

## PREMISE

The Enel Group has developed a project called "One Safety" aimed at promoting safe behaviour in both Enel Group and Contractors employees.

As concerns the contractors, the purpose of the Project is to observe the behaviour of those working for the contractors themselves, as well as the employees of any subcontractors, with the aim of supporting and promoting safe behaviour while at the same time correcting dangerous behaviour.

Prerequisite for joining the "One Safety" Project is to have:

- a contract with Enel at the time of signing the Memorandum of Understanding of a residual term of over one year;
- have been awarded tenders for contracts to be performed at Enel Sites with a duration of at least one year.

The contract shall have as object Works and/or Maintenance.

The following terms shall be understood to mean:

- Enel - any Enel Group company that has at least one contract in progress with the Contractor Enterprise intending to join the "One Safety" project;
- Contractor - the Enterprise intending to join the "One Safety" Project ;
- Parties - Enel and the Contractor jointly;
- "One Safety" Site (hereafter "Site") - an area where the activity that is subject of the contract takes place - which represents the scope of the project (this may coincide with a production unit or a part of it, with a part of a facility, etc. according to the organizational criteria defined by Enel).
- Handbook for the subscription of Contractors to the One Safety Project (the "Handbook" or Appendix 2): a document that contains general information on the rules for implementing the "One Safety" Project by contractors;
- "Memorandum of Understanding": this document, which establishes the conditions and terms for joining the "One Safety" Project;
- Appendix 1: Table attached to this document, to be completed by the contractor and signed together with this "Memorandum of Understanding", which is an appendix containing the information relating to the Contractor for the contracts the latter is to perform.

"One Safety" project respects the "no blame culture" and the anonymity of the observations shall be guaranteed.

As is known, policies and procedures of the Enel Group are guided by the following principles:

- no work can be performed if compromises the health and safety of persons; in this perspective the Enel Group is committed to disseminating and consolidating a culture of health and safety, promoting

greater attention and awareness of risks, and encouraging the adoption of safe and responsible behaviour by those who work with and for the Group Enel;

- the aim is to work without accidents.

Achieving these goals will give a concrete answer to moral and ethical demands concerning the value of human life, which is one of the aspects on which Enel focuses its efforts and is strongly committed.

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- 1) Given the above, by signing this Protocol the Contractor recognizes the value - ethical and moral above all - as well as economic, of a collaborative relationship with Enel aimed at strengthening and spreading an internal culture of health and safety protection and creating better conditions for health and safety at work.
  - 2) Therefore, sharing the above principles by signing this document, the Contractor adheres to the "One Safety" Project from the date it is signed.
  - 3) Subscription to the Project by the Contractor is limited to sites on which the contract is performed (set out in Appendix 1) and is governed by the prescriptions contained in the "Handbook" (ref. Appendix 2), which the Contractor acknowledges and accepts in full. It is in any case understood that adhesion to the "One Safety" Project concerns all the sites where the same contract is performed and all existing contracts;
  - 4) The conditions above remaining valid in the case of Consortia of companies (Consortia) or Temporary Groupings/Associations of Companies: subscription to the project covers all consortium/grouping members performing the contract which have formally joined the Project.

In this case, the Memorandum shall be signed by the Holding Company (i.e., by the Company that has been mandated to act on behalf of the other consortium / group member companies).

In the case of consortia the Holding Company have the central coordination and within 2 months of signing must submit a time schedule with the progressive inclusion in the Project of the consortium members performing the contract if they cannot be included at the start of the Project. This plan must be approved by Enel.

- 5) By virtue of the said "Handbook", Enel will provide to the Contractor:
  - Documentary materials relating to the "One Safety" Project
  - Checklists to be used for observations
  - The access to the computer system "One Safety Tool" for the collection and computerized management of the observations that will be charged directly by the contractors.
- 6) In addition, Enel will make a presentation lasting one working day to the subjects identified by the Contractor concerning the illustration of:
  - the objectives of the "One Safety" Project and the methods for filling in the observation sheets;
  - the methods for conducting observations and the feedback activity.

- the methods for using the "One Safety Tool" computer system.
- 7)** Enel, following the Contractor's signing of this Memorandum to join the "One Safety" Project, and the proper implementation of the Project, will credit to the same Contractor, as stipulated in the Handbook and in accordance with local legislation, the following bonuses:
- bonus in terms of Vendor Rating scoring;
  - bonus in terms of reduction of the contractual surety;
- 8)** With the signing of this Protocol and, therefore, by joining the "One Safety" Project, the Contractor undertakes, according to the schedule prescribed in the Handbook, to provide Enel with:
- The improvement Plans;
  - Evidence of completion of the actions included in the Plans;
  - the checklist of observations loaded in the computer system of Enel "One Safety Tool".
- 9)** It is understood that the Contractor will bear all costs, including those of training and management relating to its staff, resulting from the signing of this Protocol and the subsequent accession to the "One Safety" Project.
- 10)** On sites where the "One Safety" Project is implemented, control and audit processes defined by Enel and accepted by the Contractor are still in force for other activities outside the project.
- 11)** The signing of this document and, therefore, joining the "One Safety" Project :
- a) does not change in any way the content of the obligations imposed on the Parties under the contracts in progress between them;
  - b) does not in any way limit the liability for breach of contractual obligations and those imposed by law upon the Contractor, including, in particular, those relating to safety in workplaces.
- 12)** The effectiveness of this Memorandum, and thus the Contractor's adherence to the Memorandum, cease with the natural expiration (statutory term) of contracts in progress between the Parties.
- 13)** The Contractor is allowed to join the "One Safety" Project if it:
- a) has had its qualification suspended or cancelled as a result of serious injury or death (occurred in the course of performing contracts or subcontracts with Enel),
  - b) is kept under observation for having registered a Vendor Rating index for safety equal to or less than the threshold value.

However, in such cases, it is understood that the granting of bonus systems provided for in this Memorandum shall be subject to:

- a) the termination of the suspension or cancellation of the qualification;
- b) the achievement of a vendor rating index relating to safety equal to or higher than the threshold value.

- 14)** This Memorandum is deemed to be terminated as of right in the event that:
- a) a fatal or serious accident at work occurs due to the Contractor Company;
  - b) the Contractor not have sent a new improvement plan within six months of the completion of the previous plan;
  - c) the contract/s under which this document is executed is terminated or resolved as a result of exercising the right of termination.
- 15)** It is understood that the Contractor, in fulfilment of the obligations under this document, shall fully comply with the regulations protecting personal data.
- 16)** It is expressly agreed that Enel has the right to withdraw at any time and at its sole discretion from this Memorandum without paying any charge or compensation by sending, for this purpose, a written notice to the Contractor without prior notice.
- 17)** Enel retains the right to change the terms of contract should business needs so dictate.
- 18)** Notwithstanding the provisions in the "Handbook" in relation to the withdrawal of bonus, in every case withdrawal from or termination of the present Memorandum shall result in immediate revocation of the bonus.

At the end of its term, the Contractor, Consortium or Temporary Groupings/Associations of Companies (as defined in section 4), must return this Memorandum to Enel on headed paper showing the date, the double signature of the duly authorized legal representative or attorney, **with his identification document attached duly signed, and Appendix 1 completed and signed.**



# Memorandum of Understanding of the One Safety Project

PUBLIC USE

Revision [3] dated [September 2015]

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**Date**

**Contractor Signature<sup>1</sup>**

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The Contractor Enterprise declares it has read and accepts the clauses point no. 16 (right of withdrawal of Enel), 17 (Unilateral changes of the contract, and 18 (revocation of the bonus).

**Date**

**Contractor Signature**

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<sup>1</sup> Attach a copy of the identity document of the signatory with date and his signature.