	<p style="text-align: center;">ANNEX VI TO CONTRACT [NUMBER] CONTRACTUAL CLAUSES ON RADIOPROTECTION</p> <p>JRC-ISPRAs D&WM PROGRAMME MANAGEMENT ASSISTANCE SERVICES (PMAS)</p>	<p>JRC/IPR/2016/G.III.9/5008/OC</p> <p style="text-align: right;">Page 1 of 9</p>
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CONTRACTUAL CLAUSES ON RADIATION PROTECTION

ARTICLE 1 – Regulatory framework

The Contractor (hereinafter also referred to as the “Employer”) undertakes, as regards the staff assigned to the performance of this contract (the “Workers”) in Controlled and Surveilled Areas (jointly referred to as “Classified Areas”) of the JRC Ispra site, to comply with the laws and regulations governing radiation protection in Italy, and in particular the rules laid down by Legislative Decree No. 230 of 17 March 1995, and subsequent amendments and additions thereto (“Decree 230/95”).

Workers who are self-employed shall observe the provisions of this annex where applicable.

Accordingly:

Workers who perform work inside Classified Areas of the JRC, shall be classified, by the Employer and depending on the definition of the tasks assigned to them, as “**Exposed Workers of Category A**”, “**Exposed Workers of Category B**” and “**Self-employed and employed by third parties having specific duties within the company**” (“Non-Exposed Workers”) in accordance with and for the purposes of the provisions of Decree 230/95.

The Contractor must comply with the obligations set out in the following articles.


ARTICLE 2 - Documentation for access to Classified Areas

The Contractor shall provide all the documentation required for access to the Ispra Site and to Classified Areas.

The Contractor must also, in respect of each Worker carrying out activities in the Classified Areas and before these activities commence, supply the information specified in Forms 1 and 2 attached, depending on whether the person is classified as “Exposed Worker” or “Self-employed and employed by third parties having specific duties within the company”.

The Contractor also undertakes to supply documentation concerning:

- (a) the Worker's qualifications according to the collective labour agreement binding him/her to the company.

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- (b) for each worker concerned, a copy of an insurance policy covering the risk of accidents and illness caused by ionising radiation (insurance certificate, from the I.N.A.I.L. [National Institute for Insurance against Industrial Accidents] in the case of Italian workers, or from the competent insurance institution in other Member States or from a private insurer).

ARTICLE 3 - Monitoring of radiation protection

During the Worker's period of work at the JRC, the Employer agrees and will ensure that physical radiation protection monitoring will be performed in accordance with the JRC's own rules and procedures on radiation protection.

These rules are available on request from the Radiation Protection Sector.

The Employer reserves the right to request that the Qualified Expert appointed by the Contractor has access to the JRC for the purpose of conducting the examinations and tests necessary for his/her own work.

The Employer's Qualified Expert shall contact the JRC's own Qualified Expert.

ARTICLE 4 – Previous dose levels

The Contractor shall notify the JRC's Qualified Expert of the Workers' previous dose levels (for previous years and the current year) before work commences.

Depending on the work assignment, the JRC reserves the right, at its absolute discretion, not to accept any worker who has already been exposed to doses of radiation which are too high with regard to the estimated amounts for the performance of the work.

Moreover, for workers classified as "Exposed Worker", the JRC reserves the right, at its absolute discretion, not to accept such workers who, following the medical examinations referred to in Articles 84 and 85 of Legislative Decree No. 230/95, have been classified as being "suitable under certain conditions".

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ARTICLE 5 – Training on specific risks

Before service commences, and in agreement with the Employer and its Qualified Expert, the JRC's Qualified Expert shall inform workers of the specific risks to which they could be exposed in the workplace and of internal radiation protection rules, in line with the procedure stipulated in Article 9 (a) of this annex.

The Workers and the Employer will receive a copy of the certificate in respect of the training followed.

ARTICLE 6 – Dosimetric monitoring, radiotoxicological testing, direct internal contamination testing; PPE

At the request of the Employer (Form 3), the JRC shall provide the equipment necessary for individual TLD dosimetric monitoring, after consultation with the Employer's Qualified Expert.

All personal protection equipment shall be provided at the Employer's expense.

Upon completion of the work carried out by the Company at the JRC, the JRC's Qualified Expert shall notify the Employer and its Qualified Expert of the employee's dosimetric readings.

Radiotoxicological analysis of excreta and direct internal contamination measurements, by means of "whole body count", may be carried out at the JRC.

The Employer shall contact the JRC Medical Service to draw up a contract relating to the provision of the services referred to above, the cost of which shall be met by the Employer (even in case the services being requested by the JRC's Qualified Expert).

The Employer's Qualified Expert shall be obliged to notify the JRC's Qualified Expert of the required frequency of direct and indirect internal contamination testing.

ARTICLE 7 – Closure of file

The Employer undertakes to ensure that workers report to the JRC's Radiation Protection Sector, before leaving the Ispra site, in order to close the file.

Individual TLD dosimetric readers shall be returned to the Radiation Protection Sector.

ARTICLE 8 – Non-compliance

Any failure by the Contractor to implement the radiation protection rules or any other clause contained herein may constitute a breach of contract under the Article entitled “Termination by the Commission” contained in the general contractual conditions.

The JRC reserves the right to check and monitor the implementation of radiation protection rules by the Worker, in order to assess whether or not to terminate the contract.

ARTICLE 9 – Obligations on Workers of External Companies

The Contractor undertakes to ensure that its own staff comply with the following obligations:

- (a) they must attend a training course, prior to the actual commencement of the work, on the risks of ionising radiation and the procedures governing conduct and the performance of work within classified areas¹;
- (b) where deemed necessary by the JRC’s Qualified Expert, they must, at the beginning, during and/or at the end of their period of work with the JRC at Ispra, undergo all radiometric checks (‘whole body count’, radiotoxicology, etc) aimed at establishing the presence of internal contamination. The cost of these checks is to be borne by the Contractor;
- (c) at the end of the period of work at the JRC at Ispra, they must return dosimeters and contact the Radiation Protection Sector so that their file can be closed.

The Contractor is also required to ensure that its staff comply with the following procedures:

- (a) they must scrupulously follow the JRC’s own radiation protection rules;
- (b) they must notify the Radiation Protection Sector of any anomaly;
- (c) they must not introduce or consume food, drinks or cigarettes within areas classified as Controlled Areas;
- (d) they must not wear jewellery or use creams, lipstick, etc. in Controlled Areas;
- (e) when leaving the Controlled Area, they must remove the protective clothing (which must be put into specific drums) and check the presence of radioactive contamination on the body surface;
- (f) they must agree to be subjected, while on the JRC site, to examinations and inspections carried out by staff of the Security Services and Radiation Protection Sector as well as by the Medical Service and the Security Engineer;

¹ The staff of external companies and self-employed workers may not be assigned to tasks for which they have not been trained or informed about.

- (g) they must comply with any other obligations in accordance with Article 68 of Decree 230/95.

ARTICLE 10 – Communications from the Firm to the Qualified Expert

Where work involves the use of workers classified as “**Exposed Worker of Category A**” or “**Exposed Worker of Category B**”, the Contractor, in addition to meeting the requirements laid down in the preceding Articles, must also:

- (a) supply medical certificates attesting to the suitability of its staff for work in the presence of ionising radiation;
- (b) inform the JRC immediately if the classification of a worker accepted by the JRC changes during the period of service and is discovered as a result of the medical examinations referred to in Article 85 of Legislative Decree 230/95;
- (c) comply with all the legislative requirements attaching to the new classification;
- (d) notify the JRC’s Qualified Expert of the name of the Qualified Expert as referred to in Articles 77 *et seq.* of Legislative Decree No. 230/95, who shall have access to those work areas relating to the service stipulated by the contract.
- (e) the Contractor’s Qualified Expert must indicate to the Radiation Protection Sector any special operational requirements to be observed in the performance of the work.

ARTICLE 11 – Category A

Where work involves the use of workers classified as “**Exposed Worker of Category A**” the Contractor, in addition to meeting the requirements laid down in the preceding Articles, undertakes to:

- (a) provide documentation certifying the notification or authorisation of the Ministry as stipulated in Article 62(4) of Legislative Decree No 230/95;
- (b) supply all staff with the personal Radiation Protection Handbook referred to in Article 62(3) of Legislative Decree No 230/95;
- (c) at the end of the period of work, supply the Radiation Protection Sector with the personal radiation protection books to enable dose readings to be registered and documented.

**FORM 1: NOTIFICATION OF DATA RELATING TO THE PHYSICAL AND MEDICAL MONITORING OF STAFF EMPLOYED BY
OUTSIDE FIRMS CLASSIFIED AS “EXPOSED WORKER”**

<u>Company name</u>	
<u>Name, number and grade of Qualified Expert employed by the Company</u>	
<u>Name and number of the authorised/competent doctor employed by the Company</u>	

<u>Surname</u>	<u>First name</u>	<u>Date of birth</u>	<u>Category</u> (A/B)	<u>Suitability</u> ² (S, C, U)	<u>Conditions</u> ³	<u>Dose limit by period</u> (mSv)	<u>Period</u>

² Employees are classified as being suitable (S), suitable under certain conditions (C – further details to be given in the next column) or unsuitable (U), based on the results of the medical examinations referred to in Arts. 84 and 85 of Legislative Decree 230/95.

³ If the Contractor has to amend the classification or conditions for employment, the Company shall notify the JRC's Qualified Expert immediately.



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<u>Surname</u>	<u>First name</u>	<u>Date of birth</u>	<u>Category</u> (A/B)	<u>Suitability</u> ² (S, C, U)	<u>Conditions</u> ³	<u>Dose limit by period</u> (mSv)	<u>Period</u>

Date

Employer's stamp and signature

FORM 2: INFORMATION ON DATA CONCERNING THE PHYSICAL AND MEDICAL OBSERVATION OF “SELF-EMPLOYED AND EMPLOYED BY THIRD PARTIES HAVING SPECIFIC DUTIES WITHIN THE COMPANY”

Surname and first name.....

Date of birth


Maximum and minimum individual dosimetric reports relating to work performed in the presence of ionising radiation during the year.

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.....
.....
.....

A copy of each personal dosimetric report must be attached to this Form.

Date

Stamp and signature of the Employer or signature of self-employed worker

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FORM 3: FAX REQUESTING DOSIMETRIC MONITORING

HEADED PAPER

(Date and place where issued)

European Commission
Joint Research Centre, Ispra
NDU – Radiation Protection Sector, TP 800
Fax 0332.78.62.90

Attn: JRC's Qualified Expert

Re: Request for dosimetric monitoring of Employees

I, the undersigned, (*First name, surname*), as Employer from the Firm (*state company name*) hereby request that my staff (*please name staff members*) working in Controlled Areas (*list buildings and premises*) in the following capacities (*state the type of work*) from [*date*] to [*date*] be issued with dosimeters.

The employees in question are:

- (*First name, surname and date of birth*)

I undertake to notify JRC Unit NDU – Radiation Protection Sector – in the event of any change to staff members, work assigned and working areas.

Legible signature and stamp