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1. GENERAL CONDITIONS

ONE. The contract is established within the framework of Law 31/1995 of 8 November on the Prevention of Occupational Risks, published in the BOE dated 10 November 1995 and developed in the Regulation of Prevention Services, approved by the Royal Decree 39/1997 of 17 January as well as within the framework of its development regulations.

Also in accordance with the Regulation of Prevention Services, **Quirón Prevención SL** has definitive accreditation to act as an external prevention service through resolutions of the General Directorate of Labour and Employment of the Community of Cataluña.

TWO. The preventive activities that **Quirón Prevención SL**, develops for the COMPANY, are those specified in the Particular of this contract, described in their content and scope in the Annexes thereof. The performance of said activities will be carried out by virtue of the annual schedule agreed between the parties.

In the event that the activity developed by the COMPANY, the number of workers and workplaces are different from those provided, an additional budget will be made. In case of not being accepted by the COMPANY, **Quirón Prevención SL**, reserves the right to terminate this contract being relegated from any obligation or liability derived from it.

In the event that, after the signature of the same, legal modifications that force the performance of activities added to those included in the annexes are produced, these should be additionally budgeted.

THREE. For the development of the actions that the COMPANY requests from **Quirón Prevención SL**, as a third-party prevention service, that party will be obliged to comply with all the obligations that article 20.1 of Royal Decree 39/1997 of 17 January establishes for the COMPANY and, in particular:

- Allow access to the workplace or workplaces of people who, designated by **Quirón Prevención SL**, must perform all or part of the services contracted.
- **Quirón Prevención S.L.**, shall be notified of the workers designated by the COMPANY for the prevention activity, or people who constitute the prevention service itself and the changes that may occur in them, as well as activities or functions performed with other preventive resources and / or other entities to facilitate collaboration and coordination with all of them.
- **Quirón Prevención SL**, with shall be provided with, in advance, in order to initiate the activities contracted, all information related to the organisation, characteristics and complexity of the work, production processes, relationship of raw materials and work equipment existing in the COMPANY, list of workers with the name of their jobs, as well as as the information contained in it about the health status of workers and the variations that, in relation to the specified issues, occur in the future. Likewise, the relationship of contractors, temporary work agencies, positions and tasks, as well as the existing technical reports in relation to compliance with the regulations, will be made available to the prevention service.
- **Quirón Prevención SL** shall be notified of the damages to health derived from the work that has taken place in the last three years and that which occurs in the period of validity of the contract.
- Provide **Quirón Prevención S.L.** with the information provided in article 31.2 of the Law on Occupational Risks.
- Receive the reports, recommendations or preventive documentation of this contract, in accordance with the provisions of the particular conditions of this contract.
- In the event that, within the preventive activities, the Occupational Medicine is agreed upon, the COMPANY shall inform **Quirón Prevención SL of the** diseases and work absences due workers' health motives, the effects of which are contemplated in the Regulations of the Prevention Services and Royal Decree 843/2011.
- Any other obligation not contemplated in the above assumptions and the technical criteria of the people who will issue the advice and support of the employer, the employees and their representatives, and the special representation presentation, are deemed necessary for normal performance.
- It shall integrate the preventive activity, in accordance with the provisions of Article 1.1 of the Regulation of Prevention Services, which implies the attribution to all hierarchical levels and the assumption by them of the obligation to include risk prevention in any activity that is carried out or decision they adopt.
- The workers shall understand one of the official languages of the State, or in case of failure to do so, the COMPANY shall take the appropriate measures.
- Workers enrolled in the courses offered and provided by **Quirón Prevención SL** shall be part of the COMPANY staff.
- That in the case of ships, these shall remain in the Spanish port long enough for the development by **Quirón Prevención SL** of the contracted activities, as well as communicating the berth of the same with the notice required for the organisation of work.

FOUR. **Quirón Prevención SL** will treat as reserved all the information that, in relation to this contract, is provided by the COMPANY. Without prior written knowledge of this, **Quirón Prevención SL** will not use the information provided by the COMPANY, nor disclose this information to third parties, except for reasons of compliance with the obligations arising from this contract, the applicable legal regulations, or that is required by the labour, health or judicial authority.

The veracity of the information contained in the contract as well as that necessary for the development of the same, results from the data provided by the COMPANY, leaving **Quirón Prevención SL**, exonerated from any type of responsibility for the validity of the information provided by it and contained in the contract.

FIVE. For the development of the actions as an external prevention service in the contracts in which Quirón Prevención SL assumes one or several preventive specialities, it will be obliged to comply with all the indications reflected in article 20 of Royal Decree 39/1997 of 17 January:

- Provide the COMPANY with the annual schedule of prevention services in which it will include the specific actions to be carried out in the development of the functions assumed, during the term of the contract. Said actions will be developed in accordance with the planning of the preventive activity. Likewise, Quirón Prevención SL, will carry out the annual report of the activities carried out, in this report the assessment of the effectiveness of the integration of occupational risk prevention will be made in the general management system of the company through the implementation and application of the occupational risk prevention plan in relation to concerted preventive activities.
- It shall dedicate annually the human resources and materials necessary for the performance of the agreed activities.
- Perform with the periodicity required by the existing risks, the monitoring and evaluation activity of the implementation of the preventive activities derived from the evaluation.
- Advise the employer, the employees and their representatives and the specialised representation bodies, within the terms established in the applicable regulations.
- Review the risk assessment in cases required by the legal system, in particular, at the time of damage to the health of the workers may have occurred.

SIX. The COMPANY expressly states that it assumes, directly and under its full responsibility, the execution, implementation and monitoring of compliance with the recommendations of Quirón Prevención SL, and other established safety and health standards, as this, in its capacity as an external advisory body, cannot legally exercise the management of preventive activities to be applied in the COMPANY, nor does it have a delegate capacity to stop an activity.

SEVEN. The Parties declare they are aware of and agree to respect and comply with the regulations and security measures relating to European Regulation (EU) 2016/679, concerning the Protection of Individuals with regards to personal data and other regulations existing on the subject matter.

In accordance with Article 13 of European Regulation (EU) 2016/679, of the European Parliament and of the Council of April 27, 2016, relative to the protection of individuals with regard to the processing of personal data and on the free movement of these data, which regulates the duty of information in the collection of data of a personal nature, the legal representatives of the Company Responsible for the Processing (the COMPANY) and the Processor (Quirón Prevención S.L.), are advised that their personal information data, including this agreement or those provided on the forming of the contractual relationship, will be included in two separate activities records of both the Company Responsible for the Processing and the Processor, who will be the only recipients of the data, and whose purpose is the management of the contractual relationship. The data collected are those essential to the establishment and development of the contractual relationship, as well as of the services contracted by the Company Responsible for the Processing in these Terms and Conditions and data will not be transferred to third parties, unless there is a legal obligation.

The legal representatives of the Company Responsible for the Processing and the Processor agree to communicate in writing, any changes that occur in their data. In addition, the Company Responsible for the Processing and the Processor, acknowledge that the legal representatives of both companies may freely exercise their rights of access, rectification, opposition, suppression, portability and limitation of the processing, by written communication to the notification address indicated in the special conditions. Also, the Company Responsible for the Processing can exercise their rights to the e-mail address of Processor: protecciondedatos@quironprevencion.com. In any case, this communication should include the name and surname of the applicant concerned, as well as the query on which the request is based, and the address for the purpose of notifications, as well as the date, signature and a photocopy of the National identity document or Passport of the applicant concerned.

Quirón Prevención S.L. will deliver the following services for the COMPANY in the position of PROCESSOR:

- Safety at work
- Industrial hygiene
- Ergonomic and applied psychology

7.1. Processor's objective

Through the current provisions empowered to the Company in Charge of Processing, to process on behalf of the Company Responsible for the Processing, and under its instructions, the personal data needed to provide the prevention services that have been specified and detailed and selected by the Company Responsible for the Processing in the Specific Conditions.

In all cases, the data to be processed will hereinafter be identified in a clear and specific way by Quirón Prevención S.L., as the Processor, according to each of the technical specialities or individual preventive activities listed in the Specific Conditions, First Stipulation. Processing specifically consists of the following processing operations which are specified and detailed below:

- ✓ Collection.
- ✓ Preparation.
- ✓ Data recording.
- ✓ Structuring.
- ✓ Use.
- ✓ Consultation.
- ✓ Dissemination.
- ✓ Collation.
- ✓ Suppression.
- ✓ Conservation.
- ✓ Registration.
- ✓ Adaptation or Modification.
- ✓ Extraction
- ✓ Communication by transmission.
- ✓ Interconnection.

- ✓ Limitation.
- ✓ Destruction.
- ✓ Communication.
- ✓ Cancellation, Blocking or Deletion

In those cases in which the processing of personal data is intended to provide a service for the monitoring of health and occupational health, within the framework of implementation of this particular prevention service, QUIRÓN PREVENCIÓN will take into account from the Company Responsible for the Processing, all necessary data provided by the employee in the development of its activity of occupational risk prevention, carried out in the framework of the medical service intended for the health monitoring of the customer's employees, who will be informed of the conclusions resulting from the medical examinations carried out only in relation to the ability of the employee for the performance of their job, in accordance with the provisions in Article 22 of law 31/1995 of 8 November on occupational risk prevention. In all cases QUIRÓN PREVENCIÓN, as a prevention service provider for the monitoring of health and occupational health, will be responsible for the processing of all data provided to them by the employee in the development of its activity for the prevention of labour risks carried out by their medical services, aimed at the monitoring of the health of the Client's employees.

Quirón Prevención S.L. guarantees that access to medical information of a personal nature within the framework of the provision of this service for occupational health will be limited to medical personnel and health authorities that carry out health monitoring of employees, except with the express and unequivocal consent of the employee concerned, in the terms relating to consent in the GDPR.

7.2. Identification of data concerned: Personal Data.

For the execution of the benefits arising from the fulfilment of the purpose of this order, the Company Responsible for the Processing will make available to the Processor, the information detailed below:

1. With regard to the employees of the Company Responsible for the Processing, the following type and/or category of data will be made available to the Processor:
 - i. Employees' personal identification data: name and surname of the employee, DNI-NIE (Identity Number), postal address, landline or mobile telephone number, personal or business email address).
 - ii. Personal data relating to the detail of the nature of the employment of the employee (information about the type of job, schedule of working hours, shift working hours, professional experience).
 - iii. Personal data relating to the personal characteristics of employees relative to their age, sex and date of birth.

7.3. Obligations of the Parties.

7.3.1. General obligations.

The parties undertake to comply with the provisions of applicable personal data protection regulations at all times (hereinafter "Applicable Data Protection Regulations"). Among others, the parties must comply with provisions of Organic Law for Data Protection 15/1999 of (hereinafter "LOPD"), in Royal Decree 1720 / 2007 which approves the Regulation of the development of the LOPD ("RLOPD"), while these are applicable, in addition, from May 25, 2018, with the GDPR and that legislation or regulation that will replace or amend or complement any of the above in the future.

7.3.2. Obligations of the Processor.

- 7.3.2.1. The Client will be responsible for the processing with regard to the personal data to which the Processor has access, in relation to the provision of the services for the purpose of this Contract which have been specified in this agreement ("Personal Data"), while QUIRÓN PREVENCIÓN will act as the Processor with respect to said Personal Data, processing them exclusively on behalf of the Client.
- 7.3.2.2. The period of time during which the processing of the Personal Data will take place is set in accordance with that regulated in the ninth clause of the Current Terms and Conditions.

7.3.3. Obligations of the Processor:

The Processor undertakes the following obligations:

- a) To use the Personal Data exclusively for the purpose of providing the services specified in the Special Conditions, without assigning them for other different purposes and in accordance with the documented instructions provided by the Company Responsible for the Processing. If the processor considers that any of the instructions violate the General Data Protection Regulation or any other provisions on data protection of the Union or the Member States in force at the time of detection of the infringement, the Processor shall inform the Company Responsible for the Processing within a maximum of three (3) business days.
- b) The processor undertakes, in writing, to keep a record of all categories of processing activities carried out on behalf of the Company responsible, containing:
 1. The name and contact details of the processor or processors and of each for which processor acts and, where appropriate, of the processor's or responsible company's representative and the data protection delegate.
 2. The processing categories carried out on behalf of each company responsible.
 3. In their case, transfers of personal data to a third country or international organisation, including the identification of the third country or international organisation and, in the case of transfers listed in Article 49 paragraph 1, second sub paragraph of the Data Protection Regulations, the documentation for appropriate guarantees.
 4. Where possible, a general description of the technical and organisational security measures of application pursuant to Article 30 of the Data Protection Regulations, especially regarding:

- a. The pseudonymisation and the encryption of sensitive data.
 - b. The ability to ensure continuous confidentiality, integrity, availability and resilience of the systems and processing services.
 - c. The ability to restore the availability and access to personal data quickly, in the event of a physical or technical incident.
- c) Not to communicate data to third parties, unless express permission has been granted from the Company Responsible for the Processing, in legal and properly admissible cases.
- d) To assist the Company Responsible for the Processing, within a reasonable period of time predetermined by the Company Responsible for the Processing, and always within the maximum limits laid down by the GDPR, so that they can fulfil the obligations contained in the following Articles: (i) Article 32 of the GDPR (Processing Security); (ii) Articles 33 and 34 of the GDPR (Notification of a violation of the security of personal data); (iii) Article 35 of the GDPR (evaluation of impact on data protection) and (iv) Article 36 of the GDPR (Prior Consultation).
- e) The Responsible for the Processing expressly authorises the Processor to communicate data to others processors of the same responsible, in accordance with the instructions of the Responsible. In this case, the responsible shall identify in advance and in writing, the entity to which data should be communicated, the data to be communicated and the security measures to be applied to process the communication.
- f) The Processor will ensure that staff acting under their responsibility and that process the Personal Data is subject to a contractual duty of confidentiality in relation to Personal Data. In all cases persons authorised to process Personal Data shall undertake to respect the obligation of confidentiality and comply with the appropriate security measures.
- g) To ensure the necessary training in the field of protection of personal data of authorised personnel for them to manage personal information.
- h) The Processor must implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, as a result of the accidental or unlawful destruction, loss or alteration, as well as the non- authorised communication or access to said personal data. These measures are included in Quirón Prevención's Information Security Management System and is supported by the ISO 27001 certificate. In all cases, the Processor shall take the necessary measures to comply with the provisions of Article 32 of the GDPR. In particular, the Processor must take the sufficient and necessary technical and organisational security measures to ensure the continuous confidentiality, integrity, availability and resilience of the systems and methods of processing, offering sufficient guarantee in relation to expertise, reliability and resources with a view to the application of such technical and organisational measures.
- i) The Processor shall maintain the duty of secrecy with respect to personal data that they have access to pursuant to this order, even after its objective ends.
- j) Regarding subcontracting, the Processor authorises the Responsible for the Processing to subcontract with companies that hereinafter specified, the provisions that the following processing or activities entail:
1. The realisation of activities requiring special expertise or facilities of great complexity according to Article 19 of the Prevention Services Regulation (R.D. 39/1997), in particular highlighting:
 - i. In the context of education on the prevention of occupational risks online, the Processor authorises the Responsible for the Processing to subcontract with the entity the Polytechnic University of Catalonia, with T.I.N. (Tax Identification Number) Q-0818003-F for management services outsourced from the online platform through which the training objective of this Prevention Service is delivered.

To subcontract out other benefits, the Processor must inform the Responsible for the Processing in writing, clearly and unequivocally identifying the subcontractor company and their contact details. Subcontracting may be carried out, if the responsible has not expressed their opposition within a period of seven (7) days.

The subcontractor, who also has the status of processor, is also obliged to comply with the obligations laid down in this Contract for the Processor, and the instructions issued by the Responsible for the Processing. The initial Processor is responsible for the new relationship, and making sure that the new processor is subject to the same conditions and legal rules which QUIRÓN PREVENCIÓN are bound by and to the same formal requirements as in this Section, regarding the appropriate processing of personal data and the guarantee of the rights of those affected. In the case of default by the sub-processor, the initial processor shall remain fully liable to the company responsible in relation to the fulfilment of the obligations.

- k) The Processor shall be provided with the information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR, as well as to enable and contribute to the execution of audits, including inspections, by the Processor or another auditor authorised by the Responsible.
- l) To assist the processor in the exercise of the rights of:
1. Access, rectification, deletion and opposition
 2. Limitation of processing
 3. Data portability
 4. Not to be subjected to automated individual decisions (including profiling).

When people exercise rights of access, rectification, deletion, opposition, limitation of processing, data portability and not to be subjected to automated individual decisions, in light of this the Processor shall communicate this to the company responsible for the processing at the address indicated in the Special conditions. The communication must be without undue delay and in no case more than the working day following the receipt of the request, and together, where appropriate, with other information that may be relevant to meet the request.

- m) Regarding Notification of violations of the security of the Personal Data, the Processor shall notify under the terms established in Article 33, GDPR, to the Responsible for the Processing at the address indicated in the Special Conditions, without undue delay, and in any case before a

maximum time period of 72 hours, of violations of the security of the personal data they are responsible that they are aware of, together with all the relevant information for the documentation and communication of the incident.

Notification will not be necessary when it is unlikely that said breach of security is a risk to the rights and freedom of natural persons.

If it is not possible to provide the information at the same time, and insofar as it is not, the information shall be provided in a phased manner without undue delay.

- n) The Processor will give support in this case to the Responsible for the Processing in carrying out impact assessments relating to data protection, where appropriate, as well as to the execution of prior consultations to the supervisory authority, where applicable.
- o) To appoint a data protection delegate and supply their identity and contact information to the Responsible for the Processing.
- p) On the termination or expiration of this Contract, the Processor will return or will delete all personal data, at the choice of the Responsible for the Processing, and will delete copies that exist, unless the conservation of Personal Data requires it by virtue of the Law of the Union or the Member States. The provisions of this clause shall prevail until the Processor has returned or deleted the personal data in accordance with this provision. However, the Responsible for the Processing authorises the Processor to keep a properly and technically blocked copy of the Personal Data, meanwhile responsibilities may arise for the execution of the provision of services in the Contract.

7.4. Obligations of the Processor

The Processor assumes the following obligations:

- a) To supply the data referred to in clause 7.2 of this document to the Processor.
- b) To carry out an impact assessment on the protection of personal data on the processing operations to be performed by the Processor which are subject to this agreement, when required by the applicable legislation, in accordance with the provisions in Article 35 of the GDPR.
- c) To perform prior consultations if necessary.
- d) To ensure, prior and during processing, the fulfilment of the General Data Protection Regulations by the processor.
- e) To oversee the processing carried out, including conducting inspections and audits.
- f) Regarding the right to information corresponding to the Company Responsible for the Processing, to facilitate the rights to information at the time of collection of the personal data from the interested parties.

7.5. Liability.

- 7.5.1. Each of the Parties shall meet the civil, administrative or criminal sanctions, as well as damages caused by the breach of obligations established by current regulations on Data Protection for each of them.
- 7.5.2. Each Party shall indemnify the other for each and every one of the losses, claims, actions, responsibilities and/or procedures that address as a consequence of the breach of obligations and provisions that are directed against the non-offending party contained in the current regulations on Data Protection, when said breaches are attributable to the infringing party.

EIGHT. In installations and risks subject to regulatory technical inspections by specifically accredited control bodies, the performance of **Quirón Prevención SL**, will be limited to information to the COMPANY regarding the need to arrange the mandatory inspections or audits with these types of entities that are specifically authorised.

The activities affected by the scope of application of Royal Decree 1627/1997, and with respect to the preventive activities for the fixed centres of the company, the actions of **Quirón Prevención SL**, will be carried out in the same way and with the same scope as in any other company.

In relation to the application of Royal Decree 1627/1997 of 24 October which establishes minimum safety and health provisions in construction works, which is specified in the development of on-site health and safety plans, on-site health and safety coordination and actions as a preventive resource, they will be executed within this contract, with the prior issuance of an additional budget and approval by the COMPANY.

With regard to the risk assessment of the workplaces that develop their work in construction sites, the scope of the risk assessment will be the activities previously reported by the COMPANY, that these workers develop on-site.

In sites where there is an obligation to have a health and safety plan at work, this is the basic instrument for organising the identification activities and, where appropriate, risk assessment and planning of the preventive activity of the employees on-site, in accordance with article 7, paragraph 3, of the aforementioned Royal Decree 1627/1997 of 24 October.

For the above, the risk assessment of the work on-site, will be complemented with the health and safety at work plan, and failing that, by the risk assessment of the workplace or by the instructions on the subject of coordination of business activities, established by the employer / principal of the centre.

For those workplaces which develop their own construction works and do not usually constitute a workplace (site), as defined in the applicable preventive regulations, the employer may request additional work visits, to identify the risks inherent to the environment, evaluation and establishment of measures for preventive and timely elimination and control.

Likewise, in any case, the employer may request visits to additional sites for the periodic control of the evaluated conditions.

The site visits indicated in the previous paragraphs will be developed by **Quirón Prevención SL**, after issuance of the additional budget and approval of the COMPANY.

The hygienic measurements that, as the case may be, will be derived from the scheduling of the preventive activity, will be subject to separate billing, with the prior authorisation of the budget by the COMPANY.

Any other jurisdictional obligation included in the scope of action of third-party prevention services derived from regulations whose entry into force is subsequent to the effective date of this contract shall not be considered as included in the purpose thereof.

The cost of the contracted services includes the performance of them during the opening hours of the offices of **Quirón Prevención SL**. All activities carried out outside these hours will entail an increase in the billing of the same.

The activities not contemplated in the execution conditions requested by the COMPANY or the Labour and / or Health Authority will be in separate invoices, with a prior budget.

NINE. This contract will have the duration that is specified in the particular conditions.

The date of entry into force and expiration of this contract are those expressly listed in the special conditions. If the signing of the Special Conditions by both parties did not occur in the same act, it will be understood that the date of entry into force, is the date of receipt of the documents that make up the contract, at the facilities of **Quirón Prevención SL**.

In this case, the COMPANY must send to **Quirón Prevención SL**, the complete contract, duly signed, by certified mail, or any other means that allows the certification of the date of receipt.

However, the contract will not enter into force until the COMPANY pays the amount as part of the price within the period indicated in the Special Conditions. So, if the COMPANY did not make the payment within the established period, the contract will be without effect, and in any case, **Quirón Prevención SL** will be able to issue a new contract that must be accepted by the COMPANY.

Once the contract enters into force, the COMPANY must inform **Quirón Prevención SL**, of its intention not to extend this contract, at least one month before the expiration date. Thus, if the COMPANY fails to comply with such notice, it will be obliged to indemnify **Quirón Prevención SL**, with an amount equal to that corresponding to six months of the price of this contract, as a penalty for late payment.

In the event that the COMPANY unilaterally desists from this contract, it will be obliged to indemnify **Quirón Prevención SL** with the price that was pending payment on the date of expiration of this contract.

TEN. This contract will automatically be terminated in the event that **Quirón Prevención SL**, loses its accreditation to act as a prevention service, or, due to the legal impediment of its administration, will cease as a preventive service. In these cases the prior denunciation of the contract or the fulfilment of the aforementioned annuity will not be necessary and the resolution will not derive any responsibility.

The lack of payment and any other derivative of the breach of the content of this contract by the COMPANY, may be cause for resolution by **Quirón Prevención SL**.

If the COMPANY fails to comply with any of the obligations set out in the third general condition of this contract, it will be obliged to pay the percentage corresponding to the time in which this contract has been in force, in accordance with the amount established in the first clause of the special conditions of the contract, in concept of a penalty for the obstruction to the development of the functions that were contractually imposed on **Quirón Prevención SL** resulting in the COMPANY being directly responsible for any breaches that could be incurred by **Quirón Prevención SL**, for the failure of the employer to perform its business duties.

In this case, **Quirón Prevención SL** is relegated from any obligation or liability.

The same faculty will correspond to the COMPANY, in the event of serious and repeated non-compliance by **Quirón Prevención SL**, of its obligations agreed for its performance as a prevention service.

The works which at the time the resolution of the contract takes effect are in process of execution by **Quirón Prevención SL**, will be detailed by the contracting parties, being able to:

- Allow **Quirón Prevención SL** to continue them until their finalisation, delivery to the COMPANY and service payment.
- deliver the action report until the moment of the return of the solution, billing the company and the cost incurred.

ELEVEN. **Quirón Prevención SL**, informs the COMPANY that, in the event of non-payment, the former may request the inclusion of the information in the data files on asset and credit solvency, as established in article 39 of Royal Decree 1720/2007, of 21 December, by which the Regulation of development of the Organic Law of Protection of Personal Data is approved.

TWELVE. The cost contracted for the following period will be recalculated based on current prices and estimated service needs. Likewise, if in the course of a period there are variations in the number of workers that affect the estimated workload, the prices for that period will be recalculated.

2. CONDITIONS FOR THE PERFORMANCE OF SPECIALITY CONTRACTS

This includes the performance of the activities corresponding to the prevention services reflected in article 31.3 of the Law on the Prevention of Occupational Risks related to the specialities of Occupational Safety, Industrial Hygiene, Ergonomics and Applied Psychosociology and Occupational Medicine, specified in the present clause.

The quoted cost in the particular conditions includes, exclusively, the activities corresponding to what are called INCLUDED Activities in this clause. The activities that, where appropriate, are necessary to carry out corresponding to the initially EXCLUDED Activities will be carried out within this agreement after prior issue of an additional quotation and approval by the COMPANY. The COMPANY is informed that these activities if legally enforceable are mandatory for the COMPANY, therefore if it decides not to carry them out with **Quirón Prevención S.L.**, the activities must be covered by another risk prevention service as they are excluded from the contract cover.

In the event that the COMPANY chooses to only make contracts for some of the preventive specialities, the actions of Quirón Prevención SL will be limited to those specified in the Annex "List of workplaces subject to the contract" of the special conditions and the COMPANY must communicate to Quirón Prevención SL the name of the entity (s) with which it performs the rest of the specialities and / or activities of those considered in phase 3, providing all the necessary information for the correct coordination between specialities.

If the COMPANY chooses to only perform the contract of some of the preventive specialities, the reason being the establishment in the COMPANY of a prevention service of its own or jointly, the COMPANY must inform Quirón Prevención SL, of the specialities and preventive activities assumed and shall establish the necessary channels for the correct coordination between specialities. In this type of contract, the COMPANY may request Quirón Prevención SL, for the performance of those activities of the non-contracted specialities that require special knowledge or complex installations.

ACTIVITIES INCLUDED

Advice and support to the COMPANY, in the design of the plan of prevention of Labour Risks in relation to the speciality (s) concerted.

Preparation of the annual programming of prevention services. In the same way, Quirón Prevención SL, will carry out with annual character the Full Report of the activities performed. In this report the assessment of the effectiveness of the integration of occupational risk prevention will be made in the general management system of the company through the implementation and application of the occupational risk prevention plan in relation to concerted preventive activities.

OCCUPATIONAL SAFETY

Quirón Prevención SL assumes the speciality of Occupational Safety so it is committed to the following:

Identify, evaluate and propose the corrective measures that may be appropriate, considering all the risks of this nature existing in the company, including those caused by the conditions of the machines, equipment and facilities and the verification of their proper maintenance, without prejudice to the certification and inspection actions established by the industrial safety regulations, as well as those derived from the general conditions of workplaces, premises and service and protection installations.

Perform the planning of the preventive activity derived from the evaluation of occupational safety risks.

Make the proposal of training activities

The drafting of general rules of action in case of emergency. Realisation of the investigation and analysis of serious, very serious and deadly accidents.

INDUSTRIAL HYGIENE

Quirón Prevención SL assumes the speciality of Industrial Hygiene so it is committed to the following:

Identify, evaluate and propose corrective measures that apply, considering all the risks of this nature existing in the company, and assess the need or not to take measures in this regard, and that in the case of being necessary, this will be reported to the company, being subject to an additional budget for its performance.

Perform the planning of the preventive activity derived from the evaluation of Industrial Hygiene risks.

Make the proposal of training activities

Conduct research and a technical analysis of occupational diseases of Industrial Hygiene.

ERGONOMICS AND APPLIED PSYCHOSOCIOLOGY

Quirón Prevención SL, assumes the speciality of Ergonomics and Psychosociology so it is committed to the following:

Identify, evaluate and propose the corrective measures that may be appropriate, considering all the risks of this nature existing in the company. The need or not to carry out specific evaluations for risks will be assessed and, if necessary, the company will be informed, and its implementation will be subject to an additional budget.

Perform the planning of the preventive activity derived from the risk evaluation of Ergonomics and Applied Psychosociology.

Make the proposal of training activities

Realisation of accident investigation and analysis of occupational diseases of ergonomic origin.

OCCUPATIONAL MEDICINE

Quirón Prevención SL assumes the speciality of Occupational Medicine so it is committed to the following:

Perform the annual program of Occupational Medicine, with includes the drafting of protocols for workplaces, based on the risk assessment of the company and facilitated by it, criteria of Periodicity, Obligatory, Vaccination, etc.

Perform the collective health surveillance/ epidemiological analyses incated in the R.D 39/1997..

The performance of the medical examinations and the information as a result of them, is considered included in the contract, and will be invoiced in accordance with the provisions of the special conditions of the contract.

INITIALLY EXCLUDED ACTIVITIES

This section specifies the list of preventive activities or functions not included initially in the agreement. These activities, if they are legally enforceable on the company, can be carried out within this agreement with an additional prior contract with the acceptance of the corresponding quotation. These activities would be mandatory for the COMPANY, therefore if the additional quotation is not accepted, Quirón Prevención S.L. would be exempt from any liability arising from these activities not being carried out.

OCCUPATIONAL SAFETY

Advice and support to the COMPANY, with the occupational security services necessary to:

- Studies for the adaptation of work equipment.
- Preparation of the document for the protection against explosions to comply with Royal Decree 681 / 2003.
- Investigation of all work accidents.
- Implementation of the self-protection plan.
- Management of mock evacuations
- Actions as co-ordinators of workplace health and safety.
- Actions as a preventive resource.
- Realisation of electrical measurements.
- Security adviser for the transport of dangerous goods (ADR).
- Realisation of plans for mobility.
- Realisation of health and safety plans in construction sites.
- Visits to sites at the request of the company.
- Health and safety study / basic health and safety study.

- New deviations from work accidents or problems affected by the following circumstances:
 - Review of the risk assessment in cases required by the legal system, in particular, at the time of damage to the health of the workers may have occurred.
 - The choice of work equipment, chemical substances or preparations, the introduction of new technologies or the modification of the conditioning of workplaces.
 - The change of working conditions.
 - The incorporation of a worker whose personal characteristics or known biological state makes them especially sensitive to the conditions of the workplace.

INDUSTRIAL HYGIENE

Advice and support to the COMPANY, with the Industrial Hygiene services needed to:

- Specific studies of Industrial Hygiene: measurement of physical contaminants.
- Specific studies of Industrial Hygiene: measurement of chemical contaminants.
- Specific studies of Industrial Hygiene: measurement of biological contaminants.
- New deviations from Industrial hygiene risks affected by the following circumstances :
 - Review the risk assessment in cases required by the legal system, in particular, at the time of damage to the health of the workers may have occurred.
 - The choice of work equipment, chemical substances or preparations, the introduction of new technologies or the modification of the conditioning of workplaces.

- The change of working conditions.
- The incorporation of a worker whose personal characteristics or known biological state makes them especially sensitive to the conditions of the workplace.

ERGONOMICS AND APPLIED PSYCHOSOCIOLOGY

Advice and support to the COMPANY, with the services of Ergonomics and Applied Psychosociology necessary for:

- Specific studies of ergonomics.
- Study of workload and fatigue.
- Study of psychosocial and organisational factors.
- Measurements of environmental factors related to comfort / discomfort.
- New risk assessments of Ergonomics and Applied Psychosociology on posts affected by the following circumstances :
 - Review the risk assessment in cases required by the legal system, in particular, at the time of damage to the health of the workers may have occurred.
 - The choice of work equipment, or the introduction of new technologies or the modification of the conditioning of workplaces.
 - The change of working conditions.
 - The incorporation of a worker whose personal characteristics or known biological state makes them especially sensitive to the conditions of the workplace.

OCCUPATIONAL MEDICINE

Advice and support to the COMPANY, with the occupational medicine services necessary for the:

- Development and execution of the training plan.
- Development of the health promotion programme.
- Studies on the adaptation of the workplace.
- Advice to security and health committees.
- Nutritional advice for company canteens.
- Advice on the management of people with reduced mobility.
- Development of a back school programme.
- Investigation of professional disease declared (only in the agreements that include the Speciality of Occupational Medicine).
- Development of the stopping smoking programme.
- Advice and reports on the use of PPE in workers that are especially sensitive.
- Advice on the vaccination plan in the company.
- Execution of the vaccination plan.
- Organisation within the emergency plan of the resources and actions in first aid (only in the agreements that include Occupational Medicine).
- Advice on implanting and use of semi-automatic defibrillators.

GENERAL

Execution of the programme of preventive action required by the company, according to the planning of the preventive activity established in the previous phase that includes:

- Preparation of the necessary procedures.
- Execution of the established training plan.
- Assistance to health and safety committees.
- Implementation of Ohsas18001.
- Coordination of business activities.

3. LEGALLY ENFORCED PREVENTIVE ACTIVITIES THAT ARE NOT COVERED BY THE AGREEMENT.

This section includes the preventive activities that the company assumes with means other than [Quirón Prevención SL](#) from third parties and that therefore will not be carried out based on this contract.

Initially, the contract includes the carrying out of all the preventive activities necessary in the company, the activities called "INCLUDED" will be carried out directly by Quirón Prevención S.L., the issue of an additional schedule with a quotation for the activities and approval by the company would be necessary for the activities called "INITIALLY EXCLUDED". If the company decides not to carry out these activities with Quirón Prevención S.L., these activities will be excluded from the contact cover.

ANNEX

1. SCOPE OF PREVENTIVE ACTIVITIES

The scope of the different preventive activities are included below. The conditions set out below are valid both for contracts by specialities and for those that are made only for activities contracted individually by the COMPANY.

PREVENTION PLAN

Advice and support to the COMPANY so that from the information available in the COMPANY, its activity, the number of workers, workplaces, accident rates etc. collaborate in the design of the occupational risk prevention plan of the COMPANY, as provided in section 1 of article 2 of the Regulation of Prevention Services and Law 54/2003.

ASSESSMENT OF RISKS IN OCCUPATIONAL SAFETY AND SCHEDULING

- The Assessment of Occupational Safety Risks with the following scope:
 - Identification of work accidents.
 - Proposal for the elimination of risks that are unavoidable.
 - Estimation of the number of those that cannot be avoided.
 - Risks generated by machines, equipment and installations and verification of adequate maintenance.
 - General risks of workplaces, premises and service and protection installations.
 - Proposed preventive measures and additional activities not initially included (adequacy of machines, fire risks, explosive atmospheres etc.).
- The scheduling of the preventive activity derived from the work accident risk assessment that includes:
 - Preventive measures for the elimination of avoidable risks and their prioritisation.
 - Preventive measures for the control of non-avoidable risks and their prioritisation.
 - Planning of specific safety studies necessary for the specific and adjusted evaluation of the most complex assessment risks, included in the following phase and prioritisation (adequacy of machines, fire risks, explosive atmospheres).
- Proposal of training activities.
- Needs plan on emergency measures.
- Organisational measures for risk control.

ASSESSMENT OF RISKS IN INDUSTRIAL HYGIENE AND SCHEDULING

- The assessment of Industrial Hygiene with the following scope:
 - Identification of risks related to Industrial Hygiene (physical, chemical and biological agents).
 - Proposal for the elimination of risks that are avoidable and prioritisation.
 - Estimation of the magnitude of the risks that cannot be avoided.
 - Proposed measures of prevention and additional activities not initially included (specific studies of Industrial Hygiene).
- The Scheduling of the Preventive Activity derived from the Assessment of the Industrial Hygiene Risks that includes:
 - Preventive measures for the elimination of avoidable risks and their prioritisation.
 - Preventive measures for the control of unavoidable risks and remediation
 - Scheduling of specific studies and hygiene measures necessary for the concrete and adjusted assessment of the most complex assessment risks, included in the following phase, and prioritisation, referring to:
 - Chemical agents.
 - Physical agents.
 - Biological agents.

- Proposal of training activities.
- Organisational measures for risk control.

ASSESSMENT OF RISKS IN ERGONOMICS AND APPLIED PSYCHOSOCIOLOGY AND SCHEDULING

- The assessment of ergonomics risks with the following scope:
 - Identification of risks related to Ergonomics.
 - Proposal to eliminate risks that are avoidable.
 - Estimation of the magnitude of those that cannot be avoided.
 - Proposal for additional activities not initially included (specific ergonomics reports) and preventive measures.
- Planning of the preventive activity derived from the Assessment of Ergonomics Risks that includes:
 - Preventive measures for the elimination of avoidable risks and their prioritisation.
 - Preventive measures for the control of non-avoidable risks and their prioritisation.
 - Scheduling of specific studies on ergonomics and applied psychosociology necessary for the concrete and adjusted assessment of the most complex assessment risks, included in the following phase, and prioritisation, referring to:
 - Environmental conditions in Ergonomics.
 - Physical load.
 - Mental load.
 - Design of tasks and workplaces.
 - Repetitive work.
- Proposal of training activities.
- Organisational measures for risk control.

SAFETY COUNSEL FOR THE TRANSPORT OF DANGEROUS GOODS (ADR)

The conditions of service provision for this activity are detailed below.

Completion and presentation of the designations of the ADR security counsel before the competent bodies.

Examine the compliance by the company with the rules applicable to the transport, loading and / or unloading of dangerous goods, by:

- Verification of the current procedures performed in relation to the loading, transport and unloading of dangerous goods.
 - Study of the documentation generated in the operations with dangerous goods.
 - Preparation of a report on the current situation and corrective or preventive measures to be carried out.
- Drafting of the annual report addressed to the management of the company, on its activities related to the transport of dangerous goods.
Processing of the same before the competent bodies.

Advice to the company in operations related to the transport of dangerous goods.

Analysis and, if necessary, the preparation of documents on accidents, incidents or serious infractions that have been verified during the transport of dangerous goods, or during loading or unloading operations.

Specific training for workers in the field of dangerous goods (2-hour day).

INITIALLY EXCLUDED ACTIVITIES

Below are those actions that, if required, would be subject to additional contracting and billing:

- Preparation of specific work procedures on the loading, unloading and / or transport of the dangerous goods involved in the activity of the company.
- Preparation of adequate emergency procedures in case of accidents or incidents that may affect safety during transport of dangerous goods during the loading or unloading operations.
- Participation in awareness campaigns in the company regarding dangerous goods.
- Preparation of protection plans provided in chapter 1.10.3.2 of the ADR.
- Performance of simulations.
- Advice on the development of carriage charts, checklists and safety instructions directed to drivers.

ACTION AS A PREVENTIVE RESOURCE

The action as a preventive resource will be limited only to the activities reflected in the scheduling carried out for that purpose, which will include in a concrete manner the risks that motivate the presence of the preventive resource.

Activities that present risks other than those indicated above will not be subject to the action of the preventive resource. Therefore, the action in the form of a preventive resource will not include any type of control over other activities different from those indicated in the first paragraph of

this section.

The performance in the form of a preventive resource by technical personnel of **Quirón Prevención SL**, will be affected by the following conditions:

- Priorly, and at least one week before the start of the work, the company will notify in writing to **Quirón Prevención SL** schedule of the date and time for these works. The closure of the activity will be indicated by a signed document by personnel designated by the COMPANY and by personnel of **Quirón Prevención SL**.
- The COMPANY, at the time of communication to **Quirón Prevención SL**, of the need to contract the services of the presence of Preventive Resources, will send in writing the tasks and risks that determine the need for the presence of the preventive resource, as well as the preventive measures and work procedures that will be subject to surveillance.
- The technician of **Quirón Prevención SL**, acting as a preventive measure, will remain in the installations affected by the activity during the time in which the situation that determines its presence is maintained.
- The technician of **Quirón Prevención SL**, acting as a preventive resource, when as a result of the surveillance, he/she observes a deficient compliance with preventive measures and / or work procedures established for the development of the work that motivates his/her presence will act according to the indications previously transmitted in writing, the owner of the centre, the business activities coordinator or the health and safety coordinator and this will be aimed at solving the problem.
- When the technician of **Quirón Prevención SL**, acting as a preventative resource, as a result of the surveillance, observes a deficient performance of preventive activities, shall give the necessary instructions for the correct and immediate compliance with preventive activities and put such circumstances to the knowledge of the employer, so that it takes the necessary measures to correct the deficiencies observed, if these had not yet been corrected.
- The presence in the facilities of a technician of **Quirón Prevención SL**, acting as a preventive resource for the works established in the first paragraph of this section, does not exempt the employer from complying with the remaining obligations that make up its duty to protect workers.

HEALTH AND SAFETY COORDINATOR IN CONSTRUCTION WORKS

The conditions of service provision for this activity are detailed below.

- Commitments acquired by the contracting party:
 - The promoter and contractor, through the contracting of the present activity, declares that the work that is the object of the same has been granted the construction license.
 - Prior to the start of the work, delivery of the following documentation:
 - . Execution project.
 - . Basic health and safety study, or a health and safety study endorsed by the professional school of the competent technician who has written it.
 - . Construction Planning.
 - . Signature of the designation act of the safety coordinator in the execution phase.
 - . Communication of the start of the works as established in the corresponding section.
 - . Communication, prior to the start of construction, of the companies that are acting in the works that are the object of the present activity as a main contractor, as established in the corresponding section.
 - . Payment of the costs of the contracted services as established in the special conditions of this activity.

- Commitments acquired by the contracted party.

This activity will include the following professional actions by the health and safety coordinators designated by **Quirón Prevención SL**:

- Actions prior to the start of the works:

Drafting and signing of the act of designation of the safety coordinator in the execution phase by the promoter. Review of the safety plan.
Drafting of the approval act of the health and safety plan. Contribution of the incident book.
Verification of the processing of communication of opening of a work centre by the main contractor.

- Actions during the development of the works:

Coordination launch meeting with the main contractor(s) of the works.

Health and safety coordination visits, which will be developed according to the criteria of the health and safety coordinator in the execution phase.

Health and safety coordination visit note.

Monthly safety coordination report.

Act of paralysis of professional intervention in case of work stoppage. Health and safety coordination report.

Act of finalisation of coordination of health and safety in the execution phase. Review of health and safety certifications.

The designation of the health and safety coordinator in the execution phase by the promoter and contractor, as established in Royal Decree 1627/1997 of 24 October, will be effective when the designation act of the health and safety coordinator is signed in the execution phase by the promoter and the competent technician assigned to perform the activities included in this clause, by **Quirón Prevención SL**.

- Start of professional intervention.

The start of the contracted works will be effective once the following conditions have been met by the contracting party: Signature of the designation act of the safety coordinator in the execution phase.

Delivery of the initial documentation by the promoter and contractor.

- End of professional performance.

The coordination of health and safety in the execution phase, for any work that is the object of the present activity, will end when the end of the

work is finished, which will be formalised for each, by means of the completion act of coordination of health and safety.

- In the event of the stoppage of the works, the promoter or contractor, will communicate this situation to the health and safety coordinator as established in the following paragraphs.

In case of this assumption, health and safety coordination activities in the execution phase will be paralysed until the promoter and contracting party notify of the restart of the works as established in the following point.

- Communication of the beginning of the process and stops.
The Client must communicate conclusively to [Quirón Prevención SL](#) the beginning of the works with an anticipation of fifteen days.

The developer undertakes not to initiate the aforementioned works of execution, as long as the safety plan has not been approved by the health and safety coordinator, in accordance with the provisions of article 7.2 of Royal Decree 1627/1997 of 24 October the act of which, in which promoter, technician and contractor will participate, will be drafted and signed by the health and safety coordinator in the execution phase of the work.

The paralysis of work started and its resumption, where appropriate, will be reliably reported to the health and safety coordinator 15 days in advance.

For the initiated works, the client will communicate in writing with an advance of fifteen days, to [Quirón Prevención SL](#), the start date of the health and safety coordination.

- Information of the contractor companies.
The contracting and promoting party, of the works that are the object of the present activity, is obliged to inform the contracted party, prior to the incorporation to the work, about those companies that the promoter contracts for the execution of work units or other professional actions.

- Performance in units not contemplated in the execution project.
In the event that, during the development of the works, it becomes necessary to execute units not contemplated in the project delivered by the promoter or contractor referred to in the section "*commitments acquired by the contracted party*", the promoter or contractor will deliver to the health and safety coordinator in the execution phase with 15 days' notice, the necessary technical documentation for its definition and an annex to the health and safety study.

The main contractor company is obliged to submit an annex to the health and safety plan where the risks and associated preventive measures are included in the units to be executed in the development of works not included in the execution project, as well as not to start them until the annex to the corresponding Health and Safety Plan is approved by the health and safety coordinator.

The work units not included in the project delivered by the promoter or contractor referred to in the section "*commitments acquired by the contracted party*", executed without prior delivery to the health and safety coordinator in the execution phase of the aforementioned documentation and form, will not be considered as the object of this activity.

- Regulatory framework.

The activity is established within the framework of Royal Decree 1627/1997 of 24 October. By which minimum health and safety regulations are established in construction works. This regulation establishes the general principles related to the prevention of occupational risks for the protection of the health and safety of workers on construction sites.

- Professional Attributions.
[Quirón Prevención SL](#), as a signatory of this activity will carry out the coordination in matters of health and safety during the execution of the aforementioned work, within their specific professional competences.

The technician of [Quirón Prevención SL](#), assigned to the coordination of health and safety will carry out its function with full independence of criteria.

- Compliance with Obligations.
[Quirón Prevención SL](#), is committed to carrying out its task of coordinator in accordance with the provisions of article 9 of Royal Decree 1627/97, of 24 October, for which it will be integrated into the optional management of said work.

The developer of the works is obliged to fulfil all obligations imposed by Royal Decree 171/2004, of 30 January which develops the article 24 of Law 31/1995, of 8 November on the prevention of occupational risks, in matters of coordination of business activities and Royal Decree 1627/97, of 24 October which establishes minimum Health and Safety regulations for construction works.

The duration of each specific activity will be until the completion of the works subject to the order.

No liability may be claimed to [Quirón Prevención SL](#) if the conditions mentioned in this clause do not become effective.

Specific conditions of resolution of the health and safety coordination activity.

Any of the signatory parties of this activity may resolve the same for causes that involve a violation or breach of the agreement of the clauses of this section.

The activity in this case will remain in force, not considering the resolution of the same, if the purchaser of the work assumes the obligations of this activity as a contracting party and said subrogation is accepted by [Quirón Prevención SL](#).

[Quirón Prevención SL](#), may resolve the activity when the technician assigned to the coordination of health and safety makes effective his/her resignation from the assignment due to an incompatible situation with the exercise of their professional functions, specifically when there are objective conditions that may put at risk, real or apparent, the independence of criterion and correct procedure.

If the resolution of the activity becomes effective, **Quirón Prevención SL** shall be relegated from any obligation or liability from the moment of receipt of such communication.

- Notification of resolution of the activity.

In case of any of the cases mentioned in this clause, the party wishing to resolve the activity, must communicate it in a reliable manner to the other, so that within a period of 6 working days, the breaching party can correct the cause that resulted in the resolution. If the breach persists past the aforementioned period, the activity will be definitively resolved.

- Liquidation of the activity.

The work that at the moment of the resolution of the agreement taking effect is in process of execution by the health and safety coordinator in the execution phase assigned by **Quirón Prevención SL** will be detailed by the contracting parties, being able to:

- Continue it through the Health and Safety Coordinator in the execution phase assigned by **Quirón Prevención SL**, until its full completion, with delivery to the company and service payment.
- Delivery of the report of actions carried out by the health and safety coordinator in the execution phase assigned by **Quirón Prevención SL** until the moment of its resolution, billing the company and the cost incurred.

MOBILITY PLANS

Realisation of road mobility plans within the framework of occupational risk prevention, in order to establish guidelines to ensure the health and safety of workers within the aspect of the prevention of accidents in mission and "in itinere". To this end, actions and action criteria will be developed whose purpose is the integral improvement of safety in all modes of transport and road safety, reducing the risks of work accidents (in mission and in itinere).

ELECTRICAL MEASURES

The main objective of the measures offered is the verification of the grounding value of the installation. To carry out these measures, the necessary equipment will be available, following contrasted measurement methods according to the centre's possibilities.

The cost of the contracted services includes the performance of them during the opening hours of the offices of **Quirón Prevención SL**. All activities carried out outside these hours will entail an increase in the billing of the same by 50%.

STUDY OF THE ADAPTATION OF WORK EQUIPMENT

Study of conformity of the machines that appear in the annex of the special conditions, according to the following specifications:

The study is framed within the scope of Royal Decree 1215/97, of 18 July which establishes the minimum health and safety provisions for the use by workers of work equipment.

Purpose of the compliance study:

- The conditions of the work teams will be analysed in relation to the minimum provisions applicable to each one, according to Annexes I and II of Royal Decree 1215/97.

Compliance process. For each of the machines included in the attached list, the following works will be carried out:

- Collection of the necessary information on the equipment for analysis.
 - Analysis of the data related to the damage to health produced by them.
 - Verification of the compliance with the legal or regulatory provisions for work-related prevention that are applied, according to article 3.1., Paragraph a) of Royal Decree 1215/1997.
 - Revision of the adaptation to the minimum applicable provisions collected in Annex 1 of Royal Decree 1215/97.
 - Issuance of a conformity report by machine, with respect to Annex I of Royal Decree 1215/97.
 - If applicable, for the residual risks, the provisions related to the use of work equipment will be determined as set out in Annex II of Royal Decree 1215/97.

Compliance reports will remain valid as long as the technical and / or usage conditions existing at the time of the report are not modified.

In relation to installations and risks subject to regulatory technical inspections by specifically accredited control bodies, the performance of **Quirón Prevención SL**, will be limited to information to the COMPANY regarding the need to arrange the mandatory inspections, certificates or audits with these types of entities that are specifically authorised.

The purpose of this contract is not to carry out the necessary work for the implementation of the corrective / preventive measures derived from the compliance studies of the machines, nor the compliance report after the implementation of these measures, which in the case if required, it can be done through an additional budget.

In cases where the equipment generates explosive atmospheres according to Royal Decree 681/2003, the performance of the document of protection against explosions is not the object of this contract.

HEALTH AND SAFETY PLANS IN CONSTRUCTION WORKS

The scope of services is the drafting of the health and safety plan for subsequent approval by the health and safety coordinator. Among others, the following objectives are covered:

- Analyse, study, develop and complement the forecasts contained in the health and safety study, depending on the execution system of the COMPANY, including alternative prevention proposals that do not imply a reduction in the levels of protection contained in the health and safety study.

- Facilitate the basic instrument for the organisation of identification activities and, where appropriate, risk assessment and planning of the preventive activity referred to in RD1627 / 97.
- Have the document available to the optional management in the works.
The services include:
 - Drafting of the health and safety plan according to the data and documentation provided by the COMPANY.
- Modifications or corrections necessary until the approval of the health and safety plan by the safety coordinator and the work site in the event that the modifications or corrections do not comply with the inclusion of data of the work, phases of work, machinery or auxiliary means not collected in the data and documentation initially provided by the company.
- Maintain jointly with the technical manager of the work, during the development of the health and safety plan, meetings to analyse, the particularities of the work affected by the purpose of contemplating them in the health and safety plan.
The COMPANY must provide **Quirón Prevención SL** prior to the realization of the health and safety plan, the following documentation:
 - Basic study of health and safety.
 - Plans in computer support (Autocad).
 - Budget of the safety element (including the health and safety study).
 - Work schedule.
 - Work report.
- Data sheet completed, stamped and signed by a manager of the COMPANY.
The revision of the health and safety plan is not the object of this activity, in the case of execution of the work. However, this revision may be subject to an additional budget. The implementation of the health and safety plan in the works is not the object of this activity.
The control and monitoring of compliance with the health and safety plan is not the object of this activity.

Quirón Prevención SL, will develop the drafting of the health and safety plan, once the documentation defined above has been delivered by the COMPANY.

The performance of these activities will be carried out in accordance with the technical specifications that for the development of said activity are established in **Quirón Prevención S.L.**

The COMPANY must provide **Quirón Prevención SL**, prior to starting the contracted activities, all the information that may be required, in relation to the organisation, characteristics and complexity of the work, work processes, relationship of raw materials and work equipment used for the development of the works, necessary for the development of the safety and health plan to be developed.

PREPARATION OF THE DOCUMENT OF PROTECTION AGAINST EXPLOSIONS.

This includes the elaboration of the document of protection against explosions that will reflect:

- That the risks of explosion have been determined and evaluated, taking into account:
 - The probability of the formation and duration of an explosive atmosphere.
 - The likelihood of the presence and activation of ignition sources.
 - The installations, the employed substances, the industrial processes and their possible interactions.
 - The proportions of the foreseeable effects.
- The measures required to achieve the objectives of RealDecree681 / 2003 will be measured.
- The areas have been classified into areas of compliance with Annex I of Royal Decree 681 / 2003.
- The areas in which the minimum requirements will be established will be included in Annex II of Royal Decree 681/2003.
- That the workplace and equipment, including the warning systems, are designed and used and maintained, taking due account of safety.
- That the necessary measures have been adopted, in accordance with Royal Decree 1215/1997, so that the work equipment is used in safe conditions.

It will be mandatory to be able to do the work that the company previously provides us with:

- The project and the plans of the installations.
- Description of the processes carried out in the company with identification of the products used, chemical reactions, generated by-products, etc.
- Characterisation of flammability parameters and explosivity of any of the products that are involved and generated their processes.
- This budget is subject to the contribution of this data by the company because without this data the document against explosions cannot be made.

The works will be presented in duplicate to the COMPANY and in the development of the same they will participate Superior Technicians in Prevention of Labour Risks.

- In the case of installations and risks, as well as inspections of the regulations for the control of specifically authorised entities, the actions of **Quirón Prevención SL** shall be limited to informing the COMPANY of the need to coordinate the mandatory inspections or audits with this type of entity, specifically authorised.

- In reference to Royal Decree 681/2003 on the protection of the health and safety of workers exposed to the risks derived from explosive atmospheres in the workplace, this will be carried out based on the data provided by the COMPANY regarding the characteristics of the chemical products, as well as the equipment and facilities present in the COMPANY. Measurements and / or tests that are necessary for the characterisation of the products are not included, nor the determination of the technical characteristics of the equipment and work facilities. Nor does it specifically include the carrying out of studies and adjustments of work equipment for use in explosive atmospheres according to Royal Decree 1215/1997 of July 18. The realization of the plans of the work centre by means of specific software to define the classification of areas is not included.

VISITS TO ADDITIONAL WORKS. IDENTIFICATION AND ASSESSMENT OF THE RISKS DERIVED FROM THE WORK ENVIRONMENT.

This includes the realisation of visits to the place of work where the construction work will be developed for the identification of the risks derived from the environment.

With the data collection arising from the field visit, the analysis and assessment of the detected risks will be carried out, taking into account the construction tasks to be carried out.

Subsequently, a technical conclusions report will be drawn up in which preventive measures for the elimination or control of existing risks in the environment will be collected.

HEALTH AND SAFETY STUDY / BASIC HEALTH AND SAFETY STUDY

The scope of the activity is the drafting of the health and safety study / basic health and safety study for its inclusion in the project of execution of the works. Among others, the following objectives are covered:

- Identification of the risks foreseeable and preventative measures for their elimination.
- Identification and assessment of risks or the foreseeable losses and preventive measures for control.
- Identification of applicable legal standards and regulations in preventative material.
- Development of graphics and necessary resources for the best definition and understanding of the planned preventive measures.
- Development of the measurements and budget of all the units or safety elements of the work that have been defined.

The activity includes:

- Writing of the health and safety study / basic health and safety study according to the data and documents provided by the COMPANY.
- Maintaining jointly with the competent technician appointed by the promoter as interlocutor, during the preparation of the health and safety plan, meetings to analyse, the particularities of the work affected, the purpose of contemplating the health and safety / basic health and safety study.

The COMPANY must provide **Quirón Prevención SL** prior to the realisation of the health and safety study / basic health and safety study, the following documentation:

Execution project:

- Descriptive report
 - List of Conditions
 - Graphic memory (Autocad format)
 - Measures (Excel / Presto format)
 - Budget (Excel / Presto format)
- The promoter will designate a competent technician as an interlocutor with **Quirón Prevención SL** to coordinate the correct complementation and integration of the health and safety study / basic health and safety study with the execution project.

Quirón Prevención SL, will develop the drafting of the health and safety study / basic health and safety study, once the documentation defined above has been delivered by the COMPANY.

The performance of these activities will be carried out in accordance with the technical specifications that for the development of said activity are established in **Quirón Prevención S.L.**

IMPLEMENTATION ISO 45001.

Analysis of the prevention management system and its adaptation to the ISO 45001 specification and in particular:

- Analysis of the management system, the preventive policy of the COMPANY, its organisation and its implementation, as well as its adaptation of the OHSAS18001 specification.
- Orientate the COMPANY towards improving the prevention of occupational hazards.

The action includes the performance of the periodic audit of the SST management system that indicates the ISO 45001 specification, in order to:

- Determine if the system:
- Is adapted to the measures planned for the SST management, including the specifications requirements.

- Is correctly implemented and updated.
- Has the efficiency to comply with the policy and objectives of the organisation.
- Analyses the results of previous audits.

- Communicates information about the results of the audits.

The work carried out does not correspond to the activities of:

- Audits of the management system considered in the Regulation of Preventive Services.
- The additional studies that need to be done when modifying the processes of the COMPANY's prevention management system.

IMPLEMENTATION OF OHSAS 18001.

Analysis of the prevention management system and its adaptation to the OHSAS 18001 specification and in particular:

- Analysis of the management system, the preventive policy of the COMPANY, its organisation and its implementation, as well as its adaptation of the OHSAS18001 specification.

COORDINATION OF BUSINESS ACTIVITIES.

The COMPANY may request from **Quirón Prevención SL** collaboration in order to achieve, as stipulated in Royal Decree 171/2004, the effective coordination of business activities, this collaboration may have the following scope:

- Preparation of a procedure for the correct application of the coordination of business activities in the company.
- To collaborate in the exchange of information and communications between competing companies.
- To collaborate in the organisation of meetings between competing companies to deal exclusively with matters related to the coordination of business activities.
- Drafting and delivery of instructions to the employees of the companies involved.

For this it will be necessary:

- That the company provides the listing of the company that hires or subcontracts with the definition of the activities that will be developed, identifying those that correspond to the own activity of the COMPANY.
- The commitment on the part of the personnel in charge of the management of the COMPANY to follow the guidelines set out in the coordination of activities procedure.

- The commitment by all of the companies that participate in the selected policies in the coordination of activities procedure.

PERFORMANCE OF WORK PROCEDURES.

This includes the preparation of work procedures related to the prevention of occupational risks.

INTEGRATION OF PREVENTION.

This includes the carrying out of the activities of support and consultancy in the company, to improve the integration of the preventive system.

EMERGENCY MEASURES.

Drafting of rules of action in case of emergency, to comply with the provisions of Article 20 of Law 31/95.
The contracting of emergency and self-protection plans in activities affected by specific regulations is not the subject of this contract.

SELF-PROTECTION PLAN.

Includes the services that are necessary for:

- The implementation of the self-protection plan.
- The support and advice for the realisation and organisation of a simulated evacuation.
- The training of intervention personnel.
- The disclosure of the content of the plan to the personnel affected by each of the works will be delivered to the client, in three bound copies in paper format. All plan copies must be accepted and stamped by the COMPANY.
The COMPANY will provide **Quirón Prevención SL**, with the updated plans in computer support in the extension: *.dxf or *.dwg.

ADVICE IN TECHNICAL PREVENTION

Advice and support to the COMPANY regarding any preventive activity.

SPECIFIC STUDIES ON INDUSTRIAL HYGIENE

These activities will be carried out in accordance with the technical specifications that for the development of said activity are established in [Quirón Prevención S.L.](#) according to the current legislation in this matter

In cases in which the scope of this activity is solely and exclusively the measurement of agent levels, the company will establish the parameters and places to be measured, as well as the number of measurements to be made. In these cases, the COMPANY assumes, directly or through preventive agreements, the management of all the preventive activities that are not the subject of this contract, as well as the responsibility of integrating the conclusions of the studies carried out under said activity, with the rest of the prevention activities of the COMPANY.

The COMPANY is obliged to organise the visits within the foreseen periods of execution, as well as to provide the opportune information for the development of the activities.

SPECIFIC STUDIES ON PSYCHOSOCIAL FACTORS

The performance of these activities will be carried out in accordance with the technical specifications that for the development of said activity are established in [Quirón Prevención S.L.](#)

The evaluation of the risks from the Area of Applied Psychosociology consists of an "evaluation of the work conditions", susceptible to producing psychosocial risks.

The general risk related to psychosocial factors and considered in the evaluation is work or psychosocial stress. The occupational risk factors that will be analysed in real work situations will be those related mainly to:

- The workloads (qualitative and quantitative).
- The responsibilities.
- Ambiguity and the conflict of the roles (internal / external, role / status).
- The materials and organisational means available.
- Cohesion and social support.
- Schedules, timetables and the organisation of work time.
- The content of the work and the tasks.

Other important aspects of the work are not expressly addressed in these assessments, such as the factors that influence the professional expectations of promotion or professional improvement, or the material and psychosociological incentives of work, and which are more directly related to motivation and work environment.

The COMPANY will collaborate actively in the development of the different phases and actions that are included in the procedure (technical specifications) of assessment of the psychosocial conditions and that are necessary to achieve this purpose, for this reason it will provide the information, meetings and interviews that are requested, and that have been duly justified within said procedure by the technicians of [Quirón Prevención SL](#)

The COMPANY is obliged to organise the visits within the foreseen periods of execution.

The COMPANY assumes, directly or through the agreement with other services, the management of all the preventive activities that are not the object of this contract, as well as the responsibility of integrating the conclusions of the studies carried out under said contract with the rest of the prevention activities of the COMPANY.

SPECIFIC STUDIES ON ERGONOMICS

These activities will be carried out in accordance with the technical specifications that for the development of said activity are established in [Quirón Prevención S.L.](#) according to the current legislation in this matter

The COMPANY is obliged to organise the visits within the foreseen periods of realisation to comply with this budget.

The COMPANY assumes, directly or through the agreement with other services, the management of all the preventive activities that are not the object of this contract, as well as the responsibility of integrating the conclusions of the studies carried out under said contract with the rest of the prevention activities of the COMPANY. The performance of these activities will be carried out in accordance with the technical specifications that for the development of said activity are established in [Quirón Prevención S.L.](#)

OCCUPATIONAL MEDICINE

The activities of Occupational Medicine are divided into the following sections:

Collective activities

These are the activities aimed at directing the performance in the Speciality of Occupational Medicine,

- Analysis and scheduling of healthcare actions:
 - State of health analysis.
- The medical service of **Quirón Prevención SL**, performs the determination of positions with an obligatory medical examination for those consulted with workers or their representatives according to articles 22 and 33 of the Law on Prevention of Occupational Risks, whose workers are obliged to perform the medical examination. In addition, this criterion can be modified for each worker, depending on the results obtained.
- Schedule of the interventions to be carried out.
- Information and documentation:
 - Analysis of the epidemiological aspects of the results obtained according to R.D. 39/1997
 - Plan for information and information needs in the Occupational Medicine module of the workforce.
 - Report on Recommended Preventive Measures.
- Documentation:
 - Annual Work Medicine Program.
 - Specific health surveillance programme.
 - Advice on the posts with mandatory medical examinations.
 - Results of specific surveillance.
 - Analysis of the epidemiology .
- Report on preventive measures.
- Full report.

According to RD 843/2011, these activities cannot be subcontracted by a company with its own prevention service that has taken on the speciality of Occupational Medicine, nor be part of the agreement between third-party prevention services.

Individual performances

Scheduling and performance of health examinations; both mandatory and voluntary:

- Content:
 - General:
 - Work history.
 - Personal history and habits.
 - Familiar history.
 - Anthropometric data.
 - Blood pressure.
 - Physical examination by organs and devices.
 - Complementary test, Controlvision, Audiometry, Spirometry, and ECG > 45 years.
 - Specific:
 - Description of the tasks of the position, exposure to risks, preventive measures and use of PPE's.
 - Specific examinations according to protocols.
 - Complementary tests, considering the risks and examinations performed, with an individual medical report.
- Types:
 - Incorporating a new worker into work.
 - Assignment of a worker to a new task with new risks.
 - After a prolonged absence of a worker for health reasons.
 - Working women who are in pregnancy, lactation or have a newborn.
 - Especially sensitive workers.
 - Minor workers.
 - Periodic workers, risk and exposure level. Information on results:
- Individual to worker.
- In the COMPANY in terms of suitability, keeping the confidentiality of the individual results.

In reference to the billing of medical examinations, the particular conditions of the contract will be met.

In the health, analytical and additional tests not done in the centres of **Quirón Prevención SL**, an increase will be applied that is not included in the cost and will be invoiced separately. The cost of the additional tests not performed by **Quirón Prevención SL**, the consultations with doctors of other specialities and the performance of analyses, is not included in the cost and will be invoiced separately.

According to RD 843/2011, these activities can be subcontracted by a company with its own prevention service that has taken on the speciality of Occupational Medicine. In this case, the actions will be carried out according to the criteria established in the specific health surveillance programme prepared by the prevention service of the contracting company. They can also be the subject of agreements between third-party prevention services, in the terms established in the regulations.

DEVELOPMENT AND EXECUTION OF THE TRAINING PLAN.

From the training plan that has been established by the area of Occupational Medicine, the company is offered the execution of the same, carrying out the training activities that are included in the plan.

DEVELOPMENT HEALTH PROMOTION PROGRAMME.

Beyond the healthcare actions included in the regulations for the prevention of occupational risks, and with the aim of offering a comprehensive health service, **Quirón Prevención SL** has the possibility of developing a health promotion programme for the company, aimed at achieving a healthy working organisation that actively manages the promotion and maintenance of the highest level of health and physical, mental and social well-being of all its workers, through the implementation of an individualised and planned programme of health initiatives, based on the analysis of the health problems of the company, the definition of life habits that can be modified and offering information and methods of improving them to workers, in order to reduce the incidence of prevalent pathologies in today's society, that have an impact on the health of people.

STUDY OF THE ADAPTATION OF THE WORKPLACE

After performing a medical examination it may be necessary to make changes in the organisation of the tasks performed by the worker, it may even be necessary to make a change of job position. The service of Occupational Medicine of **Quirón Prevención SL**, can provide the company with a report that helps the company to adapt the job to the possibilities of the worker, making it possible to adapt the work to the worker following the criteria of the Law on the Prevention of occupational hazards.

ADVICE FOR HEALTH AND SAFETY COMMITTEES.

The law on the prevention of occupational risks 31/1995 regulates the creation of the health and safety committee and is the competence of the participation body that must be consulted by the employer on actions in the area of prevention of occupational hazards. In this regard, **Quirón Prevención SL**, is at your disposal for advice in this body on issues of Occupational Medicine:

- Information and analysis of documentation: planning, drafting of protocols and reporting.
- Information and analysis of specific applicable regulations.
- Jobs with mandatory medical examinations.
- Adaptation of the job to the worker.
- Change of job position.
- Protection of motherhood (pregnancy, lactation and recent delivery).
- Protection of workers that are especially sensitive.
- Analysis of the epidemiological aspects of the Health Surveillance results.

NUTRITIONAL ADVICE FOR COMPANY CANTEENS.

Through our medical services we can advise both companies that have a company canteen and those who may think about installing one on:

- Advice on the location of the same.
- Advice on healthy diets and nutritional education.
- Training courses on food handling.
- Diagnostics of the critical points of the establishment, that is, those stages of the process in which there is a greater probability of a failure that triggers the quality of the food, in the worst of the cases, food poisoning.

ADVICE ON HANDLING PEOPLE WITH REDUCED MOBILITY.

This action is aimed at preventing osteomuscular injuries derived from the management of this type of patient and educating workers in the use of safe methods of mobilisation. Counselling will be personalised for each company, distinguishing between those that use mechanical means for patient mobilisation, and those whose tools are mainly carried out in patients' homes and provided with mechanical means. For this it is necessary that the company informs us about the disposition or not of those means. It will consist of a training course. In the event that the company has these means it would be desirable to have them at the time of conducting the training course to perform practical training with them.

DEVELOPMENT OF A BACK SCHOOL PROGRAMME.

The back school can be defined as a structured programme whose objective is to change behaviours and increase the functional capacity of patients, it is a programme of education and skills on the patients themselves and their environment that includes exercises and whose contents are always taught in a group. They are based on the idea that the proper education of the patient about their backs and the environment in which their activity develops can prevent or reduce future episodes of pain. It is aimed so that the patient adopts healthy habits, knows their environment beyond what is the general information and gets involved in their own recovery.

The objectives of the programme are to:

- Provide hygienic measures and correct positions for the working environment and everyday life.
- Train in skills that allow the worker to face the back pain.
- Prevention of back pain in workers.

In compliance with art. 5 of Royal Decree 1299/2006, of 10 November which approves the EPP table in the SS system and establishes criteria for its notification and registration, the area of Occupational Medicine of **Quirón Prevención SL**, at the time of its professional activities, it will notify the managing body of the SS that it assumes the protection of the professional contingencies of its company, and the existence of diseases that could be qualified as professional or whose origin is suspected as professional.

If this professional disease is confirmed by the management entity, the employer must carry out an investigation in this regard (Article 16.3 of Law 31 of 1995 on Prevention of Occupational Risks) in order to determine and detect possible causes. After communicating with **Quirón Prevención SL**, the area of Occupational Medicine, in collaboration with the area of technical prevention, will collaborate in this investigation with the implementation of prevention procedures and actions that are considered appropriate.

DEVELOPMENT OF THE STOPPING SMOKING PROGRAMME.

Programme aimed at smoking cessation where companies and workers are jointly involved in improving and promoting health through the abandonment of the harmful habit of smoking. The most important action of this programme is the active participation not only of the worker but also of the company, which acquires a commitment to the programme, facilitating the diffusion of the same and the participation of all workers who wish to do so.

Regarding the necessary material means, these include:

- An office with possibility of internet connection to be able to perform individual interviews.
- A meeting room to be able to provide training / information sessions and group therapy.

ADVICE AND REPORTING ON USE OF PPEs IN SPECIALLY SENSITIVE WORKERS

Based on the existing regulations, the company has a legal obligation to provide workers with personal protection equipment, free of charge for the worker, who are indicated in the risk assessment.

Sometimes certain workers cannot use any type of PPE for medical reasons, so it is necessary to advise the company on what type of PPE can be used or what alternative preventive measures should be taken for the effective protection of the health and safety of that company employee.

ADVICE ON VACCINATION PLAN IN THE COMPANY.

Royal Decree 664/1997 on the protection of workers against risks related to exposure to biological agents during work, requires the employer to make available to workers exposed to biological agents, effective vaccines that exist at the time, informing them in writing of the advantages and disadvantages of both vaccination and non-vaccination.

Quirón Prevención SL puts at their disposal the advice for compliance with this obligation in relation to the following aspects:

- Advice on the type of vaccines to be made available to workers according to the risk assessment and individual / personal characteristics of the worker (diseases, pre-vaccination, serology, allergies ...).
- Commercialised vaccines in each case, cost / benefit assessment and characteristics of the same when appropriate.
- Model of the document of vaccination offered to the workers.
- Model of the information document on the advantages of vaccination and / or non-vaccination.
- Human resources and materials that must be available for the administration of vaccines.
- Good practices for the administration of vaccines: necessary records, documentation to collect from the worker, cold chain ...
- Legislation of the corresponding autonomous community corresponding to vaccination material.
- Information on vaccination campaigns in collaboration with the healthcare authority, gathering the items designated above correspondingly.

EXECUTION OF THE VACCINATION PLAN.

After the elaboration of a vaccination programme by the prevention service, it is necessary that said plan be executed for the work centres of the company and the workers affected by said plan. This implies the acquisition of the vaccines, the administration of the necessary doses of vaccines in the appropriate terms and the subsequent analytical controls, if these were necessary.

ORGANISATION WITHIN THE EMERGENCY PLAN OF RESOURCES AND ACTIONS IN FIRST AID.

In contracts of Occupational Medicine as the only speciality contracted, advice can be provided through the development of a procedure for action in first aid that includes:

- The object and scope of the procedure.
- Responsibilities.
- The human resources, members of the first-aid teams (EPA) within the plan of emergencies.

- The material resources, first aid kits, first aid rooms. Training. Guidelines to follow for the maintenance and replacement of the material and medication for the first-aid users.
- Different situations that require urgent attention and the way to approach them.
- Performance algorithms.
- Organisation of the relations that are necessary with external services to guarantee the speed and effectiveness of the actions in the area of first aid and urgent medical assistance.

ADVICE ON IMPLEMENTATION AND USE OF AN AED.

Cardiac arrest is a major problem in public health. Accumulated experience shows that the effectiveness of early de-fibrillation in the recovery of a heart rhythm is effective in many cases. For this reason, companies are opting to implement this type of system, either for the use if necessary of their own workers or for people who are in their facilities. The healthcare area of [Quirón Prevención SL](#) can advise them in the implementation of a programme of cardio-respiratory care. The semi-automatic de-fibrillation programmes are designed to act in less than 5 minutes after the cardiac event, and may be used by non-healthcare personnel. This implies that a large number of workers must be trained to use it.

[Quirón Prevención SL](#) can help them by providing the necessary training so that its use is adequate if necessary.