



Council of the European Union
General Secretariat

DRAFT

FRAMEWORK CONTRACT FOR SERVICES

Contract number: *[complete]*

Internal number: *[complete]*

1. THE EUROPEAN UNION, represented by the General Secretariat of the Council ('the contracting authority'), represented for the purposes of signing this framework contract by **Kristin VAN HOOLST, Director of DGA 2B Buildings/Logistics**,

on the one part and

2. *[Full official name]*

[Official legal form]

[Statutory registration number or ID or passport number]

[Full official address]

[VAT registration number]

[appointed as the leader of the group by the members of the group that submitted the joint tender]

(*[collectively]* 'the contractor'), represented for the purposes of the signature of this framework contract by *[forename, surname, position of legal representative and name of company in the case of a joint tender]*,

on the other part,

HAVE AGREED

to the **special conditions**, the **general conditions for framework contracts** for services and the following annexes:

- Annex I** – Tender specifications
- Annex II** – Prices and financial conditions
- Annex III** – Model for purchase orders
- Annex IV** – Security measures
- Annex V** – Security verifications
- Annex VI** – Rules and instructions concerning health and safety

which form an integral part of this framework contract ('FWC').

The FWC sets out:

1. the procedure by which the contracting authority may order services from the contractor;
2. the provisions that apply to any *purchase order* which the contracting authority and the contractor may conclude under the FWC; and
3. the obligations of the parties during and after the duration of the FWC.

All documents issued by the contractor (end-user agreements, general terms and conditions, etc.), with the exception of its tender, are held inapplicable, unless explicitly mentioned in the special conditions of the FWC. In all circumstances, in the event of contradiction between the FWC and documents issued by the contractor, the FWC prevails, regardless of any provision to the contrary in the contractor's documents.

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I. SPECIAL CONDITIONS

I.1 ORDER OF PRIORITY OF PROVISIONS

If there is any conflict between different provisions in the FWC, the following rules must be applied:

- (a) the provisions set out in the special conditions take precedence over those in the other parts of the FWC;
- (b) the provisions set out in the general conditions take precedence over those in the *purchase order* (Annex III);
- (c) the provisions set out in the *purchase order* (Annex III) take precedence over those in the other annexes;
- (d) the provisions set out in the tender specifications (Annex I) take precedence over those in the prices and financial conditions (Annex II);
- (e) the provisions set out in the FWC take precedence over those in the *purchase orders*.
- (f) the provisions set out in the *purchase orders* take precedence over those in the *requests for services*;
- (g) the provisions set out in the *requests for services* take precedence over those in the specific tenders.

I.2 SUBJECT-MATTER

The subject-matter of the FWC is the upgrading and maintenance of the fire detection system in the Justus Lipsius building.

I.3 ENTRY INTO FORCE AND DURATION OF THE FWC

I.3.1 The FWC enters into force on the date on which the last party signs it.

I.3.2 The *performance of the FWC* cannot start before its entry into force.

I.3.3 The FWC is concluded for an estimated maximum period of 150 months with effect from the date of its entry into force. The estimated maximum initial period for the modernisation work is 30 months up to the date for provisional acceptance of the works. After that date the duration of the contract is 120 months for the maintenance services.

I.3.4 The parties must sign any *purchase order* before the FWC expires.

The FWC continues to apply to such *purchase orders* after its expiry. The services relating to such *purchase orders* must be performed no later than six months after the expiry of the FWC.

I.4 APPOINTMENT OF THE CONTRACTOR AND PERFORMANCE OF THE FWC

I.4.1 Appointment of the contractor

The contracting authority appoints the contractor for a single FWC.

I.4.2 Period of provision of the services

The period for the provision of the services starts to run from the date indicated in the *purchase order*.

I.4.3 Performance of single FWC

The contracting authority orders services by sending the contractor a *purchase order* in paper format.

Within 10 working days, the contractor must:

- (a) send the *purchase order* back to the contracting authority signed and dated; or
- (b) send an explanation of why it cannot accept the order.

If the contractor repeatedly refuses to sign the *purchase orders* or repeatedly fails to send them back on time, it may be considered in breach of its obligations under the FWC as set out in point (c) of Article II.18.1.

I.5 PRICES

I.5.1 Maximum amount of the FWC and maximum prices

The maximum amount covering all purchases in the *performance of the FWC* is EUR [amount in figures and in words]. However, this does not bind the contracting authority to purchase for the maximum amount.

The prices of the services are as listed in Annex II.

I.5.2 Price revision

Prices are fixed and not subject to revision during the first year of the FWC.

At the beginning of the second and every following year of the FWC, each price may be revised upwards or downwards, if such revision is requested by one of the parties by *formal notification* no later than three months before the anniversary of the date on which it was signed. On the anniversary date, the contracting authority must communicate the final index for the month in which the request was received, or failing that, the last provisional index available for that month. The contractor establishes the new price on this basis and communicates it as soon as possible to the contracting authority for verification. The contracting authority purchases on the basis of the prices in force on the date on which *purchase orders* are signed. Such prices are not subject to revision.

Revisions will be determined by the trend in the harmonised indices of consumer prices (HICP) published by Eurostat at <http://www.ec.europa.eu/eurostat/>¹.

Revision must be calculated in accordance with the following formula:

$$I_r$$

$$Pr = Po \times \left(\frac{I_r}{I_o} \right)$$

$$I_o$$

where:

Pr = revised price;

Po = price in the tender;

Io = index for the month in which the FWC enters into force;

Ir = index for the month in which the request to revise prices is received.

¹ Click on the 'Economy and finance' tab, then on 'Harmonised Indices of Consumer Prices (HICP)', 'Data' (on the left-hand side of the screen), 'MAIN TABLES', 'Main headings (2015=100)', '00. All items (global index)' and 'Euro area (19 countries)'.

I.6 PAYMENT ARRANGEMENTS

I.6.1 Pre-financing

Pre-financing is not applicable to the FWC.

I.6.2 Interim payment

1. In the exceptional case of certain specific tasks, the contractor (or leader in the case of a joint tender) may submit an invoice for interim payment equal to a percentage of the total price referred to in the relevant purchase order. In such particular cases, interim invoicing will be expressly provided for in the purchase order, in accordance with Article II.21.5. Invoices for interim payment must be accompanied by a provisional acceptance report or progress report setting out the agreed amount for invoicing.

The contractor (or leader in the case of a joint tender) must send an invoice via *e-PRIOR* for the interim payment as provided for in the tender specifications, accompanied by the following:

- *relevant progress report or deliverable result or reference to tender specifications or purchase order.*

2. The contracting authority must approve any submitted documents or deliverables and pay within 60 days from receipt of the invoice.

3. If the contracting authority has observations to make, it must send them to the contractor (or leader in the case of a joint tender) and suspend the time limit for payment in accordance with Article II.21.6. The contractor (or leader in the case of a joint tender) has 15 days to submit additional information or corrections or a new version of the documents if required by the contracting authority.

4. The contracting authority must give its approval and pay within the remainder of the time limit indicated in paragraph 2 unless it rejects, either partially or fully, the submitted documents or deliverables.

I.6.3 Payment of the balance

1. The contractor (or leader in the case of a joint tender) may claim the payment of the balance in accordance with Article II.21.5.

The contractor (or leader in the case of a joint tender) must send an invoice via *e-PRIOR* for payment of the balance due under a *purchase order*, as provided for in the tender specifications and accompanied by the following:

relevant final progress report or deliverable or reference to tender specifications or purchase order.

2. The contracting authority must approve the submitted documents or deliverables and pay within 60 days from receipt of the invoice.

3. If the contracting authority has observations to make, it must send them to the contractor (or leader in the case of a joint tender) and suspend the time limit for payment in accordance with Article II.21.6.

The contractor (or leader in the case of a joint tender) has 15 days to submit additional information or corrections or a new version of the documents if required by the contracting authority.

4. The contracting authority must give its approval and pay within the remainder of the time limit indicated in paragraph 2 unless it rejects, either partially or fully, the submitted documents or deliverables.

I.6.4 Performance guarantee

Performance guarantee is not applicable to the FWC.

I.6.5 Retention money guarantee

Retention money guarantee is not applicable to the FWC.

I.7 BANK ACCOUNT

Payments must be made to the contractor's (or leader's in the case of a joint tender) bank account denominated in euros, identified as follows:

Name of bank:

Full address of branch:

Exact name of account holder:

Full account number including bank codes:

[IBAN code²]

I.8 COMMUNICATION DETAILS

For the purpose of the FWC, communications must be sent to the following addresses:

Contracting authority:

Council of the European Union

General Secretariat

Buildings Unit

For the attention of the Head of Unit

Rue de la Loi/Wetstraat 175

1048 Bruxelles/Brussel, Belgium

Email: [complete]

Contractor (or leader in the case of a joint tender):

[Full name]

[Position]

[Company name]

[Full official address]

Email: [complete]

The parties must inform each other of any changes in these details.

I.9 DATA CONTROLLER

For the purpose of Article II.9, the data controller is the General Secretariat of the Council.

² BIC or SWIFT code for countries with no IBAN code.

I.10 EXPLOITATION OF THE RESULTS OF THE FWC

In accordance with Article II.13.1 whereby the Union acquires ownership of the *results* as defined in the FWC, including the tender specifications, these results may be used for any of the following modes of exploitation:

- (a) use for its own purposes:
 - making available to the staff of the contracting authority;
 - making available to the persons and entities working for the contracting authority or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States' institutions;
 - installing, uploading, processing;
 - arranging, compiling, combining, retrieving;
 - copying, reproducing in whole or in part and in an unlimited number of copies;
- (b) modifications by the contracting authority or by a third party in the name of the contracting authority, including:
 - modifying the content, the dimensions;
 - making technical changes to the content (necessary correction of technical errors), adding new parts or functionalities, changing functionalities, providing third parties with additional information concerning the *result* (e.g. source code) with a view to making modifications;
 - addition of new elements, paragraphs, titles, leads, bolds, legends, tables of content, summaries, graphics, subtitles, sound;
 - addition of metadata, for text and data-mining purposes; addition of right-management information; addition of technological protection measures;
- (c) rights to authorise, license, or sub-license in the case of licensed *pre-existing rights*, the modes of exploitation set out in points (a) and (b) to third parties.
- (d) other adaptations which the parties may later agree. In such a case, the contracting authority must consult the contractor. If necessary, the contractor must in turn seek the agreement of any *creator* or other right holder and must reply to the contracting authority within one month by providing its agreement, including any suggestions for modifications, free of charge. The contractor may refuse the intended modification only if a *creator* can demonstrate that the intended modification may harm his or her honour or reputation, thereby violating his or her moral rights.

The modes of exploitation may be defined in more detail in the *purchase order*.

I.10.2 Licence or transfer of pre-existing rights

All *pre-existing rights* incorporated in the *results*, if any, are licensed to the Union as set out in Article II.13.2.

I.10.3 Provision of list of pre-existing rights and documentary evidence

The contractor must provide the contracting authority with a list of *pre-existing rights* as set out in Article II.13.4, together with the invoice for payment of the balance at the latest.

I.11 TERMINATION BY EITHER PARTY

Either party may terminate the FWC or the FWC and *purchase orders* by sending *formal notification* to the other party with 9 (nine) months of written notice.

If the FWC or a *purchase order* is terminated:

- (a) neither party is entitled to compensation;
- (b) the contractor is entitled to payment only for the services provided before termination takes effect.

The second, third and fourth paragraphs of Article II.18.4 apply.

I.12 SERVICES PROVIDED ON THE PREMISES OF THE CONTRACTING AUTHORITY

Access to the premises of the contracting authority is conditional upon the rules set out in Annexes IV and V.

I.13 PROTECTION OF CLASSIFIED INFORMATION

Not applicable.

I.14 OTHER SPECIAL CONDITIONS

I.14.1 Penalties

By way of derogation from Article II.15.1 of the general conditions, the penalties are those listed in Annex I (tender specifications), section A, point 1.11.

I.14.2 Non-applicability of certain provisions

Due to the particularities of this contract the following provisions of the general conditions below do not apply: II.4.3.3, II.9.4-8, II.13.6-10, II.15.1, II.18.1(I), II.21.4.

SIGNATURES

For the contractor,

[*company name/forename/surname/position*]

Signature: _____

Done at [*place*], [*date*]

For the contracting authority,

Kristin VAN HOOLST
Director

Signature: _____

Done at [*place*], [*date*]

In duplicate in English.

II. GENERAL CONDITIONS FOR THE FRAMEWORK CONTRACT FOR SERVICES

II.1 DEFINITIONS

For the purpose of the FWC, the following definitions (indicated in *italics* in the text) apply:

'back office': the internal system(s) used by the parties to process electronic invoices;

'confidential information or document': any information or document received by either party from the other or accessed by either party in the context of the *performance of the FWC*, that any of the parties has identified in writing as confidential. It cannot include information that is publicly available;

'conflict of interest': a situation where the impartial and objective *performance of the FWC* by the contractor is compromised for reasons involving family, emotional life, political or national affinity, economic interest, or any other shared interest with the contracting authority or any third party related to the subject-matter of the FWC;

'creator': means any natural person who contributes to the production of the *result*;

'EDI message' (electronic data interchange): a message created and exchanged through the electronic transfer, from computer to computer, of commercial and administrative data using an agreed standard;

'e-PRIOR': the service-oriented communication platform that provides a series of web services and allows the exchange of standardised electronic messages and documents between the parties. This is done either through web services, with a machine-to-machine connection between the parties' *back office* systems (*EDI messages*), or through a web application (the *supplier portal*). The platform may be used to exchange electronic documents (e-documents) such as electronic invoices between the parties. Technical specifications (i.e. the *interface control document*), details on access and user manuals are available on the following website:

http://ec.europa.eu/dgs/informatics/supplier_portal/doc/um_supplier_portal_overview.pdf

'force majeure': any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the FWC. The situation or event must not be attributable to error or negligence on the part of the parties or on the part of the subcontractors and must prove to be inevitable despite their exercising due diligence. Defaults of service, defects in equipment or material or delays in making them available, labour disputes, strikes and financial difficulties may not be invoked as *force majeure*, unless they stem directly from a relevant case of *force majeure*;

'formal notification' (or 'formally notify'): form of communication between the parties made in writing by post or email, which provides the sender with compelling evidence that the message was delivered to the specified recipient;

'fraud': any intentional act or omission affecting the Union's financial interests relating to the use or presentation of false, incorrect or incomplete statements or documents or to non-disclosure of information in violation of a specific obligation;

'performance of the FWC': the purchase of services envisaged in the FWC through the signature and *implementation of purchase orders*;

'interface control document': the guideline document which lays down the technical specifications, message standards, security standards, checks of syntax and semantics, etc. to facilitate machine-to-machine connection. This document is updated on a regular basis;

'irregularity': any infringement of a provision of Union law resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the Union's budget;

'notification' (or 'notify'): form of communication between the parties made in writing, including by electronic means;

'purchase order': a simplified contract by which the contracting authority orders services under the FWC;

'implementation of a purchase order': the execution of tasks and delivery of the purchased services by the contractor to the contracting authority;

'personnel': persons employed directly or indirectly or contracted by the contractor to perform the FWC;

'pre-existing material': any material, document, technology or know-how which exists prior to the contractor using it for the production of a *result* in the *performance of the FWC*;

'pre-existing right': any industrial and intellectual property right on *pre-existing material*; it may be a right of ownership, a licence right and/or right of use belonging to the contractor, the *creator*, the contracting authority or to any other third parties;

'professional conflicting interest': a situation in which the contractor's previous or ongoing professional activities affect its capacity to perform the FWC or implement the *purchase order* to an appropriate quality standard;

'related person': any person who has the power to represent the contractor or to take decisions on its behalf;

'request for services': a document from the contracting authority requesting that the contractors in a multiple FWC provide a specific tender for services the terms of which are not fully defined under the FWC;

'result': any intended outcome of the *performance of the FWC*, whatever its form or nature, which is delivered and either finally or partially approved by the contracting authority. A *result* may be further defined in the FWC as a deliverable. A *result* may, in addition to materials produced by the contractor or at its request, also include *pre-existing materials*;

'substantial error': any infringement of a contract provision resulting from an act or omission, which causes or might cause a loss to the Union's budget;

'supplier portal': the *e-PRIOR* portal, which allows the contractor to exchange electronic business documents, such as invoices, through a graphical user interface; its main features can be found in the supplier portal overview document available on the following website:

http://ec.europa.eu/dgs/informatics/supplier_portal/doc/um_supplier_portal_overview.pdf

II.2 ROLES AND RESPONSIBILITIES IN THE EVENT OF A JOINT TENDER

In the event of a joint tender submitted by a group of economic operators and where the group does not have legal personality or legal capacity, one member of the group is appointed as leader of the group.

II.3 SEVERABILITY

Each provision of the FWC is severable and distinct from the others. If a provision is or becomes illegal, invalid or unenforceable to any extent, it must be severed from the remainder of the FWC. This does not affect the legality, validity or enforceability of any other provisions of the FWC, which continue in full force and effect. The illegal, invalid or unenforceable provision must be replaced by a legal, valid and enforceable substitute provision which corresponds as closely as possible with the actual intent of the parties under the illegal, invalid or unenforceable provision.

The replacement of such a provision must be made in accordance with Article II.11. The FWC must be interpreted as if it had contained the substitute provision as from its entry into force.

II.4 PROVISION OF SERVICES

- II.4.1** Signature of the FWC does not guarantee any actual purchase. The contracting authority is bound only by *purchase orders* performing the FWC.
- II.4.2** The contractor must provide services of a high quality standard, in accordance with the state of the art in the industry and the provisions of the FWC, in particular the tender specifications and the terms of its tender.
- II.4.3.1** The contractor must comply with the minimum requirements provided for in the tender specifications. This includes compliance with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU³.
- II.4.3.2** The contractor has sole responsibility for complying with any legal obligations incumbent on it, notably those resulting from tax and workplace safety legislation.
- II.4.3.3** [*Contractors who are natural persons are required to provide proof of their status as a self-employed person. For that purpose they must submit supporting documents concerning their social security cover and value added tax (VAT) status.*] - **Not applicable**
- II.4.4** The contractor has sole responsibility for taking the necessary steps to obtain any permit or licence required for *performance of the FWC* under Belgian laws and regulations.
- II.4.5** All periods specified in the FWC are calculated in calendar days, unless otherwise specified⁴.
- II.4.6** The contractor must not present itself as a representative of the contracting authority and must inform third parties that it is not part of the European public service.
- II.4.7.1** The FWC must be performed in such a way as to exclude the possibility of the contractor or its *personnel* executing tasks under conditions identical to the working conditions of a person employed by the contracting authority. The contractor or its *personnel* must not be incorporated into the contracting authority's administrative organisation.
- II.4.7.2** In the framework of its employment or service relationships with its *personnel* the contractor must indicate that:
- a) *personnel* executing the tasks assigned to the contractor may not receive orders directly from the contracting authority;
 - b) the contracting authority may not under any circumstances be considered to be the *personnel's* employer and the said *personnel* must undertake not to invoke in respect of the contracting authority any right arising from the contractual relationship between the contracting authority and the contractor.
- II.4.8** The contractor must ensure that the *personnel* performing the FWC and any future replacement *personnel* possess the professional qualifications and experience required to provide the services, as the case may be on the basis of the selection criteria set out in the tender specifications.

³ OJ L 94, 28.3.2014, p. 65.

⁴ If working days are to be used, please be aware of the difference between the European institutions' official calendar and national calendars.

II.4.9.1 At the contracting authority's reasoned request, the contractor must replace any member of *personnel* who:

- a) does not have the expertise required to provide the services; or
- b) has caused disruption on the premises of the contracting authority.

The contractor bears the cost of replacing its *personnel* and is responsible for any delay in providing the services resulting from the replacement of *personnel*.

II.4.9.2 If the contractor's *personnel* are working in the contracting authority's buildings, the contractor must replace, immediately and without compensation, any person considered undesirable by the contracting authority. The contractor will be responsible for any delay in the execution of the tasks assigned to it which results from the replacement of *personnel* in accordance with this paragraph.

II.4.10 The contractor must provide the contracting authority with any information it may request for the management of the FWC. Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the contractor must, immediately and on its own initiative, record it and report it to the contracting authority. The report must include a description of the problem, the date on which it started and the remedial action taken by the contractor to ensure full compliance with its obligations under the FWC. In such an event the contractor must give priority to solving the problem rather than determining liability.

II.5 COMMUNICATION BETWEEN THE PARTIES

II.5.1 Form and means of communication

Any communication of information, notices or documents under the FWC must:

- a) be made in writing in paper or electronic format in the language of the contract;
- b) bear the FWC number and, if applicable, the *purchase order* number;
- c) be made using the relevant communication details set out in Article I.8; and
- d) be sent by post or email.

If a party requests written confirmation of an email within a reasonable time, the other party must provide an original signed paper version of the communication as soon as possible.

The parties agree that any communication made by email has full legal effect and is admissible as evidence in judicial proceedings.

II.5.2 Date of communications by post and email

Any communication is deemed to have been made when the receiving party receives it, unless the FWC refers to the date when the communication was sent.

An email is deemed to have been received by the receiving party on the day of dispatch of that email, provided that it is sent to the email address indicated in Article I.8. The sending party must be able to prove the date of dispatch. In the event that the sending party receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or post. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Post sent to the contracting authority is deemed to have been received by the contracting authority on the date on which the department responsible referred to in Article I.8 registers it.

Formal notifications are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the message has been delivered to the specified recipient.

II.5.3 Submission of financial documents via *e-PRIOR* and validity of these documents

- II.5.3.1** For communication of financial documents the parties agree that the contractor will either use the *supplier portal* or take the necessary measures to mutually use EDI.
- II.5.3.2** The parties hereby agree that any financial document and related attachments exchanged through the *supplier portal* or through a direct connection established between the contractor and the contracting authority's *back offices* will have the same legal effects as paper invoices and will be admissible as evidence in legal proceedings.
- II.5.3.3** The contracting authority must take the necessary measures to implement and maintain electronic systems that enable the *supplier portal* to be used effectively. The electronic systems are specified in the Supplier Portal Overview⁵ and e-Invoicing User Manual⁶.
- II.5.3.4** Should a direct connection be established between the contractor and the contracting authority's *back offices* to allow electronic transfer of financial documents, both parties must take the measures necessary on their side to implement and maintain electronic systems that enable EDI to be used effectively. The electronic systems are specified in the *interface control document*⁷.
- II.5.3.5** If communication via the *supplier portal* or EDI communication, as appropriate, is hindered by factors beyond the control of one party, it must notify the other immediately and the parties must take the necessary measures to restore this communication.
- II.5.3.6** If it is impossible to have the *supplier portal* or EDI communication restored within a period of two working days, the contracting authority will notify the contractor that an alternative messaging form will be used, i.e. paper messaging or email, until the *supplier portal* or EDI communication, as appropriate, is restored.
- II.5.3.7** If it is impossible for the contractor to have the communication restored within a period of two working days, the contractor will notify the contracting authority that an alternative messaging form will be used, i.e. paper messaging or email, until the *supplier portal* or EDI communication, as appropriate, is restored.
- II.5.3.8** The contractor must be notified of changes in the *interface control document*. When such a change requires adaptations by the contractor, then the contractor will have a period of six months to implement this change. This period can be shortened upon mutual agreement of the parties. This period of six months does not apply to urgent measures required by the security policy for the information systems of the contracting authority to ensure the integrity, confidentiality and non-repudiation of information and the availability of *e-PRIOR*.

⁵ Please see http://ec.europa.eu/dgs/informatics/supplier_portal/doc/um_supplier_portal_overview.pdf

⁶ Please see http://ec.europa.eu/dgs/informatics/supplier_portal/doc/um_sp_e-invoicing.pdf

⁷ The document is available for consultation at <https://circabc.europa.eu/w/browse/5290b7b0-8ca8-454b-87eb-0ac990362861>

II.5.4 Validity and acceptance of electronic invoices

- II.5.4.1** The parties agree that an invoice, sent via the *supplier portal*, qualifies as an electronic invoice.
- II.5.4.2** Similarly, should a direct connection be established between the contractor and the contracting authority's *back offices* to allow electronic transfer of financial documents, the parties agree that a financial document, sent as mentioned in the *interface control document*, qualifies as an *EDI message*.
- II.5.4.3** Where a financial document is dispatched through the *supplier portal*, it is deemed to have been legally issued or sent when the contractor is able to successfully submit the financial document without any error messages. The PDF and XML documents generated in relation to the financial document are to be considered as proof of receipt by the contracting authority.
- II.5.4.4** Where a financial document is dispatched using a direct connection established between the contractor and the contracting authority's *back offices*, the financial document is deemed to have been legally issued or sent when its status is 'received' as defined in the *interface control document*.

II.5.5 Storage of electronic invoices and safety measures

- II.5.5.1** When using the *supplier portal*, the contractor must, for each electronic invoice, download the PDF and XML message as applicable within one year of submission, and store them securely together with the related attachments, if any, in accordance with the time limits and specifications prescribed by the applicable legislative requirements. After the end of the one-year period copies of the financial documents will no longer be available for automatic download from the system.
- II.5.5.2** All *EDI messages* exchanged by the parties must be stored by each party, unaltered and securely, in accordance with the time limits and specifications prescribed by the applicable legislative requirements.
- II.5.5.3** When using a direct connection for the electronic transfer of financial documents, the parties must take the necessary measures to implement and maintain safety measures and procedures in order to adequately prevent messages from incurring any delays, being corrupted as to content or form, or being lost.
- II.5.5.4** In all cases the parties must strive to prevent third parties from obtaining unauthorised access to messages.
- II.5.5.5** If the use of safety measures and procedures leads to the rejection of or detection of one or more errors in an *EDI message*, the receiver must inform the sender thereof as soon as possible, but at the latest within two calendar days.

II.6 LIABILITY

- II.6.1** The contracting authority is not liable for any damage or loss caused by the contractor, including any damage or loss to third parties during or as a consequence of *performance of the FWC*.
- II.6.2** If required by the relevant applicable legislation, the contractor must take out an insurance policy against risks and damage or loss relating to the *performance of the FWC*. It must also take out supplementary insurance as reasonably required by standard practice in the industry. Upon request, the contractor must provide the contracting authority with evidence of insurance cover.

- II.6.3** The contractor is liable for any loss or damage caused to the contracting authority during or as a consequence of *performance of the FWC*, including in the event of subcontracting, but only up to an amount not exceeding three times the total amount of the relevant *purchase order*. However, if the damage or loss is caused by the gross negligence or wilful misconduct of the contractor or of its *personnel* or subcontractors, the contractor is liable for the whole amount of the damage or loss.
- II.6.4** If a third party brings any action against the contracting authority in connection with the *performance of the FWC*, including any action for alleged breach of intellectual property rights, the contractor must assist the contracting authority in the legal proceedings, including by intervening in support of the contracting authority upon request.
- If the contracting authority's liability towards the third party is established and if such liability is caused by the contractor during or as a consequence of the *performance of the FWC*, Article II.6.3 applies.
- II.6.5** If the contractor is composed of two or more economic operators (i.e. which submitted a joint tender), they are all jointly and severally liable to the contracting authority for the *performance of the FWC*.
- II.6.6** The contracting authority is not liable for any loss or damage caused to the contractor during or as a consequence of *performance of the FWC*, unless the loss or damage was caused by wilful misconduct or gross negligence of the contracting authority.

II.7 CONFLICTS OF INTEREST AND PROFESSIONAL CONFLICTING INTERESTS

- II.7.1** The contractor must take all the necessary measures to prevent any situation of *conflict of interest* or *professional conflicting interest*.
- II.7.2** The contractor must *notify* the contracting authority in writing as soon as possible of any situation that could constitute a *conflict of interest* or a *professional conflicting interest* during the *performance of the FWC*. The contractor must immediately take action to rectify the situation.

The contracting authority may do any of the following:

- a) verify that the contractor's action is appropriate;
- b) require the contractor to take further action within a specified deadline;
- c) decide not to award a *purchase order* to the contractor.

- II.7.3** The contractor must pass on all the relevant obligations in writing to:

- a) its *personnel*;
- b) any natural person with the power to represent it or take decisions on its behalf;
- c) third parties involved in the *performance of the FWC*, including subcontractors.

The contractor must also ensure that the persons referred to above are not placed in a situation which could give rise to *conflicts of interest*.

II.8 CONFIDENTIALITY

- II.8.1** The contracting authority and the contractor must treat with confidentiality any information or documents, in any format, disclosed in writing or orally, relating to the *performance of the FWC* and identified in writing as confidential.

II.8.2 Each party must:

- (a) not use *confidential information or documents* for any purpose other than to perform its obligations under the FWC or a *purchase order* without the prior written agreement of the other party;
- (b) ensure the protection of such *confidential information or documents* with the same level of protection as its own *confidential information or documents* and in any case with due diligence;
- (c) not disclose, directly or indirectly, *confidential information or documents* to third parties without the prior written agreement of the other party.

II.8.3 The confidentiality obligations set out in this Article are binding on the contracting authority and the contractor during the *performance of the FWC* and for as long as the information or documents remain confidential unless:

- (a) the disclosing party agrees to release the receiving party from the confidentiality obligation earlier;
- (b) the *confidential information or documents* become public through means other than a breach of the confidentiality obligation;
- (c) the applicable law requires the disclosure of the *confidential information or documents*.

II.8.4 The contractor must obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the *performance of the FWC*, a commitment that they will comply with this Article. At the request of the contracting authority, the contractor must provide documentary evidence of this commitment.

II.9 PROCESSING OF PERSONAL DATA

II.9.1 Any personal data included in the FWC must be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data must be processed by the data controller solely for the purposes of the performance, management and monitoring of the FWC. This does not affect its possible transmission to bodies entrusted with monitoring or inspection tasks in application of Union law.

II.9.2 The contractor has the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.

II.9.3 The contractor has right of recourse at any time to the European Data Protection Supervisor.

[II.9.4] *If the FWC requires the contractor to process any personal data, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which data subjects may exercise their rights.*

II.9.5 *The contractor must grant personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the FWC.*

II.9.6 *The contractor must adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature of the personal data concerned, in order to:*

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:*
 - (i) unauthorised reading, copying, alteration or removal of storage media;*
 - (ii) unauthorised data inputting, as well as any unauthorised disclosure, alteration or erasure of stored personal data;*
 - (iii) unauthorised use of data processing systems by means of data transmission facilities;*
- (b) ensure that authorised users of a data processing system can access only the personal data to which their access right refers;*
- (c) record which personal data have been communicated, when and to whom;*
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting authority;*
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;*
- (f) design its organisational structure in such a way that it meets data protection requirements.*

II.9.7 *Any request from a third party to the FWC [be it a private person or any public authority] for disclosure of personal data held by the contractor or to which the contractor has access must be immediately communicated to the contracting authority.*

II.9.8 *An infringement by the contractor or its personnel of the provisions defined in this Article constitutes a breach of the FWC entitling the contracting authority to terminate the FWC with immediate effect at the contractor's expense and will render the latter liable for damages, with interest, for any resulting loss.] - Not applicable*

II.10 SUBCONTRACTING

II.10.1 The contractor must not subcontract and have the FWC performed by third parties beyond the third parties already mentioned in its tender without prior written authorisation from the contracting authority.

II.10.2 Even if the contracting authority authorises subcontracting, the contractor remains bound by its contractual obligations and is solely responsible for the *performance of the FWC*.

II.10.3 The contractor must ensure that the subcontract does not affect the rights of the contracting authority under the FWC, particularly those under Articles II.8, II.13 and II.23.

II.10.4 The contracting authority may request that the contractor replace a subcontractor found to be in a situation provided for in points (d) and (e) of Article II.18.1.

II.11 AMENDMENTS

II.11.1 Any amendment to the FWC or to a *purchase order* must be made in writing before all contractual obligations have been fulfilled. A *purchase order* does not constitute an amendment to the FWC.

- II.11.2** An amendment must not make changes to the FWC or to a *purchase order* that might alter the initial conditions of the procurement procedure or result in unequal treatment of tenderers or contractors.

II.12 ASSIGNMENT

- II.12.1** The contractor must not assign any of the rights and obligations arising from the FWC, including claims for payments or factoring, without prior written authorisation from the contracting authority. In such cases, the contractor must provide the contracting authority with the identity of the intended assignee.
- II.12.2** Any right or obligation assigned by the contractor without authorisation is not enforceable against the contracting authority.

II.13 INTELLECTUAL PROPERTY RIGHTS

II.13.1 Ownership of the rights in the results

The Union irrevocably acquires worldwide ownership of the *results* and of all intellectual property rights under the FWC. The intellectual property rights so acquired include any rights, such as copyright and other intellectual or industrial property rights, to any of the *results* and to all technological solutions and information created or produced by the contractor or by its subcontractor in *performance of the FWC*. The contracting authority may exploit and use the acquired rights as stipulated in the FWC. The Union acquires all the rights from the moment the contracting authority approves the *results* delivered by the contractor. Such delivery and approval are deemed to constitute an effective assignment of rights from the contractor to the Union.

The payment of the price includes any fees payable to the contractor in relation to the acquisition of ownership of rights by the Union including for all forms of exploitation and of use of the *results*.

II.13.2 Licensing rights on pre-existing materials

Unless provided otherwise in the special conditions, the Union does not acquire ownership of *pre-existing rights* under the FWC.

The contractor licenses the *pre-existing rights* on a royalty-free, non-exclusive and irrevocable basis to the Union, which may use the *pre-existing materials* for all the modes of exploitation set out in the FWC or in *purchase orders*. All *pre-existing rights* are licensed to the Union from the moment the *results* are delivered and approved by the contracting authority.

The licensing of *pre-existing rights* to the Union under the FWC covers all territories worldwide and is valid for the duration of intellectual property rights protection.

The payment of the price as set out in the *purchase orders* is deemed to also include any fees payable to the contractor in relation to the licensing of *pre-existing rights* to the Union, including for all forms of exploitation and of use of the *results*.

Where *performance of the FWC* requires that the contractor use *pre-existing materials* belonging to the contracting authority, the contracting authority may request that the contractor sign an adequate licence agreement. Such use by the contractor will not entail any transfer of rights to the contractor and is limited to the needs of the FWC.

II.13.3 Exclusive rights

The Union acquires the following exclusive rights:

- a) reproduction: the right to authorise or prohibit direct or indirect, temporary or permanent reproduction of the *results* by any means (mechanical, digital or other) and in any form, in whole or in part;
- b) communication to the public: the exclusive right to authorise or prohibit any display, performance or communication to the public, by wired or wireless means, including the making available to the public of the *results* in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- c) distribution: the exclusive right to authorise or prohibit any form of distribution of *results* or copies of the *results* to the public, by sale or otherwise;
- d) rental: the exclusive right to authorise or prohibit rental or lending of the *results* or of copies of the *results*;
- e) adaptation: the exclusive right to authorise or prohibit any modification of the *results*;
- f) translation: the exclusive right to authorise or prohibit any translation, adaptation, arrangement or creation of derivative works based on the *results*, and any other alteration of the *results*, subject to the respect of moral rights of authors, where applicable;
- g) where the results are or include a database: the exclusive right to authorise or prohibit the extraction of all or a substantial part of the contents of the database to another medium by any means or in any form; and the exclusive right to authorise or prohibit the reutilisation of all or a substantial part of the contents of the database by the distribution of copies, by renting, by online or other forms of transmission;
- h) where the *results* are or include patentable subject-matter: the right to register them as a patent and to further exploit such a patent to the fullest extent;
- i) where the *results* are or include logos or subject-matter which could be registered as a trademark: the right to register that logo or subject-matter as a trademark and to further exploit and use it;
- j) where the *results* are or include know-how: the right to use such know-how as is necessary to make use of the *results* to the full extent provided for by the FWC, and the right to make it available to contractors or subcontractors acting on behalf of the contracting authority, subject to their signing of adequate confidentiality undertakings where necessary;
- k) where the *results* are documents:
 - (i) the right to authorise the reuse of the documents in accordance with the Commission Decision of 12 December 2011 on the reuse of Commission documents (2011/833/EU), to the extent it is applicable and the documents fall within its scope and are not excluded by any of its provisions; for the sake of this provision, 'reuse' and 'document' have the meaning given to them by this Decision;
 - (ii) the right to store and archive the *results* in line with the document management rules applicable to the contracting authority, including digitisation or converting the format for preservation or new use purposes;
- l) where the *results* are or incorporate software, including source code, object code and, where relevant, documentation, preparatory materials and manuals, in addition to the other rights mentioned in this Article:

- (i) end-user rights, for all uses by the Union or by subcontractors acting on behalf of the Union, which result from the FWC and from the intention of the parties;
- (ii) the rights to decompile or disassemble the software;
- m) to the extent that the contractor may invoke moral rights, the right for the contracting authority, except where otherwise provided in the FWC, to publish the *results* with or without mentioning the name(s) of the *creator(s)*, and the right to decide when and whether the *results* may be disclosed and published.

The contractor warrants that the exclusive rights and the modes of exploitation may be exercised by the Union on all parts of the *results*, irrespective of whether they are created by the contractor or consist of *pre-existing materials*.

Where pre-existing materials are inserted in the results, the contracting authority may accept reasonable restrictions impacting on the above list, provided that the said materials are easily identifiable and separable from the rest, that they do not correspond to substantial elements of the results, and that, should the need arise, satisfactory replacement solutions exist, at no additional cost to the contracting authority. In such a case, the contractor must inform the contracting authority before making such a choice and the contracting authority has the right to refuse it.

II.13.4 Identification of pre-existing rights

When delivering the *results*, the contractor must warrant that, for any use that the contracting authority may envisage within the limits set in the FWC, the *results* and the *pre-existing material* incorporated in the *results* are free of claims from *creators* or from any third parties and all the necessary *pre-existing rights* have been obtained or licensed.

To that effect, the contractor must establish a list of all *pre-existing rights* to the *results* of the FWC or parts thereof, including identification of the rights' owners. If there are no *pre-existing rights* to the *results*, the contractor must provide a declaration to that effect. The contractor must provide the contracting authority with this list or declaration, together with the invoice for payment of the balance at the latest.

II.13.5 Evidence of granting of pre-existing rights

Upon request by the contracting authority, the contractor must provide evidence that it has ownership of, or the right to use, all the listed *pre-existing rights*, except for the rights owned or licensed by the Union. The contracting authority may request this evidence even after the end of the FWC.

This evidence may refer, for example, to rights to: parts of other documents, images, graphs, fonts, tables, data, software, technical inventions, know-how, IT development tools, routines, subroutines or other programs ('background technology'), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

This evidence must include, as appropriate:

- a) the name and version number of a software product;
- b) the full identification of the work and its author, developer, *creator*, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;
- d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the *results* were created by its *personnel*;
- e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities if it is found that it does not hold the necessary rights, regardless of when and by whom this fact is revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final *results*.

II.13.6 [Quotation of works in the result]

In the result, the contractor must clearly point out all quotations of existing works. The complete reference should include, as appropriate, the following: name of the author, title of the work, date and place of publication, date of creation, address of publication on the internet, number, volume and other information that allows the origin to be easily identified.

II.13.7 Moral rights of creators

By delivering the results, the contractor warrants that the creators will not object to the following on the basis of their moral rights under copyright:

- a) that their names be mentioned or not mentioned when the results are presented to the public;*
- b) that the results be divulged or not after they have been delivered in their final version to the contracting authority;*
- c) that the results be adapted, provided that this is done in a manner which is not prejudicial to the creator's honour or reputation.*

If moral rights on parts of the results protected by copyright exist, the contractor must obtain the consent of creators regarding the granting or waiver of the relevant moral rights in accordance with the applicable legal provisions and be ready to provide documentary evidence upon request.

II.13.8 Image rights and sound recordings

If natural persons appear in a result or their voice or any other private element is recorded in a recognisable manner, the contractor must obtain a statement by these persons (or, in the case of minors, by the persons exercising parental authority) giving their permission for the described use of their image, voice or private element and, on request, submit a copy of the permission to the contracting authority. The contractor must take the necessary measures to obtain such consent in accordance with the applicable legal provisions.

II.13.9 Copyright notice for pre-existing rights

When the contractor retains pre-existing rights on parts of the results, reference must be inserted to that effect when the result is used as set out in Article I.10.1, with the following disclaimer: '© — year — European Union. All rights reserved. Certain parts are licensed under conditions to the EU', or with any other equivalent disclaimer as the contracting authority may consider best appropriate, or as the parties may agree on a case-by-case basis. This does not apply where inserting such reference would be impossible, notably for practical reasons.

II.13.10 Visibility of Union funding and disclaimer

*When making use of the results, the contractor must declare that they have been produced under a contract with the Union and that the opinions expressed are those of the contractor only and do not represent the contracting authority's official position. The contracting authority may waive this obligation in writing or provide the text of the disclaimer.] - **Not applicable***

II.14 FORCE MAJEURE

- II.14.1** If a party is affected by *force majeure*, it must immediately *notify* the other party, stating the nature of the circumstances, their likely duration and foreseeable effects.
- II.14.2** A party is not liable for any delay or failure to perform its obligations under the FWC if that delay or failure is a result of *force majeure*. If the contractor is unable to fulfil its contractual obligations owing to *force majeure*, it has the right to remuneration only for the services actually provided.
- II.14.3** The parties must take all necessary measures to limit any damage due to *force majeure*.

II.15 LIQUIDATED DAMAGES

II.15.1 [Delay in delivery]

If the contractor fails to perform its contractual obligations within the applicable time limits set out in the FWC, the contracting authority may claim liquidated damages for each day of delay using the following formula:

$$0.3 \times (V/d)$$

where:

V is the price of the relevant purchase or deliverable or result;

d is the duration specified in the relevant purchase order for delivery of the relevant purchase or deliverable or result or, failing that, the period between the date specified in Article I.4.2 and the date of delivery or performance specified in the relevant purchase order, expressed in days.

Liquidated damages may be imposed, together with a reduction in price under the conditions laid down in Article II.16.] - Not applicable

II.15.2 Procedure

The contracting authority must *formally notify* the contractor of its intention to apply liquidated damages and the corresponding calculated amount.

The contractor has 30 days following the date of receipt to submit observations. Failing that, the decision becomes enforceable the day after the time limit for submitting observations has elapsed.

If the contractor submits observations, the contracting authority, taking into account the relevant observations, must *notify* the contractor:

- (a) of the withdrawal of its intention to apply liquidated damages; or
- (b) of its final decision to apply liquidated damages and the corresponding amount.

II.15.3 Nature of liquidated damages

The parties expressly acknowledge and agree that any amount payable under this Article is not a penalty and represents a reasonable estimate of fair compensation for the damage incurred due to failure to provide the services within the applicable time limits set out in the FWC.

II.15.4 Claims and liability

Any claim for liquidated damages does not affect the contractor's actual or potential liability or the contracting authority's rights under Article II.18.

II.16 REDUCTION IN PRICE

II.16.1 Quality standards

If the contractor fails to provide the services in accordance with the FWC or a *purchase order* ('unperformed obligations') or if it fails to provide the services in accordance with the expected quality levels specified in the tender specifications ('low-quality delivery'), the contracting authority may reduce or recover payments proportionally to the seriousness of the unperformed obligations or low-quality delivery. This includes in particular cases where the contracting authority cannot approve a *result*, report or deliverable as defined in Article I.6 after the contractor has submitted the required additional information, correction or new version.

A reduction in price may be imposed, together with liquidated damages under the conditions of Article II.15.

II.16.2 Procedure

The contracting authority must *formally notify* the contractor of its intention to reduce payment and the corresponding calculated amount.

The contractor has 30 days following the date of receipt to submit observations. Failing that, the decision becomes enforceable the day after the time limit for submitting observations has elapsed.

If the contractor submits observations, the contracting authority, taking into account the relevant observations, must *notify* the contractor:

- (a) of the withdrawal of its intention to reduce payment; or
- (b) of its final decision to reduce payment and the corresponding amount.

II.16.3 Claims and liability

Any reduction in price does not affect the contractor's actual or potential liability or the contracting authority's rights under Article II.18.

II.17 SUSPENSION OF THE PERFORMANCE OF THE FWC

II.17.1 Suspension by the contractor

If the contractor is affected by *force majeure*, it may suspend the provision of the services under a *purchase order*.

The contractor must immediately *notify* the contracting authority of the suspension. The *notification* must include a description of the *force majeure* and state when the contractor expects to resume the provision of services.

The contractor must *notify* the contracting authority as soon as it is able to resume *implementation of the purchase order*, unless the contracting authority has already terminated the FWC or the *purchase order*.

II.17.2 Suspension by the contracting authority

The contracting authority may suspend the *performance of the FWC* or *implementation of a purchase order* or any part of them:

- (a) if the procedure for awarding the FWC or a *purchase order* or the *performance of the FWC* proves to have been subject to *substantial errors, irregularities or fraud*;
- (b) in order to verify whether the presumed *substantial errors, irregularities or fraud* actually occurred.

The contracting authority must *formally notify* the contractor of the suspension. Suspension takes effect on the date of *formal notification*, or at a later date if the *formal notification* so provides.

The contracting authority must *notify* the contractor as soon as possible whether:

- a) it is lifting the suspension; or
- b) it intends to terminate the FWC or a *purchase order* under point (f) or (j) of Article II.18.1.

The contractor is not entitled to compensation for suspension of any part of the FWC or a *purchase order*.

II.18 TERMINATION OF THE FWC

II.18.1 Grounds for termination by the contracting authority

The contracting authority may terminate the FWC or a *purchase order* in the following circumstances:

- a) if provision of the services under a pending *purchase order* has not actually started within 15 days of the scheduled date and the contracting authority considers the new date proposed, if any, unacceptable, taking into account Article II.11.2;
- b) if the contractor is unable, through its own fault, to obtain any permit or licence required for *performance of the FWC*;
- c) if the contractor does not perform the FWC or implement the *purchase order* in accordance with the tender specifications or *request for services* or is in breach of another substantial contractual obligation or repeatedly refuses to sign *purchase orders*. Termination of three or more *purchase orders* in these circumstances also constitutes grounds for termination of the FWC;
- d) if the contractor or any person that assumes unlimited liability for the debts of the contractor is in one of the situations provided for in points (a) and (b) of Article 106(1) of the Financial Regulation⁸;
- e) if the contractor or any *related person* is subject to any of the situations provided for in points (c) to (f) of Article 106(1) or to Article 106(2) of the Financial Regulation;
- f) if the procedure for awarding the FWC or the *performance of the FWC* proves to have been subject to *substantial errors, irregularities or fraud*;
- g) if the contractor does not comply with applicable obligations under environmental, social and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU;
- h) if the contractor is in a situation that could constitute a *conflict of interest* or a *professional conflicting interest* as referred to in Article II.7;
- i) if a change to the contractor's legal, financial, technical, organisational or ownership situation is likely to substantially affect the *performance of the FWC* or substantially modify the conditions under which the FWC was initially awarded;
- j) in the event of *force majeure*, where either resuming performance is impossible or the necessary ensuing amendments to the FWC or to a *purchase order* would mean that the tender specifications are no longer fulfilled or result in unequal treatment of tenderers;

⁸ Regulation (EU, Euratom) No 966/2012 on the financial rules applicable to the general budget of the Union, as amended:

<http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:32012R0966>

- k) if the needs of the contracting authority change and it no longer requires new services under the FWC; in such cases ongoing *purchase orders* remain unaffected;
- l) *[if the termination of the FWC with one or more of the contractors means that the multiple FWC with reopening of competition no longer has the minimum required level of competition.] - Not applicable*

II.18.2 Grounds for termination by the contractor

The contractor may terminate the FWC or a *purchase order* if:

- a) it has evidence that the contracting authority has committed *substantial errors, irregularities or fraud* in the procedure for awarding the FWC or the *performance of the FWC*;
- b) the contracting authority fails to comply with its obligations, in particular the obligation to provide the information needed for the contractor to perform the FWC or to implement a *purchase order* as provided for in the tender specifications.

II.18.3 Procedure for termination

A party must *formally notify* the other party of its intention to terminate the FWC or a *purchase order* and the grounds for termination.

The other party has 30 days following the date of receipt to submit observations, including the measures it has taken to continue fulfilling its contractual obligations. Failing that, the decision to terminate becomes enforceable the day after the time limit for submitting observations has elapsed.

If the other party submits observations, the party intending to terminate must *formally notify* it either of the withdrawal of its intention to terminate or of its final decision to terminate.

In the cases referred to in points (a) to (d), (g) to (i), and (k) of Article II.18.1 and in Article II.18.2, the date on which the termination takes effect must be specified in the *formal notification*.

In the cases referred to in points (e), (f) and (j) of Article II.18.1, the termination takes effect on the day following the date on which the contractor receives *notification* of termination.

In addition, at the request of the contracting authority and regardless of the grounds for termination, the contractor must provide all necessary assistance, including information, documents and files, to allow the contracting authority to complete, continue or transfer the services to a new contractor or internally, without interruption or adverse effect on the quality or continuity of the services. The parties may agree to draw up a transition plan detailing the contractor's assistance unless such a plan is already detailed in other contractual documents or in the tender specifications. The contractor must provide such assistance at no additional cost, unless it can demonstrate that it requires substantial additional resources or means, in which case it must provide an estimate of the costs involved and the parties will negotiate an arrangement in good faith.

II.18.4 Effects of termination

The contractor is liable for damage incurred by the contracting authority as a result of the termination of the FWC or a *purchase order*, including the cost of appointing another contractor to provide or complete the services, unless the damage was caused by a situation specified in points (j) or (k) of Article II.18.1 or in Article II.18.2. The contracting authority may claim compensation for such damage.

The contractor is not entitled to compensation for any loss resulting from the termination of the FWC or a *purchase order*, including loss of anticipated profits, unless the loss was caused by the situation specified in Article II.18.2.

The contractor must take all appropriate measures to minimise costs, prevent damage and cancel or reduce its commitments.

Within 60 days of the date of termination, the contractor must submit any report, deliverable or *result* and any invoice required for services that were provided before the date of termination.

In the case of joint tenders, the contracting authority may terminate the FWC or a *purchase order* with each member of the group separately on the basis of points (d), (e) or (g) of Article II.18.1, under the conditions set out in Article II.11.2.

II.19 INVOICES AND VALUE ADDED TAX

Invoices must contain the contractor's (or leader's in the case of a joint tender) identification data, the amount and the date, as well as the FWC reference and reference to the *purchase order*.

Invoices must indicate the place of taxation of the contractor (or leader in the case of a joint tender) for VAT purposes and must specify separately amounts not including VAT and amounts including VAT.

The contracting authority is exempt from all taxes and duties, including VAT, in accordance with Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union.

The contractor (or leader in the case of a joint tender) must complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for *performance of the FWC* are exempt from taxes and duties, including VAT.

II.20 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

II.20.1 The FWC is governed by Union law, complemented, where necessary, by the civil law of Belgium.

II.20.2 Mediation

Without prejudice to Article II.20.3, in the event that any dispute arises between the parties resulting from the interpretation or application of the FWC and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation.

If a party to the dispute gives written notice to the other party of its desire to commence mediation, and the other party agrees in writing, the parties must jointly appoint a mutually acceptable mediator within two weeks of the date of the said written agreement. If the parties are unable to agree upon the appointment of a mediator within that time period, either party may apply to the President of the Court of First Instance of Brussels for the appointment of a mediator.

The mediator's written proposal or his or her written conclusion stating that no proposal can be made must be produced within two months of the date of the written agreement by the other party to commence mediation. The mediator's proposal or conclusion will not be binding on the parties, which reserve the right to bring the dispute before the courts, in accordance with Article II.20.3.

Within two weeks of the date of notification of the proposal by the mediator, the parties may conclude a written agreement, duly signed by both parties, based on the proposal.

The parties further agree to share equally the costs of mediation by the mediator. Those costs must not include any other costs incurred by a party in connection with the mediation.

II.20.3 Settlement of disputes

Any dispute between the parties resulting from the interpretation or application of the FWC or any *purchase order* covered by the FWC, which cannot be settled amicably, will be brought before the courts of Brussels, Belgium.

II.21 PAYMENTS AND GUARANTEES

II.21.1 Date of payment

Payments are deemed to be effected on the date when they are debited to the contracting authority's account.

II.21.2 Currency

Payments are made in euros.

II.21.3 Costs of transfer

not applicable

II.21.4 [Pre-financing, performance and retention money guarantees]

If, as provided for in Article I.6, a financial guarantee is required for the payment of pre-financing, as a performance guarantee or as a retention money guarantee, it must fulfil the following conditions:

- a) the financial guarantee is provided by a bank or a financial institution approved by the contracting authority or, at the request of the contractor and with the agreement of the contracting authority, by a third party;*
- b) the guarantor stands as first-call guarantor and does not require the contracting authority to have recourse against the principal debtor (the contractor).*

The contractor must bear the cost of providing such a guarantee.

Pre-financing guarantees must remain in force until the pre-financing is cleared against interim payments or payment of the balance. Where the payment of the balance takes the form of a debit note, the pre-financing guarantee must remain in force for three months after the debit note is sent to the contractor. The contracting authority must release the guarantee within the following month.

Performance guarantees cover compliance with substantial contractual obligations until the contracting authority has given its final approval of the services. The performance guarantee must not exceed 10 % of the total price of the purchase order. The contracting authority must release the guarantee in full after final approval of the services, as provided for in the purchase order.

Retention money guarantees cover full delivery of the services in accordance with the purchase order, including during the contract liability period and until its final approval by the contracting authority. The retention money guarantee must not exceed 10 % of the total price of the purchase order. The contracting authority must release the guarantee after the expiry of the contract liability period as provided for in the purchase order.

The contracting authority must not request a retention money guarantee for a purchase order where it has requested a performance guarantee.] - Not applicable

II.21.5 Interim payments and payment of the balance

The contractor (or leader in the case of a joint tender) must send an invoice for interim payment, as provided for in Article I.6.2 or in the tender specifications or in the *purchase order*.

The contractor (or leader in the case of a joint tender) must send an invoice for payment of the balance within 60 days of the end of the period of provision of the services, as provided for in Article I.6, in the tender specifications or in the *purchase order*.

Payment of the invoice and approval of documents does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of recovery.

II.21.6 Suspension of the time allowed for payment

The contracting authority may suspend the payment periods specified in Article I.6 at any time by *notifying* the contractor (or leader in the case of a joint tender) that its invoice cannot be processed. The reasons the contracting authority may cite for not being able to process an invoice are:

- a) because it does not comply with the FWC;
- b) because the contractor has not produced the appropriate documents or deliverables; or
- c) because the contracting authority has observations on the documents or deliverables submitted with the invoice.

The contracting authority must *notify* the contractor (or leader in the case of a joint tender) as soon as possible of any such suspension, giving the reasons for it.

Suspension takes effect on the date the contracting authority sends the *notification*. The remaining payment period resumes from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the contractor (or leader in the case of a joint tender) may request that the contracting authority justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph of this Article and the new document produced is also rejected, the contracting authority reserves the right to terminate the *purchase order* in accordance with point (c) of Article II.18.1.

II.21.7 Interest on late payment

On expiry of the payment periods specified in Article I.6, the contractor (or leader in the case of a joint tender) is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in euros (the reference rate), plus eight points. The reference rate is the rate in force, as published in the C series of the *Official Journal of the European Union*, on the first day of the month in which the payment period ends.

Suspension of the payment period as provided for in Article II.21.6 is not considered as giving rise to late payment.

Interest on late payment covers the period running from the day following the due date for payment up to and including the date of payment as defined in Article II.21.1.

However, when the calculated interest is EUR 200 or less, it must be paid to the contractor (or leader in the case of a joint tender) only if it requests it within two months of receiving late payment.

II.22 RECOVERY

II.22.1 If an amount is to be recovered under the terms of the FWC, the contractor must repay the contracting authority the amount in question.

II.22.2 Recovery procedure

Before recovery, the contracting authority must *formally notify* the contractor of its intention to recover the amount it claims, specifying the amount due and the reasons for recovery and inviting the contractor to make any observations within 30 days of receipt.

If no observations have been submitted or if, despite the observations submitted, the contracting authority decides to pursue the recovery procedure, it must confirm recovery via a debit note, which is sent to the contractor by *formal notification* and which specifies the date of payment. The contractor must pay in accordance with the provisions specified in the debit note.

If the contractor does not pay by the due date, the contracting authority may, after informing the contractor in writing, recover the amounts due:

- a) by offsetting them against any amounts owed to the contractor by the Union;
- b) by calling in a financial guarantee if the contractor has submitted one to the contracting authority;
- c) by taking legal action.

II.22.3 Interest on late payment

If the contractor does not honour the obligation to pay the amount due by the date set by the contracting authority in the debit note, the amount due bears interest at the rate indicated in Article II.21.7. Interest on late payments will cover the period starting on the day after the due date for payment and ending on the date when the contracting authority receives the full amount owed.

Any partial payment is first entered against charges and interest on late payment and then against the principal amount.

II.22.4 Recovery rules in the case of joint tender

If the contract is signed by a group (joint tender), the group is jointly and severally liable under the conditions set out in Article II.6 (liability). The contracting authority first claims the full amount from the leader of the group.

If the leader does not pay by the due date and if the amount cannot be offset in accordance with point (a) of Article II.22.2, the contracting authority may claim the full amount from any other member of the group by *notifying* it of the debit note already sent to the leader under Article II.22.2.

II.23 CHECKS AND AUDITS

II.23.1 The contracting authority and the European Anti-Fraud Office (OLAF) may check or require an audit on the *performance of the FWC*. This may be carried out either by OLAF's own staff or by any other outside body authorised to do so on its behalf.

Such checks and audits may be initiated at any moment during the provision of the services and up to five years starting from the payment of the balance of the last *purchase order* issued under the FWC.

The audit procedure is initiated on the date of receipt of the relevant letter sent by the contracting authority. Audits are carried out on a confidential basis.

II.23.2 The contractor must keep all original documents stored on any appropriate medium, including digitised originals if authorised under national law, for a period of five years starting from the payment of the balance of the last *purchase order* issued under the FWC.

II.23.3 The contractor must grant the contracting authority's staff and outside personnel authorised by the contracting authority the appropriate right of access to sites and premises where the FWC is performed and to all the information, including information in electronic format, needed to conduct such checks and audits. The contractor must ensure that the information is readily available at the moment of the check or audit and, if so requested, that information is handed over in an appropriate format.

II.23.4 On the basis of the findings made during the audit, a provisional report is drawn up. The contracting authority or its authorised representative must send it to the contractor, which has 30 days following the date of receipt to submit observations. The contractor must receive the final report within 60 days following the expiry of the deadline to submit observations.

On the basis of the final audit findings, the contracting authority may recover all or part of the payments made in accordance with Article II.22 and may take any other measures which it considers necessary.

II.23.5 In accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office, OLAF may carry out investigations, including on-the-spot checks and inspections, to establish whether there has been *fraud*, corruption or any other illegal activity under the contract affecting the financial interests of the Union. Findings arising from an investigation may lead to criminal prosecution under national law.

The investigations may be carried out at any moment during the provision of the services and up to five years starting from the payment of the balance of the last *purchase order* issued under the FWC.

II.23.6 The Court of Auditors has the same rights as the contracting authority, particularly right of access, for the purpose of checks and audits.

II.24 APPLICABILITY OF INTERNAL RULES OF THE CONTRACTING AUTHORITY TO THE CONTRACTOR'S PERSONNEL

II.24.1 The internal rules applicable to the staff of the contracting authority (including those concerning hygiene, security, safety and emergencies, tobacco and alcohol use, access to the contracting authority's buildings, and driving in the parking areas) also apply to the *personnel* of the contractor and, where applicable, of the subcontractor, if they are working on the contracting authority's premises.

II.24.2 The contracting authority's code of conduct as regards sexual harassment also applies to *personnel* of the contractor and, where applicable, of the subcontractor, if they are working on the contracting authority's premises. They will be entitled to consult a person of trust appointed within the contracting authority.

II.25 ENVIRONMENTAL POLICY

The contractor must respect the contracting authority's environmental policy as laid down in the tendering specifications and inform its *personnel* and subcontractors accordingly.

II.26 SECURITY

If the contractor or its *personnel* or subcontractors fail to comply with the rules set out in Annexes IV and V the contracting authority may, without prejudice to any indemnity due by the contractor to the contracting authority, terminate the pending *purchase order* in question with immediate effect by *formal notification* to the contractor. In these circumstances, no costs or compensation relating to such termination will be due by the contracting authority to the contractor.

Tender specifications

Prices and financial conditions

Model for Purchase Order

 <p>European Union General Secretariat of the Council rue de la Loi 175 B-1048 Bruxelles</p> <p>REQUESTING DG / Unit Contact: Tel.: Fax: E-mail:</p>	PURCHASE ORDER N°			
	CONTRACTOR			
	Sales person/Contact: Date:			
DESCRIPTION OF THE SUPPLIES OR SERVICES				Total (EUR)
Reference of the Contractor's tender:				
Date of the Contractor's tender:				
REFERENCE TO FRAMEWORK CONTRACT (IF ANY):				
DESCRIPTION OF THE SUPPLIES OR SERVICES	Unit	Quantity	Price (EUR)	Total (EUR)

TOTAL				
Annexes (if any) by order of priority:				
Additional information (if any):				
Delivery location (if any):				
Delivery date (if any):				
Start date and End date (if any):				
<p>Unless otherwise specified in the special conditions this Purchase Order is governed by the General Conditions of the Contract (as published on the internet at:</p> <p>http://www.consilium.europa.eu/en/general-secretariat/public-procurement/).</p> <p>This Purchase Order shall be governed by Union law, complemented where necessary, by Belgian civil law. Any dispute between the parties resulting from the interpretation or application of the Purchase Order which cannot be settled amicably shall be brought before the courts of Brussels, Belgium.</p>				
<p>Invoices shall mention the n° of this Purchase Order and should be sent to:</p> <p>Council of the European Union, Accounting Department, Rue de la Loi 175, 1048-Brussels, by means of the e-Invoicing module of the e-PRIOR platform.</p> <p>Unless otherwise specified, the invoice shall be admissible only if the contractor returns a signed copy of this Purchase Order.</p>				
<p>Value added tax: the supply of goods and the provision of services to the European Union for its official use are exempt from value added tax (VAT). The following statement must be mentioned on the invoice which the supplier sends to the European Union:</p> <p>For Belgium: "Exonération de la TVA-Article 42,§3, 3° du Code TVA" (when the amount reaches 124 Euro per operation not including value added tax). In Belgium use of this Purchase Order constitutes a request for VAT exemption n° 450.</p> <p>For other countries: "VAT exemption - European Union - Article 151 of VAT Directive 2006/112/EC".</p>				
<p>By signing below both parties declare that they accept this Purchase Order in its entirety as well as the content and order of priority of the annexes listed above which constitute an integral part of this Purchase Order.</p>				
Signature of the General Secretariat		Signature of the Contractor		
Name:		Name:		
Purchase Order number:				

SECURITY MEASURES

Section 1 – ACCESS TO SECRETARIAT PREMISES

A. Access passes

Anyone requiring access to the contracting authority's premises must first be accredited by the Accreditation Service. Accreditation is the process of granting the appropriate access pass for access to certain parts of the building once it has been ascertained that the person in question is entitled to enter.

The competent official from the requesting department concerned within the contracting authority will request access passes for *personnel* contracted by the contracting authority.

To this end, the contractor must:

(1) at least five working days before the scheduled start of the FWC, send the designated department of the contracting authority a list of the names and full identities of members of the contractor's *personnel* who will work on the contracting authority's premises, together with the registration numbers of the vehicles which must have access to the site in order to perform the FWC. Any communication relating to access to the contracting authority's premises and access passes should be sent to the following office:

[insert e-mail address of the department requesting the works/services, etc.];

(2) notify the designated department of the contracting authority, at least three working days in advance, of any projected changes to the team(s) working for the contracting authority;

(3) notify the members of the contractor's *personnel*: that security staff of the contracting authority are authorised to check the identity of any person wishing to gain entrance to the premises of the contracting authority and, if need be, deny that person access; that the contractor's *personnel*, and the vehicles which they use, may be subject to security checks on entering or leaving the contracting authority's premises; and that security staff are entitled to temporarily confiscate prohibited objects that pose a risk to security;

(4) take all necessary measures to protect people and property from any risks arising from *performance of the FWC*.

Should the contractor's *personnel* need to enter secured areas they must have the prior authorisation of the service in charge of the secured area concerned. Details are laid down in Council Decision 2013/488/EU of 23 September 2013 on the security rules for protecting EU classified information (OJ L 274, 15.10.2013, p.1).

Access passes are issued to the holder in person on production of:

- (a) proof of identity, i.e. a document bearing a photograph, such as a national identity card or passport. Other documents, such as a credit card or a driving licence, will not be accepted as proof of identity;
- (b) an extract from police records certifying good conduct (*extrait de casier judiciaire/uittreksel strafregister*) obtained from the holder's local police station within the previous two months.

Access passes are strictly personal and are the individual responsibility of their holder. Passes may not be given to other members of the contract team or other third parties. Breaches may lead to measures such as refusal of entry or withdrawal of certain access rights.

Access passes must be worn visibly at all times on the contracting authority's premises.

If an access pass is lost or stolen it must be reported to the Security Office immediately, and in the case of a permanent pass also to the police. The holder must apply for a new access pass. Upon recovery of a lost or stolen permanent access pass, it must be returned to the Accreditation Service even if it has expired.

B. Vehicles

Contractors' vehicles may only use the entrance at Chaussée d'Etterbeek/Etterbeeksesteenweg 70 for the Justus Lipsius (JL) building, and Chaussée d'Etterbeek/Etterbeeksesteenweg 52 for the Lex building.

Holders of a permanent pass may park their vehicles in the JL service car park provided that:

- m) the vehicle in question is registered with the Accreditation Service;
- n) the pass is programmed to allow automatic access to the service car park;
- o) the sticker issued by the Accreditation Service is placed on the inside of the vehicle's windscreen, on the left-hand side.

All occupants of a vehicle, and not just the driver, must present their individual permanent access passes to the security guard. Passengers without a permanent pass will be refused access at the car park entrance and will be required to enter the building by a pedestrian entrance, where they will have to undergo an electronic security check.

Drivers with *ad hoc* authorisation may park their vehicles on the access ramp to the loading bay at JL but must put the cone issued at the guard's lodge on the roof of the vehicle.

Parking spaces are available on a 'first come, first served' basis.

Additional security checks are carried out on all vehicles and passengers at the JL car park entrance while summit arrangements are in place.

Belgium's highway code applies to driving on the internal access-ways of the site and in the car park. Vehicles driving in the car parks must have their headlights on. Parked vehicles must be locked and engines must be switched off.

Headroom in the car parks is generally limited to 2.05 m. Drivers wishing to enter the car park with a higher vehicle must first consult the contracting authority's Accreditation Service.

Persons with reduced mobility may request a reserved parking space via the Health and Safety Department (service.prevention@consilium.europa.eu). This option is also open to people with temporarily reduced mobility.

Please inform the Health and Safety Department should you wish to park an LPG vehicle.

In the event of an accident, an accident report form ('incident report', available from the Security Office) must be completed by the parties involved. Anyone whose vehicle causes damage to the contracting authority's property will be held liable for repair costs. The Security Office must be notified (tel. 7851 or 8909) and an accident report form completed for the insurance companies. The contracting authority declines liability for any loss resulting in particular from accidents, theft or damage, whatever the reason or cause, occurring in the car park.

Subcontractors

Where the contractor has concluded subcontracting arrangements in accordance with the FWC, the provisions of this Annex will apply *mutatis mutandis* to the subcontractor(s) and their *personnel*.

Section 2 – CCTV

For the safety and security of its staff, visitors, buildings, assets and information, and for logistical reasons, the contracting authority operates a video protection system on parts of its premises. Further details on the contracting authority's video systems are available in 'The General Secretariat of the Council's Policy on Use of Video Systems', approved by the Secretary-General on 16 June 2011, which is available on the Council website at http://www.consilium.europa.eu/en/general-secretariat/corporate-policies/pdf/video-en_pdf.

Security verifications

Without prejudice to Annex IV, for services provided on the premises of the contracting authority any member of the contractor's personnel requiring regular access to EU premises has to undergo a security verification to be carried out by the Belgian National Security Authority.

The applicable procedure is based on

- the Belgian Act of 11.12.1998 on classification and security clearances, security certificates and security advisory opinions (Belgian Official Gazette of 7.5.1999, p. 15.752), which stipulates that access of contractor personnel to the contracting authority's premises may be made conditional on a positive security advisory opinion⁹ to be delivered by the Belgian National Security Authority;
 - the Act of 11 December 1998 establishing an appeals body on security clearances, security certificates and security advisory opinions and its accompanying Royal Decree of 24 March 2000;
 - the Memorandum of Understanding between the Government of the Kingdom of Belgium and European Parliament, European Council, Council of the European Union, European Commission, European External Action Service, European Economic and Social Committee, Committee of the Regions and European Defence Agency (hereafter the European Institutions and Bodies) on security verifications, of which a copy is made available to the contractor.
- (a) Any member of the contractor's personnel who will be subject to a security verification must give his or her permission to initiate the verification necessary to obtain a security advisory opinion via a consent form¹⁰ (according to Belgian legislation in French or Dutch) included in appendix 1 of this Annex. For this purpose, the contracting authority will send a consent form to the contractor who must forward it, against acknowledgement of receipt, to the members of personnel concerned. The contracting authority will also send a sheet entitled "Protection of personal data, Information to data subjects" to the contractor, who must forward a copy thereof to the person concerned.
- (b) The member of the contractor's personnel must complete and sign the consent form and submit it to the contractor who must send it to the contracting authority.
- (c) If the member of the contractor's personnel does not wish to be the subject of a security verification, he/she may express his/her refusal by crossing out the consent form and sending it back, by registered mail, to the contracting authority.

⁹ In the Memorandum of Understanding between the Government of the Kingdom of Belgium and the European Institutions and Bodies on security verifications, signed on 18 October 2016, the term "advice" is used. For reasons of clarity and readability, in this amendment the term "advice" is replaced by the term "advisory opinion".

¹⁰ The consent form contains: full official name and first names; nationality; national Belgian registry number; place of birth; date of birth; function or occupation; complete official address.

- (d) Failure or refusal to complete the consent form may result in refusal of access rights to the contracting authority's premises for the person(s) concerned.
- (e) The Contractor must send an up-to-date electronic list of relevant personal data as listed in the template in appendix 3 to this Annex ¹¹ to the contracting authority not later than 30 days after the date of the last signature of this amendment.
- (f) The contracting authority must inform the contractor and the member of the contractor's personnel concerned of the positive decision in the fastest possible way.
- (g) If the security advisory opinion is negative, the Belgian National Security Authority will inform the member of the contractor's personnel concerned of the advisory opinion by registered mail, in a well-reasoned letter, within eight days. Simultaneously, the Belgian National Security Authority transmits the outcome of the security verification to the contracting authority. A negative security advisory opinion means for the Belgian National Security Authority that access to the contracting authority's premises by this individual represents a security risk to the contracting authority. The member of the contractor's personnel concerned is entitled to lodge an appeal with the appeal body established by the Act of 11 December 1998 establishing an appeal body on security clearances, security certificates and security advisory opinions and its accompanying Royal Decree of 24 March 2000.
- (h) The security advisory opinion is valid for a period of four years.
- (i) The Belgian National Security Authority is authorised to withdraw a security advisory opinion, if it considers that, after having received new information, the conditions for granting a positive security advisory opinion are no longer met. In this case, the procedure set out in point (g) applies.
- (j) The contracting authority will take a decision granting access rights to contractor personnel based on the advisory opinion. The procedure for obtaining access passes detailed in Annex IV applies.

¹¹ The compulsory template of the electronic list to be transmitted to the Belgian National Security Authority summarises the information as provided by the proposed on-site personnel in the consent form.

Bijlage bij koninklijk besluit van 3 juni 2005 tot wijziging van het koninklijk besluit van 24 maart 2000 tot uitvoering van de wet van 11 december 1998 betreffende de classificatie en de veiligheidsmachtigingen, veiligheidsattesten en veiligheidsadviezen

KENNISGEVING

(in te vullen in twee exemplaren, waarvan het ene is bestemd voor de betrokken persoon en het andere voor de overheid bevoegd voor het verstrekken van het veiligheidsattest of het veiligheidsadvies, als ontvangstbewijs).

Dit verzoek tot een verificatie is gericht aan de FOD Buitenlandse Zaken.

Art. 22bis tot 22sexies van de wet van 11 december 1998 betreffende de classificatie en de veiligheidsmachtigingen, veiligheidsattesten en veiligheidsadviezen.

De in rubriek 1 vermelde persoon wordt door de in rubriek 2 vermelde overheid of persoon ervan in kennis gesteld dat hij om de in rubriek 3 genoemde reden aan een veiligheidsverificatie moet worden onderworpen.

De nadere regels voor de veiligheidsverificatie worden op de ommezijde van dit document toegelicht.

1. IDENTIFICATIE VAN DE BETROKKEN PERSOON

Naam:

Voornamen:

Land:

Rijksregisternummer:

Geboorteplaats:
.....

Geboortedatum: / /

Functie of beroep en werkgever:

.....

Volledig adres:

.....

.....

2. STELLER VAN HET VERZOEK OM EEN VERIFICATIE

Administratieve overheid die om het veiligheidsadvies verzoekt (art. 22quiquies van de wet)

3. VERANTWOORDING VOOR HET VERZOEK OM EEN VERIFICATIE

Veiligheidsadvies voorafgaandelijk aan de machtiging een beroep, functie, opdracht of mandaat uit te oefenen of toegang te hebben tot lokalen, gebouwen of terreinen, aan de afgifte van een vergunning, aan een benoeming of aan een aanstelling (art. 22quiquies van de wet).

Het veiligheidsadvies is geldig voor een periode van 4 jaar.

4. WEIGERING VAN DE VEILIGHEIDSVERIFICATIE

De persoon die niet wil onderworpen worden aan een veiligheidsverificatie kan dit te allen tijde laten weten door dit document te doorstrepen zoals voorzien in artikel 30bis van het koninklijk besluit van 24 maart 2000 en door het bij aangetekend schrijven terug te zenden naar de steller van het verzoek om een verificatie (rubriek 2). Indien het veiligheidsattest of het veiligheidsadvies vereist is voor een toegang, een toelating, een vergunning, een benoeming of een aanstelling, betekent de expliciete weigering om aan een verificatie te worden onderworpen dat die toegang, toelating, vergunning, benoeming of een aanstelling niet kunnen toegekend worden.

5. BEROEPSTERMIJN

Binnen acht dagen na de kennisgeving van het advies of het verstrijken van de termijn, per aangetekend schrijven in twee exemplaren beroep instellen bij het beroepsorgaan op de zetel van het Vast Comité van Toezicht op de inlichtingen- en veiligheidsdiensten, Leuvenseweg, 48/5, 1000 Brussel, |T (0)2 286 29 11, www.comiteri.be.

Naam:

Graad of functie:

Datum:

Handtekening:

Kennis genomen op

(Naam, voornaam en handtekening van de betrokken persoon

TOELICHTING

1. WETTELIJKE BASIS

De procedure voor de veiligheidsverificaties vloeit voort uit de twee wetten van 11 december 1998 betreffende de classificatie en de veiligheidsmachtigingen en tot oprichting van een beroepsorgaan inzake veiligheidsmachtigingen en de uitvoeringsbesluiten ervan (Belgisch Staatsblad van 7 mei 1999 en 31 maart 2000), respectievelijk gewijzigd door de wetten van 3 mei 2005 en de uitvoeringsbesluiten ervan (Belgisch Staatsblad van 27 mei 2005 en van 7 juni 2005).

Deze gecoördineerde teksten kunnen worden verkregen bij de veiligheidsofficier of, indien er geen is, bij de Nationale Veiligheidsoverheid, Federale Overheidsdienst Buitenlandse Zaken, Karmelietenstraat 15, te 1000 Brussel, tel. 02-501 45 42.

2. VEILIGHEIDSVERIFICATIE

a) Doelstelling

De veiligheidsverificatie strekt ertoe na te gaan of een persoon bepaalde rechten of bevoegdheden mag uitoefenen zonder dat als gevolg daarvan de fundamentele belangen van de Staat bedoeld in artikel 22quinquies, tweede lid, van de wet in het gedrang komen.

b) Inlichtingenbronnen

De verificatie is beperkt tot de bestanden van de inlichtingen- en veiligheidsdiensten, tot het centraal strafregister, tot het Rijksregister van de natuurlijke personen, tot het bevolkings- en vreemdelingenregister, tot het wachtregister van de vreemdelingen en tot de politionele basisgegevens die toegankelijk zijn voor politieambtenaren bij de uitvoering van identiteitscontroles en aan de hand waarvan zij kunnen nagaan of betrokkene geen verdachte is of niet wordt gezocht, evenals tot de gerechtelijke gegevens meegedeeld door de politiediensten met toestemming van de bevoegde gerechtelijke overheden.

c) Termijnen

Het veiligheidsadvies moet worden verstrekt binnen een termijn van ten hoogste een maand te rekenen vanaf het verzoek van de administratieve overheid; indien het negatief is, beschikt die overheid over een termijn van acht dagen om het aan de betrokken persoon mee te delen. Er moet, in voorkomend geval, worden verwezen naar de voor elk onderwerp in de wetten en verordeningen voorgeschreven bijzondere termijnen of worden overgegaan tot raadpleging van de bevoegde administratieve overheid.

3. GELDIGHEIDSDUUR VAN EEN VEILIGHEIDSATTEST OF -ADVIES

De duur wordt bepaald in punt 3 van de kennisgeving.

4. BEROEPSORGAAN INZAKE VEILIGHEIDSVERIFICATIES

Wanneer ingevolge het verzoek om een verificatie, het veiligheidsadvies negatief is of de beslissing niet is genomen of niet is ter kennis gebracht binnen de gestelde termijn, kan de persoon voor wie de verificatie is gevraagd, binnen acht dagen na de kennisgeving van het advies of het verstrijken van de termijn, per aangetekend schrijven in twee exemplaren beroep instellen bij het beroepsorgaan op de zetel van het Vast Comité van Toezicht op de inlichtingen- en veiligheidsdiensten, Leuvenseweg, 48/5, 1000 Brussel, |T (0)2 286 29 11, www.comiteri.be.

Exécution de la loi du 11 décembre 1998 relative à la classification et aux habilitations de sécurité, attestations et avis de sécurité

AVERTISSEMENT

(à remplir en double exemplaire, dont l'un destiné à la personne concernée, et l'autre, à l'autorité compétente pour délivrer l'attestation ou l'avis de sécurité, à titre d'accusé de réception).

La présente demande de vérification est adressée au SPF Affaires Etrangères.

Art. 22bis à 22sexies de la loi du 11 décembre 1998 relative à la classification et aux habilitations, attestations et avis de sécurité.

La personne reprise à la rubrique 1 est avertie par l'autorité ou la personne mentionnée à la rubrique 2 que, pour le motif exposé à la rubrique 3, elle doit être soumise à une vérification de sécurité.

Les modalités de la vérification de sécurité sont expliquées au verso de ce document.

1. IDENTIFICATION DE LA PERSONNE CONCERNEE

Nom:

Prénoms:

Nationalité:

N° national:

Lieu de naissance:

Date de naissance: / /

Fonction ou profession et employeur:

.....

Adresse complète:

.....

2. AUTEUR DE LA DEMANDE DE VERIFICATION

Autorité administrative qui sollicite l'avis de sécurité (art. 22quinquies de la loi)

3. JUSTIFICATION DE LA DEMANDE DE VERIFICATION

Avis de sécurité préalable à l'autorisation d'exercer une profession, une fonction, une mission, un mandat ou d'accéder à des locaux, bâtiments ou sites, à la délivrance d'un permis, à une nomination ou à une désignation (art. 22quinquies de la loi).

L'avis de sécurité est valable pour une période de 4 ans.

4. REFUS DE LA VERIFICATION DE SECURITE

La personne qui ne souhaite pas faire l'objet d'une vérification de sécurité peut le faire savoir à tout moment en barrant le présent document conformément à l'article 30bis de l'arrêté royal du 24 mars 2000 et en le renvoyant par pli recommandé à l'auteur de la demande de vérification (rubrique 2).

Si l'avis de sécurité est requis pour un accès, une autorisation, un permis, une nomination ou une désignation, le refus explicite de la vérification entraîne la privation de cet accès, cette autorisation, ce permis, cette nomination ou désignation.

5. DELAI DE RECOURS

Dans les huit jours suivant respectivement la notification de l'avis ou l'expiration du délai, introduire un recours par lettre recommandée en deux exemplaires auprès de l'organe de recours au siège du Comité permanent de contrôle des services de renseignements et de sécurité, Rue de Louvain 48/5, 1000 Bruxelles, T (0)2 286 29 11, www.comiteri.be.

Nom :

Grade ou fonction :

Date :

Signature :

Pris connaissance le/...../.....

(Nom, prénom et signature de la personne concernée)

NOTICE EXPLICATIVE A LA PRESENTE ANNEXE

1. BASE LEGALE

La procédure relative aux vérifications de sécurité résulte des deux lois du 11 décembre 1998 relatives à la classification et aux habilitations de sécurité et à la création d'un organe de recours en matière d'habilitations de sécurité et de leurs arrêtés d'exécution (Moniteur belge du 7 mai 1999 et du 31 mars 2000), modifiés respectivement par les lois du 3 mai 2005 et leurs arrêtés d'exécution (Moniteur belge du 27 mai 2005 et du 7 juin 2005).

Ces textes coordonnés peuvent être obtenus auprès de l'officier de sécurité, ou, à défaut, auprès de l'autorité mentionnée dans le cadre « avertissement » ou encore auprès de l'Autorité nationale de sécurité, Service public fédéral Affaires étrangères, rue des Petits Carmes 15, 1000 Bruxelles, tél. 02-501 45 42.

2. LA VERIFICATION DE SECURITE

a. Objectif

La vérification de sécurité a pour but de s'assurer qu'une personne peut exercer des droits ou facultés déterminés sans porter atteinte aux intérêts fondamentaux de l'Etat visés à l'article 22quinquies, al. 2 de la loi.

b. Sources de renseignements

La vérification est limitée aux fichiers des services de renseignement et de sécurité, au casier judiciaire, au Registre national des personnes physiques, au registre de la population et des étrangers, au registre d'attente des étrangers et aux données de base policières qui sont accessibles aux fonctionnaires de police lors de l'exécution des contrôles d'identité et qui leur permettent de vérifier si l'intéressé n'est pas suspect ou recherché, ainsi qu'aux données judiciaires communiquées par les services de police, moyennant autorisation des autorités judiciaires compétentes.

c. Délais

L'avis de sécurité doit être délivré dans un délai d'un mois maximum à dater de la demande de l'autorité administrative; s'il est négatif, cette autorité dispose d'un délai de huit jours pour le communiquer à la personne concernée. Il y a lieu de se référer, le cas échéant, aux délais prescrits par les lois et règlements particuliers à chaque matière ou de consulter l'autorité administrative compétente.

3. DUREE DE VALIDITE D'UNE ATTESTATION OU D'UN AVIS DE SECURITE

Cette durée est déterminée au point 3 de l'avertissement.

4. L'ORGANE DE RECOURS EN MATIERE DE VERIFICATIONS DE SECURITE

Lorsqu'à la suite de la demande de vérification, l'avis de sécurité est négatif, lorsque la décision n'est pas intervenue ou n'a pas été notifiée dans le délai prévu, la personne pour laquelle la vérification a été demandée peut, dans les huit jours suivant respectivement la notification de l'avis ou l'expiration du délai, introduire un recours par lettre recommandée en deux exemplaires auprès de l'organe de recours au siège du Comité permanent de contrôle des services de renseignements et de sécurité, Rue de Louvain 48/5, 1000 Bruxelles, T (0)2 286 29 11, www.comiteri.be.

Protection of personal data

Information to data subjects

**Security verifications on employees of external contractors requiring access to
GSC premises**

The attention of data subjects is drawn to the following information in accordance with Articles 11 and 12 of [Regulation \(EC\) No 45/2001](#):

The controller is the Director of Security that can be contacted at: SECURITY.COMPANY-SCREENING@consilium.europa.eu.

The purpose of the processing operation is to safeguard the security interests of the GSC, notably persons, information, premises and other assets.

The categories of data concerned are: last name, first name, address, date and place of birth, nationality, national number or ID number if the employee has no BE nationality, the employer and the function of the employee of the external contractor. Outcome of the security verification: the GSC will only receive a positive or negative outcome.

Data recipients are: Access Management Office of the Security Office of the GSC, authorising GSC departments responsible for the contractor's employee concerned; the Belgian National Security Authority, the contractor, and the points of contact of other EU institutions and bodies.

The data subjects who want to exercise their rights, especially of access and rectification, can make a request to the controller, which will be implemented within 10 working days after the request has been deemed legitimate.

The legal basis of the processing operation is the Memorandum of Understanding between the Government of the Kingdom of Belgium and several EU institutions and bodies, including the Council of the EU, on Security Verifications (18 October 2016).

The **data-retention period** will be 7 years.

Data subjects may have recourse to the **European Data Protection Supervisor** in accordance with [Regulation \(EC\) No 45/2001](#).

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**RULES AND INSTRUCTIONS CONCERNING HEALTH
AND SAFETY**

**FOR THE ATTENTION OF OUTSIDE FIRMS
WORKING IN THE INSTITUTION**

Health and Safety Department (SPSS)

Tel. +32 (0)2 281 54 00 - FAX +32 (0)2 281 88 30

E-mail service.prevention@consilium.europa.eu

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8. Hazardous products

The provisions and rules set out in this pamphlet must be brought to the attention of all companies or others involved in planning or carrying out work within the institution.

1. **INTRODUCTION**

- 1.1. These rules and the obligations stemming from them relate to the coordination of health, safety and environmental issues relating to work carried out by outside companies (Chapter IV of the law concerning the welfare of workers in the performance of their duties - *Moniteur belge* of 18 September 1996) and in temporary and mobile working sites (Section V of that law).
- 1.2. The Royal Decree of 25 January 2001 (*Moniteur belge* of 7 February 2001) concerning mobile and temporary working sites, and the amendments to it in the Royal Decree of 19 January 2005, shall apply.
- 1.3. The obligations stemming from the provisions of the General Regulation for Work Protection, the General Regulation on Electrical Installations, the law of 4 August 1996 concerning the welfare of workers, and the provisions concerning environmental permits shall be applicable.
- 1.4. Any firm which carries out work or has work carried out within CEU buildings and any personnel present on site must be aware of these rules and comply with them. Each firm is responsible for passing this information on to its workers and to its subcontractors, and where necessary explaining it to them.
- 1.5. The Health and Safety Department (SPSS) and the Medical Service have the right at any time:
 - to check all locations and all work;
 - to prohibit the use of materials, tools or methods which do not present all necessary safety guarantees;
 - if the firms carrying out the work do not fulfil the obligations set out in this document, the CEU may itself take the necessary steps with regard to the welfare of workers. Likewise, if the CEU considers that carrying out the work involves an unacceptable level of risk, it may halt the work without prior notice. Work which has been halted may only be resumed following a detailed analysis of the risks, establishing that they have been eliminated or that the remaining risks have been accepted by the relevant departments of the CEU.

2. **ORGANISATION COORDINATION AND HEALTH AND SAFETY**

- 2.1. The CEU project manager shall be responsible for coordinating health, safety and environmental issues for the entirety of the work. The agreements reached between the various employers on health, safety and environmental issues must be approved in advance by the CEU project manager.
- 2.2. **Before starting** work, each firm must discuss its health, safety and environmental plan in advance with the CEU project manager and the Health and Safety Department.
- 2.3. If necessary, any firm may contact the Health and Safety Department to obtain additional information about the coordination of health, safety and environmental issues.
- 2.4. The parties carrying out the work undertake to be present at any (periodic) coordination meetings held by the CEU project manager and/or the health and safety adviser.
- 2.5. Any firm to which work is assigned is obliged to appoint a person responsible for safety in the workplace.
- 2.6. Each firm will ensure that its workers have the training, professional experience and physical fitness required to carry out the tasks assigned to them and that they use the necessary materials in a perfectly safe manner. At the request of the CEU project manager or the Health and Safety Department, it will produce the necessary evidence of this.
- 2.7. Members of the personnel of firms will only enter the areas and access points leading to the places where they are to work.
- 2.8. Any situation and/or operation which is dangerous will immediately be notified to the CEU project manager or to the Health and Safety Department.
- 2.9. Each firm will draw up an inventory of the tools, materials and procedures which it is going to use, will have them analysed to reveal any risks they may present, and will ensure that they fulfil the requirements of these rules.
- 2.10. Each firm will ensure that any firm to which it has subcontracted work fulfils the rules concerning the coordination of health, safety and environmental issues.
- 2.11. The consumption of alcohol in the workplace is strictly prohibited.

3. **FIRE, EVACUATION AND FIRST AID**

3.1. **Firefighting**

- 3.1.1. Each firm shall provide effective resources, of a sufficient quality and quantity, to enable it to combat any outbreak of fire. Extinguishers will be appropriate for the risks inherent in the activities concerned, and any potential users will know how to operate them.
- 3.1.2. Extinguishers will be sited on the basis of the risk, and signposted as prescribed by law.
- 3.1.3. Company personnel must have received adequate training on the use of fire extinguishing equipment.

3.1.4. Any outbreak of fire, however small, must be reported in accordance with the emergency procedure described in Annex 1.

3.1.5. Smoking is strictly prohibited on CEU premises except at specified locations (in smoking booths or out of doors).

3.2. Evacuation

3.2.1. In an emergency, the evacuation order will be given by siren and/or orally (loudspeakers). The order to evacuate may be given for one floor, for one zone or for the whole building. These orders must be followed *immediately*.

In the event of evacuation:

- work is to be stopped after the site has been made safe (burners and gas bottles must be turned off, machines switched off, etc);
- work area windows and doors must be closed on leaving;
- people should make their way to the nearest emergency exits and staircases (see the pictogram in the Annex). In the JL and Lex buildings, go through the green doors to reach the evacuation floor;
- in no case may anyone use the lifts, enter the car parks or go back;
- evacuate to the assembly points indicated below.

Each firm shall designate a person to be responsible for evacuation. In the event of an evacuation, that person shall check that all members of the personnel of the firm and its subcontractors have left the building and are present at the pre-designated assembly point. That person will tell the responsible member of the Health and Safety Department how many people have been evacuated, and will pass on the names of any members of personnel who are missing.

Following the evacuation, work may only resume after the building has been declared safe and after access to it has been officially authorised by the Security Office.

Each firm will ensure that every member of its personnel on the site receives a copy of the evacuation procedure described in Annex 2.

If the site does not have loudspeakers or sirens, an evacuation and alert procedure must be developed in consultation with the Security Office and the Health and Safety Department.

3.3. First aid

3.3.1. Any incident must be reported to the CEU project manager and to the relevant CEU departments.

3.3.2. Each firm shall provide the necessary first aid material.

3.3.3. For every 20 workers employed on site, each firm must designate one person who is responsible for giving first aid and who has a first aid certificate.

3.3.4. If necessary, firms may call on the CEU Medical Service. To this end, in consultation with the health and safety coordinator or the site manager and the relevant CEU departments, the firm shall draw up a first aid procedure.

3.4. Accidents at work, incidents or material damage

- 3.4.1. Any accident at work, incident or material damage must be immediately reported to the CEU project manager and the CEU Health and Safety Department.
- 3.4.2. Following every accident at work, incident or material damage, the health and safety department of the firm employing the victim must draw up a report. A copy shall be sent within 5 days to the CEU project manager and to the CEU Health and Safety Department. If this deadline cannot be met because of a lack of information or on other grounds, this must be reported.
- 3.4.3. The firm is obliged to comply with the provisions laid down by law as regards accidents at work.

4. WORK INVOLVING RISKS

4.1. Work involving a risk of fire

- 4.1.1. Before beginning work with a naked flame or work which may in some way involve a risk of fire or explosion, a "permit to work" must be submitted to the Health and Safety Department. This permit (see Annex 3) may be obtained from the Technical Equipment and Premises Department ("*Gérance technique*") (office SG 04 FG 11 - tel. 02 281 7414). The procedure to be followed for using this document is described in Annex 3.
- 4.1.2. In the event of work which, by producing a significant quantity of dust or smoke, may damage or block the fire detectors, those detectors must be protected by the company carrying out the work or, in the case of work of long duration or large-scale work, they must be taken down by the company responsible for servicing them. If the firm needs to protect the detectors, authorisation must be requested from the Health and Safety Department. In no case may a firm dismount or cover a detector on its own initiative without prior authorisation from the company which services them. Likewise, the firm responsible for their servicing must be consulted about any action affecting the sirens or push-buttons.
- 4.1.3. At the end of work for which a permit for work presenting a risk of fire has been issued, the firm shall ensure that any risk of fire or explosion has ended. All the protection must be removed from the detectors. If necessary, the firm responsible for servicing the detection equipment is to be informed of the end of the work so that it can put the equipment back into its normal state. The fire control centre (Centre Dispatching Incendie - CDI) must be informed at the end of the work.
- 4.1.4. Once the end of the work has been reported, no further operation which may involve a risk of fire or explosion may be carried out without a new permit.

4.2. Other work

- 4.2.1. A permit to work must be requested from the Health and Safety Department to carry out work on installations which are in some way involved in firefighting, fire prevention or evacuation.

These include the following installations and materials, amongst others:

- fire doors;
- smoke extraction installations;
- fire detectors;
- loudspeakers;
- sirens;
- firefighting equipment (fire hydrants, pumps etc);
- compartments and partitions (firewalls, fire flaps, fire resistant materials)
- radio, telephone, intercom and radio-paging links, if a temporary or long-term disruption of communications is possible;
- the protection of entrances, if it is possible that entrances or exits may be out of use for the purposes of responses or evacuation, temporarily or long-term;
- door-opening mechanisms.

4.2.2. A permit to work must also be requested from the Health and Safety Department to carry out any kind of work (maintenance, renewal, repair, new installation, etc.) which by its nature gives rise to increased risks. This includes:

- work in confined spaces
- work above a height of 2 metres
- use of hazardous products
- work on live electrical installations
- work affecting movement of persons and transport
- work on scaffolding
- work on conduits
- work using cranes
- work on the roofs of CEU buildings, etc.

4.2.3. The request must be made using the "permit to work / hot-work permit" form and following the procedure described in Annex 3. The firm shall take account of any remarks made and will limit the duration of the work to the greatest possible extent. In certain cases, a request may be made for work to be scheduled at a different time or temporarily interrupted.

4.2.4. After the work has been carried out, the firm must check that the installations are functioning properly as regards fire fighting. This operation shall take place in consultation with the Health and Safety Department. At the end of the check, and if the outcome is positive, the work will be regarded as finished. Once the end of the work has been reported, no further operation may be carried out on the firefighting installations without a new permit.

5. SITE ARRANGEMENT

5.1. Organisation

5.1.1. The site shall be organised in consultation with the CEU project manager or the Health and Safety Department.

5.1.2. The site is to be marked, isolated and protected in such a way that outsiders are not in principle able to gain access to it. A lock barrel may not be replaced.

- 5.1.3. The firm shall ensure that the arrangement of the site does not jeopardise the evacuation of adjacent areas. If in doubt, advice should be sought from the health and safety coordinator or the CEU project manager and the Health and Safety Department.
- 5.1.4. If necessary the firm shall install the necessary resources for protection from fire. The location, nature and amount of that equipment shall be determined in consultation with the Health and Safety Department.
- 5.1.5. If necessary, temporary signposting shall be put in place to allow the site to be evacuated easily. Any residual risks must be properly marked.
- 5.1.6. The use of toilets, changing rooms, eating areas, site offices and storage areas is to be arranged in consultation with the health and safety coordinator, the CEU project manager or the Health and Safety Department. The firm is obliged to maintain the premises allocated to it. Meals may be taken only in the areas provided for that purpose.
- 5.1.7. The site installations must be used in consultation with the various firms present. The procedures describing the security measures which must be taken are to be forwarded to the various users in writing and signed to acknowledge receipt.

5.2. Tidiness and cleanliness

- 5.2.1. Each firm must clean its working areas at least once a day and remove the rubbish. The health and safety coordinator, the CEU project manager or the Health and Safety Department may, without prior notice, have working areas emptied of rubbish and cleaned by third parties, at the expense of any firm which has not fulfilled its obligations in this respect.
- 5.2.2. Paths, corridors and stairways must at all times be free of obstacles and hindrances, as far as possible. Corridors may not be hampered by cables or pipework. If cables or pipes cross a corridor, they must be clearly visible and protected.
- 5.2.3. To prevent any risk of slipping or tripping, etc., materials must be stacked in a tidy and stable fashion in the areas provided, in consultation with the health and safety coordinator, the CEU project manager and the Health and Safety Department; they must be protected against atmospheric factors.
- 5.2.4. Emergency equipment and firefighting equipment must always be freely accessible.
- 5.2.5. Where cables, tubes or conduits go through a fireproof (RF) partition, a wall or bulkhead, it is essential to ensure that the fireproof sealing is maintained.

5.3. Protection

5.3.I. INDIVIDUAL PROTECTION

- 5.3.I.1. Everyone on site must wear individual protection in accordance with the legislation in force and the risk analysis carried out by the firm;
- 5.3.I.2. All firms must, at their own expense, make individual protection available to their personnel and/or visitors. They must also ensure that the protection is used and also that it is maintained and replaced as appropriate.

5.3.I.3. Workers must use individual protection correctly, in accordance with the training and instructions they have received, and put it away after use.

5.3.I.4. For work in the car parks, a fluorescent jacket must be worn.

5.3. II. COLLECTIVE PROTECTION

5.3.II.1. To avoid accidents at work, all firms must provide for collective protection in case of need. The choice will be determined by the principles of health and safety (Law concerning welfare, Chapter II, Article 5). Preference will be given to collective protection rather than individual protection.

5.3.II.2. The placing and/or removal of collective protection will take place in consultation with the health and safety coordinator and the CEU project manager. Collective protection which has been put in place may not be removed without replacement protection or definitive protection being installed.

5.4. Environment

5.4.1. The incineration of waste on site is strictly prohibited.

5.4.2. The removal of waste and/or packaging shall take place in consultation with the health and safety coordinator and the CEU project manager, in accordance with the legislation in force as regards the environment and the provisions on handling packaging.

6. ELECTRICAL INSTALLATION

6.1. Electrical installation work is to be carried out in accordance with the standards in force and the General Regulation on Electrical Installations (GREI).

6.2. When it is brought into service, the site installation will be approved by a recognised body/external technical control service. Any defect must immediately be reported to the health and safety coordinator or to the CEU project manager.

6.3. Distribution boards must always remain locked. Connections may only be made using the appropriate plugs. All connections (plugs, switches, cables) must be appropriate for use in a humid environment (minimum IP44).

6.4. All firms must be sure of the nature of the earthing system used for the electrical installation. Depending on the system used, the necessary steps must be taken for protection against indirect contact.

6.5. Cables and extension leads must always be suspended and/or protected from any damage and must be suited to the power level. The insulation of cables and extension leads must be in perfect condition.

6.6. Each firm is itself responsible for the lighting of its working areas. The lighting must be put in place in accordance with the legislation in force. It must be sufficient to prevent any risks. In

consultation with the health and safety coordinator or the CEU project manager, security and emergency lighting shall be put in place.

- 6.7. Only personnel with a BA4/BA5 attestation may work on electrical distribution boards. Proof of the attestation for each individual must be supplied to the Health and Safety Department.
- 6.8. All electrical installation work must be carried out with the current off, where applicable, and all the necessary preventive measures must be taken.

7. TOOLS AND EQUIPMENT

- 7.1. Only electrical material which complies with the legislation of the host country (the General Regulation for work protection, the Code on welfare at work and the General Regulation on electrical installations) may be connected to the distribution boards provided for that purpose.
- 7.2. All machinery is to have the CE mark.
- 7.3. Each firm shall be obliged to mark its tools so as to ensure that they are easily identifiable, so as to avoid any confusion and discourage theft.
- 7.4. The most appropriate tools shall be chosen for the work to be carried out. Tools must be well-maintained and regularly approved by a competent person so that their use does not create any risks to health and safety. Each firm shall provide the necessary instructions for use, as well as health and safety instructions. These documents must be produced at the request of the health and safety coordinator, the CEU project manager or the CEU health and safety adviser.

7.5. Cranes

- 7.5.1. All cranes and accessories, as well as excavators used to lift loads, which are brought onto the site must bear the CE mark and have an inspection certificate before they are brought into service, and a certificate confirming the regular three-monthly inspection by an approved body (External Technical Control Service).
- 7.5.2. A copy of the approvals should be given to the health and safety coordinator or to the CEU project manager before use of this machinery begins. Failing this, the health and safety coordinator or the Health and Safety Department has the right to ban the use of the machinery.
- 7.5.3. In the event of the use of several cranes where the booms overlap, a procedure for use and communication should be established in consultation with the health and safety coordinator or the CEU project manager.
- 7.5.4. Crane operators must provide proof that they are fit to use such machinery (training, experience, etc). They shall confirm their fitness on the copy which they sign of the approval which is submitted to the health and safety coordinator.
- 7.5.5. During handling manoeuvres the working area must be clearly marked.
- 7.5.6. When an elevating work platform, a cradle or a scissor lift is being used, regulation safety harness must be worn.

7.5.7. For all lifting device work, a permit to work must be requested from the Health and Safety Department

7.5.8. For handling operations with a forklift, collective protection (safety belt or barrier) must be fitted on the device and be in good working order. The reversing bleeper must be kept activated (Royal Decree 04/05/99).

7.5.9. During work using cranes the working area must be clearly marked. A location plan must be supplied to the health and safety coordinator or the CEU project manager and the Health and Safety Department (access plan, circulation zone, material storage area, emergency routes, etc.).

7.6. For work in areas prone to explosion, tools must be explosion proof.
All preventive measures must be taken to avoid explosions.

7.7. Excavators

7.7.1. Excavator drivers must provide proof in writing that they are fit to use such machinery (training, experience, etc). The original protection of the machines must never be removed or disabled.

7.7.2. During excavation work the working area must be clearly marked and railed off. All preventive measures must be taken to avoid the risk of landslides. A location plan must be supplied to the health and safety coordinator and the CEU project manager or the Health and Safety Department (access plan, device movement area, material storage area, emergency routes, etc.).

7.8. Working at a height on ladders

7.8.1. "Ladders may be used as work stations for work at a height only under circumstances in which the use of other, safer work equipment is not justified because of the low level of risk and by reason of either the short duration of use or existing features on site that the employer cannot alter." If there is no other possibility, a ladder may be used.

7.8.2. Ladders must bear a number and be entered in a register in which the person responsible records his checks. The register must be available to the health and safety coordinator, the CEU project manager or the health and safety adviser.

7.8.3. Ladders must always be in good condition (not be damaged, and be stable) and must be equipped with appropriate non-slip mechanisms. They shall be placed on solid ground and always be attached. They must bear a VGS (Belgian safety guarantee) label.

7.8.4. Ladders which have not been approved, are not numbered or are defective will be immediately withdrawn from the site so that they can no longer be used there.

7.8.5. A ladder must always go at least one metre past the highest level, so that it is easy to get on to it or down from it.

- 7.8.6. In principle, a ladder is only used to move between two levels at different heights. If possible, working on a ladder should be avoided. In exceptional cases certain work may be carried out from a ladder, on condition that the appropriate mechanisms to prevent falls are used.
- 7.8.7. A good ladder fitted with the best safety devices is still no absolute guarantee that accidents will not happen. Instructions on the use of ladders must be given to users, repeated and kept updated.
- 7.8.8. Ladders must be checked every three months by a competent person from the firm.
- 7.8.9. If the fall risk is more than two metres, a second worker must keep the ladder stable. Wearing a safety helmet is compulsory.
- 7.8.10. The work area must be signposted.

7.9. Working at a height on scaffolding

- 7.9.1. Above a height of 2 metres, all scaffolding must have supports, guardrails and toe boards. The working surface must be all in one block, i.e. without dangerous gaps between the planks and the supports, and must be sufficiently stable, taking account of the likely loads. Preferably, any scaffolding should be firmly anchored to the building.
- 7.9.2. Access to working platforms is to be via stairs or attached ladders.
- 7.9.3. Before it is brought into use and at least once a week the scaffolding is to be checked by a competent person from the firm. His conclusions are to be recorded in a register, to be produced at the request of the health and safety coordinator, the CEU project manager or the health and safety adviser. The scaffolding must bear an inspection label. Any defects found are to be repaired.
- 7.9.4. For scaffolding above 8 metres in height or for scaffolding exposed to exceptional loading, the necessary calculations must be provided to the health and safety coordinator or the CEU project manager.
- 7.9.5. In no case may scaffolding be partly dismantled and left in a state which enables it to be re-used, unless the remaining part still meets the rules in this area.
- 7.9.6. Scaffolding on wheels must be provided with a brake in good working condition. The width of the scaffolding must equal at least one third of the working height. Lateral stabilisers may be used to increase the width. Access to the scaffolding is to be internal.
- 7.9.7. Specific appropriate training for scaffolding users is compulsory.

7.10. Working at a height on cradles

The following measures must be taken (in accordance with the Royal Decree of 31 August 2005):

- A trained person must be in charge.
- The operator must be subject to a medical check, more especially for medical risks relating to a security function and work at a height.
- The aerial platform must be used in accordance with the instructions and directives.
- The working area must be marked out at ground level to prevent objects falling on passers-by.
- The user must check the turret and the cradle for visible defects before starting work each day.
- Compulsory inspection documents must be examined (four times a year).
- Wind speed must be constantly measured, with reference to the conditions in the procedure for working at a height.
- Means of communication (mobile phone, walkie-talkie, etc.) must be on hand to alert the emergency services in the event of an incident and/or accident.
- There must always be two workers together.
- Safety harness must be worn.
- The work area must be clearly marked at ground level.
- Material (products, PPE (personal protective equipment) and accessories) must be prepared.
- The safety harness fitted must be checked annually by an SECT.
- The platform must be entered in parked position and the harness secured to it via the fall arrest device.
- All material must be securely fastened.
- When work has finished, the cradle should be returned to parking position at the designated spot on the roof.
- If there are life lines on the roof, attach to them to gain access to the building.
- Signalize the work and device movement.

7.11. Working at a height on elevating work platforms

The following measures must be taken (in accordance with the Royal Decree of 31 August 2005):

- The person in charge must be trained and must hold a current attestation for elevating work platform use.
- The operator must be subject to a medical check, more especially for medical risks relating to a security function and work at a height.
- The elevating platform must be used in accordance with the instructions and directives as set out in the manual for the device.
- The elevating device must contain instruction sheets for the use of the cradle.
- The working area must be clearly marked at ground level to prevent objects falling on passers-by.
- The user and/or the operator must check the elevating platform for visible defects before starting work each day.

- Compulsory inspection documents must be examined (four times a year) and the vehicle must be overhauled.
- Wind speed must be constantly measured, with reference to the "conditions for working at a height" procedure.
- Means of communication (mobile phone, walkie-talkie, etc.) must be on hand to alert the emergency services in the event of an incident and/or accident.
- Safety harness must be worn in compliance with inspection requirements.
- The work area must be marked with cones and/or a ribbon.
- Material (products, PPE (personal protective equipment) and accessories) must be prepared.
- The safety harness fitting must be checked annually by an SECT.
- The base must be put in place and stabilised with struts positioned extending out from the side on which the cradle is raised.
- The device must be entered without haste to avoid falling.
- The platform must be checked to ensure that it is not slippery and can be walked on safely.
- Once in the cradle, the harness must be secured to it via the fall arrest device.
- All material must be securely fastened.
- The work area and device movement must be signposted.

8. USE OF HAZARDOUS PRODUCTS

8.1. General

In the context of your tasks within the institution, it is likely that you will have occasion to store and handle hazardous products.

"Substances with hazardous properties" is an expression which covers a whole range of products, whether they be inflammable, harmful to human health or damaging to the environment.

8.2. Responsibilities

It is the company's responsibility to submit to this procedure and to ensure that its personnel are aware of and apply the recommendations set out below.

8.3. General rules

8.3.1. Procedure for bringing a product onto the site

For each product used by the firm, those responsible, given authority to do so by their firm, shall review the safety data sheets with their health and safety adviser and their medical service (MSDS, in accordance with Belgian legislation and Directives 92/32/EEC and 91/155/EEC; amended by Directive 2001/58/EC). If the health and safety adviser and the medical service issue a favourable opinion, the whole dossier (with the opinion) shall be forwarded to the Health and Safety Department and if need be the CEU Medical Service, which will send a report giving authorisation to use that product on the premises.

- 8.3.2. Provision of information/formalities for personnel and the CEU
- 8.3.2.1. The firm is responsible for informing its personnel and the client's representative (Council contact person) on how these chemicals are to be used, and on the type of individual protection required.
- 8.3.2.2. Before transporting or using on site any chemical substance/preparation which is likely to be hazardous, personnel must be well aware of its risks and of the first aid steps to take in the event of accidental contact or poisoning (see toxicology sheet).
- 8.3.2.3. If necessary, the permit to work procedure applies (see paragraph 4).
- 8.3.3. General dossier relating to the products used

The person who has responsibility for the day-to-day management of the subcontracting firm on our premises must keep a complete and up-to-date dossier of all the products used. For each product this dossier must record where it is stored, the quantities habitually stored, the opinions issued by the company and the Council (see paragraph 1 above), the technical data sheet and the MSDS, in accordance with Belgian legislation and European Directives 91/55/EEC and 92/32/EEC.

8.4. Declaration when a new product is first used

- 8.4.1. Inform the Council contact person and the Health and Safety Department.
- 8.4.2. Enter information about the new substance in the general product dossier.

8.5. Labelling of the product

- 8.5.1. All products on site must have a label in accordance with the rules (identification of the substance - type of risk - first aid measures), whatever the quantity involved.
- 8.5.2. If for any reason a product is transferred into another container, the original labelling must also be transferred in full.

8.6. Storage of the product

- 8.6.1. Hazardous products must always be kept exclusively in the packaging/containers intended for that purpose (never in drinks bottles).
- 8.6.2. Inflammable liquids used by the firm's personnel must be stored in appropriate containers and properly labelled in accordance with the rules.
- 8.6.3. The firm must ensure that the instructions given about the location in which products are stored and the quantities stored are complied with.
- 8.6.4. The quantity stored at the workplace must be limited (enough for one day's work).

8.6.5. Acidic products must be kept separate from basic products.

8.7. Use of the product

The firm must regularly remind its personnel that they should read the instructions in the safety sheets carefully:

- If the recommendations refer to individual protection, they must be obeyed!
- Always use labelled containers.
- When starting to use new bottles or containers, always check the labelling or apply the correct label.

8.8. Hazardous products and coordination

8.8.1. When work is being carried out which may give rise to the release of vapour, gas, or hazardous or irritating dust, this should be mentioned in the health and safety plan. In consultation with the coordinator, the site manager and the Health and Safety Department, measures should be determined to eliminate the vapour, gas or dust effectively.

8.8.2. If it is not possible to carry out the work without causing some degree of environmental nuisance, work is to be planned in consultation with the coordinator, the site manager or the Health and Safety Department so as to reduce the nuisance for persons present in the Council's buildings to the strict minimum. Such work may in no case be carried out without the necessary consultation with the CEU project manager or the Health and Safety Department.

8.9. Pressurized containers:

8.9.1. Pressurized containers (gas cylinders and others) must be handled with the utmost care. Gas cylinders must be removed from the work area and buildings (pending removal, they must be stored horizontally).

8.9.2. Full cylinders must be stored vertically and protected from overturning (with a chain or other solid barrier) and must be protected from the sun and any other heat source. Connections, valves and necks must be in good condition. After a gas cylinder has been used, the user must check that the valve is fully closed.

EMERGENCY PROCEDURES

In the event of any danger, fire, flood or an urgent medical problem, always call the Security Control Centre of the General Secretariat

1. CALLING FOR HELP

You can alert the Security Control Centre by the following means:

Phone	Break the glass of the red box	Use the orange emergency phones in the JL car parks
 2000  02 / 281 2000		
Push the button of the emergency phones in the lifts		
JL	Lex	EB
		

2. HOW TO REACT TO AN EMERGENCY

2.1 What to do if there is an accident or someone is injured or feeling unwell?

- **Always stay calm**
- Call (02 281) **2000** immediately
- Follow the instructions given by the operator
- Never move a person who has had a fall
- Reassure the person concerned
- Stay with the person and wait for the arrival of the first aid team and/or the nurse
- Follow their instructions

2.2 What to do if there is a fire

- **Always stay calm**
- Leave the room, close windows and doors
- Call (02 281) **2000** immediately
- Follow the instructions given by the operator
- Warn those around you

2.3 What to do if you discover a suspicious letter or package

- **Always stay calm and do not touch it**
 - If you have already handled it:
 - Do not shake the suspect letter or parcel
 - Do not open it
 - If it has been opened, do not remove the contents
 - Do not cover the letter or package
 - If the mail contains powder that is spilling out:
 - do not try to clean up the powder
 - Remove contaminated clothing on the spot
 - Close the windows
- **Call the emergency phone number (02 281) 2000**
- Follow the instructions given by the operator
- Leave the office, close the doors and prevent any access to the area (keep people at a distance), in order to avoid contamination of others
- stay close by and await the arrival of the emergency response team.

* * *

EVACUATION PROCEDURES

An evacuation is an organised withdrawal of staff from a location at risk.

Evacuation means leaving the danger zone as quickly and as safely as possible.

It is essential not to panic and to know how to react. For these reasons, it is important to know both the evacuation route from your usual workplace and the evacuation procedures.

1. ALARM

The alarm is an order to evacuate the building. It is given by an evacuation siren or by loudspeaker. Sirens may be preceded by a spoken message issued by loudspeaker.

2. EVACUATION

Everyone present must then leave the danger zone.

2.1 Evacuation route

The evacuation route is the shortest route to the assembly point. It is often different to your normal route. It runs from your location, via the nearest emergency staircase, to the evacuation level, taking you safely out of the building to the assembly point.²

Evacuation routes are clearly marked by special evacuation signs (see Annex 1). Fluorescent arrows at floor level will help you find the closest emergency exit. It is important that you follow these arrows, since they ensure that the flow of people evacuating the building is divided between the various exits.

² In the Europa building, in staircases B2 and D1 (identification on the doors), the evacuation route leads to level -1 (S01) and then joins level R00 to the outside.

2.2 Evacuation doors

These doors are green.

In the Justus Lipsius building, they are surrounded by a fluorescent strip.

In the Europa building, most of the doors feature a special pattern, but the colour coding remains the same: green or mainly green doors = evacuation doors, red or mainly red door = never to be used for evacuation.



If you encounter a revolving door along the evacuation route, use the evacuation door next to it.

In the security zones, security doors along the evacuation route may be locked. To open them, you need to press the anti-panic bar or else the green push button next to the door (you should do this even during an evacuation drill).

In the Europa building, the use of some push buttons puts you in touch with the Security Control Centre operator via emergency phone. Please note that some doors will only open after a delay.



2.3 Evacuation

When the siren sounds or the order to evacuate is given by loudspeaker, you should:

- stay calm
- stop whatever you are doing
- switch off any heat-creating appliances
- close the windows
- leave the room and close the door behind you
- follow the evacuation route closest to you and:
 - close doors behind you
 - stay as close as possible to the ground if smoke becomes dense
 - do not go down to the basement parking areas
 - **never** use the lifts
 - do not turn back
- follow closely any instructions given by:
 - staff from the Safety Unit (identifiable by their red and yellow jackets)
 - evacuation stewards (yellow jackets)
 - security officers (yellow and blue jackets)
- pay particular attention to people with reduced mobility
- dial (02 281) **2000** to report any danger or urgent problem that arises during the evacuation.

2.4 Evacuation of visitors and meeting rooms

If you have visitors or are taking part in a meeting with external visitors, **you must look after them** during an evacuation:

- ask them to follow you and tell them to head for the assembly point, which you should point out to them
- show them the nearest evacuation route
- close the window(s) and door(s) in the room
- accompany your visitors to the assembly point, bearing in mind the evacuation instructions

If a person of reduced mobility (PRM) is present who cannot evacuate unaided (due to injury, reduced mobility, etc.), you must:

- call (02 281) **2000** from the room where you and the person are
- give the name of the person and the location (building, level, corridor, room number)
- explain why the person cannot exit the building
- ask him or her to wait in the office/room for the emergency services or to follow the instructions given
- evacuate.



2.5 If you are in difficulty

If it is impossible for you to leave the building unaided (due to injury, reduced mobility, etc.), you must:

- remain in your office or go into an office and shut the door
- call (02 281) **2000**
- give your name and the number of the office (building, level, corridor, number)
- explain why you cannot exit the building
- wait where you are or follow the instructions given

3. ASSEMBLY POINTS

3.1 Main assembly points

The main assembly points are not dependent on where you normally work, but on the place where you are when the alarm is given. They are located so as to remove you from the area at risk, without impeding access for the emergency services.

Building	Assembly point (see Annex 2)
• Justus Lipsius, Conference part	Pedestrian area between the JL and Berlaymont buildings
• Justus Lipsius, General Secretariat part	Parc Léopold
• Lex	Parc Léopold
• Europa building	Pedestrian area between the JL and Berlaymont buildings

Depending on the circumstances and alert levels in the Council buildings, an alternative assembly point may be chosen. You will be informed of any alternative assembly point using the means available (loudspeakers, evacuation stewards, Security Office and Safety Unit staff or security guards).

Given the importance of being able to identify those present at the assembly point, you must **remain with your unit** or join other members of your unit. Report any missing persons or any relevant information to the evacuation stewards (identifiable by their fluorescent yellow jackets), who will also be able to contact the necessary people if you require assistance.

If necessary, staff may be told to disperse from the assembly point. The order to disperse will be given by appropriate means.

In all circumstances it is essential to follow any instructions received immediately.

3.2 Secondary assembly points

A secondary assembly point may be indicated, for example if it is impossible to return to the building in which you work. A relevant agreement has been signed with the European Parliament.

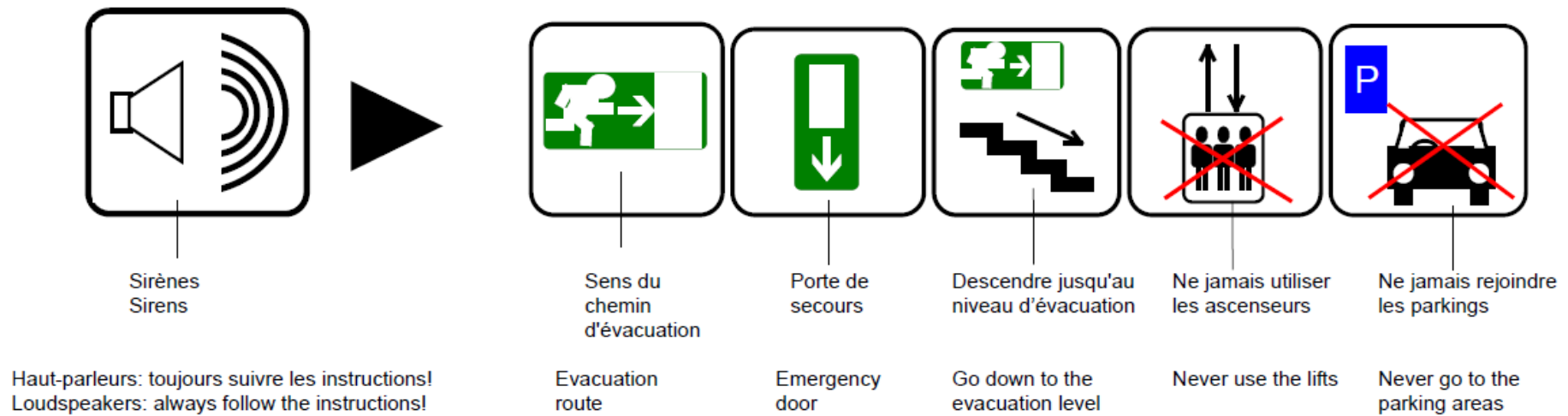
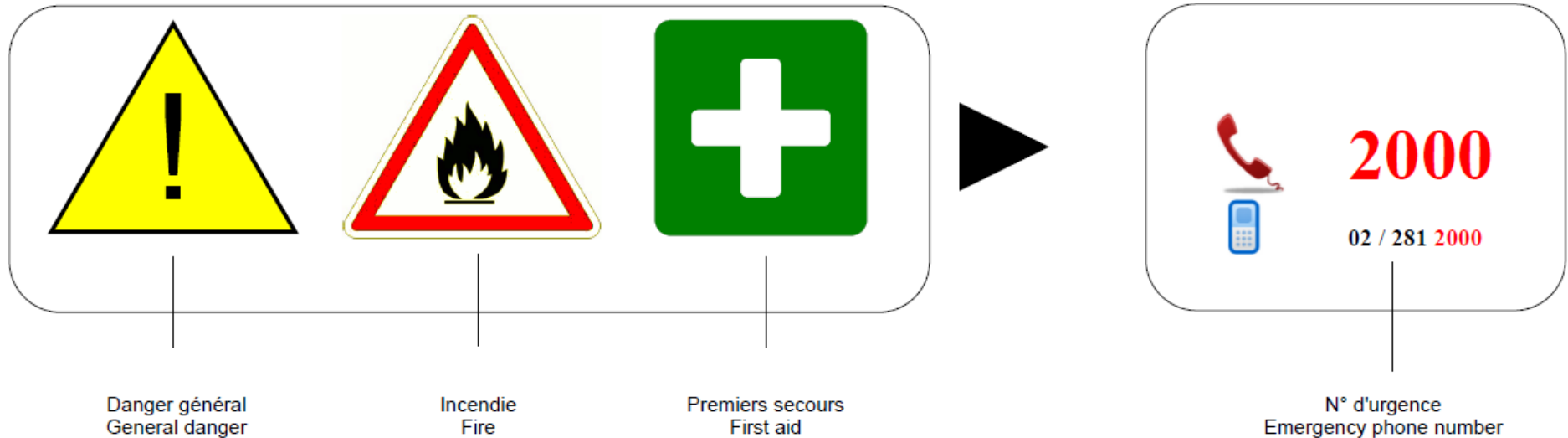
3.3 Assembly inside the building

Depending on the nature of the danger, you may be asked not to evacuate the building but instead to go to a specified area in the building.

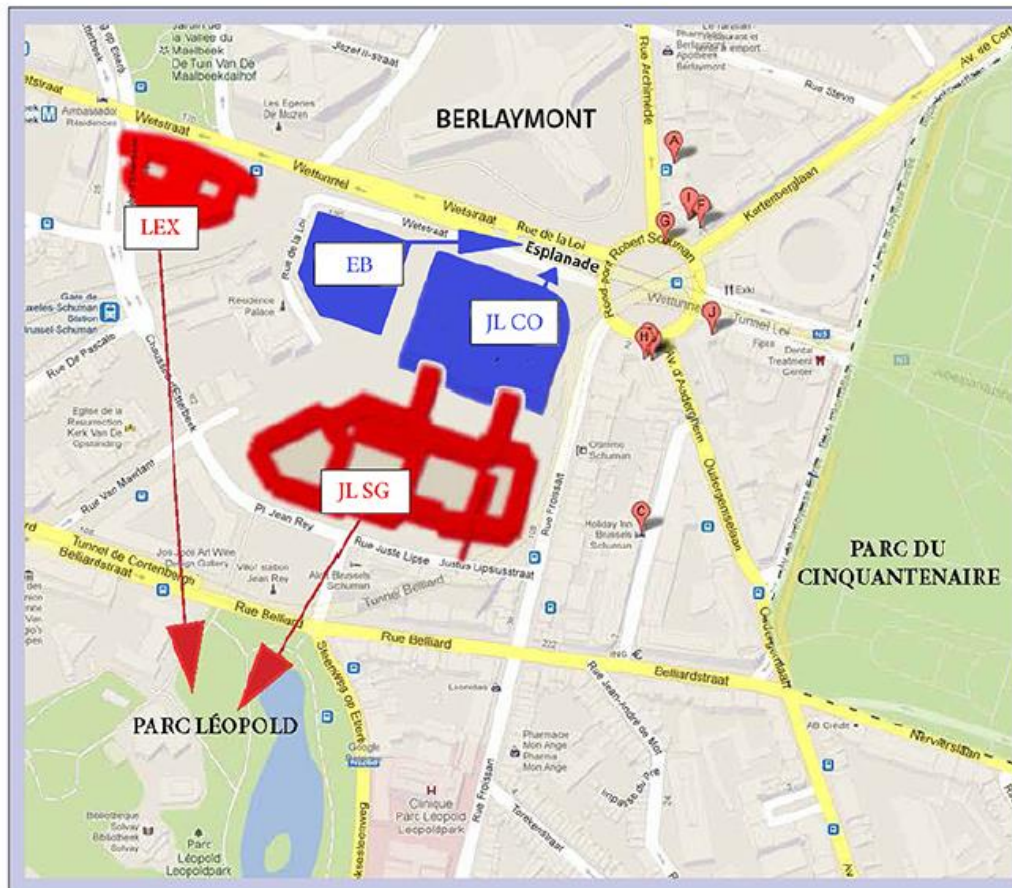
In this case:

- you will hear a siren signal followed by spoken instructions telling you to remain inside the building;
- do not leave the building but make your way towards the assembly point announced by loudspeaker as quickly as possible, by the shortest route.

QUE FAIRE EN CAS DE... / WHAT TO DO IN CASE OF...



LIEUX DE RASSEMBLEMENT ASSEMBLY POINTS



JL CO (= Justus Lipsius - Conference)
 EB (= Europa Building)
 JL SG (= Justus Lipsius - Secretariat)
 LEX

→ Esplanade JL - Berlaymont
 → Esplanade JL - Berlaymont
 → Parc Léopold
 → Parc Léopold

Supplement 2 of the Appendix 2 of the Annex VI

PERMIT TO WORK

☐ HOT-WORK PERMIT

N^o

Work ordered or requested by:		Firm carrying out the work					Nature of the work		Affecting	
Person responsible in CEU:		General contractor:					<input type="checkbox"/> New installation		<input type="checkbox"/> compartmentalisation	
Tel. (fixed or mobile):		Final subcontractor:					<input type="checkbox"/> Adjustment/renovation		<input type="checkbox"/> detection:	
Fax:		Person responsible for the work:					<input type="checkbox"/> Replacement		<input type="checkbox"/> automatic fire extinguishing.	
		Tel. (fixed or mobile):					<input type="checkbox"/> Repair		<input type="checkbox"/> hydrants; hose reels	
		Fax:					<input type="checkbox"/> Maintenance		<input type="checkbox"/> installation	
							<input type="checkbox"/> Demolition		<input type="checkbox"/> evacuation	
							<input type="checkbox"/> Other:		<input type="checkbox"/> emergency exit	
									<input type="checkbox"/> ventilation	
									<input type="checkbox"/> other	
Location of the work:							Types of work		Power source	
Date		Building	Floor	Wing	Room:	Other	<input type="checkbox"/> Brushing		<input type="checkbox"/> Air	
This permit is valid only for the day abovementioned							<input type="checkbox"/> Heating		<input type="checkbox"/> Water	
		<input type="checkbox"/> Using adhesive		<input type="checkbox"/> Electricity						
		<input type="checkbox"/> Cutting		<input type="checkbox"/> Gas						
		<input type="checkbox"/> Hammering		<input type="checkbox"/> Chemical reaction						
		<input type="checkbox"/> Grinding		<input type="checkbox"/> Other						
		<input type="checkbox"/> Cleaning								
		<input type="checkbox"/> Drilling								
		<input type="checkbox"/> Soldering								
		<input type="checkbox"/> Other								
Description of the work:							Risks		Materials	
Preventive measures taken by the firm responsible for the work to protect occupants and installations on the premises:							<input type="checkbox"/> Noise		<input type="checkbox"/> Concrete	
							<input type="checkbox"/> Burns		<input type="checkbox"/> Timber	
							<input type="checkbox"/> Physical impact		<input type="checkbox"/> Metal	
							<input type="checkbox"/> Falls		<input type="checkbox"/> Stone	
							<input type="checkbox"/> Falling objects		<input type="checkbox"/> Plastic	
							<input type="checkbox"/> Direct contact with live current		<input type="checkbox"/> Plaster	
							<input type="checkbox"/> Short circuit		<input type="checkbox"/> Chemical product	
							<input type="checkbox"/> Collapse		<input type="checkbox"/> Other	
							<input type="checkbox"/> Electric charge			
							<input type="checkbox"/> Sparks			
<input type="checkbox"/> Explosion										
<input type="checkbox"/> Fire										
<input type="checkbox"/> Irritation										
<input type="checkbox"/> Flood										
<input type="checkbox"/> Odour										
<input type="checkbox"/> Dust										
<input type="checkbox"/> Other										
							Type of space			
							<input type="checkbox"/> Technical area			
							<input type="checkbox"/> Corridor			
							<input type="checkbox"/> Office			
							<input type="checkbox"/> Kitchen			
							<input type="checkbox"/> Car park			
							<input type="checkbox"/> Archive			
							<input type="checkbox"/> Confined space			
							<input type="checkbox"/> Other			

This permit is granted by the CEU Health and Safety Department subject to strict application of:

1. The safety instructions overleaf
2. Every day information to CDI (02/281 9100) before the beginning and at the end of the work
3. Specific preventive measures :

511

EMERGENCIES



OR

02 / 281 2000

<u>Firm carrying out the work</u>	<u>General contractor</u>	<u>Agreement by the CEU Health and Safety Department</u>	Returning installations affected by the firm to working order:
Done on	Done on	Done on	Done on
By	By	By	By
Signature	Signature	Signature	Signature

Internal Measures	Constant surveillance: yes/no Detectors - Lines - Loops						Carried out by:	PO - Safety EDI monitoring	Health and Safety Department Evaluation
	Patrols/control sheet								
	Time	Start					End		
	By							Done on By Signature	Done on By Signature

COMPULSORY SECURITY MEASURES

BEFORE THE WORK

Take all measures appropriate to the nature of the work to be carried out, particularly work involving a risk of fire or explosion:

1. Call the fire control centre (Centre Dispatching Incendie - CDI), telephone 9100/9200 to say when work is starting.
2. Check that **equipment** is in **perfect working condition**.
3. **Remove, protect or cover** with fireproof or flame-retardant material all combustible or inflammable objects (within a sufficient radius of the workplace).
4. Block openings, gaps and fissures with sand, flame-retardant covers, etc.
5. If the work is to be carried out in a hollow space, make sure that it has been **completely degassed**.
6. If the work is to be carried out on metal conduits, clear the surrounding area of **all combustible and inflammable objects**.
7. Place within immediate reach a **fire extinguisher appropriate to the risk** (supplied by the firm).

DURING THE WORK

1. Carefully watch the **fall points for burning matter**.
2. Place heated objects only on stands which are heat-resistant and involve no risk of propagation.
3. Do not attach a blowlamp to the pressure regulator (when operating) close to the cylinders and do not lay it on the ground.

AFTER THE WORK

1. **Carefully inspect the workplace**, adjacent areas and all areas which may have been reached by burning projections or diffused heat.
2. Maintain strict surveillance for the necessary period after the work has finished.
3. Where the operation is carried out in an area not under surveillance, the person carrying out the work must, **before leaving**, ensure that there is no longer any **risk of fire spill over**.
4. Call the fire control centre (Centre Dispatching Incendie - CDI), telephone 9100/9200 to say that work has finished and, if necessary, recommend that staff on later patrols pay particular attention.

THIS PERMIT MUST BE PRODUCED WHENEVER REQUESTED BY THE FIRE CONTROL SERVICE

Form: Copy for the fire control centre ☐
 Copy for the buildings department ☐
 Copy for the firm carrying out the work ☐

PERMIT TO WORK/HOT-WORK PERMIT

To be followed in chronological order

1. The head of team or the operator takes the document by hand or sends it by e-mail to the Health and Safety Department (room 00 CG 08 in the Justus Lipsius building, telephone 5400), **at least 24 hours in advance**, to have it signed by a health and safety adviser.

2. (a) On every day of work, alert or go to one of the following before the work begins to consider whether it is necessary to disable some of the firefighting and fire prevention installations:
 - for the **Justus Lipsius and Lex buildings**: the fire control centre (Centre Dispatching Incendie - CDI - **JL building - 10 CD 15, telephone 9100/9200**)
 - for the **Creche**: **Creche/Brabançonne security lodge, telephone 1810**
- (b) Before work begins, check to ensure that the precautions described on the reverse of the form and the preventive measures resulting from the risk analysis have been taken.

3. (a) Following the work, take the steps described on the reverse of the form.
- (b) Inform the fire control centre of the end of the work every day, so that the firefighting and fire prevention installations can be returned to normal operation:
 - for the **Justus Lipsius and Lex buildings**: the fire control centre (Centre Dispatching Incendie - CDI - **JL building - 10 CD 15, telephone 9100/9200**)
 - for the **Creche**: **Creche/Brabançonne security lodge, telephone 1810**

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