

HSE Conditions of Contract

Document Summary

Objective:

This document outlines the general Health Safety and Environmental (HSE) requirements imposed by RWE Renewables (the EMPLOYER) on the CONTRACTOR and the associated WORKS. The CONTRACTOR shall carry out their activities to ensure that the WORKS are delivered safely, in accordance with the specifications, the CONTRACTOR's own internal requirements, applicable laws, rules, regulations, directives, standards, guidelines and good industry practice. The extent of the CONTRACTOR's HSE efforts and arrangements to satisfy these minimum requirements shall be based on a consideration of the complexity of the WORKS and the associated risk profile. Where any of the WORKS are subcontracted or goods or services are bought in by the CONTRACTOR, the CONTRACTOR shall remain liable for observance of the provisions of this document by any SUBCONTRACTOR under their control. The CONTRACTOR shall be responsible for ensuring adherence to these EMPLOYER's HSE Conditions of Contract by its SUBCONTRACTORS.

For the avoidance of doubt, the requirements of this Appendix shall be without prejudice to any other inspection rights under and in connection with the CONTRACT.





This document is applicable from contract award to end of contract, including remediation of all defects, regardless of any other provisions anywhere else in the CONTRACT.

Scope

This document is applicable for all functions of RWE Renewables companies as indicated above. Specified RWE Renewables OpCo's and their associated country units/ regions (or projects) shall utilize this document and may supplement or further detail it via specific documents. The legal and organizational responsibility and accountability for the distribution, implementation of this document and any supplementary information deemed necessary, resides with the organizational units or with the respective companies.

This document is intended to be issued to external organizations as part of the CONTRACT. Therefore, this document is to be used within the process of engagement of external services and is applicable to those external parties it is issued to. Applicability may however be varied, e.g., in the case of work identified as 'low risk' - See D_341_01_DEO_A02 'Applicability of HSE Conditions of Contract for WORKS assessed as Low Risk'.

Applicability

Regions/Countries <input checked="" type="checkbox"/> All <input type="checkbox"/> Europe <input type="checkbox"/> BE <input type="checkbox"/> DE <input type="checkbox"/> DK <input type="checkbox"/> EE <input type="checkbox"/> ES <input type="checkbox"/> FI <input type="checkbox"/> FR <input type="checkbox"/> GR <input type="checkbox"/> IE <input type="checkbox"/> IT <input type="checkbox"/> NL <input type="checkbox"/> NO <input type="checkbox"/> PL <input type="checkbox"/> PT <input type="checkbox"/> SE <input type="checkbox"/> UK <input type="checkbox"/> Americas <input type="checkbox"/> CA <input type="checkbox"/> CL <input type="checkbox"/> MX <input type="checkbox"/> US <input type="checkbox"/> Asia/Pacific <input type="checkbox"/> AU <input type="checkbox"/> JP <input type="checkbox"/> KR <input type="checkbox"/> TW	
Relevant Companies: <input checked="" type="checkbox"/> OFF <input checked="" type="checkbox"/> OPEA <input type="checkbox"/> RWECE <input checked="" type="checkbox"/> RRD	Technologies: <input checked="" type="checkbox"/>  <input checked="" type="checkbox"/>  <input checked="" type="checkbox"/>  <input checked="" type="checkbox"/> 

How to read this document

Specific Term	Explanation
Mandatory / “must/shall”	Mandatory content must be followed or implemented by every employee in the defined scope or area of applicability. In general, all content is mandatory unless it is explicitly noted otherwise. Mandatory parts of content can be recognized by the term “must/shall”, but any sentence in this document without a specifying verb such as “Should” or “May” is a mandatory requirement e.g. “The investigation team documents their investigation results in the form of a report.” is mandatory even without the word “Shall” used in the sentence.
Advisory / “should”	Advisory content defines the standard way something should be implemented in the defined scope or area of applicability. However, there can be deviations if these can be justified (e.g., local laws forbid, concurring procedure). Advisory sections of regulations have to be explicitly noted as such. Advisory parts of content are referred to with “should”.
Recommended / “may”	Recommended content is optional and gives best practice or additional explanation in the context of regulations. Recommended parts of content are referred to with “may”.

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Statutory Compliance

This document sets the minimum standards expected by RWE Renewables. Anyone wishing to rely on this document must make their own investigations as to the appropriate legislation, regulations and codes of good practice applicable. In the event of a conflict between such legislation, regulations and codes of good practice and this document, the legislation, regulations, or codes of good practice should prevail.

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Terms/Abbreviations

Contract	shall mean the Contract, or Agreement as defined in the main body of the contract.
Contractor	shall mean the Contractor, Consultant, Agent, or Service Provider as defined in the Contract. <i>For vessel contracts, Contractor shall be replaced with "OWNER"</i>
Contract HSE Plan	shall mean the plan as specified in Article 5, specific for and covering all work to be performed under the Contract
Employer	shall mean the Employer, Client, or Owner as defined in the Contract. <i>For vessel contracts, Employer shall be replaced with "CHARTERER"</i>
GWO	shall mean Global Wind Organisation
G+	shall mean the Global Offshore Wind Health and Safety Organisation
HSE	shall mean Health Safety and Environment
Personnel	shall mean any persons under the direct or indirect control of the CONTRACTOR, or SUBCONTRACTOR
SafetyON	shall mean the health and safety organisation for the Onshore wind sector
Site	shall mean the Wind Farm, Battery Storage, Solar Farm, or any other EMPLOYER premises identified in the CONTRACT
Subcontractor	shall mean any Subcontractor, Consultant, Agent, Supplier, or Service Provider engaged by the CONTRACTOR to carry out work on their behalf
Works	shall mean the scope of work to be carried out by the CONTRACTOR as defined in the main body of the CONTRACT

1 Renewables HSE Philosophy

We Care

RWE Renewables promotes a culture of care in everything we do in order to prevent harm to people, assets, local environment and the wider planet and society. RWE Renewables expects our supply chain CONTRACTORS to have the same philosophy and dedication. This means each CONTRACTOR adopting, implementing and enforcing rules and practices necessary for the safe and environmentally responsible performance of all their work activities.

RWE Renewables aims to maintain a work environment which is safe, performance focused, respectful, based on trust and honesty and is enjoyable for all. In order to achieve this, all CONTRACTORS must strive to achieve the same aim by demonstrating care for their own colleagues, external stakeholders' local environment and wider impacts on planet and society.

HSE Culture of Care

RWE Renewables has implemented a number of HSE initiatives to improve our HSE culture and create a culture of care within RWE Renewables. CONTRACTORS are a critical part of our HSE culture and RWE Renewables expect that all CONTRACTORS will participate in We care Cultural Alignment Workshops and Initiatives as required.

Our Care Principles

Health, Safety and Environmental Excellence is the Cornerstone of our Sustainable Performance. We achieve this by working to our care principles in order to #EnjoyTomorrow

We Care Together

We are personally committed at all levels in the organization, to create a safe and healthy workplace, protect the environment and constantly strive to find safer ways of working

We Are Brave in Our Decisions

We empower and expect everybody to intervene in unsafe or unhealthy situations, so we can all enjoy tomorrow

We Continually Improve

We will openly and regularly discuss our HSE performance and will continually improve our performance for a sustainable life

2 Content Compliance with HSE Legislation and Standards

2.1 General

- 2.1.1** The CONTRACTOR shall ensure that its employees, those of its SUBCONTRACTOR's and any other agent acting on its behalf, as a minimum, comply with all applicable HSE requirements imposed by national legislation.
- 2.1.2** The CONTRACTOR shall report without undue delay to the EMPLOYER:
- Any enforcement action taken against the CONTRACTOR, while performing the WORKS.
 - Any complaint filed under applicable HSE legislation against the CONTRACTOR, while performing the WORKS.
- 2.1.3** The CONTRACTOR shall also give consideration to, as is applicable to the scope of WORKS, relevant:
- Health and safety standards contained in Industry Codes of Practice.
 - Recognised industry guidance.
 - Good practice documents, such as those published by the G+, or SafetyOn.
 - Any internal HSE policies prescribed by the EMPLOYER.
 - Any permits attaining to the SITE.

2.2 RWE Renewables HSE Life Saving Rules

- 2.2.1** The EMPLOYER has established a set of Life Saving Rules which are designed to help strengthen the existing HSE Management performance and drive appropriate safety critical behaviours and practices.
- 2.2.2** All PERSONNEL shall be familiar with and work according to the EMPLOYER's HSE Life Saving Rules, attached herein (Appendix 1).
- 2.2.3** Where a site boundary is yet to be established, for example Survey Investigation (SI) WORKS during the development phase of a project, the Life Saving Rules shall still apply.
- 2.2.4** The CONTRACTOR shall ensure that all PERSONNEL engaged in the work, including SUBCONTRACTORS, have been informed about the Life Saving Rules and the consequences of not following these.
- 2.2.5** Additional SITE specific or project specific rules may be implemented in addition to the Life Saving Rules. The CONTRACTOR shall ensure that it is familiar with and shall support the implementation of any such additional SITE specific or project specific rules.

2.3 Conduct on Site / Drugs and Alcohol

- 2.3.1** The CONTRACTOR shall ensure that all PERSONNEL conduct themselves in a fit and proper manner whilst on SITE; failure to do so may result in the removal or exclusion of PERSONNEL from SITE.
- 2.3.2** No drugs or alcohol are to be brought to, or consumed on SITE, with the exception of prescription drugs that are required.
- 2.3.3** PERSONNEL attending SITE shall not be under the influence of drugs or alcohol; it is the responsibility of the CONTRACTOR to ensure that all PERSONNEL under their control are fit to carry out their duties and that they are not under the influence of illegal drugs, or negatively impaired by prescription, or over the counter medicines.
- 2.3.4** The EMPLOYER may request the CONTRACTOR to carry out random drug and alcohol testing, or for cause, following an incident for example. The CONTRACTOR shall have in place the necessary arrangements and a policy to facilitate such tests, including a suitable disciplinary procedure to react to a positive test result.

- 2.3.5** The EMPLOYER will not tolerate any acts of violence, threats of violence, or discrimination; any instances of this type will result in disciplinary action and may lead to removal of PERSONNEL from SITE.
- 2.3.6** The EMPLOYER reserves the right to remove any PERSONNEL from SITE who do not comply with the above conditions.

3 HSE Management System

3.1 HSE Policy

- 3.1.1** The CONTRACTOR shall have a Health, Safety and Environment (HSE) policy, which is:
- Documented and visibly endorsed by senior management.
 - Of a standard comparable to the EMPLOYER's policy including its policy statement attached at Appendix 2.
 - Accessible and understood by all PERSONNEL.
 - Implemented and maintained at all levels of the CONTRACTOR's organisation.

3.2 Target and Objective Setting

- 3.2.1** One of the CONTRACTOR's objectives shall be to strive for an accident-free workplace.
- 3.2.2** CONTRACTOR's targets and objectives shall be focused on leading indicators and pro-active efforts to reduce the likelihood and severity of incidents.

3.3 HSE Management System

- 3.3.1** The CONTRACTOR shall have a fully documented and effectively implemented HSE Management System covering all areas of the work under the contractual agreement.
- 3.3.2** The scope of the CONTRACTOR's HSE Management System shall also include all WORKS to be performed by SUBCONTRACTOR's and any interfaces with the EMPLOYER and SUBCONTRACTOR.
- 3.3.3** The CONTRACTOR's HSE Management System may be subject to review by the EMPLOYER prior to commencement of the WORKS and at any time until completion of the contract as required.
- 3.3.4** The CONTRACTOR's HSE Management System shall comply with all applicable regulatory requirements pertaining to the Country where the WORKS are taking place as well as accepted Good Industry Practices.

3.4 HSE Management System Interfacing

- 3.4.1** The CONTRACTOR shall make known to the EMPLOYER, where relevant and to the CONTRACTOR's knowledge, interfaces between HSE Management Systems of the CONTRACTOR, the EMPLOYER and other interfacing parties working under the CONTRACTOR's supervision.
- 3.4.2** If deemed necessary by the EMPLOYER, prior to commencement of the work, the CONTRACTOR shall participate in a documented HSE interfacing exercise to identify and control the interfaces between HSE Management Systems of the CONTRACTOR, the EMPLOYER and other interfacing parties. The CONTRACTOR shall implement agreed arrangements and verify these are up to date throughout the work.
- 3.4.3** The agreed outcome of the HSE interfacing process shall be documented jointly by the EMPLOYER and the CONTRACTOR.
- 3.4.4** Throughout the duration of the work, the Contract HSE MS Interface Document shall be reviewed and updated accordingly.

3.5 HSE Risk Management and Safe Systems of Work (SSOW)

3.5.1 The CONTRACTOR is required to set up a Safe System of Work, including the submission of Hazard Risk Assessments (HRA) also known as Job Hazard Analysis (JHA) and Method Statements (MS) prior to commencement of WORKS.

3.5.2 For more hazardous tasks, or where management of the WORKS is deemed more complex, the CONTRACTOR may be required to obtain written authorisation from the EMPLOYER, or to implement a more formal SSOW, such as a Permit System; to be presented by the CONTRACTOR to the EMPLOYER prior to the commencement of WORKS.

Including, but not limited to:

- Hot work (includes welding, burning, and any activity that creates a source of ignition or combustion which may include grinding and cutting)
- Working at height
- Electrical work
- Access to HV enclosures
- Lifting operations
- Confined space working
- Removal of permanent barriers/floor coverings
- Barriers, guards, screens and notices erected by others
- Excavations/breaking ground
- Erection/dismantling of scaffolding
- Asbestos work
- Mobilising Cranes on site
- Mobilising Jack up vessels on site
- Vehicles working in the vicinity of overhead cables

3.5.3 The EMPLOYER reserves the right to impose a more formal SSOW under their own arrangements.

3.5.4 Prior to the commencement of any work involving the use of hazardous substances, the CONTRACTOR shall carry out an assessment in accordance with relevant national legislation. Material Safety Data Sheets are not assessments; however, the information that contain should be used to produce an assessment.

3.5.5 The CONTRACTOR shall submit all safe working documentation in good time before commencement of the WORKS, as a minimum 4 weeks prior; the EMPLOYER has, in general, the right to review and comment.

At the EMPLOYER's discretion, for emergency/short notice unscheduled WORKS, or for construction/high risk activities that may be more complex to manage, this timeline for submission may be reduced, or increased respectively.

3.6 Environmental Management

3.6.1 The CONTRACTOR shall have in place an Environmental Management Plan covering the scope of WORKS for which they have been contracted.

3.6.2 The CONTRACTOR shall ensure, at all times, that suitable precautions are in place to protect the atmosphere, ground or waters, minimising the impact that their activities have on the surrounding environment.

3.6.3 The CONTRACTOR shall ensure suitable precautions are in place to protect flora and fauna on SITE.

- 3.6.4** The CONTRACTOR shall take responsibility for and have the necessary provisions in place to control spills and releases to the atmosphere, ground or water and shall remain compliant, at all times, with the applicable licences/permits.
- 3.6.5** Spill kits and other equipment to mitigate the consequences of a spill shall be made readily available by the CONTRACTOR during the performance of the work.
- 3.6.6** The CONTRACTOR shall ensure that they and their employees are aware of existing land uses on SITE.
- 3.6.7** The CONTRACTOR shall ensure that their work does not adversely affect the existing land use e.g., farming, fishing, tourism, etc.
- 3.6.8** The CONTRACTOR shall ensure that they comply with all applicable consent conditions for the SITE or the project.

3.7 Waste Management

- 3.7.1** The CONTRACTOR shall be responsible for ensuring that handling, storage, treatment, transportation, and disposal of waste generated from its own scope of work is conducted in accordance with all local statutory requirements, applicable Laws and the EMPLOYER's HSE management system requirements.
- 3.7.2** The CONTRACTOR shall implement project/site/vessel-specific waste procedures covering waste infrastructure, relevant SITE procedures, operational roles and responsibilities, storage and handling of waste streams, disposal by licenced CONTRACTORs, and guidance on inspection of waste facilities.
- 3.7.3** The CONTRACTOR shall ensure that any waste generated by their activities is segregated on SITE and stored safely and securely in waste containers before it is transferred to an authorised/licensed disposer, by a registered/authorised carrier.
- 3.7.4** Any waste that contains hazardous materials must be segregated and disposed of as hazardous waste. This will include oils and greases etc. as well as rags or clothes which are contaminated with oils and greases.
- 3.7.5** Waste receptacles shall be clearly labelled in accordance with the National Colour Coding Scheme where applicable.
- 3.7.6** The CONTRACTOR shall ensure that they have documentary evidence for all transfer of waste, according to national legislation.

3.8 HSE Organisation

- 3.8.1** The CONTRACTOR shall provide competent HSE professionals to support the planning, execution and monitoring of the WORKS undertaken by its employees, those of its SUBCONTRACTORs and any other agent acting on its behalf.
- 3.8.2** The CONTRACTOR shall agree with the EMPLOYER what is deemed to be a sufficient level of HSE resource prior to the commencement of work.
- 3.8.3** If external consultants are used by the CONTRACTOR to support the project, the CONTRACTOR must ensure the consultant is given access to this document and all other relevant information.
- 3.8.4** The EMPLOYER expects that the CONTRACTOR's Line Management accept and demonstrate HSE responsibility for their teams and any SUBCONTRACTORs under their control.
- 3.8.5** The CONTRACTOR shall ensure that key HSE resource have knowledge of the country specific legal requirements.

3.9 Training and Competence

3.9.1 The CONTRACTOR shall ensure that all PERSONNEL are adequately qualified, suitably trained, have sufficient experience and knowledge to perform the assigned task correctly and safely, and that they are medically fit for the specific tasks to which they are assigned.

3.9.2 The CONTRACTOR shall ensure that records of training certificates are obtained for all PERSONNEL and are readily available on SITE, should they be requested as evidence.

3.9.3 The CONTRACTOR shall ensure that all PERSONNEL attending SITE have successfully completed a site-specific health and safety induction/SITE orientation, or similar to make them aware of the site-specific hazards and any emergency, rescue and evacuation equipment that may be relevant to their activities.

3.9.4 The EMPLOYER mandates training as follows:

3.9.4.1 For RWE Offshore

CONTRACTOR PERSONNEL shall have health and safety training, as a minimum, in accordance with the following access categories:

Individuals that are working offshore and ARE transferring* to an offshore structure

- Full GWO Basic Safety Training Standard.

Individuals that are working offshore but are NOT transferring to an offshore structure and are NOT transferring to a vessel via boat landing (with a ladder)

- GWO Basic Safety Training, or equivalent (pre-approved equivalent training standards are STCW or BOSIET). GWO Working at Height module is not required.

Individuals that are working offshore who are NOT accessing an offshore structure but ARE accessing a vessel via a boat landing (with a ladder)

- GWO Basic Safety Training or equivalent (pre- approved equivalent training standards are STCW or BOSIET) and GWO Working at Height module.

Infrequent visitors and workers travelling offshore who ARE transferring to an offshore structure or vessel via boat landing, limited to no more than two occasions within any 12-month period from the first visit

- GWO Limited Access Standard and must be accompanied at all times by 2 persons with at least full GWO Basic Safety Training.

Infrequent visitors and workers travelling offshore who are NOT transferring to an offshore structure or vessel, limited to no more than two occasions within any 12-month period from their first visit

- Site/Vessel briefing and must be accompanied at all times by 2 persons with at least full GWO Basic Safety Training.

Transfer to an offshore structure is defined as any transfer carried out to a structure offshore (i.e. not the quayside). Structures can be temporary, or permanent, including foundations (fixed, or floating), transition piece, wind turbine, substation, FLIDAR, offshore buoy, or similar.

Transfer to a vessel is defined as any transfer carried out to a vessel when not at the quayside.

**Requirements for transfer by helicopter are outside of the scope of this document.*

3.9.4.2 For RWE OPEA

Onshore Wind – Contractors

Non-turbine Related Works:

- Manual Handling
- First Aid

It is recommended that these are the GWO certified training course variants or equivalent.

Turbine Related Works:

The GWO Basic Safety Training Standard including the following 4 modules:

- First aid,
- Fire protection,
- Manual handling,
- Working at height, i.e., rescue and use of personal fall protection.

Training shall be conducted by certified GWO training providers, where this is available in country. In all regions, if the local legal requirements set higher standards these will apply.

Onshore Battery, PV & Solar – Contractors

- Manual Handling
- First Aid

It is recommended that these are the GWO certified training course variants or equivalent.

Contractors during Construction

For First Aid the national regulatory requirements regarding percentages / numbers, with a minimum of two First Aiders per working group and a minimal overall ratio of five First Aiders per 50, shall be followed. Beyond this, first aid training is recommended but not mandatory.

Onshore – Visitors

Visitors to onshore sites must be escorted at all times by a representative of the Organisation, or the Contractor responsible for the Site. They must have a Visitors orientation / induction to the site and visitors are not allowed to climb wind turbines or enter High Voltage areas. Exceptions are only allowed where there is an unforeseeable essential business reason. Operations N-3 respectively Construction N-3 to check whether deviation is unavoidable and acceptable. The Visitors risk assessment is to be followed and the HSE advisor is to be consulted. The reason for the exemption shall be documented in advance of each such visit. Sign off must be obtained from the relevant Operations N-3 respectively Construction N-3 and the relevant HSE N-2 Cluster Manager.

As a minimum mitigating measure, the Visitor will be accompanied by two fully GWO-trained and competent colleagues in case of wind turbine climbing.

Visitors to onshore projects and sites must abide by the site rules at all times and obey the instruction of their escort. Visitors to onshore projects and sites do not require GWO training.

3.9.4.3 Equivalent Training (OPEA and Offshore)

Where GWO Basic Safety Training cannot be achieved, or where specific risks may exist, or specific regulatory requirements may exist, then alternative and relevant training may be needed to help demonstrate competency. For equivalent training to be acceptable it must cover the same elements as the GWO Basic Safety Training and must be appropriate to the activity being undertaken and the associated risks and covering any other regulatory requirements.

Only in exceptional circumstances will equivalent trainings be granted, reviewed and approved by the Employer (as prescribed in D-331-02-DEO). The justification to why training requirements cannot be met should be provided by the CONTRACTOR.

The CONTRACTOR shall submit any request for approval of equivalent trainings to the EMPLOYER in good time before commencement of the WORKS, as a minimum 4 weeks prior.

At the EMPLOYER's discretion, for emergency/short notice or unscheduled works, or for construction/high risk activities that may be more complex to manage, this timeline for submission may be reduced, or increased respectively.

3.10 Working Practices

- 3.10.1** The EMPLOYER is committed to active HSE involvement for all work activities, in order to create a culture of care. This requires the co-operation of the CONTRACTOR in undertaking SITE based HSE observation tours at a frequency agreed with EMPLOYER, for the purpose of observing both positive and negative working practices.
- 3.10.2** The CONTRACTOR shall have in place a behavioural based programme to facilitate this.
- 3.10.3** The CONTRACTOR should encourage senior management visibility on SITE to demonstrate their commitment to HSE and the workforce
- 3.10.4** The CONTRACTOR should actively encourage PERSONNEL to intervene where they witness unsafe behaviours/deviations from normal procedure, and to participate in healthy dialogue that drives continual improvement and a safer environment to work in.

3.11 Wellbeing

- 3.11.1** The CONTRACTOR shall have in place Wellbeing programmes and initiatives to support their PERSONNEL, as relevant to the work. Evidence of such programmes and initiatives shall be provided to the EMPLOYER by the CONTRACTOR upon request.

3.12 Medical Fitness / Fitness to Work

- 3.12.1** The CONTRACTOR shall ensure that all PERSONNEL climbing a wind turbine are medically fit to climb.
- 3.12.2** The CONTRACTOR shall also ensure that those carrying out specific tasks are fit for work. For example, those carrying out tasks requiring them to have a specific medical certifying them as fit for that work.

3.13 Fatigue Risk Management

- 3.13.1** The CONTRACTOR shall have arrangements in place to control the effects of fatigue caused by working time, in accordance with national legislation.

3.14 Mobilisation / Start-up of the Work

- 3.14.1** Prior to mobilisation and starting any part of the work, the CONTRACTOR shall provide a written confirmation, stating that the CONTRACTOR and any SUBCONTRACTORS fulfil the requirements of the CONTRACT.
- 3.14.2** The CONTRACTOR shall, prior to commencement of the work, inform all PERSONNEL about key information related to the work. The CONTRACTOR shall ensure that any new PERSONNEL are informed in an equal manner.
- 3.14.3** The CONTRACTOR shall communicate all information in such a manner that all PERSONNEL can easily understand it.

3.15 HSE Communications and Meetings

- 3.15.1** The CONTRACTOR shall ensure effective and efficient HSE communication throughout the duration of the work. This includes but is not limited to, an inaugural meeting (following contract award) SITE HSE meetings, toolbox talks and daily briefs, newsletters, safety alerts, etc. The CONTRACTOR shall take and record minutes from such meetings and have them available to provide to the EMPLOYER upon request.

- 3.15.2** The CONTRACTOR shall continually consult with all PERSONNEL involved with the work on HSE matters, encouraging active participation and two-way communication.
- 3.15.3** The CONTRACTOR shall appoint an individual at SITE to participate in relevant EMPLOYER HSE meetings. SUBCONTRACTORS shall participate as appropriate.
- 3.15.4** The CONTRACTOR shall establish and maintain HSE information boards for new projects/SITES and position them strategically to ensure key communications remain visible and accessible. All information displayed shall be kept current. For already established SITES, the CONTRACTOR should utilise HSE notice boards already implemented by the EMPLOYER.

3.16 HSE Performance Reporting

- 3.16.1** The CONTRACTOR shall submit a HSE performance report to the EMPLOYER. This report shall specifically report on HSE performance for the Contract only (not the CONTRACTOR's company-wide performance) and shall include the following information, as a minimum:
- Total hours worked (including SUBCONTRACTORS, split by individual projects, sites or contracts).
 - Progress against implementation of the CONTRACT HSE PLAN and KPIs.
 - A list, including a brief description, of all incidents
 - Number of Fatalities (FAT).
 - Number of Lost Time Incidents (LTI).
 - Number of Restricted Work Cases (RWC).
 - Number of First Aid Cases (FAC).
 - Medical Treatment Cases (MTC).
 - Number of Near Misses (NM) and HSE Observations.
 - Number of Environmental Incidents (ENV) and non-conformances.
 - Any notices served by, or reports made to the authorities.
 - Total days lost time and total days on restricted work duties.
 - Segregated waste leaving SITE (weight/volume and type of waste).
 - Other relevant HSE information such as toolbox talks, training, inspections/audits HSE campaigns or initiatives, etc.
- 3.16.2** The format, content and the frequency of the HSE Performance Report shall be agreed with the EMPLOYER prior to the commencement of the work.
- 3.16.3** The CONTRACTOR shall submit a HSE Performance Close-out Report at the end of the CONTRACT period.

3.17 HSE Incident Management

- 3.17.1** The CONTRACTOR shall establish a system to ensure that all incidents are reported and investigated.
- 3.17.2** The CONTRACTOR shall only assign competent PERSONNEL to carry out investigations.
- 3.17.3** The CONTRACTOR shall notify the national and/or local authorities of HSE incidents in line with the timescales prescribed by legislation;
- 3.17.4** In parallel, the CONTRACTOR shall report all incidents and near misses to the EMPLOYER, according to the following incident classifications and agreed timescales:

Actual/Potential High Severity Incidents

To be reported immediately by phone within the hour, where safe to do so, to the EMPLOYER's Representative and to the SITE Control Room/Marine Coordination Centre.

Initial investigation report to be submitted to the EMPLOYER within 14 days and weekly progress updates given thereafter until closeout. The EMPLOYER reserves the right to request a member of the CONTRACTOR'S Board or SLT to attend site within 10 working days following this category of incident to discuss improvement measures.

Actual/Potential High incidents are defined as:

- Health & Safety: Fatality, major life changing injury, or serious long-term injury
- Asset: Incident that causes downtime and/or damage cost over 1M €
- Environment: Serious or Major environmental incident:
 - Serious environmental damage, which is expected to last longer than four weeks of remediation activities at SITE or cannot be remediated and therefore causes long-term damage; *AND/OR*
 - Regional, national or international media interest, *AND/OR*
 - High stakeholder concern (Multiple community complaints), *AND/OR*
 - Civil or criminal prosecution

Actual/Potential Medium Severity Incidents

To be reported verbally to the EMPLOYER's Representative as soon reasonably practicable. Formal notification via email within 3 working days.

Initial investigation report to be submitted to the EMPLOYER within 14 days and weekly progress updates given thereafter until closeout. The EMPLOYER reserves the right to request a member of the CONTRACTOR'S Board or SLT to attend site within 10 working days following an LTI in this category of incident to discuss improvement measures.

Actual/Potential Medium incidents are defined as:

- Health & Safety: Lost Time Injury (LTI) Restricted Work Case (RWC) Medical Treatment Case (MTC)
- Asset: Incidents that cause downtime and/or damage cost between 200k € - 1M €
- Environment; Moderate environmental incident:
 - Moderate environmental damage that is expected to be resolved within a period of max. four weeks remediation activities at SITE, *AND/OR*
 - Local media interest, *AND/OR*
 - Moderate stakeholder concern (Repeat community complaints), *AND/OR*
 - Regulatory enforcement action (e.g.: fine, notice, order).

Actual/Potential Low Severity Incidents

To be reported to the EMPLOYER's Representative as soon as reasonably practicable timescale and not later than within 7 days.

Actual/Potential Low incidents are defined as:

- Health & Safety: First Aid Case (FAC)
- Asset: Incidents that cause downtime and/or damage cost less than 200k €
- Environment: Minor environmental incident:
 - Minor environmental damage that is likely to be remedied by simple means within a period of max. 7 days of remediation activities at SITE, *AND/OR*
 - Action / control required, *AND/OR*
 - Warning letter from Authority, *AND/OR*
 - Low stakeholder concern (isolated community complaint).

*Potential Severity (Near Misses) are defined as having the potential to cause any of the above scenarios.

3.18 Emergency Preparedness and Response

- 3.18.1** The CONTRACTOR must comply, where required, with the EMPLOYERS Emergency Response Plans and Procedures whilst working on an EMPLOYER project/SITE.
- 3.18.2** For certain activities, based on risk assessment, the CONTRACTOR shall be required to implement their own Emergency Response Plan and arrangements prior to commencement of the work; all foreseeable emergency response scenarios shall be considered.
- 3.18.3** The CONTRACTOR and EMPLOYER shall carry out an exercise to identify and resolve any potential conflicts prior to the commencement of the work; a bridging document will be produced where necessary.
- Refer to the “G+ Integrated Offshore Emergency Response (G+ IOER) Good practice guidelines for offshore renewable energy developments or the “SafetyOn” Onshore Emergency Response Good practice guidelines for onshore wind energy developments” for further support.
- 3.18.4** The CONTRACTOR will nominate and appoint competent PERSONNEL to facilitate and support emergency response.
- 3.18.5** On request, the CONTRACTOR shall conduct, or participate in emergency response drills (e.g., fire, spill, evacuation, injured person recovery, boat drills such as man overboard rescue, etc.) to test the effectiveness of its emergency response procedures and equipment, as well as the knowledge and proficiency of all PERSONNEL involved.
- 3.18.6** The CONTRACTOR shall document emergency drills and share the learnings with the EMPLOYER, and with any regulatory agency, as required.

3.19 HSE Audits, Reviews and Inspections

- 3.19.1** The CONTRACTOR shall perform audits, reviews and inspections on the SITE as required by CONTRACTOR’s HSE Management System or as requested by the EMPLOYER.
- Audits performed by the CONTRACTOR shall verify that all legal obligations, conditions and stipulations of relevant licences, consents and permits, and EMPLOYERS internal policies and procedures are being complied with.
- 3.19.2** The CONTRACTOR shall submit reports of audits, reviews and inspections to the EMPLOYER upon completion.
- 3.19.3** The CONTRACTOR shall be able to demonstrate effective implementation of findings from audits, reviews and inspections.
- 3.19.4** The EMPLOYER will monitor the CONTRACTOR’s HSE performance against KPI’s and minimum expectations agreed prior to the commencement of the work, to identify trends, opportunities for improvement and good practice.
- 3.19.5** The EMPLOYER reserves the right to carry out their own inspections and audits of the CONTRACTOR, at a frequency agreed with the CONTRACTOR, without incurring cost due to downtime; the CONTRACTOR shall fully co-operate.

3.20 HSE Records

- 3.20.1** The CONTRACTOR shall retain all relevant HSE records relating to its work, in line with relevant legislation. The EMPLOYER shall be given access to these records on request.

3.21 Personal Protective Equipment (PPE)

- 3.21.1** The CONTRACTOR shall provide, use and maintain PPE as deemed necessary from the risk assessment, and in accordance with national legislation.
- 3.21.2** The CONTRACTOR shall ensure that its workforce have received appropriate training in the use of the PPE and that PPE equipment is properly used.

3.21.3 All PPE must comply with the relevant statutory requirements and EN standards, or equivalent (e.g., ANSI).

3.21.4 The following specific requirements apply on RWE Renewables sites:

- Open Water - when working near open water, approved life preserving jackets shall be provided and worn.
- When ascending/descending in a wind turbine the following PPE must be worn;
 - Full body harness (EN361/EN358).
 - Double Twin Tail Lanyard (Shock absorbing – EN355).
 - Work positioner (EN358)
 - Slider (EN353).
 - Climbing Hard Hat (EN12492 & EN397) with head torch.
 - Safety Boots with good ankle support.
- Personal Fall Protection Equipment (PFPE) – the following restriction is in force on all RWE Renewables sites/projects:
 - Non-locking or single locking carabiners are not permitted under any circumstances.

3.21.5 Where the CONTRACTOR requires RWE Renewables staff to have additional training or PPE outside of RWE standards, then these are to be provided at the CONTRACTORs expense.

3.22 Record of Attendance

3.22.1 The CONTRACTOR shall ensure that all of its employees, those of its sub-contractors and any visitors record their attendance on SITE daily, in order that numbers can be satisfactorily accounted for in the event of a fire, or another emergency.

3.22.2 For unmanned sites, or where there is no facility on site to record your presence, then the CONTRACTOR shall notify the operating Control Room, or Duty Manager of their arrival and expected departure time.

3.23 Lifting Operations

3.23.1 Lifting tackle, lifting appliances (machines) and hoists, hereafter described collectively as "lifting equipment", shall comply with the requirements of the relevant national legislation, and statutory requirements.

3.23.2 The CONTRACTOR shall keep all Lifting equipment under strict control to prevent any unauthorised use.

3.23.3 Only properly tested and certified lifting equipment may be used. The CONTRACTOR must maintain a suitable and sufficient system for managing the inspection and thorough examination of all lifting equipment.

3.23.4 The use of "C-hooks" is prohibited.

3.23.5 Prior to any lifting operation, a suitable lifting plan shall be prepared by a competent person, appointed by the CONTRACTOR, with a level of detail commensurate with the nature of the lift (i.e., complexity, weight, travel distance, the weather etc.). The lifting plan should be supported by the necessary additional documents i.e., ground stability tests.

3.23.6 The CONTRACTOR must obtain written authorisation from the EMPLOYER, as well as obtaining any other statutory permits required by national legislation before mobilising a Mobile Crane, or other large lifting equipment on site.

3.23.7 RWE Renewables and any appointed Main Contractor must be able to monitor lifts in order to complete their duty holder roles and responsibilities. This may include being considered part of the working party and entering the lifting exclusion zone in order to fulfil their legal duties e.g., monitoring and compliance. A safe method for doing so shall be addressed as part of the SSOW.

4 Subcontractor Management

- 4.1.1** The CONTRACTOR shall inform the EMPLOYER in advance and in a reasonable timescale of the work that it intends to sub-contract and the SUBCONTRACTOR's to be used.
- 4.1.2** The CONTRACTOR shall be able to demonstrate that he has applied selection procedures that ensure that his SUBCONTRACTOR's are demonstrably competent to perform the WORKS safely.
- 4.1.3** The CONTRACTOR shall have in place a formal process for monitoring its SUBCONTRACTOR's HSE performance.
- 4.1.4** The EMPLOYER reserves the right to periodically audit the CONTRACTOR's process for conducting SUBCONTRACTOR HSE evaluations; the EMPLOYER reserves the right to refuse SUBCONTRACTOR access to any SITE/project under its control.
- 4.1.5** The CONTRACTOR shall provide the SUBCONTRACTOR with the following information as a minimum:
- SITE specific HSE HAZARDS relevant to the SUBCONTRACTORs work.
 - The EMPLOYERs policies and procedures, including these requirements.
 - The CONTRACT HSE PLAN.
- 4.1.6** The CONTRACTOR shall ensure that the SUBCONTRACTOR familiarises itself with the information provided.
- 4.1.7** The CONTRACTOR shall be accountable for SUBCONTRACTOR HSE performance and any improvements to be made.
- 4.1.8** The CONTRACTOR shall ensure that SUBCONTRACTOR HSE plans are considered and integrated in the CONTRACT HSE PLAN.
- 4.1.9** The CONTRACTOR shall provide an evaluation of SUBCONTRACTOR HSE performance upon completion of the work.

5 Contract HSE Plan

- 5.1.1** The CONTRACTOR shall prepare and submit a CONTRACT HSE PLAN specific to the scope of WORKS.
- 5.1.2** The CONTRACT HSE PLAN shall explain in detail how HSE is to be managed for the different phases of the project, or the work being undertaken.
- 5.1.3** The CONTRACTOR shall ensure that SUBCONTRACTOR HSE plans are considered and integrated in the CONTRACT HSE PLAN.
- 5.1.4** The format and core content of the CONTRACT HSE PLAN shall be to a standard agreed by the EMPLOYER. The CONTRACT HSE PLAN shall include as a minimum:
- Anything of relevance prescribed by national legislation, licences, consents and permits, and anything stipulated by the EMPLOYER.
 - The CONTRACTOR's HSE targets and objectives. These shall be aligned with EMPLOYER'S targets for HSE.
 - HSE HAZARDS associated with the work.
 - The CONTRACTOR's organisation chart, outlining (HSE) roles and responsibilities related to the work and other key contacts.
 - The CONTRACTOR's proposed SSOW, programmes and other HSE activities to mitigate risks associated with the work.
 - The CONTRACTOR'S activities to rectify and continuously improve HSE performance
 - The CONTRACTOR'S programme for:
 - HSE audits and inspections (performance monitoring).

- HSE meetings, SITE visit and engagement schedule during mobilisation, execution of the work and demobilisation.

5.1.5 The CONTRACTOR shall utilise the CONTRACT HSE PLAN to coordinate all SITE WORKS and sub-contracted activities, with the aim of maximising the effectiveness of the SITE coordination and avoiding dangerous working practices.

5.1.6 The CONTRACTOR shall submit the CONTRACT HSE PLAN to the EMPLOYER in good time, and as a minimum, at least 4 weeks prior to commencement of the work.

At the EMPLOYER's discretion for emergency/short notice unscheduled WORKS, or for construction/high risk activities that may be more complex to manage, this timeline for submission may be reduced, or increased respectively.

5.1.7 The extent of the CONTRACT HSE PLAN shall be appropriate to the nature and complexity of the work.

5.1.8 If the CONTRACT HSE PLAN is deemed insufficient by the EMPLOYER, then the CONTRACTOR shall modify the plan.

5.1.9 The CONTRACT HSE PLAN shall be accepted by the EMPLOYER prior to the work commencing.

5.1.10 The CONTRACTOR shall treat the CONTRACT HSE PLAN as a live document and ensure it remains current for the duration of the project, reviewing prior to each phase of work.

5.1.11 The CONTRACTOR shall report performance and progress against the CONTRACT HSE PLAN.

Change log

Date	Version history	Revised by
January 2023	First issue for use in OFF (replacing interim solution) and OPEA	Sebastian Godwin
Oct 2024	First Revision - Updates to the Minimum Training Requirements for contractors - to align with updates to HSE Training Directive D331.02.	Hugo Deynem and Sebastian Godwin

Appendices

Appendix 1 - EMPLOYER's Life Saving Rules

8 rules – One objective: #enjoytomorrow



Safe Method of Work

Prior to a work task being carried out, it shall be assessed to identify hazards and to ensure suitable controls are put in place to prevent harm



Safety Devices & Safety Critical Equipment

No Safety device or safety critical equipment shall be tampered with, unless formal authorization has been obtained to override the safety control as part of the work planning



Energy Isolation

Isolations and Zero energy must be applied and verified prior to a work task being commenced unless formal written authorization has been obtained



Working At Height

When working at height with a risk of falling, fall arrest systems must be used and personal safety devices attached at all times, unless collective fall prevention systems are fitted



Suspended Load & Exclusion Zones

No person shall work or walk under a suspended load or enter any exclusion zone without authorization



Dropped Objects

All tools and equipment with the potential to be dropped, shall be secured or stored appropriately to prevent them from falling/being dropped and posing a hazard



Lifting Processes

Rigging & lifting processes must be planned, controlled, and understood by all involved. Any associated lifting equipment and accessories used shall be suitable for the task, be visually inspected, have a valid test certificate and be free from defects prior to a work task being commenced



Driving

All journeys must be planned and undertaken when drivers are only in a fit state to do so, seatbelts must be worn at all times, driving shall be responsibly undertaken and in line with weather and road conditions

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Appendix 2 – EMPLOYER's Policy Statement

RWE

RWE Renewables Health, Safety and Environment Policy Statement

#Enjoytomorrow 

As members of the RWE family, the Renewables businesses rally behind RWE's purpose: Our energy for a sustainable life. It describes why we exist and what drives us forward every day. We are passionate about renewables and the impact we create for the world. We are responsible corporate citizens and have a positive environmental, economic and societal contribution.

Health, Safety and Environmental Excellence the Cornerstone of Sustainable Performance

We believe that long-term, sustainable success can only be reached through people. We create and provide safe and healthy working conditions. We believe that all accidents are preventable and therefore, one accident is one too many. We are passionate about helping to protect our planet and are committed to support societies globally to meet the United Nations' 2°C target, the 1.5°C SBTi emission reduction pathway and commit to net zero by 2040.

In short: We care for each other, our assets and the environment wherever we operate, whatever we do.

Our Care Commitments

We live the following commitments and require all colleagues and encourage all business partners to abide by these and act accordingly:

- Our management visibly demonstrates leadership in Health, Safety and Environment (HSE) throughout all our business processes, activities and decisions.
- We take decisive action to ensure and promote the health and safety of all employees, business partners and neighbours as well as to assure the protection of the environment – no matter where we are or what we do. We avoid hazards, reduce risk and continually improve our performance.
- We devote energy and attention to prevent harm, and to maintain and improve the health and wellbeing of employees, business partners and others involved with us along the value chain.
- We are committed to comply with our HSE legal obligations and any other relevant requirements we identify, through the effective application of our HSE (We Care) Management System.
- We empower and expect our colleagues and business partners to take personal responsibility, role-model HSE and be brave by stopping unsafe work and challenging unsafe conditions.
- We appreciate and recognize good HSE behaviour and performance, strive to find safer ways of working and take pride in actively sharing good HSE practice.
- We welcome constructive feedback and challenge on the implementation of our HSE Policy.
- We take a holistic, life-cycle wide approach to environmental protection aiming at reducing environmental impacts whilst increasing the production, storage and use of green energy.
- We are committed to ensuring the integrity of our assets to increase clean energy production whilst preventing harm to people and the environment.

We care today, so everyone enjoys tomorrow


Sven Utermöhlen
CEO RWE Offshore Wind


Katja Würschel
CEO RWE Renewables Europe & Australia

[rwe.com](https://www.rwe.com)

April 2024