site any person found to violate items (a), (b), (c) or (d) of this Section 5.3.6, securing appropriate Law enforcement support, as needed.

At Work Sites under ENEL/third parties control, Contractor shall cooperate to remove its Personnel found to violate items (a), (b), (c) or (d) of this Section 5.3.6.

5.3.7 Contractor, where applicable, shall comply with the 5 Golden Rules regarding electrical risk:

- 1. Carry out the effective shutdown of all voltage sources,
- 2. Secure against re-connection and putting up monitoring signs,
- 3. Verify the absence of voltage,
- 4. Carry out earthing and short-circuiting,
- 5. Mark and demarcate the working area and provide protection against adjacent live parts.



6 HEALTH AND SAFETY PLAN

6.1 REQUIREMENTS

6.1.1 The Contractor shall deliver to ENEL, prior to commencement of Contract activities in any Work Site (and keep updated, for the term of the Contract), specific Health and Safety risk assessment and management plan (“H&S Plan”) on all the activities concerned with Contract performance, identify and implement prevention and protection measures. In case of Contracts applicable to multiple Work Sites, the H&S Plan shall be customized considering the specific Work Site conditions and risks.

6.1.2 The H&S Plan shall be carried out in accordance with local Law, if any, and/or on the basis of Section 6.2, and/or according to ISO 45001 standard (or equivalent standard, in this case ENEL reserves the right to approve the method), in case of conflicting requirements, the one maximizing protection of Health and Safety applies. In the event the Contractor is unable to follow the above mentioned requirements (e.g. because local Law requires a different standard), it must request a determination from ENEL, which will make a determination as to the standard to apply.

6.2 GUIDELINES FOR HEALTH AND SAFETY PLAN

- 6.2.1 To carry out the risk assessment Contractor shall take into consideration, including but not limiting the following conditions and risks:
- o existing Work Site Health and Safety rules (for Work Sites under ENEL or third-party control),
 - o Work Site conditions (including environment aspects and impact on H&S),
 - o Work Site boundaries conditions (including environment aspects and impact on H&S),
 - o works activities normally performed by Contractor, including preparatory activities and commuting/travel,
 - o cooperation with other contractors appointed by ENEL and possible impact/interference on its Contract performance,
 - o works related hazards and risks (one or more) of each activity, including but not limited to:
 - falling from same level,
 - falling from heights,
 - electrical,
 - chemical and/or biological agents (including when contained as part of materials or equipment, e.g. equipment containing asbestos),
 - falling objects,
 - impact with objects,
 - noises and vibration exposure,
 - fire and explosion,
 - thermal contact,
 - traffic/travelling (i.e. travelling through rural and inaccessible areas, conditions of the path for reaching the Work Site..),
 - lack of lighting,
 - material projection,
 - entrapment,
 - ionizing and non-ionizing radiations,
 - confined spaces,
 - landslide and collapse,
 - barotrauma, decompression sickness, gas poisoning (underwater works),
 - cutting,
 - ergonomic conditions (clumsy movement, strains or overexertion),
 - animal aggressions,
 - exposure to extreme weather and effects of sunlight for outdoor workers
 - generic risk: during the execution of any activities, as well as in the preparatory and travelling phases, there are common hazards that could cause incident like impact with objects, cuts, falls, ergonomic (clumsy movement or strains) accidents, as well as animal aggressions, atmospheric (lightning, flooding event...) accidents, heat strokes or other similar incident.
 - interference risks as in work activities where different subjects work at the same Work Site,



- o night shift,
- o lone working

6.2.2 H&S Plans shall also include prevention and protection measures for eliminate or, at least, reducing each or more risks, such as:

- o preventive and/or periodical health surveillance,
- o definition of works activities procedures and/or instruction and/or methods,
- o definition of protective measures, such as collective and personal protection equipment (like proper dress, shoes, aprons and gloves requirements accordingly to risks consequent the activity to execute, etc.).
- o ensure proper Personnel selection/training/qualification for the execution of work activities,
- o emergency plans, including first aid, fire prevention and emergency management,
- o properly manage interference risks,
- o manage and properly dispose of Hazardous Substances that represent a health and safety hazard,
- o strictly regulate the use of communication devices as mobile phones/smartphones/tablets; (e.g. during activities execution, while driving, going up or down stairs, crossing roads and in all the cases that it could create a distraction),
- o report proper signs for highlight eventual temporary risks (e.g. slippery floor),
- o physical delimitation of dangerous areas in order to allow the access only to authorized Personnel,
- o provide panels and signs for evidencing the type of activity carried out and all relevant information,
- o provide the appropriate handrails for stairs and walkways,
- o maintain tidy and clean all working areas,
- o design a correct viability in the Work Sites, avoiding interference between pedestrian and vehicles as well as positioning the needed traffic signs, speed bumps,
- o evaluate weather condition before and during activities execution,
- o protective measures, such as collective and personal protection equipment.

6.2.3 In addition, H&S Plan, or its attached documentation, shall include, where appropriate, the designation of:

- o safety responsible,
- o safety officers, cooperating with the safety responsible,
- o authorized Personnel (access to site, delimited areas, etc..)
- o qualified Personnel for specific works,
- o scaffolding supervisors,
- o operations coordinators for mechanical handling of loads,
- o head of cargo handling operations,
- o supervisors of life-lines,
- o persons in charge of emergency, first aid and fire prevention;
- o any other specific Health and Safety Personnel nominations required by Law or elsewhere in the Contract.

6.2.4 H&S Plan shall include, where appropriate, the authorization/licenses for the use of work Equipment (machinery and equipment),

7 ENVIRONMENTAL PLAN

7.1 REQUIREMENTS

7.1.1 The Contractor shall deliver to ENEL the Environmental Plan relevant to the specific Work Site and activity prior to commencement of Work Sites activities and update or supplement it regularly, as circumstances or the Contract require, or as specifically requested by ENEL, during the during performance of the Contract.

7.1.2 The Environmental Plan shall be carried out in accordance with applicable Law, if any, and/or in accordance with the guidelines set out in Section 7.2, and/or according to ISO 14001 standard (or equivalent standard, in this case ENEL reserves the right to approve the method), in case of conflicting requirements, the one maximizing Environmental protection applies. In the event the Contractor is unable to follow the above mentioned requirements (e.g. because applicable Law requires a different standard), it must request a determination from ENEL, which will make a determination as to the standard to apply.

7.1.3 In case of Contracts applicable to multiple Work Sites, particular focus of the environmental risk assessment shall be provided to the specific activity to be performed. In this case the Environmental Plan must be delivered to ENEL prior to commencing the performance of Work Site activities provided by the Contract and then the Contractor shall implement it for each Work Sites, updating it whenever a new



environmental risk could occur. ENEL group Environmental Policies and ENEL's particular instructions for said Work Site (if any) should also be taken into account in case they require higher duty care than applicable Law.

7.2 GUIDELINES FOR ENVIRONMENTAL PLAN

7.2.1 Contractor shall include and consider in the Environmental Plan the evaluation of the following aspects where applicable to the contractual activity:

- o identification of relevant environmental aspects/impacts, risks,
- o requirements established in the environmental permits and licenses approved by the authority
- o waste management including need of temporary storage,
- o waste water management,
- o fresh water/ sea water management,
- o diffuse emissions mitigation plan,
- o excavated soil and rocks plan, including hydrogeological rearrangement of areas affected by works,
- o noise mitigation plan,
- o detailed plan explaining how the Contractor and its subcontractors shall comply with all environmental requirements for all the environmental aspects (that will be at least: atmospheric emission, waste, soil management, noise, waste water, dust and particles emissions, biodiversity protection etc.) during all the works,
- o environmental emergency management plan,
- o description of the environmental monitoring operations/actions, including planning and frequency,
- o description of reporting to be handed over to authorities,
- o compliance with existing Work Site environmental rules, for Work Sites under ENEL or third-party control.

In addition, if the Appendix 1 for Complex Work is applicable to the Contract, the Environmental Plan, shall include, the designation of the Environmental Coordinator.

8 HSE ORGANIZATION AND RESPONSIBILITY

8.1 For the Contract duration, Contractor shall appoint:

- a) HSE key people: one or more representatives, appointed by the Contractor before commencement of the Contract activities, having a managerial role within the Contractor work organization, with clear HSE roles and responsibilities defined by the Contractor, which will be ENEL's HSE interlocutor during the Contract. In case Contractor's Personnel is not present on the Work Site, the Contractor, in agreement with Subcontractor, may appoint the HSE key people among the Subcontractor's Personnel,
- 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:
 - knowledge of the activity to be carried out and its development within a complex context as well as the hazards this activity can generate towards other activities,
 - ability of leadership and relationship with the other profiles involved,
 - diligence in the management of the activity in compliance with the planning agreed,
 - proactivity and attention in signalling to the coordination profiles any deviation from the planning established which can arise during the activity execution.
- c) HSE reporting focal point: Contractor shall have a Personnel structure with a focal point to comply with Safety and Environmental reporting to ENEL. The HSE reporting focal point may be appointed among the appointed HSE key people
- d) in case of Complex Works, professionals provided within Section 16 and APPENDIX 1 Focus on Complex Works activities.

8.2 ENEL may, motivated by HSE risk increase (e.g.: acceleration, night shifts), request the increase of Personnel to be allocated to HSE activities. Extra cost, if any, shall be agreed by the Parties.

8.3 ENEL reserves the right to verify the qualification, credentials and behaviour of Contractor's HSE Personnel and, in case are found to be inadequate, to communicate to the Contractor the refusal of a specific HSE person. Refusal shall be motivated by ENEL and preceded by discussion with Contractor. Contractor shall make available to ENEL documents proving experience and competences of HSE Personnel, reporting their professional expertise, academic background, credentials, , always in accordance with personal data protection Laws.



9 PROVISIONS CONCERNING FIRST AID, FIRE PREVENTION AND EMERGENCY MANAGEMENT.

- 9.1 The Contractor must comply with provisions of Law and the Contract on the subject of first aid, fire prevention and emergency management.
- 9.2 The Contractor must make all arrangements necessary to ensure and warrant that each Work Site is supplied with:
- o at least one first aid kit, pursuant to the provisions of applicable Law in force and based on Hazardous Substances used and undertaken works;
 - o trained Personnel able to respond and / or manage a foreseeable emergency scenario;
 - o a suitable means of communication to ensure a prompt response of first aid/emergency assistance;
 - o appropriate Equipment, suitable to the specific risks of the activities inherent to the subject matter of the Contract;
 - o firefighting and fire detection equipment, evaluated according fire risk assessment.
- 9.3 All the actions pertaining to first aid and emergency management shall be carried out by the responsible appointed persons of the company involved in the emergency.
- 9.4 For Work Sites under ENEL or third-party control, all Contractors' actions pertaining to first aid, fire prevention and emergency management must be carried out in coordination with the existing Work Site emergency plans.

10 HSE AWARENESS AND COORDINATION

10.1 HSE KICK-OFF MEETING

10.1.1 Before commencement of Contract activities ENEL and the Contractor will held a HSE kick off meeting for coordination of activities and a record of the meeting (minutes of meeting) shall be signed by representatives of both Parties.

10.2 INDUCTION

10.2.1 Contractor shall ensure that all Workers are aware of the risks and restrictions (e.g., concerning areas) existing or that could affect the Work Site, as well as possible emergency plans. Every Worker must attend an induction session (talk, presentation, video, etc..) on HSE, which shall be properly documented. The induction talk shall be updated periodically or when new risks are identified.

10.2.2 If required by Enel, Contractor shall cause its Workers to attend a HSE induction talk on specific risks, with ENEL and HSE key people.

10.2.3 If required by Enel, Contractor shall cause its Workers to attend a HSE induction training (through a webinar, talk or other means) on Stop Work Policy.

10.3 PRE-JOB CHECK

10.3.1 Immediately before the beginning of each specific activity at the Work Site, Contractor shall and shall cause its Subcontractors, by means of their Foremen or other appointed person (with equivalent competences and responsibilities), to carry out a HSE meeting of pre-job check in order to:

- o describe in detail the main phases of work to be undertaken and their associated risks, with a level of detail adequate to the complexity of the activity to be undertaken;
- o draw the attention of the workers to the work phases which are most significant in terms of safety (e.g. where coordination between different activities is necessary, where the use of special equipment is required, etc.) and on associated preventive measures to be adopted in order to prevent accidents;
- o indicate the equipment/tools/vehicles to be used, the necessary collective protective equipment and personal protective equipment, requiring the control of efficiency of the workers before allowing their use;
- o entrust tasks, providing all further required explanations, to qualified workers.
- o ensure that emergency response methods are clear and well known to workers.

10.3.2 The pre-job check shall be repeated whenever a change occurs in the working conditions or new Personnel are assigned to the activities and at least daily in case of activities lasting more days. In this meeting the Foreman, or other responsible person, and the staff shall review all stages of the activity and the related tasks, assess situations with the potential risk to HSE that may occur, and describe the



Equipment and material that they have to use and the behaviours to be adopted in order to prevent Incidents. The pre-job check shall be properly documented and archived.

10.3.3 The pre-job-check shall ensure, also with the support of a specific checklist, that all Workers:

- are informed about the activity to be done and operational procedures;
- understand the risks associated with the specific activity to be done;
- consequently adopt all necessary measures to ensure the activity is carried out safely and protecting the environment.
- know the contents of the Safety and Environmental Plan
- know the operational methods to be followed
- have properly identified and signalled the working area
- adopt all preventive/protective measures and tools (vehicles, tools, etc.) to ensure that the job is conducted in safety; double-check their appropriateness and readiness
- have set up appropriate communication methods among the team members and, if necessary, temporary supervision responsibility when the team has to split in more sub-teams which cannot be directly supervised by the foreman
- have set up appropriate measures to be able to react in case of emergencies and to mitigate adverse effects on workers and public
- know that they have to inform immediately the foreman about any danger or deficiencies in the machineries/vehicles/personal or collective protective equipment applying the Stop work policy.

At the end of the operational activities, the foreman shall organize a short meeting with the team for a safety review of the job done, called "Post-Job Review". The just-completed job is re-examined, highlighting safety issues and defining together the improvement actions to be signalled to the line managers in order to enhance safety standards during work execution and to disseminate generic lesson learnt.

The foreman shall fill a Pre-Job Check and a Post Job Review Summary Report, in which the main minimum points to be focused are reported in Appendix 4.

11 VEHICLES, MACHINERY, EQUIPMENT, TOOLS AND MATERIALS

11.1 Contractor shall:

- supply all vehicles, machinery, Equipment tools and materials, required for the appropriate safe and high quality execution of scope of Contract,
- utilize vehicles, machinery, Equipment, tools and materials compliant with applicable Laws and best practice standards set forth in applicable regulations,
- in addition to the requirements from Section 17.2, make available (and forward, if required) to ENEL, before the commencement of each activity at the Work Site, all information related to the vehicles, machinery, Equipment and materials it is going to use in the performance of the specific activity. ENEL reserves the right to validate this information before authorize the activity execution. Additionally ENEL may require a relevant declaration signed by the Contractor,
- abstain from using vehicles, machinery, Equipment, tools and materials owned by ENEL without prior written authorization.

11.2 Contractor shall ensure that all vehicles, machinery, Equipment and tools (including protective material covers, insulation, and others) shall be regularly maintained in order to withstand deterioration. In addition, they must be equipped with all the elements that ensure their safe use (lights, alarms, rear-view mirrors, protective guards, etc.). The use of vehicles, machinery, Equipment and tools without the protective devices is prohibited.

11.3 Contractor's vehicles, machinery, Equipment and tools shall only be used by authorized Personnel. When required by the Contract or applicable Law, Contractor shall authorize only trained and/or qualified personnel, which shall own certification for the use or driving license/permission.

11.4 ENEL shall preventively authorize Contractor and Subcontractor vehicles and machinery entering Work Site for the execution of Contract activities. All vehicles and machinery used in the Work Site shall have inside an identification number and the Contractor or Subcontractor company Logo.

11.5 ENEL reserves the right to inspect all the elements and relevant documentation described in this subsection, before and during the use of machinery, vehicles, Equipment and tools in order to verify their compliance with the applicable Law, standards, and HSE Requirements, as well as the Contract provisions. In the case that during the inspection ENEL verifies they are not compliant, the Contractor shall immediately stop and/or remove them from the Work Site.



12 HAZARDOUS SUBSTANCES

12.1 The Contractor shall supply and use (if provided in the Contract) Hazardous Substances properly packaged and labelled so that the product contained and the risks for the Personnel and the environment are clearly identified.

12.2 Packaging and labelling shall provide information for safe unloading, storage and handling. Corresponding Material Safety Data Sheets (MSDS) shall accompany all Hazardous Substances. MSDS, provided in local language, shall include the expected uses, limitation or prescription related to their storage (if any), measures for risk mitigation and disposal instruction, in accordance with Law.

12.3 Contractor shall maintain an updated inventory of all material safety data sheets for Hazardous Substances (including a file of the MSDS) used in connection with performance of the Work or at or near the Work Site or at any construction area related to the Work and shall update such file, at least monthly (with the exception of temporary and mobile Work Site, for which the update is requested only whenever a new Hazardous Substance is introduced into the Work Site), and make it available on Work Site in accordance with applicable Laws. The MSDS shall be easily accessible by the Workers. Contractor shall record in the inventory quantities, location of storage, use and final disposal of such Hazardous Substance.

12.4 Contractor shall minimize the use of Hazardous Substances and shall conduct its activities and causes its Subcontractors to conduct their activities in a manner designated to prevent pollution of the environment or any other release of any Hazardous Substance. The Contractor shall provide evidence of the absence of oils containing PCBs and the absence of CFCs, HCFCs, halons, substances with trade restrictions, in the supplied equipment. Moreover the Contractor must avoid the use of asbestos in the supplied materials/equipment and in any used PPE and tool.

12.5 Unless otherwise provided in the Contract, Contractor shall be responsible for the management of and proper disposal (within the timeframe set forth in the Contract) of all Hazardous Substances brought onto or generated at the Work Site by it or its Subcontractors, if any. The Contractor shall cause all such Hazardous Substances brought onto or generated at the Work Site by it or its Subcontractors, if any, (A) to be transported only by carriers maintaining valid permits and operating in compliance with such permits and Laws regarding Hazardous Substances (i.e. European Agreement Concerning the International Carriage of Dangerous Goods by Road -. ADR regulations, if applicable) pursuant to the manifest and shipping documents identifying, to the extent allowed by applicable Law, only the Contractor as the producer of waste or person who arranged for waste disposal, and (B) to be treated and disposed of only at treatment, storage and disposal facilities maintaining valid permits operating in compliance with such permits and laws regarding Hazardous Substances, from which, to the best of the Contractor's knowledge, there has been and will be no release of Hazardous Substances.

12.6 Contractor shall submit in advance to ENEL a list of all Hazardous Substances to be brought onto or generated at the Work Site. ENEL reserves the right to approve or decline such Hazardous Substances. In case of decline, the Contractor and Subcontractors are forbidden to use such Hazardous Substances. The Contractor shall keep ENEL informed as to the status of all Hazardous Materials on the Work Site and their disposal from the Work Site.

12.7 If the Contractor or any of its Subcontractors releases any Hazardous Substances on, at, or from the Work Site, or becomes aware of any storage, release or disposal of Hazardous Substances on, at, or from the Work Site the Contractor shall immediately notify ENEL in writing. If the Contractor's work involved the area where such release occurred, the Contractor shall immediately stop any Work affecting the area. The Contractor shall, at its sole cost and expense, diligently proceed to take all necessary or desirable remedial action to clean up fully the contamination caused by (A) any negligent release by the Contractor or any of its Subcontractors of Hazardous Substances, and (B) any Hazardous Substance that was brought onto or generated at the Work Site by the Contractor or any of its Subcontractors or suppliers, whether on or off the Work Site.

12.8 If Contractor discovers any Pre-Existing Hazardous Material that has been stored, released or disposed of at the Project Work Site, Contractor shall immediately notify ENEL in writing. If Contractor's Work involves the area where such a discovery was made, Contractor shall immediately stop any Work affecting the area and adopt the measures in order to ensure a safe Work Site. . Contractor will not thereafter resume performance of the Work in the affected area except with the prior written permission of ENEL.

13 PROTECTION OF THE ENVIRONMENT

13.1 MATERIALS AND/OR EQUIPMENT.

13.1.1 The Contractor undertakes to provide, wherever it is possible and under similar purchasing conditions, Equipment or materials with eco-label and those with greater energy efficiencies, with a longer service life involving lower costs and less likelihood of waste being generated due to shelf life expiry and lower final disposal costs. The equipment and materials provided by the Contractor shall protect the environmental quality.



13.1.2 The Contractor shall ensure that the elements used in material and Equipment are not chemically unstable.

13.1.3 The Contractor will comply with any provision regarding transportation, management and storage of products/materials, as well as management, recovery or disposal of waste according to applicable Law, providing under ENEL's request a copy of any documents and authorization.

13.1.4 The Contractor undertakes to reuse materials and Equipment that are suitable to be used for the same purpose for which they were conceived, without any treatment. Where this is not possible, the Contractor undertakes to manage the recycle/recovery (first priority) or disposal of the resulting waste ensuring the compliance with Law and obtaining all the required authorizations. The Contractor shall also provide ENEL with copy of documentation required by Law and/or requested in the Contract.

13.1.5 The Contractor undertakes to manage the supplied packaging and empty containers, in accordance with applicable Law. Also, the Contractor will be obligated to the withdrawal of the packaging used for transportation in the conditions and terms established in the Contract and Law, or, if these details are not indicated, the Contractor shall remove the packaging from previous deliveries when making subsequent ones and/or when ENEL so requests. The Contractor shall communicate, before the start of the activities, an estimation of the foreseen quantities of generated waste, as well as the integral management of the same that will develop.

13.1.6 In case of supply of EEE, batteries, packaging or other products subject to specific HSE regulations, Contractor shall give evidence of all fulfilments required by local law. In particular, in the event the Contract calls for the supply of "EEE" or batteries, the Supplier shall comply with local Law, also in relation to the end-of-life management, including (if applicable):

- o demonstrate to have adhered to an end-of-life recycling collective system recognized and valid for the Country where the EEE or batteries will be installed;
- o demonstrate to be registered to the National Register of EEE or batteries Producers of the Country where the equipment will be installed;
- o mark the EEE with appropriate symbol (in accordance with local standard).

13.1.7 In case of a Country without specific Law about Electric and Electronic Equipment recovery system, ENEL in agreement with the Supplier manufacturer will evaluate how to proceed case by case.

13.2 WORKS AND/OR SERVICES.

13.2.1 The Contractor must:

- o follow the Environmental Plan, if required;
- o provide to ENEL the environmental performance data (e.g.: fuel consumption, waste), if required;
- o provide relevant information on the activities covered by the Contract, to contribute to ENEL's calculation of the carbon footprint, circular economy index or any other indexes related to the Environmental Management System, if required in consideration of the activities' relevance . Similarly, the information on the carbon footprint of activities could be assessed by the Subcontractor.

13.2.2 The Contractor must inform ENEL within a maximum of 24 hours, about any changes, withdrawal or updates concerning authorizations and/or permits, providing a copy of the new documents issued by authorities.

13.2.3 The Contractor undertakes to verify that their Personnel know, understand and execute all requirements and regulations relating to environmental protection, applicable to perform the Contract, as well as ENEL's environmental policy and the applicable internal procedures (the list of applicable procedures will be included in the contractual documentation).

13.2.4 The Contractor guarantees, providing evidences - if required, that the Personnel that will perform the Contract, has or receives adequate theoretical and practical training, with reference to the Contract activities and Work Sites. . Training will include the obligations arising from the Environmental Management System, where applicable.

13.2.5 Unless otherwise provided in the Contract, the Contractor shall:

- o leave clean and free of debris the work area once completed the execution of the Contract, removing all debris, containers, packaging, garbage, junk, and all kinds of waste generated, there remain, being responsibility of the Contractor, the collection, transport and authorized management thereof;
- o take appropriate measures to preserve biodiversity on site and prohibit its employees from carrying out hunting and fishing activities in the Work Site;
- o cut vegetation at the minimum possible and only when it is absolutely necessary; it is mandatory the Contractor has the corresponding permits (licenses) from the authorities and ENEL's authorization. The Contractor must present the information



about cutting to ENEL prior to start said activity. ENEL shall agree with the Contractor the advance period for the delivery of this information;

- o store hazardous waste, providing to separate incompatible chemicals and avoiding the mixture between hazardous and not hazardous waste, in accordance to applicable regulation and ENEL's requirements;
- o dispose all wastes originating from Contractor work activities to authorized sites only, in compliance with the applicable regulations;
- o clear signalling areas and waste with significant environmental potential impact;
- o comply with specific Country's waste management requirements reported in APPENDIX 2 Waste management;
- o prevent emissions of dust or other substances in the transport of materials and any other activity likely to generate dust or other substances;
- o prevent emission of noise and vibration during the execution of the works;
- o properly segregate each residue/waste separately, by placing, in the place of performance of the Contract, a sufficient number of containers, closed, marked and in good condition, in order to prevent uncontrolled spills, leakages or emissions that could impact the environment;
- o Manage soil and rocks from excavation in accordance to applicable regulation and ENEL's requirements;
- o Minimize water consumption;
- o Prevent events that may generate soil erosion.

13.2.6 The Contractor shall be provided, when handling and storing oil-containing equipment, with proper containment/absorbent materials in order to immediately mitigate dangerous substances spills. In particular, in case of handling or works with generators, transformers, hydraulic drives system, the Contractor shall be provided with a proper emergency spill kit (absorbent material with total absorption capacity adequate for the oil-containing equipment, cylindrical barriers/sorbent socks enough to isolate the spill, disposal bags/bins, PPEs, ...).

13.2.7 Concerning greenhouse gases and ozone-depleting substances, all the relevant works at the Work Site (e.g. installation or maintenance of SF6 containing equipment, etc.) must be carried out by suitably trained Personnel and, in the Countries where is foreseen:

- o Workers shall be provided with the relevant certification.
- o The Contractor shall be certified and registered to the portal/database foreseen by local Law and register all requested data by local Law.

All practicable precautionary measures must be taken to avoid and minimize leaks and emissions into the atmosphere. Furthermore, any emissions into the atmosphere must be monitored and registered.

14 REPORTING

14.1 SAFETY ACCIDENT/INCIDENT REPORTING AND MANAGEMENT

14.1.1 Contractor shall notify Incidents and Safety Observations related to the performance of the Contract, regardless of the person affected (whether Personnel of the Contractor, ENEL or third-parties), as follows:

- a) report on health and safety matters occurring during the performance of the Contract to Government Authorities in accordance with the applicable Law, such communication (for coordination and mitigation purposes) should be, if at all possible, after communication to ENEL,
- b) immediately communicate to ENEL any Accident or Stop Work (at least by phone),
- c) within 6 hours of occurrence, unless otherwise provided in the Contract (24 in case of Minor Accidents): notify ENEL of any Relevant or Minor Accidents or High Potential Incidents that occurred during the performance of the Contract, by written notice, including a detailed description of the event, all the available preliminary information, available medical prognoses, copies of any report filed with Governmental Authorities,
- d) within 3 calendar days from the occurrence, notify ENEL of any Safety Near Miss, Safety Observation or Stop Work that occurred during the course of performance of the scope of Contract, by written notice reporting corrective/preventive measures adopted.

14.1.2 Contractor must keep record of events and statistics about Safety, related to the performance of the Contract.

14.1.3 In case of Relevant Accidents meaning Fatal Accidents, Life Changing Accidents and High Potential Accidents occurred during the performance of the Contract, Contractor shall deeply analyse the event and:

- a) within 3 calendar days from the occurrence, transmit to ENEL, a preliminary report of the analysis,



b) within 7 calendar days from the occurrence, transmit to ENEL the relevant report recording the detailed causes of the Accident and the corrective/preventive measures adopted.

14.1.4 In case of High Potential Incident occurred during the performance of the Contract, Contractor shall deeply analyse the event and:

- a) within 3 calendar days from ENEL's notice to the Contractor that an Incident was classified as a High Potential, transmit to ENEL, a preliminary report of the analysis,
- b) within 7 calendar days from the occurrence, transmit to ENEL the relevant report recording the detailed causes of the Incident and the corrective/preventive measures adopted.

14.1.5 In the instance ENEL directs its own investigation into an Accident, by means a dedicated group of analysis, the Contractor must provide maximum cooperation, providing quick and diligent efforts of any information that may be requested.

14.2 ENVIRONMENTAL EVENTS REPORTING AND MANAGEMENT

14.2.1 The Contractor must immediately, as soon as detected, inform by phone call ENEL's representative on any Environmental Event that occurs during the execution of the Contract. In case of event/material damages that implies the obligation of reporting to the authorities, ENEL shall be informed at the same time as (not later) the communication to the authorities.

14.2.2 Moreover the Contractor is obliged to submit a written report of the event including its causes and the measures taken for the management and resolution of the event, within 24 hours.

14.2.3 In case of an Environmental Near Miss, the Contractor shall notify ENEL by written notice within 3 days. Should an Environmental Event occur, whatever it may be, the Contractor must immediately intervene to apply all possible techniques to mitigate the damages. If ENEL requests the Contractor to follow specific instructions in order to manage the environmental event, the Contractor shall comply with the received instruction.

14.2.4 The Contractor must immediately (no later than 48 hours) inform ENEL, about any evidence related to access, checks and inspections carried out by any Government Authority in the Work Site and the actions carried out or planned in agreement with the authorities aimed at restoring legal compliance.

14.3 HSE NON-CONFORMITY REPORT

14.3.1 Contractor shall track in an "HSE Non Conformity Report" all Non Conformities detected during inspections (by HSE Contractor's Personnel or by ENEL Personnel) and the corrective action taken.

15 SUBCONTRACTORS

15.1 GENERAL HSE OBLIGATIONS FOR SUBCONTRACTING

15.1.1 The Contractor shall cause its Subcontractors to perform the activities in accordance with the Contract, the applicable H&S Plan and Environmental Plan.

15.1.2 The Contractor shall pay the safety costs³ related to the subcontracted activities to the Subcontractor without any reduction.

15.1.3 Respecting the principle that all activities defined in the Contract must be performed by the Contractor or his subcontractors, the Contractor is obliged to notify and coordinate with Enel of any cases of ancillary activities to be performed by third parties other than his subcontractors.

15.2 SUBCONTRACTOR SELECTION

15.2.1 Contractor shall guarantee a proper Subcontractor selection checking that Subcontractor meets both applicable Law, as well as the selection requirements imposed by ENEL to its suppliers.

³ Including cost for the measures adopted to eliminate, or if not possible, to reduce health, safety and environment risks caused by several works activities which interfere with each other.



15.2.2 Contractor shall verify that Subcontractors HSE performance index (Frequency Rate, fatal events, or other performance index specified in the Procurement Portal) are similar to the ones declared by Contractor to ENEL during the relevant Supplier Qualification Process.

15.2.3 In the event that the HSE performance indexes of the selected Subcontractors are higher than the ones declared by Contractor, Contractor shall provide to ENEL a detailed improvement plan, agreed and signed by Contractor and Subcontractor, where are addressed the various actions that will be adopted during the works execution in order to ensure a proper HSE performance.

15.2.4 The selection of a Subcontractor already qualified by ENEL should be a preferred option.

15.2.5 Contractor shall submit to ENEL, for the necessary checks finalized to subcontracting authorization, relevant selection documentation. In particular the Contractor shall provide to ENEL, under his own responsibility, a selection report including both the qualification criteria as well as relevant evidences proving that the Subcontractor meets HSE selection requirements.

15.2.6 Contractor shall provide to ENEL all the documentation relevant to the Subcontractor selection at least 30 calendar days before the execution of the contractual agreement between the Contractor and its Subcontractor. Once received the subcontracting documentation, ENEL reserves 30 calendars days for necessary verifications and Subcontractor authorization; in this period the Subcontractor shall not enter Work Sites or perform contractual activities.

15.2.7 As an example, the following documents shall be provided:

- H&S and Environmental Policy (if available);
- HSE plan (if required)
- typical HSE risks assessment;
- safety procedures that clearly regulate the activities execution;
- internal HSE organization with HSE representatives appointed with clear roles and responsibilities;
- H&S procedures referring to:
 - H&S training for all personnel;
 - personal protective equipment (PPE);
 - safety inspections execution;
 - accident analysis and implementation of corrective action plans;
- copy of the accidents record (or similar document certified by the national institute for work accidents, if any);
- figures relevant to work accidents occurred in the last 3 years and for every year (i.e. frequency rate, etc.);
- any certification according to the standard ISO 45001 (or equivalent) and ISO 14001 (or equivalent).

15.2.8 Before granting authorization to subcontract, ENEL will have the right to carry out further checks on the Subcontractor requirements compliance, unless explicitly in conflict with Law.

15.2.9 The Contractor shall apply the same selection process in the event that further subcontracting is agreed within the scope of the same contract.

15.2.10 The Contractor shall also keep the relative Subcontractor documentation for at least 6 months after the Contract expiration, in order to permit ENEL to carry out checks or send such documentation to ENEL, where required by Enel or by Law.

15.3 SUBCONTRACTOR MANAGEMENT

15.3.1 For the entire Contract duration, the Contractor must provide to ENEL documentation relevant to the activities performed by its Subcontractor and its compliance with the applicable HSE Law, these HSE Terms, the Contract and HSE Requirements.

15.3.2 Subcontractors HSE documents must be kept where the activities of the Contract are performed, or for the purposes of their application, or to be produced on request.

15.3.3 The HSE clauses of the Subcontractor's Contract shall be available to ENEL's Unit in charge of manage the Contract in case ENEL requires it in a complete and signed copy. Prior to said disclosure Contractor shall either provide to ENEL a waiver of the confidentiality signed by Subcontractor or a representation confirming that such information is not protected by confidentiality.

15.3.4 Invoices related to HSE activities issued by Subcontractor shall be available to ENEL's Unit in charge of managing the Contract in case ENEL requires them in a complete copy. On monthly basis ENEL shall receive a copy of a confirmation letter issued to Contractor by the Subcontractor that all invoices related to HSE activities issued by Subcontractor have been paid.



16 SPECIAL REQUIREMENTS FOR COMPLEX WORKS

16.1 In case of Complex Works, 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 other contractors to minimize the interference risks.

16.2 During a Complex Work activity, Contractor shall consider the risks associated with the performance of the Contract and the work planning, organization and coordination and the prevention and protection measures to be established so that the interference risks do not affect other activities which are characterized by their own specific risks and carried out at the same Work Site.

16.3 Contractor has to take part in the coordination (or at least cooperation, depending on the Contract provisions), also taking into account the requirements of applicable Law.

16.4 APPENDIX 1 Focus on Complex Works activities reports requirements and indications about the specific issue.

17 DOCUMENTATION AND INFORMATION TO BE PROVIDED BY THE CONTRACTOR

17.1 LEGAL EMPLOYMENT AND HSE DOCUMENTATION

17.1.1 Contractor shall provide the information and documentation, required by ENEL, necessary to verify the correct fulfilment by the Contractor of those legal obligations from which any liability could arise towards ENEL. The list of document requested by ENEL is summarized below and is not exhaustive.

17.1.2 Parties agree to modify, during the performance of the Contract, the list of documents in the event of change in Law or change of ENEL HSE policies (extra cost, if any, shall be motivated by Contractor and agreed by the Parties). In such case, Contractor shall forward to ENEL the new list within the agreed deadline.

17.2 DOCUMENTATION TO BE PROVIDED OR MADE AVAILABLE BY THE CONTRACTOR BEFORE THE START OF CONTRACT ACTIVITIES

17.2.1 At least three weeks before the start of each activity and considering all Personnel (Contractor, Subcontractors or self-employed), the Contractor shall, for that specific activity:

- a) provide the list of Personnel that will participate in the execution of contractual activities, indicating for each of them: Names and surname; No. affiliation to Social Security or equivalent (if the communication of this data is compliant with applicable Law); Work Site where they will serve; occupational category or job position; where appropriate, whether the worker is subject to particularly dangerous risks.
- b) This document will be updated and provided ENEL whenever an incorporation or dismissal assigned to the implementation of the contract works occurs as well as in case of additions of new Personnel (whether or not newly recruited) occur,
- c) inform of all Personnel that will be in the worksite for any reasons not strictly related to contractual activities, ensuring that such personnel shall observe safety standards of the worksite and limits for restricted areas;
- d) make available the H&S Plan,
- e) provide the Environmental Plan,
- f) provide the documentation related to Complex Works,
- g) make available (or provide a soft copy if required) an HSE file, containing at least:
 - evidences of specific theoretical and practical training (individual certifications) according to the activities assigned to the Personnel,
 - Medical fit for duty certificate (unless differently provided by applicable data protection law),
 - evidence of delivery and reception that Workers have received personal protective equipment (PPE), corresponding as provided in the H&S Plan. Document has to include list of PPE delivered to the worker,
 - Contractor statement assuring that all equipment, tools and personal or collective equipment that will be used in performance of the Contract comply with the H&S Plan and Environmental Plan and that they have the corresponding CE declaration of conformity or equivalent required by applicable Law in other country out of Europe,



- h) provide the list of authorized vehicles and machineries that Contractor will use in the performance of the Contract. Whenever Contractor intends to use a vehicle or machinery not included in the list, Contractor shall update and provide to ENEL the document in advance,
- i) provide, on request, all documentation showing the compliance with:
 - applicable HSE Law on, including – but not limited to – obtaining permits and respect of the limits therein described, if any,
 - H&S Plan and Environmental Plan.

17.2.2 The Contractor is obliged to have archived a file containing all this information stated in 17.2.1, in case of worker documentation a file for each of their Personnel. The mentioned documentation is subject to review and verification by ENEL before the beginning of the activities activity and at any time. Also, if required to do so, the Contractor has to put this documentation available to ENEL no later than forty-eight (48) hours.

17.2.3 Contractor must keep updated the mentioned documentation during the performance of the Contract and provide ENEL with any updates.

17.3 DOCUMENTATION TO BE PROVIDED BY THE CONTRACTOR DURING THE PERFORMANCE OF THE CONTRACT

17.3.1 The Contractor shall keep an updated daily Personnel list of the entire staff employed by the Contractor or its subcontractors at the Work Site and of the vehicles that enter in the Work Site (Personnel log/Vehicles log). Contractor shall submit these logs to ENEL on a monthly basis, or earlier in case a change of the Personnel involved in the contractual activities occurs.

17.3.2 The Contractor shall provide, on request, all documentation showing the compliance with applicable HSE Law, including – but not limited to – obtaining permits and respect of the limits therein described, if any.

17.3.3 The Contractor shall prove to have procedures that allows the fulfilment of the requested requirements and the continuous compliance with the applicable Law.

17.4 INFORMATION ON SAFETY

17.4.1 The Contractor shall provide:

- a) within the first 5 days of each month the number of hours worked by the Contractor and its Subcontractors Personnel in the Contracts (total, by Contract, by Work Site and employee) in the previous month,
- b) number of employees of the Contractor and its subcontractors classified by gender (male/female) to the extent this information is relevant for logistic purposes (e.g.: as installation of certain numbers of toilets and showers, if any), who perform their activity in Contracts,
- c) days worked by the staff of the Contractor and its Subcontractors (estimated equivalent to full-time working days -FTE-) involved in Contracts to include in its order: 1) construction activities; 2) exploitation; and 3) maintenance; 4) other.

18 INSPECTION AND MONITORING

18.1 ENEL has the right to carry out inspections or audit to check and verify compliance with the Contract – including, in particular, compliance with HSE obligations - and Contractor shall timely cooperate. ENEL's personnel and/or third parties authorized by ENEL shall have access at any time the Work Sites, Contractor's premises, warehouses or storage areas to carry out the above-mentioned checks and verifications. The inspection can also be intended as a virtual one, made with remote connection (web meeting, video call, etc.). The Contractor's Foreman has to ensure the connection with ENEL's personnel.

18.2 In particular, ENEL shall have the right to check the personal identification of Personnel (required by Section 5.3) at any time.

18.3 ENEL reserves the right to monitor the proper management of waste and of the other environmental aspects done by the Contractor.

18.4 ENEL reserves the right to verify the HSE compliance of Contract activities, to require the Contractor to record personnel presence, as well as video recording or photo recording of its Workers during the contractual activities in accordance with applicable Law on personal data protection and to the extent allowed by the intellectual property provisions in the Contract. In this case, Contractor will also cooperate with ENEL in order to define technological requirements, Workers training and relevant procedures and instruction.

18.5 For Contracts for services like restoration, cleaning, recreational room, security services etc. ENEL may provide a service satisfaction survey for collecting the feedback from the service users about HSE aspects. The Contractor, in agreement with ENEL, shall consider the results and implement improving actions.



18.6 The inspections carried out by ENEL or authorized third parties do not imply approval from ENEL or a waiver to Contractor, with regard to the HSE compliance issues, of obligations and responsibilities connected to the proper performance of the Contract. The Contractor, as a preventive action, shall perform its own inspection of the activities in order to detect any non-compliant situation and then implement the necessary corrective actions.

18.7 If, during the inspections carried out by ENEL, non-conformity by the Contractor or by his Subcontractor is found, ENEL will notify the Contractor accordingly. The Contractor shall, within 5 business days, provide the clarification on the causes and/or the reasons which led to non-conformity and propose the necessary remedy measures (which shall be implemented within 3 weeks from acceptance of ENEL, unless a shorter period is required by ENEL), without entitlement to any schedule relief.

18.8 Whenever possible the detected non-conformity shall be immediately solved by Contractor and reported as solved in the HSE Non Conformity Report. In more complicated cases a time to implement a solution will be promptly agreed with Contractor and duly reported on the same Report.

18.9 In the cases where the failure to meet the requirements of HSE involves, in ENEL'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, ENEL may require the stop work until the problem is solved and ENEL considers safety and environmental standards have been restored to mitigate the risk. Subsequently ENEL requires to implement a remediation plan with execution timing to be agreed with ENEL.

18.10 For each non-conformity, the Contractor shall carry out a non-conformity analysis to track the recurrence of such non-conformity and assess the effectiveness of remedial actions taken. If the analysis demonstrates the ineffectiveness of the planned remedial action, the Contractor shall organize a different and more effective preventive action. Contractor shall present and agree with ENEL this improved corrective action.

18.11 Any violation/non-conformity detected as a result of controls and verifications are recorded by ENEL, with allocation of sanctions related to the severity of the violations/non-conformities identified, resulting in an eventual downgrade of the Supplier Performance Management (SPM) index.

18.12 The downgrade thresholds of SPM Index or the ascertainment of a number of HSE failures, may entail the adoption of the Contractor suspension provision from the invitations to tenders for a period that will be defined by ENEL, at its sole discretion.

18.13 In any case ENEL may call the Contractor or its HSE key people for a periodical meeting in order to discuss the status of Non Conformities found (by Contractor itself or following a ENEL's inspection) and the related Corrective Measures.

19 CONSEQUENCES OF BREACHES REGARDING HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

19.1 REMEDIES FOR VIOLATIONS OF THE RULES REGARDING HEALTH AND SAFETY PROTECTION

19.1.1 In the event Contractor breaches an obligation, provided by Law or by the Contract, on Health and Safety protection, the Contractor shall indemnify ENEL for, and hold ENEL harmless for, any loss or expense that ENEL may sustain or incur as a consequence of:

- a) any Accident; and/or
- b) any claim or suit brought by the individuals or entities affected by the Accidents; and/or,
- c) any fine, penalty or sanction imposed by an authority to ENEL by reason of the Incident.

19.1.2 In the event Contractor breaches an obligation on Health and Safety protection, ENEL, at its sole discretion, and to the extent not contrary to the applicable Law, may:

- a) require the Contractor to implement a timely remediation plan to reinforce HS measures (e.g. specific training courses) related to the HSE prevention and protection deficiencies identified, and/or
- b) suspend partially or totally Contract performance or a certain activity (depending on the H&S breach), for a number of days which correspond to the seriousness of the violation – or until the verification of any adjustments or corrective actions taken to address the violation - without this giving the Contractor any right to extend the deadline for completion of the works or payment or compensation of any kind, and/or
- c) in case of a breach or whenever the worker behaviour represents a risk for his/her own integrity or third parties, require his/her immediate removal from Work Site and his/her replacement, and/or



- d) apply the sanctions set out in Section 19.3⁴, and/or
- e) suspend payment of sums due to the Contractor, to the extent of 10% of the amounts accrued at the time of the HS breach, until the Contractor implements the remedy measures, and/or
- f) in the event of Fatal/Life Changing/High Potential Accident or High Potential Incident, suspend the Contractor and/or its Subcontractors and/or Contractor's Affiliates from Supplier Qualification System, and/or
- g) terminate the Contract according to Section 19.5.

19.2 REMEDIES FOR VIOLATIONS OF THE RULES REGARDING ENVIRONMENTAL PROTECTION

19.2.1 In the event Contractor breaches an obligation, as provided by Law or by the Contract, on Environmental protection, the Contractor shall indemnify ENEL for, and hold ENEL harmless for, any loss or expense that ENEL may sustain or incur as a consequence of:

- a) any Environmental Event, and/or
- b) any claim or suit brought by the individuals or entities affected by the Environmental Event, and/or, any fine, penalty or sanction imposed by an authority to ENEL by reason of the Environmental Event.

19.2.2 In the event Contractor breaches an obligation, as provided by Law or by the Contract, on Environmental protection, ENEL, at its sole discretion, and to the extent not contrary to the applicable Law, may:

- a) require the Contractor to implement a timely remediation plan to reinforce corrective measures related to the Environmental prevention and protection deficiencies identified, and/or
- b) suspend, for a number of days which correspond to the seriousness of the violation - or until the verification of any adjustments or corrective actions taken to address the violation - the execution of any contractual works or a certain activity (depending on the Environmental breach) without this giving the Contractor any right to extend the deadline for completion of the works or payment or compensation of any kind, and/or
- c) require the Contractor ensures its employees – who were responsible for the violation – attend up to 16 hours of additional training regarding environment. The Personnel responsible for these violations shall be readmitted on site only after attending the prescribed specific training courses, and/or
- d) apply the sanctions set out in Section 19.3⁵, and/or
- e) suspend payment of sums due to the Contractor, to the extent of 10% of the amounts accrued at the time of environmental violation, until the Contractor implements the changes to its environment management system as required by ENEL, and/or
- f) suspend the Contractor and/or its Subcontractors and/or Contractor's Affiliates from Supplier Qualification System, and/or terminate the Contract according to Section 19.5.

19.3 CLASSIFICATION OF HEALTH AND SAFETY BREACHES

19.3.1 Without prejudice to its right to terminate the Contract, as provided in Section 19.5 of these Terms and without prejudice to its right to claim further damages, ENEL also has the right to apply, by notifying the Contractor by registered letter with proof of receipt (or similar instrument of communication with proof of receipt), the sanctions listed and quantified in APPENDIX 3 Sanctions for HSE violations” relevant the specific Country.

19.3.2 If the breaches cause any Accident or High Potential Incident, as is reasonably in whatever way is ascertained by ENEL, that the Contractor or Subcontractor holds clear accountability on Health and Safety breach, ENEL reserves the right to apply - depending on the severity of the violation and/or injury and/or damage to persons - a sanction of up to 2% of the total (or maximum) contract value and in any case not less than the amount defined for “VERY SEVERE (II)” breaches.⁶

19.3.3 The amounts resulting from the application of sanctions shall be allocated, accordingly to specific ENEL's Country agreement (e.g. for improvement projects and programs dedicated to Health and Safety) and local legislation.

⁴ The sanctions are not applicable for the following Countries: U.S.A, Canada, Australia

⁵ The sanctions are not applicable for the following Countries: U.S.A, Canada, Australia

⁶ Clause 19.3.2 does not apply to Contracts executed in USA, Canada and Australia



LIST OF SEVERE, VERY SEVERE AND EXTREMELY SEVERE SAFETY BREACHES

LIST OF SEVERE, VERY SEVERE AND EXTREMELY SEVERE BREACHES OF H&S ADMINISTRATIVE OBLIGATIONS

CATEGORY	BREACH	SEVERITY
Event reporting	Failure to transmit to ENEL (within 6 hours) any communication concerning Relevant Accidents and High Potential Incident at work.	III
	Failure to notify to ENEL (within 24 hours) Minor Accidents at work ⁷ .	II
	Failure to submit a written notice of any Safety Near Miss, within 3 calendar days.	I
General Provisions	Failure to participate at coordination meetings (if mandatory according to Law and/or Contract and/or these HSE Terms and/or HSE Requirements).	I

LIST OF SEVERE, VERY SEVERE AND EXTREMELY SEVERE BREACHES OF H&S OBLIGATIONS RELATED TO ACTIVITIES

CATEGORY	BREACH	SEVERITY
General Provisions	Workers within the work area are not clearly identified and they do not coincide with the roles and names authorized listed in the work documentation: (areas delivery, registers, etc.).	II
	Fire-fighting equipment and first aid and recovery equipment for an injured person are not present, they are neither suitable nor efficient.	I
	The foreman in charge of the works on site is not identified and present on field and does not supervise the activity.	III
	The staff has not the professional profile/professional competence required for the work in progress, e.g. electrical work, work at height, confined spaces, etc.	III
	The pre-job check was not carried out, documented, conforms to the activity and has not been verified the linguistic comprehension of the contents.	II
	Risk assessment is not available (risks present in the workplace, the specific risks of the activity interferences for ex. Electrical lines, mechanical works, etc.).	II
	PPE and CPE available in the work area; they are neither efficient nor suitable (marked/certified according to the reference standard).	I
	PPE specific to current activities are not worn and used correctly.	II
	The equipment available in the work area is not adequate, kept undamaged, functioning, certified, periodic checks, there is not availability of installation, use and maintenance instructions.	I
	The work equipment (e.g. tools; vehicles) is not used correctly.	II
	Vehicles/machinery (trucks, cranes, excavators, baskets, etc.) are not authorized and adequate for the job, maintained, undamaged, functioning, certified, checked according to the periodic legal checks.	I
Tools, Vehicles, construction site machinery (trucks, cranes, excavators, baskets, etc.) are not authorized, correctly used and stable with respect to the ground (if owned by Enel they have been formally delivered to the contractor).	II	

⁷ Excluding commuting Accidents

CATEGORY	BREACH	SEVERITY
	The emergency plan is not available, suitable for the type and extent of the works, complete and easy to implement with indication of escape routes and collection points.	II
	Telephone numbers for emergency reporting are not clearly indicated within the work areas and at the telephone/door phone stations. They are also not easy to use and functional.	I
	Visitors are not accompanied at any time and do interfere with the ongoing activities.	I
	The Permit to Work for area/plant delivery is not issued, managed and respected.	III
	Working procedures/methods are not available for activities.	II
	The activities with generic risk and/or different from the specific/prevalent one (e.g. electric work, work at height, confined spaces, etc.) are not carried out according to the standards, the company working methods and the HSE contractual requirements.	II
	Not full application of the instructions provided by safety signs.	I
	All personnel involved in the activity do not know "STOP WORK POLICY".	I
	Weather conditions are not suitable for performing the planned activities.	I
	Workplaces are not maintained in such clean condition and substances/materials storage is not adequate.	I
	Workers are not highly visible in all levels of light wearing high-visibility reflective clothing/PPE (e.g. in the presence of vehicular traffic, in conditions of poor visibility).	I
	Loading and unloading areas are not adequate in terms of space and ground conditions.	I
	The work site is not delimited (also towards third parties), neither provided with suitable signs, clearly visible, illuminated. In the case of a building site on a roadway, it does not comply with the highway code.	II
	Presence of existing underground facilities, cables, pipelines, explosive device and other interfering items has not been investigated and reports are not available.	III
	All vehicles (moving/compacting/lifting, etc.) with obstructed view operate in reverse gear without a reverse signal alarm (optic acoustic alarm) or there is not a flagger designated, for safe traffic management.	II
	The LO-TO (Log Out, Tag-Out) system is not applied and, in the presence of more than one activity on the same systems, it does not provide for multiple blocks.	III
Electrical Risks	The disconnections of the power sources have not been made.	III
	Disconnect locking devices are neither effectively applied nor signalled (Control Lock, Personal Lock, Tags).	III
	The required grounding and short-circuit devices have not been applied correctly on the working area.	III
	The specific check to verify the absence of voltage has not been carried out.	III
	The required equipotential/continuity devices have not been correctly applied.	III
	Protection of the possible adjacent live parts (distance, barriers, etc.) and of the work area has not been carried out.	III
	The standards, operational procedures and HSE Terms are not respected for the electric activities being performed (dead line or live line).	III

CATEGORY	BREACH	SEVERITY
	PPE for protection against ELECTRICAL RISK is neither worn nor used correctly (indicate the PPE concerned in the "Notes": dielectric gloves of the appropriate class, face shield etc.).	III
	The PPE for protection against ELECTRICAL RISK available on site, are neither efficient nor suitable (complete, intact, marked/certified in accordance with standards/reference standards, etc.).	II
	The equipotential/continuity devices, available on sites, in use or to be used, are not suitable (with not markings conforming to the standard, complete, intact, etc. - report in the "Notes" which).	III
	The insulated tools/equipment available, in use or to be used, are not in good condition (not suitable for use, complete and intact - report in the "Notes" which).	III
	The devices for verifying the absence of voltage are not in place and not in good condition (not suitable for use, complete and intact).	III
	The required grounding and short-circuit devices available on sites, in use or to be used, are not suitable (with not markings conforming to the standard, complete, intact, etc. report in the "Notes" which).	III
	When the Personal Voltage Detector (PVD) is required, it is not present on site and its correct functionality has not been verified.	III
	Workers do not correctly use the Personal Voltage Detector (PVD) provided for the activity.	III
	The underground and overhead electrical cables are not sheltered and the safety distances are not respected according to the voltage of the network.	III
Fall from Height	PPE and CPE for Work at Height protection are neither worn nor used correctly.	III
Fall from Height	PPE and CPE for Work at Height are not available on site, efficient and suitable (not complete, intact, marked/certified in accordance with standards/reference standards, etc.).	II
Fall from Height	The protections and guards against falling from height are neither efficient nor correctly used (complete, intact, marked/certified according to standards/reference standards, etc.).	III
Fall from Height	The equipment for access in elevation (stairs, brackets, crampons, scaffolding) available on the site are not suitable (not complete, intact, marked, certified).	I
Fall from Height	The equipment for access in elevation (stairs, brackets, crampons, scaffolding) are not correctly installed and used.	III
Fall from Height	The scaffolding is not correctly constructed and/or used (on a visual examination, check the stability guaranteed by the bases at the lower extremities, the plane, the verticality).	III
Fall from Height	Scaffolding are not assembled, dismantled or converted by trained and qualified personnel.	III
Fall from Height	The ladders are not positioned and fixed correctly on stable surfaces (both vertical and horizontal), and they are not correctly used in accordance with the planned activities.	III
Fall from Height	Analysis of the structure strength and anchoring system (in case of lighting pole, roof top, wall, etc.) which support ladders or allow stepping on has not been performed according to internal procedures.	III
Fall from Height	Before climbing a pole/pylon, stability and integrity have not been assessed and related documentation is not available.	III
Fall from Height	The bracing system has not been correctly installed where required.	III

CATEGORY	BREACH	SEVERITY
	Scaffolding is not available on site and it is not suitable for the activity (not complete, intact, and certified).	III
	Ladders are not available on site and are not suitable for the activity (not complete, intact, and certified).	III
	Lifting platforms are not available on site and they are not suitable and used correctly.	III
Falling Objects	The equipment/materials used for the activities at height are not insured against falling (e.g. by using suitable work belts, lanyards, special containers, etc.).	II
	A delimitation of the area at risk of falling objects has not been carried out and in compliance with the prohibition to pass vehicles/persons under the falling trajectory is not guaranteed.	II
	Suspended loads are not controlled by guide ropes, are not properly secured/slung; the lifting devices are not in good conditions; any containers used are not fit for purpose.	III
	Tools or equipment are stored near the edges, on railings or high surfaces. The resulting materials are neither cleaned nor removed regularly.	II
	During the handling of loads, there is not the presence of at least one coordinator in charge of guiding the manoeuvres, the appropriate procedures are not adopted to guarantee the safety of the operations.	III
Interference Management	Interferences are not well managed (reference to interferences with activities, power lines, machines, vehicles, etc.).	III
	The participation at coordination meetings has not been performed and documented, if requested.	I
	In case of Complex Activities, the coordination and supervision duties are not managed as for the approved Procedure and not formally documented in files available on-site (e.g. Coordination Report).	II
Entrapment	The machines and devices used for the execution of the activity are not equipped with suitable protections and emergency stops and they are not in accessible position during the activities.	III
	All controls are not labelled clearly with their function.	I
	Workers near machinery with moving parts do not wear appropriate clothing and accessories (are not avoided necklaces, bracelets, rings, long hair are not collected and clothing are not adherent to the body, etc.).	III
Excavation	The activities are not correctly carried out to avoid the risk of collapse of structures/land (e.g. stowage of excavations foreseen according to the depths), etc.	III
Impact with Object	The handling of loads is not in accordance with the lifting plan. The following were not assessed: suitability of the soil, weight of the materials, integrity of the ropes/lifting devices.	III
	The manual/motorized carts are not correctly sized for the load to be transported, not equipped with systems for locking the load, and everything that extends beyond the sides of the trolley is indicated.	II
	Shelves, storage areas, cabinets, etc. are not easily accessible, with indication of the maximum capacity. Loads are not correctly stacked and/or fixed to prevent them from slipping or falling.	I
	The temporary pressure pipes are not laid along protected paths and the necessary joint protections are not installed.	II
Road Works	If necessary Traffic is not directed by trained flaggers.	II

CATEGORY	BREACH	SEVERITY
Chemical Risk	The safety data sheets for chemicals are not updated, present in the workplace and made available to workers.	I
	The handling, storage and use of the substances is not made in accordance with the provisions of the safety data sheets and the risk assessment.	II
	Deposits of combustible materials and the chemicals used are not stored in separate areas, away from ignition sources, and the tanks are not fixed to prevent overturning and damage.	II
	If during the execution of the work there is the risk of the formation of dangerous concentrations of chemical substances, the concentration is not controlled, (e.g. using continuous detection systems).	III
	The chemical substances found in the work area were not all authorized at the time of entry in compliance with the regulations in force.	II
Fire Risk	In the case of activities that may cause fire (e.g. welding, cutting, use of the cutter) the Hot Work Permit is not available on site and respected.	I
	The machinery and equipment containing or that have contained combustible materials were not subjected to gas free before the hot works were carried out.	II
	The area is not clear of all combustible materials.	II
	Fireproof Curtains are not in use during welding activities.	II
	The welding fumes are not aspirated through a suitable extraction system to ensure adequate ventilation.	II
Confined Spaces	The correct communication between workers, the lighting system and the monitoring of the atmosphere is not carried out in accordance with what is described in the Work and Emergency Plan.	III
	First aid and recovery equipment for confined spaces are not present, suitable and efficient. Prescribed breathing apparatus are not available, they are not in good condition and they do not respect required standards/regulations.	III
	The Work and Emergency Plan has not been posted at the entrance of the confined space subject of the activity.	I
	In environments with risk of contamination from one or more substances, specific gas detectors are not available.	III
	There is not a forced ventilation system in case of places with inadequate air exchange.	III
Explosion Risk	If during the execution of the work there is the risk of the formation of explosive atmospheres or an increase in the level of risk, the concentration is not continuously controlled by explosimeters.	II
	The electronic equipment (mobile phones, two-way radios, etc.) introduced in the work areas are not suitable for the type of classification of the area.	II
	Equipment/tools are not suitable for the type of classification of the area at risk of forming explosive atmospheres.	II
Remote & Alone Work	If employees are isolated from other persons, there is not a means of communication which enables the employee to call for help in an emergency and has not been trained for its management.	II

CATEGORY	BREACH	SEVERITY
Cut	Employees exposed to the hazards created by cutting operations are not protected with personal protective equipment and clothing.	II
Noise Risk	Where practicable, control measures have not been put in place to reduce the risk of hearing loss where noise levels > 85dB(A).	II
	Hearing protection has not been provided to workers.	I
Place of Work / Workstation	The Company does not provide infrastructure resources necessary to perform activities in compliance with ergonomic risk assessment.	I
	Table, keyboard, mouse, monitor and other devices have not the appropriate desk layout taking into account also the lighting sources.	I
	Workers have not the correct sitting posture in front of PCs and do not use working tools safely.	I
	Workers do not pay attention walking along the corridors and do not use handrails whilst descending the stairs.	I
	In case of prolonged work at video screens, workers do not take short breaks at regular intervals.	I
	Desks, chairs, lockers do not remain always stable and secure.	I
	Restrooms and other dedicated areas are not available for worker's rest.	I
	Area has not suitable lighting sources for the tasks to carry out.	I
	The panels and walls are not in good condition free of moisture and/or damage.	I
	Healthy working environment and well-designed workspaces are not ensured.	I
	All electrical systems and sanitary installations are not in good condition.	II
	The warehouses and shelves are not in good condition and in order.	I
	Space around the desk does not allows a comfortable sitting position.	I
	HVAC system is not properly working.	II
	Firefighting system has not been periodically tested and records are not available.	III
	The Emergency Plan/System is not updated, and not periodically tested and does not identifies safe and risk areas (ex. risks related to the location inside and outside the buildings).	II
	Emergency maps are not updated and posted on the walls.	I
Safe areas cannot be easily found in case of emergency.	I	
The emergency lighting system does not work correctly and the emergency routes are not kept clean and free of obstacles.	I	

FURTHER BREACHES OF H&S OBLIGATIONS

CATEGORY	BREACH	SEVERITY
General Provisions	Consumption or possession or distribution of alcohol or drugs in the Work Site.	III
	Failure to comply with smoking ban.	I
	Lack of adequate means of emergency intervention or paramedic personnel (when required).	III



CATEGORY	BREACH	SEVERITY
	Inadequate distribution of potable water / foods.	II
	Failure to respect regulations relevant to traffic Code, speed limit and safe driving. In case that behaviour causes a hazardous situation, the severity could be increased to III.	I (III)
	Failure to comply with requirement on Health and Safety from Law and/or Contract and/or these HSE Terms and/or HSE Requirement not mentioned in the other points of this list.	I
Works above water/with hydraulic risk	Works performed not in compliance with Law and/or Contract and/or these HSE Terms and/or HSE Requirements concerning risks related to works above water.	I
	Works performed not in compliance with Law and/or Contract and/or these HSE Terms and/or HSE Requirements concerning hydraulic risk.	III
Underwater works	Works performed not in compliance with Law and/or Contract and/or these HSE Terms and/or HSE Requirements relevant to underwater works.	III
Works with exposure to physical agents	Emission of physical agents (e.g. noise, vibration, dust) not notified to ENEL, or above authorized threshold limits, or that could cause damage to ENEL or third parties.	II

Key

- I Severe Breach
- II Very Severe Breach
- III Extremely Severe breach which will cause a significant downgrading in the SPM Index

19.4 CLASSIFICATION OF ENVIRONMENTAL BREACHES

19.4.1 Without prejudice to its right to terminate the Contract, in relation to each violation regarding the environmental protection, and without prejudice to its right to claim further damages, ENEL also has the right - at its sole discretion - to apply, by notifying the Contractor by official communication with proof of receipt, the sanctions listed and quantified in "APPENDIX 3 Sanctions for HSE violations" relevant the specific Country.

19.4.2 In case the Contractor (or one of its Subcontractors) is responsible of an Environmental Event, ENEL reserves the right to apply - depending on the relevance of the impact - a sanction of up to 2% of the total (or maximum) contract value and in any case not less than the amount specified in "APPENDIX 3 Sanctions for HSE violations".⁸

LIST OF ENVIRONMENTAL SEVERE, VERY SEVERE AND EXTREMELY SEVERE BREACHES

CATEGORY	BREACH	SEVERITY
General provisions	Forgery of documents required by Law relating to environmental issues	III
	Recurrence (two or more episodes) of the same very severe environmental violations (listed in this list, as severity II)	III
	Starting activities without all the necessary authorizations regarding environmental aspects	III

⁸ Clause 19.4.2 does not apply to Contracts executed in USA, Canada and Australia

CATEGORY	BREACH	SEVERITY
	Activities carried out in violation of ENEL's internal Environmental Systems rules or contractual environmental clauses.	II
	Failure to execute environmental liability insurance to cover environmental responsibilities (if required by Contract)	II
	Recurrence (two or more episodes) of the same severe environmental violations (listed in this list, as severity I)	II
	Employment of Personnel without professional profiles/qualification/training requested to understands and executes all requirements and regulations relating to environmental protection, that are applicable to perform the Contract.	II
	Failure to submit environmental reports according to the defined deadline	I
	Failure to participate in coordination meetings (if required according to environmental legislation or required by contract)	I
Event reporting	Failure to immediately make adequate mitigation measures in case of environmental event/ damage.	III
	Failure to immediately (and no later than 48h) communicate to ENEL any evidence related to checks and inspections carried out by Government Authorities and, in case of infringement, the actions carried out or planned in agreement with the authorities aimed at restoring legal compliance.	III
	Failure to communicate immediately to ENEL (and/or to the authorities when it is required) on any environmental event that occurs during the execution of the Contract and that implies the obligation of reporting to the authorities.	III
	Failure to communicate immediately to ENEL on any environmental event that occurs during the execution of the Contract and that not implies the obligation of reporting to the authorities.	II
	Failure to submit a written report of the environmental event including its causes and the measures taken for the management and resolution of the event within a maximum of 24 hours.	II
	Failure to submit a written notice of any Environmental Near Miss, within 3 calendar days.	I
Compliance – Air Emission	Execution of the activities without: a) authorization for air emission or b) implementation of preventive or operative measures necessary to comply with limits stated by the authorization or the applicable regulation.	III
Compliance – Water protection	Execution of the activities without: a) authorization for waste water discharge or b) implementation of the preventive or operative measures necessary to comply with limits stated by the authorization or the applicable regulation.	III
	Use / suction of unauthorized water	III
	Reiterated or systematic use / suction of water above the allowed limit capacity	II
Compliance – Soil protection	Lack of preventive measures aimed to prevent soil contamination (eg. Mixer truck washing, containment tanks for diesel tanks)	I



CATEGORY	BREACH	SEVERITY
	Protection measures are not correctly adopted to mitigate any spill of oil or other pollutants.	I
	The excavated materials are not properly stored and managed in compliance with the authorization or applicable regulation.	II
Compliance – Waste	Waste management without authorization or not in compliance with the authorization or applicable regulation.	III
Compliance – Others	Execution of the activities without: a) authorization or b) implementation of the preventive or operative measures necessary to comply with applicable Law regarding environmental matrices: air emission (e.g. dust from vehicles), water discharge (e.g. domestic waste water and storm water discharge), waste management, soil usage, non-Hazardous Substances management, noise and vibration emission, vegetation management, biodiversity, protected areas, archaeological sites, Personnel specific qualification, etc.)	II

Key

- I Severe Breach
- II Very Severe Breach
- III Extremely Severe Breach which will cause a significant downgrading in the SPM Index

19.5 CONTRACT TERMINATION FOR REASONS ATTRIBUTABLE TO HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

19.5.1 ENEL - at its sole discretion - may terminate the Contract in case:

- a) Fatal/Life Changing Accident during the performance of the Contract, in which Contractor is, as determined by the accident investigation analysis carried out by the ENEL Group company, primarily responsible for the Fatal/Life Changing Accident; or
- b) Fatal/Life Changing Accident during performance of another contract with ENEL or another ENEL Group company by the Contractor or a Contractor Group company, in which Contractor or the relevant Contractor Group company (i) is, as determined by the accident investigation analysis carried out by the ENEL Group company, primarily responsible for the Fatal/Life Changing Accident and (ii) has a negative outcome in Enel's assessment on HSE organization of Contractor and/or Contractor Group company; or
- c) contractor does not implement actions defined in the remediation plan (proposed by Contractor after a HSE default and validate by ENEL) within the specified time limit, or
- d) the amount of the safety sanctions applied due to violation reach the amount of 5% (five per cent) of the Contract's value or the equivalent amount of 20 severe sanctions⁹, or
- e) the amount of the applied environmental sanctions reach the amount of 5% (five per cent) of the Contract's value or the equivalent amount of 20 severe sanctions¹⁰, or
- f) violations by the Contractor and/or any Subcontractor of the requirements of Law or of the Contract on the protection of the environment, implying at least one of the following consequences:
 - High widespread impact; long term or irreversible environmental-biodiversity damage
 - Non-compliance with legal or permit requirements that could result in:
 - severe fines impact on licenses,

⁹ Clause 19.5.1 d) is amended as follow for U.S.A, Canada and Australia: "Contractor violations reach 20 severe breaches, as per. 19.3 and Appendix 3"

¹⁰ Clause 19.5.1 e) is amended as follow for U.S.A, Canada and Australia: "Contractor violations reach 20 severe breaches, as per. 19.4 and Appendix 3"



- civil/criminal lawsuits with restriction of Enel personnel freedom,
- civil/criminal lawsuits with liability involvement of Enel personnel,
- Environmental Asset Shutdown,
- Reputational issues:
 - Severe concerns among national and international stakeholders, expressed in a written communication send to ENEL,
 - Severe media opposition at national and/or international level,
- Financial loss (all costs incurred as a result of the environmental event, i.e. fines and penalties, liabilities, immediate corrective actions, remediation plan implementation, loss of revenues, etc.) greater than 1.000.000 €.

19.5.2 In the event that ENEL make use of this contractual right, the Contract shall be immediately terminated after ENEL's written notice, without any compensation and without any other prior formality nor court intervention, arbitration process or any other procedure being necessary, without prejudice of Enel's right to claim damages.



APPENDIX 1 FOCUS ON COMPLEX WORKS ACTIVITIES

1. DOCUMENT AIMS AND APPLICATION AREA

1.1 This Appendix specifies the main working roles involved and the documentation required to perform the planning, organization and coordination of the work activities in case of complex work activities on Work Sites. The working roles and documentation outlined in this Appendix are mandatory for the activities execution and they shall be formally identified.

1.2 This Appendix gives the minimal requirements to be adopted and represent the best practice for the execution of complex work activities/construction activities. It shall be applied in compliance with any applicable Laws and country/local regulations which in any case prevail over the provisions contained in this document.

1.3 Contractor shall comply with all the rules specified in this Appendix, for the management of interference risk. To this end, Contractor shall:

- (i) for Complex Works whose HSE coordination is under Contractor's control:
 - 1. appoint and include in its HSE Organization the HSE coordinators with roles and responsibilities as defined in this Appendix, and
 - 2. ensure that planning phase and executing phase are carried out according to the principles here defined, or
- (ii) for Complex Works whose HSE coordination is under ENEL or third-party control:
 - 1. cooperate with appointed HSE coordinators and
 - 2. comply with requirements from Safety Work Planning of activities

The Contract specifies which of the option above shall be adopted by the Contractor.

2. DEFINITIONS AND ACRONYMS

In the present Appendix the following definitions apply:

"Environmental Coordinator (E Coordinator)": one or more representatives, which are responsible for carrying out environmental coordination activities provided for in the Contract and/or the applicable legislation. If not required in the Contract, the E coordinator can be represented by the same representative for the HS coordinator profile, if he/she is qualified for the role.

"Foreman supervisor": Person who, while having all the features of a Foreman, plays a role of general coordination of the activities by controlling the compliance of the general planning established as well as the anticipated development of the activities to be performed in the whole work.

"Handover of a work area": Action by which a work area is made available for its access and works, by informing the recipient about its conditions, safety conditions included.

"Handover back of a work area": Action by which a work area previously handed over is made available at the conclusion of certain works.

"HS Coordinator for design and planning": one person who, in the design and planning phase, is responsible for establishing the Safety Working Planning of the activities (SWP) in order to minimize the possible interference risks.

"HS Coordinator for execution and control": one person who, starting from the SWP, is responsible for the coordination between the different working groups during the execution phase, in order to minimize the interference risks.

3. PROCESS DESCRIPTION

3.1. Preliminary consideration

3.1.1 In this Appendix the main indications are provided for the management of the control of the work execution and for the management of the actions to be carried out in order to meet the prevention and protection measures needed in case of complex works execution.

3.1.2 For this purpose, it is essential that at any time a physical person shall be clearly identified who is responsible for the works and for the work area (handed over) managing. In complex works this cannot be obvious and then shall be accomplished, because either different subjects are involved at the same time (on the same installation or on different installations having, however, an ambiguous identification) or different subjects succeed and/or alternate with the work responsibilities over the time.

3.2. Working context and complexity

3.2.1 If the involvement, during the design/planning and/or execution and/or control phase, to a different extent, of the work ENEL and/or one or more Contractors or Subcontractors which are called to the work execution, in conjunction or not with ENEL, is considered, the working contexts where conditions of a complex work activity can be verified are normally the following:

- o works carried out by working groups belonging to both ENEL and one or more contractors or Subcontractors;
- o works carried out by working groups belonging to more than one Contractor or Subcontractor;
- o works carried out by different working groups belonging to a single Contractor or Subcontractor only;
- o works carried out by Personnel under one Contractor or Subcontractor but belonging to different companies;
- o works carried out by or on behalf of ENEL which can be affected by works carried out by third parties in the same Work Site or nearby areas.

3.2.2 The complex work activity shall be preventively planned and shall be controlled during its execution. Profiles shall be identified for the role of technical coordination of the planning (HS Coordinator for design and planning) and for the role of technical coordination of the execution and control (HS Coordinator for execution and control) of work activities, also with regard to the safety purposes.

3.2.3 A complex work activity is developed according to the following phases:

1) "Work Planning" (WP)

Planning of the activities and related prevention and protection measures against hazards.

The WP phase normally concerns:

- o identification of the Work Site (construction site);
- o subdivision into work phases taking place in the same work area, at the same time or subsequently;
- o identification of the specific hazards due to the different activities in the work areas or in their proximity, and subsequent management of the possible hazards interfering among different work activities;
- o Identification of applicable environmental regulation;
- o logistic management of the Work Site (accesses, storage of materials, etc.);
- o time scheduling and duration of the different works, with a clear identification of works responsibilities;
- o define appropriate handover conditions;
- o identification of specific skills required for the works execution;
- o identification of the machinery required for the works execution;
- o identification of measures for the emergencies management;
- o sharing of information with involved parties (ENEL, contractors, subcontractors);
- o sharing of information with the parties operating in the same Work Site (if possible);
- o in case of access to Work Sites owned by a third part where installations belonging to ENEL are included, identification and agreement with the third part on measures for the interferences reduction at the construction site (e.g., definition of the work logistics, work timing and phases which are suitably agreed, responsibilities clearly defined, etc.).

The WP shall give preference to solutions excluding or reducing to a minimum the interferences between the different work activities (e.g., execution at different times or in work areas where the interference of hazards is minimized).

The WP is normally shared with all the involved working parties, and represents an action of coordination of the work activities to be performed and a moment for the definition of the prevention and protection measures, which all the working parties involved are required to comply to.

2) "Work Execution (WE)"

Execution, control and coordination of works activities.

Once the WP phase is completed/shared, the phase of WE can be started. During this phase it is necessary to control that works are carried out according to the plan previously established, by implementation of the provided prevention and protection measures.

If during a working phase it is found that a modification is needed of the plan previously established, this plan shall be redefined before the execution of the works concerned, after a sharing with the involved parties. In this phase, interfacing also can be necessary with the third parties working in the nearby areas in order to define additional prevention measures which were not established previously.

Depending on the work complexity, actions of periodical coordination and/or specific coordination, if it is required by the work phases, shall be carried out, e.g., at the work beginning and end and/or in correspondence of specific working phases, whether or not interference hazards are present.

During the works execution, the start of work activities/phases or the handover of responsibilities in their operational and safety management (between each phase or during their execution) shall occur with the Work Site under safety conditions and shall be always documented (e.g.,

installations handover, work areas handover, etc.) so that it is traceable who is responsible for the works and to which the work area is handed over.

3.3. Profiles involved in the process and relevant skills

3.3.1. Profiles involved in the process

The following profiles are normally identified:

1) During the WP phase:

- the profile of “HS Coordinator for design and planning” who, by consulting the parties involved in the work to be carried out, cooperates with the work planner in the definition of the activities planning and update/establishes the preventive H&S coordination planning of this work in order to reduce the interference hazard.

2) During the WE phase:

- where it is required by the work complexity, a profile of “HSE Coordinator for execution and control” who performs, with regard to the safety purposes, an action of coordination between the different subjects taking part to the work execution, with the aim of controlling the compliance of the prevention and protection measures against the interference hazards which have been previously established. This profile can play its role periodically or punctually.
This profile is similar to the profile of “HS Coordinator for design and planning”, it could be covered by the same physical person, and can work to modify the Works planning, when it is required by the activities development.
- the profiles of “E Coordinator” which are responsible for carrying out environmental coordination activities provided for in the Contract and/or the applicable legislation. If not required in the Contract, the E coordinator can be represented by the same representative for the HS coordinator profile, if he/she is qualified for the role.
- If needed, the profile of “Foreman supervisor” who controls the compliance of the general execution planning which has been established preliminarily to the work as well as the anticipated development of the activities to be performed in the whole work, by playing a role of general coordination of the activities;
- one or, if needed, more profiles of “Foreman” who are responsible for the management of the single work activities in which the planning is subdivided, from the handover of the work area until its handover back. Besides the correct execution of the assigned activities, these profiles are responsible for the control of the compliance of the connected safety issues. This profile shall be aware of the planning contents and, if necessary, contribute to its preventive definition; therefore this profile also relates with the possible “Foreman supervisor” as concerns the general coordination of works/construction site, and with the “HS Coordinator for execution and control” as concerns the compliance of the safety measures and the interferences management. A Foreman can take the role of Foreman supervisor when the work activity under its control does not avoid him to cover this role of Foreman supervisor.

3.3.2. Skills of the profiles involved in the process

3.3.2.1 The profile of “HS Coordinator for design and planning” and “HS Coordinator for execution and control” (she/he will cover the roles of coordination and control) shall have the following features:

- experience in the execution of complex work activities and in the related arrangement;
- ability of risk analysis as concerns the activities performed and assessment of the possible interferences;
- knowledge of the prevention and protection measures against the hazards and of the measures for the interferences mitigation;
- knowledge of the safety regulations and standards;
- ability of coordination and mediation between different needs and profiles;
- assumption of responsibility and leadership in dealing with also special situations.

3.3.2.2 The profile of “Foreman supervisor”, besides the skills of the profile of “Foreman”, shall also have the following:

- experience in the execution of complex work activities and in the related arrangement;
- ability of coordination and mediation between different needs and profiles;
- assumption of responsibility and leadership in dealing with also special situations.



3.4. Documentation

3.4.1 The works planning is normally synthesized in a document, the "Safety Works Planning" (SWP), tracing the contents foreseen for this phase, which is shared by the parties concerned and is drawn up preliminarily to the works execution. This document shall be issued and signed by the relevant HS Coordinator.

3.4.2 When it is allowed by the works complexity and by ENEL too, the SWP document also may have simplified forms until to become a note between the parties involved in the work.

3.4.3 The coordination action, carried out by the HS Coordinator for execution and control, shall be traceable, and can be carried out by verbalized in writing meetings or even formal communication between the parties. Each safety handover and handover back of the work areas shall also be traceable by means of suitable signed documentation in order to know at any time who is responsible for the works.

3.4.5 The issued documentation, handovers included, shall be always present at the Work Site, at disposal of all the profiles involved.



APPENDIX 2 WASTE MANAGEMENT

1. ITALY

1.1 All waste originating from the activities inherent to the subject matter of the Contract and entrusted to the Contractor must be managed in compliance with applicable provisions of Law and with all the provisions of the Contract.

1.2 The Contractor, as producer of waste, is responsible for all the activities related to the management of waste and resulting material produced during works execution, including packaging waste, in compliance with applicable provisions of Law. In particular, the Contractor is responsible for the legal obligations relating to the appropriate management of any temporary warehouses, and for the filing and archiving of environmental documents. 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.

1.3 The Contractor is strictly forbidden to set up temporary waste storage areas in the Work sites where activity inherent to the subject matter of the Contract is being performed, unless otherwise expressly specified in the Contract; in case the temporary waste storage is allowed by the Contract, waste produced by the Contractor, by activities performed inside Enel Work Sites, shall be stored exclusively in the areas assigned by Enel and managed according the provisions of Law for temporary storage of waste.

1.4 The Contractor, , to carry out the activities related to waste management, shall:

- a) be registered in the National Register of Environmental Managers, pursuant to art. 212 of Legislative Decree No. 152/2006 and, where envisaged, to be registered in the "White List" set up within the Prefectures;
- b) provide to Enel
 - a. a copy of the certificate of enrolment on the *Albo Nazionale Gestori Ambientali*, together with a copy of the receipts certifying the payment of the annual fees, within the related deadlines;
- c) confer the waste produced to parties authorized for waste recovery and/or disposal;
- d) provide Enel with a copy of its recovery or disposal authorization, if the Contractor is the owner of a recovery or disposal plant which it intends to use for the conferment of waste produced during its activity;
- e) if the recovery or disposal activities are carried out by plants owned by third parties, provide Enel with a list of the plants to whom the waste, produced during the execution of the activities subject matter of the contract may be assigned, attaching a copy of the related authorizations;
- f) promptly notify Enel of any update or modification of the deeds of registration to the Register, providing updated documentation, as well as any decision of the competent authorities that entail limitations or revocations relating thereto;
- g) delivery to Enel, before the execution of the activities subject matter of the Contract itself, a declaration confirming the validity and effectiveness of the aforementioned authorizations/registrations, in which it must be specified, among other things, that they have not intervened, nor are any ongoing revocation or suspension measures by the competent Authorities.

1.5 If the Contractor does not carry out the activities of collection, transport and conferment of waste, the same can be subcontracted, in compliance with current regulations and subject to the express consent of Enel.

1.6 For the authorization to subcontract, the Contractor shall also submit to Enel:

- o a copy of the registration in the *Albo Nazionale dei Gestori Ambientali* of the subcontractor who will carry out the waste collection and transport activity;
- o the list of plants where the waste produced during the execution of the contract will be conferred by the subcontractor and a copy of the relevant authorizations;
- o a list of the typologies of produced waste.

1.7 Where foreseen, The Subcontractor shall be registered in the "White List" set up within the Prefectures.

1.8 If the Contractor uses a non-custodial intermediary for waste management, he shall also provide Enel, in addition to the above documentation, with a copy of the registration to the *Albo Nazionale dei Gestori Ambientali*.

1.9 Where weighing systems are present, the waste could be weighed under Enel supervision, where required by Enel.

1.10 Monthly or in any case on the occasion of the drafting of the Work Progress States (SAL) - and in any case in compliance with the maximum time limits established by Law for sending the waste transport documentation -, for waste deriving from the activities carried out in the period and / or accounted for in the individual Work Progress States, the Contractor shall provide Enel with a copy - also by certified



Electronic Mail (PEC) - of the fourth copy of the Waste Identification Forms (*FIR – formulario di identificazione dei rifiuti*), countersigned by the recipient or copy of the documentation required for cross-border shipments.

1.11 The payments of the individual SAL and in any case of the final SAL are bound to receive the fourth copies of the Identification Forms of the waste, countersigned by the consignee of the waste . Prior to Enel's issue of the final SAL, the Contractor must also declare that he has provided the waste management according to the Law, also indicating the type of waste (CER) managed.

1.12 ENEL may request at any time, and the Contractor cannot refuse, to provide a copy of the loading / unloading register.

1.13 Where foreseen, with reference to the management of soil and rocks from excavation qualified as a by-product, the Contractor must provide to Enel a copy of the self-certifications provided to ARPA, regarding compliance with the criteria for re-use and the complete use of the excavated material. Enel reserves the right to carry out random checks.

1.14 It's clarified that if the activities that generates waste are carried out by one or more subcontractors, all the obligations included in this *APPENDIX 2 WASTE MANAGEMENT – 1. ITALY*, shall be considered obligations for the subcontractors, being waste producers, without prejudice to the responsibility of the Contractor to verify the compliance with Law and the proper management of the activities.

1.15 With reference to the waste in respect of which Enel is a waste producer, the parties to whom Enel will entrust - as intermediary, transporter, recovery and / or disposal company - the management of its waste, undertake to carry out the activities in compliance with the provisions of the Law in force as well as with all the obligations provided for in the Contract, especially in relation to respect the contractual provisions referred to in this article.

1.16 ENEL reserves the right to terminate the Contract, pursuant to and by effect of art.1456 of the Italian Civil Code, in the instances in which the Contractor and/or any subcontractor breaches any of the obligations set forth in this *APPENDIX 2 WASTE MANAGEMENT – 1. ITALY*, in relation to waste management, without prejudice to Enel's right to suspend the execution of the Contract.

2. OTHER COUNTRIES

The Contractor shall comply with the provisions of the applicable Law and with the specific contractual requirements and procedures.



APPENDIX 3 SANCTIONS FOR HSE VIOLATIONS

The following table reports, for each Country and for each severity level of the violation, the minimal economic amount of the specific sanction.

Country	COURR.	Health & Safety breaches			Environmental breaches		
		Severe (I)	Very Severe (II)	Extremely Severe (III)	Severe (I)	Very Severe (II)	Extremely Severe (III)
Argentina	US \$	300	750	1.000	650	1.300	1.300
Australia	n.a.	1 severe breach	2 severe breaches	3 severe breaches	1 severe breach	2 severe breaches	2 severe breaches
Brazil	Reais	1.000	2.000	3.000	1.500	3.000	3.000
Bulgaria	Euro	300	750	1.000	1.500	3.000	3.000
Chile	CLP	130.000	250.000	400.000	200.000	400.000	400.000
Canada	n.a.	1 severe breach	2 severe breaches	3 severe breaches	1 severe breach	2 severe breaches	2 severe breaches
Colombia	SMMLV ¹¹	0,25	0,5	1	0,7	1,4	1,4
Costa Rica	US \$	300	750	1.000	650	1.300	1.300
Egypt	US \$	300	750	1.000	650	1.300	1.300
Ethiopia	US \$	300	750	1.000	650	1.300	1.300
Germany	Euro	500	750	1.000	1.500	3.000	3.000
Great Britain	GBP	500	750	1.000	1.500	3.000	3.000
Greece	Euro	300	750	1.000	350	700	700
Guatemala	US \$	300	750	1.000	650	1.300	1.300
India	INR	15.000	30.000	50.000	75.000	150.000	150.000
Indonesia	IDR	1.380.000	2.760.000	3.500.000	1.380.000	2.760.000	2.760.000
Italia	Euro	500	750	1.000	500	1.000	1.000
Kenya	KES	15.000	30.000	50.000	100.000	200.000	200.000
Mexico	US \$	300	750	1.000	650	1.300	1.300
Morocco	US \$	300	750	1.000	650	1.300	1.300
New Zealand	US \$	500	750	1.000	650	1.300	1.300
Panama	US \$	300	750	1.000	650	1.300	1.300
Peru	UIT	0,25	0,5	1	1	2	5
Portugal	Euro	500	750	1.000	500	1.000	1.000
Romania	Leu	300	750	1.000	1.500	3.000	3.000
Russia	RUB	20.000	30.000	40.000	20.000	40.000	40.000
South Africa	Euro	150	300	500	180	360	360
Spain	Euro	500	750	1.000	1.500	3.000	3.000
Turkey	US \$	300	750	1.000	650	1.300	1.300
Un. Arab Emirates	AED	1.000	2.000	4.000	2.000	4.000	4.000
Uruguay	US \$	300	750	1.000	650	1.300	1.300
U.S.A.	n.a.	1 severe breach	2 severe breaches	3 severe breaches	1 severe breach	2 severe breaches	2 severe breaches
Vietnam	DONG	2.450.000	4.500.000	5.500.000	2.450.000	4.900.000	4.900.000

¹¹ SMMLV: Salario Minimo Mensuale Legal Vigente



Zambia	US \$	150	300	500	650	1.300	1.300
Other Countries (not included in the list above)	US \$	300	750	1.000	650	1.300	1.300



APPENDIX 4 EXAMPLE OF PRE – JOB CHECK AND POST-JOB REVIEW MINIMUM CONTENT

Example of PRE – JOB CHECK and POST-JOB REVIEW MINIMUM CONTENT

The day ... / ... /, at ...: ... the foreman, Mr. gathered the operators listed below, before the start of the activities on site, verified that the preliminary authorization documentation was received, the area was delivered in order to provide adequate information for the correct application of the working methods and to coordinate the phases of the activity to be carried out.

Job / activity ID (SAP code, etc.)

Site (name and address)

Type of Activity (indicate with X as recurring)

- SCHEDULED WORK
- ACCIDENTAL INTERVENTION OR FAILURE
- OTHER

Summary of the topics discussed with the Team (indicate with X if shared)

- STOP WORK POLICY**
- CONDITIONS FOR THE APPROACH OF THE SUPERVISOR** - procedure and forms
- DOCUMENTATION ANALYSIS** (Work Plan, Intervention Plan, etc.)
- PREPARATION OF THE SITE** (on roadway, not on roadway, delimitation, etc.) - from Safety Plan or similar
- ELECTRIC RISK** (plant identification, workplace safety, grounding , equipotential bonding, etc.) - from Safety Plan or similar
- RISK OF FALLING FROM HEIGHT** (stability of supports and products, etc.) - from Safety Plan
- RISK OF FALLING OBJECTS** (Signalling work area, do not stop or pass under areas where you are working at height, do not position yourself under or near suspended loads, install any auxiliary systems to contain loads or objects, etc.) - from Safety Plan or similar
- OTHER RISKS** (load handling, fall from same level, investment, environmental, noise, vibrations, etc.) - from Safety Plan or similar
- SPECIFIC RISKS ON SITE** (specify in detail below) - from on-site analysis
- ATTRIBUTION OF TASKS TO EMPLOYEES** (operational phases, "who does what, how, when", etc.) - from Safety Plan or similar
- KNOWLEDGE OF THE WORK TO BE PERFORMED AND OF THE WORKING METHODS** - from Safety Plan or similar
- HUMAN BEHAVIOUR** (activities carried out by people with special qualifications, etc.) - from Safety Plan or similar + Methods
- SPECIAL VEHICLES AND EQUIPMENT** (completeness checks, efficiency, behaviours and cautions to be adopted, etc.) - from equipment booklets + Safety Plan + Methods
- VEHICLES OF ACCESS AT WORK AT HEIGHT** (self-basket, ladders, brackets, crampons etc.) - from equipment booklets + Safety Plan + Methods
- HANDLING OF LOADS WITH SPECIAL VEHICLES** (cranes, slings, etc.) - from equipment booklets + Safety Plan + Methods
- ENVIRONMENTAL RISKS**
- COLLECTIVE PROTECTION EQUIPMENT** (completeness, efficiency, etc.) - from Safety Plan , Methods
- INDIVIDUAL PROTECTION EQUIPMENT** (completeness, efficiency, etc.) - from Safety Plan + Methods
- EMERGENCY / FIRST AID MEASURES** (verification of the presence on site of the persons in charge on the SOP, fire extinguisher, PS package, cellular coverage, absorbers kit, etc.) - from Safety Plan + Methods
- NEAR MISS RECORDING** (reports to the Person in charge in the event of serious and imminent danger or at the end of work) - From Forms and procedures

Any notes from the FOREMAN and / or operators

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-
-
- Coordination (any coordination actions necessary to access third party sites or SCP, interference with other teams or activities with risks, etc.)
-
-
- Possible shift rotation of the supervisor or temporary delegations
-
-
- Specific site risks in addition to the risks already identified in the SOP, and related PPE
-
-

	Name and surname	legible signature	assigned tasks	PPE
Forman				
Employee 1				
Employee 2				
Employee 3				
Employee 4				
Employee 5				

POST JOB REVIEW

ISSUES EMERGED DURING AND / OR AFTER OPERATING ACTIVITIES

Situations that emerged during the work phase

Environmental context: This part describes the type of activity and is strictly BL-dependent

Exterior City Countryside Public road Private road

Plant xx

1. Brief description of the event / context relevant to security identified during the activity and worthy of generalization / discussion

.....

.....

.....

Risks associated with the event / context (only if different from those already listed in the Pre-Job Check):

.....

.....

.....

2. Corrective action implemented in the field and further generalization proposals:



.....

.....

.....

.....

.....

3. Hypothesis for classifying the problem identified:

Working methods Equipment Equipment / Plants Design organization Other

Linked to Near Miss

Place and Date:

Foreman's Signature