

#### **ARTICLE 1** SUBJECT OF AGREEMENT CONTRACTUAL DOCUMENTS

- 1-1 The work which is the subject of this agreement is defined in the supplementary conditions.
- 1-2 The subcontracted work shall be executed in accordance with the terms and conditions of contractual documents defined and numbered in the supplementary conditions.
- 1-3 In case of contradiction between two or more specific documents or between two or more general documents of this agreement, the information in the document bearing the lowest number in the numbering takes precedence over the others. In case of contradiction between a general document and a specific document, the latter prevails. Regulations in force precedence over all other documents.
- 1-4 It is expressly stipulated that the general sales or work terms and conditions, or any other similar documents, issued or generally employed by the prime contractor or the subcontractor, are not applicable to this agreement.
- 1-5 In case of signature of the subcontracting agreement prior to entering into the prime contract, the prime contractor undertakes, for execution of the work, the subject of this agreement, to submit for the acceptance of the structure owner only the contractor named as subcontractor in the supplementary conditions.

In this case, this agreement is signed under the express condition precedent that the prime contract including the name and terms of payment of the subcontractor is itself awarded to the prime contractor by the structure owner.

1-6 Counting of lead times - In the framework of this agreement, lead times expressed in days means calendar days, unless stated otherwise in the supplementary conditions.

#### **ARTICLE 2** APPLICATION OF LEGAL AND **CONTRACTUAL PROVISIONS**

## 2-1 Acceptance of the subcontractor and approval of payment terms

The parties declare that they expressly submit to Law 75-1334 of 31 December 1975.

- 2-2 When entering into this agreement, the subcontractor must:
- · provide proof of its registration with the commercial registry or with the Trades Registry (Répertoire des Métiers),
- attach a social security declaration supplies certificate which is less than one year old,
- · certify upon its word of honour that it employs all its employees in accordance with the rules of the Labour Code. For this purpose, it subscribes the declaration appended to supplementary conditions, in accordance with Law n° 91-1383 of the 31 December 1991 and with Law n° 97-210 of 11 March 1997 on illegal
- · should the prime contract be subject to the Government Contracts Code (Code des Marchés Publics), the subcontractor shall comply with statutory obligations as regards social security and fiscal regulations,
- · provide proof of its professional competences by any means which it chooses. For government contracts, the subcontractor may be led to produce the same documents as those required from the prime contractor in accordance with the order dated 26 February 2004.
- · supply the insurance certificates as provided for in Article 10.5 of these terms and conditions.

The subcontractor which plans to subcontract in its turn must obtain authorisation from the prime contractor as stated in Article 4-32. It must provide proof that its own subcontractor applies the measured referred to above.

## 2-3 Hygiene, safety, health protection and working conditions

2-31 General obligations of the subcontractor

The prime contractor informs the subcontractor of provisions applicable to the construction site as regards hygiene and safety.

As regards the subcontractor, it is required to take all necessary measures in order to ensure the safety of the construction site, the hygiene, health and safety of its workers and public safety, by satisfying all obligations for which it is responsible according to applicable statutory texts.

The subcontractor must carry out or cause to be carried out the regulatory verifications and tests of the equipment which it uses on the construction site, in particular: scaffolding, railing or nets, lifting gear, electrical installations.

As regards the subcontractor, it must monitor the construction site at all times as regards its personnel and the personnel over whom it has authority for their own safety and for that of third parties because of the work.

The subcontractor is responsible for all accidents or damage caused to any person, resulting from a fault in the execution its work or due to its workers.

2-32 Work subject to Safety and Health Protection (SPS) coordination

When the construction site is subject to the provisions of Law n° 93-1418 of 31 December . 1993 and regulations for its application, the prime contractor submits a copy of the General Coordination Plan for Safety and Health Protection (PGCSPS) and, where appropriate, the Subsequent Operations on Structures File (DIUO) draft and the general organisation measures which it adopted.

The safety devices implemented by a firm cannot be moved or removed by other firms without its express agreement.

The subcontractor, insofar as it is affected, must take part in the Safety, Health and Working Conditions Inter-Company Council (CISSCT) when this body exists on the construction site.

# 2-4 Evacuation and processing of scraps

The subcontractor is responsible for evacuation and processing of scraps resulting from its work. It proceeds with the evacuation and elimination of its scraps ion accordance with the recommendations of the prime contractor, which must provide complete information on this subject from the structure owner. In its bid, the subcontractor must estimate and integrate the cost of the corresponding services.

Insofar as the structure owner or its representative has to prepare a preliminary diagnosis and an inventory of scrap elimination channels, the recommendations are transmitted to the subcontractor which shall adopt them.

# **EXECUTION OF WORK**

3-1 The subcontractor acts as contractor and correspondingly, assumes all expenses caused by the subcontracted work, in particular: recruitment of labour, payment of salaries and costs pertaining thereto, preparation of execution drawings and design notes, the supply and implementation of materials and equipment, payment of duties, taxes, insurance premiums..., with this list not being exhaustive. Services and supplies which may possibly be assumed by the prime contract, provide the prime contractor with

prime contractor specified in the supplementary conditions.

3-2 The subcontractor must comply with professional standards, legal and statutory and prescriptions stipulated in the supplementary conditions.

3-3 The subcontractor accepts the increases and the reductions resulting from the change in volume of the work or kind of structures specified in the descriptive estimate within the limits set in the supplementary conditions to this agreement, or in the absence of same, in the contract entered into by the prime contractor with the structure owner. In case of increase or reduction exceeding the specified limits, this agreement can be cancelled by either party; in this case, cancellation takes place through a registered letter with request for acknowledgement of receipt and, in case of reduction, the subcontractor is entitled to reimbursement of expenses incurred for execution of the work.

3-4 No additional work shall be recognised or paid for if it is not subject to instructions beforehand signed by management and issued by the prime contractor, countersigned by the structure owner.

#### **ARTICLE 4** LIAISING AND COORDINATION

4-1 The transmissions by registered letter with request for acknowledgement of receipt provided for in this agreement can be replaced, except in case of legal provisions to the contrary, by any other means which provide proof such as a fax or an E-mail

#### 4-2 Obligations of the prime contractor

4-21 The prime contractor undertakes to provide the subcontractor, in due time, with all drawings and documents which are specified in the supplementary conditions.

4-22 The prime contractor, or the person whom it names, draws up, in agreement with the subcontractor, a forecast schedule of the work using the information provided by the latter party, in accordance with the overall execution lead time of the prime contract, supplied in the supplementary conditions for information purposes.

4-23 The prime contractor undertakes to transmit to the subcontractor, as from acceptance, the coordination reports and the construction-site meetings reports relevant to it. In case of technical requirements, the prime contractor may have the subcontractor's representative take part in the ascertainment proceedings and in the meetings relevant to it, and in operations prior to acceptance of the work carried out by the structure owner. The provisions recorded in the reports transmitted to the subcontractor are contractually binding insofar as they have not been challenged by the subcontractor by registered letter with acknowledgment of receipt within five days.

# 4-3 Obligations of the subcontractor

4-31 The subcontractor must complete the execution of its work and, for this purpose, it must, in particular:

4-311 provide, in due time, the prime contractor with all documents listed in the supplementary conditions;

4-312 make all comments which it feels are appropriate with respect to the standards of its profession on the design or execution studies and plans which are transmitted to it; report on all constraints relevant to the organisation of the construction site and execution of the work;

4-313 if this agreement is signed before the



the prime contract and which fall with its professional competence;

4-314 immediately inform the prime contractor, in writing, of comments or complaints sent to it directly, and refrain from submitting to the structure owner prices relevant to modifying work and from carrying out any order given to it directly by any intervening party other than the prime contractor;

4-315 under pain of foreclosure, inform the prime contractor, in writing, within a maximum period of 10 days as from their finding by the subcontractor, of any facts which may result in a request or claim;

4-316 delegate a representative who is authorised to take all measures relative to the progress of the work in work coordination meetings which bring together the relevant contractors, and, upon request from the prime contractor, at the construction site meetings which bring together the structure owner or its representative and the contractors. In case of necessity of delegating a new representative, the subcontractor warns the prime contractor of this replacement beforehand.

4-317 ensure all controls and verifications which may become necessary for proper execution of the work;

4-318 upon request from the prime contractor, the subcontractor undertakes to assist it in its complaints with respect to the structure owner;

4-319 Within two months subsequent to acceptance, provide the verification file along with the technical operating instructions.

4-320 During performance of its services, the subcontractor must ensure the protection of elements which already exist. At the end of its work, the subcontractor must clean up the construction site thoroughly.

4-32 The subcontractor cannot assign, contribute or subcontract all or part of the work which is the subject of this agreement, without the prior written authorisation of the prime contractor.

If the subcontractor does not comply with its obligations, the prime contractor can require complete execution of the work by the subcontractor or, if the work is not executed, declare that this agreement is cancelled pursuant to application of Article 13-2 below.

4-33 The subcontractor shall comply with the quality assurance obligations defined in the "Quality" appendix.

4-34 In case of operations on nuclear sites, the subcontractor shall comply with the obligations defined in the "Nuclear" appendix.

#### **ARTICLE 5 PRICES**

5-1 The prices set in the supplementary conditions include the execution and complete finishing of all work which is subcontracted, as described and defined in contractual documents listed in the supplementary conditions. They are deemed to take account of all circumstances of the installation, of the specific features of the subcontracting agreement and lead times, and remunerate the subcontractor for all its outlays, expenses and obligations which are normally foreseeable.

5-2 For lump-sum agreements, the parties cannot claim the priced bill of quantities in order to challenge the character thus attributed to this price.

5-3 All possible modalities for updating and revising prices are set out in the supplementary conditions.

all items and information enabling it to deal with 5-4 The additional work granted to the subcontractor by the prime contractor is subject to a written order or to an amendment to this agreement prior to the work.

5-5 The subcontractor benefits, if it satisfies the conditions for its own work, from safeguard or compensation measures which are to be decided on by government authorities and granted to the prime contractor, in order to take account of an exceptional and unpredictable character variation of one or more items of the cost price of this work.

#### **ARTICLE 6 PAYMENTS**

**6-1** The parties refer expressly to the provisions of Law n° 75-1334 of 31 December 1975.

6-2 The supplementary conditions specify the payment terms and conditions (monthly instalments, balance, possible advances, late payments, etc.).

The late payments begin to run only as from reception of the invoice recognised as approved for payment.

6-3 The subcontractor undertakes to provide, within the periods provided for in the supplementary conditions, all documents enabling payment of work which it has executed. 6-4 The prime contractor reserves the right to postpone payment of work as long as the subcontractor has not supplied the documents referred to in Article 2-2 hereto.

# IMPLEMENTATION SCHEDULE AND LEAD

7-1 The preparation period on the one hand, the overall execution lead time or partial execution lead times on the other, and thirdly, the phases, dates and period of intervention which may fall within this or these lead times, are defined or modified in the terms and conditions of this

#### 7-2 Preparation period

The execution lead time includes the preparation period.

# 7-3 Execution schedules

7-31 The work which is the subject of this agreement must be executed within the lead time specified in the supplementary conditions or in an amendment. Execution lead times are absolute.

The forecast work schedule prepared by the prime contractor in agreement with the subcontractor during the preparation period, or else in due time, determines, in accordance with the lead times specified in the supplementary conditions, the dates, tasks and operating periods which shall become contractual. Subsequently, at the date set by the prime contractor, the subcontractor submits to its approval a detailed execution schedule which becomes contractual after agreement of the latter party; it is updated under the same terms and conditions.

Depending on the latest schedule which is prepared, the prime contractor issues the written order to begin the work.

7-32 Inspection visits prior to acceptance, in the presence of the subcontractor, can be specified in the detailed execution schedule.

# 7-4 Extension of the execution lead time

The lead time or times are extended only upon written instructions issued by the prime contractor. Under pain of foreclosure, the subcontractor must, by registered letter with request for acknowledgement of receipt, within a which is necessary to remove the reservations

period of four business days as from the first day of their occurrence, report the facts which may result in an extension of the lead time. A decision to extend the lead time shall then be notified by the prime contractor.

#### 7-5 Delays of the subcontractor - Penalties and deductions

7-51 Delays on overall execution lead times

Should one or more dates or execution periods set by the execution schedule referred to in 7-3 not be complied with, penalties are applied after transmission of a registered letter with request for acknowledgement of receipt. The rate of these penalties is that of the CCAG Work which are in force when the prime contract is a government contract, or that of the applicable NF P 03-001 standard when the prime contract is a private contract. The amount of penalties has no ceiling.

#### 7-52 Delays on partial execution lead times

In addition, the supplementary conditions can provide for deductions for delays during work, assessed at the date of drawing up work progress reports according to the detailed execution schedule which the subcontractor has no complied with. These deductions for delays attributable to the subcontractor are deducted from the corresponding work progress reports.

The number of days of delay is noted jointly. In case of disagreement, the subcontractor makes its reasoned reservations on this report within a period of fifteen days.

Should the subcontractor thus penalised make up its delay without this resulting in a time discrepancy or additional expenses in the work of the other building trades, the amount of deductions applied to it is reimbursed on the next progress report. In the opposite case, this amount is to be applied to that of the penalties. When a delay of the subcontractor, even if it is

made up at completion, results in damage which is formally noted and proven by the prime contractor or its other subcontractors, the interested party must compensate for this.

7-53 Penalties for delay are due as soon as lead times are exceeded without any prior formal notice being necessary.

# 7-6 Default of the subcontractor

7-61 Discussions and joint actions

If during work, it appears that the execution schedule is not complied with because of the subcontractor, the prime contractor must summon it in order to examine with it the steps to be taken. The agreed-upon steps are notified to the subcontractor by registered letter with request for acknowledgement of receipt accepted as formal notification.

#### 7-62 Definitive measures

If the subcontractor does not defer to the summons stipulated in 7-61, or if, eight days after the date of presentation of the acknowledgement of receipt also referred to in 7-61, the subcontractor has not properly followed up on decisions pertaining to it, the prime contractor can resort to the right of cancellation stipulated in Article 13.

#### **ARTICLE 8 ACCEPTANCE**

8-1 Acceptance of the work is simultaneous for all firms and coincides with the acceptance declared by the structure owner with respect to the prime contractor. As soon as it obtains the acceptance report, the prime contractor transmits a copy of it to the subcontractor.

8-2 The subcontractor must proceed with work



which fall within its services within the periods set | JOINT EXPENSES in the supplementary conditions. Should it not do so, the prime contractor can, after formal notice sent by registered mail with acknowledgement of receipt, which has been ignored for more than ten days, have the work executed by a different firm at the expense of the subcontractor without the latter being able to oppose this.

8-3 The supplementary conditions can provide for the transfer of custody of structures executed by the subcontractor prior to acceptance by the structure owner. Under this assumption, a joint work report is carried out in the presence of the prime contractor and of the duly-summoned subcontractor.

#### **ARTICLE 9** RETENTION

In accordance with Law nº 71-584 of 16 July 1971, a holdback of 5 % of the amount of this agreement is applied to payment of instalments. This holdback is deposited or replaced, as the subcontractor chooses, by a personal, joint and several security with a financial institution. The holdback is restored or the security is discharged one year after acceptance of the work declared with or without reservations, except in case of opposition based on the non-satisfaction of obligations of the subcontractor.

#### **ARTICLE 10 LIABILITIES - INSURANCE**

10-1 The subcontractor is liable for damage caused to others on the occasion of satisfaction of obligations resulting from this agreement and guarantees the prime contractor against all remedies and legal actions instituted against the latter on this account, for as long as the prime contractor is liable to be sued. The subcontractor must supply an insurance certificate complying with the requirements of the prime contract.

10-2 The subcontractor is responsible for its work, materials and equipment until acceptance, as defined in Article 8 above. It must assume all replacements and reparations independent of any insurance, even if this means exercising the remedy which it deems necessary in order to obtain possible redress. Nonetheless, in case of a formal completion report of the subcontracted structures prior to the acceptance of the structure owner, custody of structures executed by the subcontractor can be retained against the prime contractor as stated in Article 8-3.

10-3 During the due completion guarantee period of one year as from acceptance, the subcontractor is required to proceed with the repair of structural damages referred to in Article 1792-6 of the Civil Code, under the conditions and modalities stipulated in said article.

10-4 Independent of obligations referred to above, the contractor is required to guarantee the prime contractor for its work against all remedies and legal actions instituted against the latter party by virtue of Articles 1792, 1792.2, 1792.3 and 2270 of the Civil Code, and of Article 7 of Law n° 78-12 of 4 January 1978. It must obtain from its insurer, without extra cost for the prime contractor, a personal ten-year guarantee certificate with abrogation of the proportional rule.

10-5 The subcontractor is required to take out insurance prior to the start of work as is stipulated in the supplementary conditions. It undertakes to provide the prime contractor with the necessary proof of this insurance.

#### **ARTICLE 11**

The possible expenses of interest to both parties are defined and assumed as specified in the supplementary conditions.

#### **ARTICLE 12** INDUSTRIAL PROPERTY

The subcontractor undertakes not to transmit to third parties unrelated to the work, the subject of this agreement, the drawings, calculation information, written documents and, generally, any documents and information which are submitted to it in order to enable it to carry out its designs or its work.

It undertakes not to use these documents or information for other operations. More generally, it undertakes to respect the industrial ownership of processes whose implementation is entrusted

The subcontractor guarantees the prime contractor against any remedies in case of its use of a patented process and undertakes to personally ensure all compensation of the patent holder in such a way that the prime contractor cannot be sued, or the work delayed or interrupted.

Should this agreement be cancelled in favour of the prime contractor, the subcontractor henceforth undertakes, return in compensation, to enable the immediate use of the special processes, whether or not patented, of which it is the holder or user and which are necessary for completion of the work.

#### **ARTICLE 13** PREVENTION OF CORRUPTION

13-1 The Subcontractor undertakes to comply with the provisions of the French Criminal Code relating to the fight against corruption and with British laws on the prevention of corruption (UK Bribery Act 2010).

13-2 The Subcontractor undertakes not to directly or indirectly propose offers, promises, gifts, presents or other benefits of any nature whatsoever to any employee or representative of prime contractor, for himself or for another, in view of him carrying out or refraining from carrying out acts within the framework of his position or using his influence in view of obtaining contracts, orders or any other favourable decision.

13-3 The Subcontractor expressly authorises Prezioso to verify compliance with the obligations referred to above and to allow Prezioso and/or the auditors designated by the latter to inspect its books. At the request of prime contractor, the Subcontractor undertakes to participate in training sessions on the prevention of corruption organised by the prime contractor.

13-4 The Subcontractor guarantees the prime contractor against any consequences which may result from non-compliance with the above undertakings.

with the Non-compliance undertakings will constitute a cause for termination for fault without prior formal notice, without the Subcontractor being entitled to claim and indemnity whatsoever."

#### **ARTICLE 14 TERMINATION**

14-1 This agreement is cancelled as a matter of right and without any legal formalities having to be performed:

• when the prime contract is itself cancelled without the prime contractor having committed a fault.

In this case, no compensation is due by either party. Nonetheless, should compensation be paid by the structure owner to the prime contractor, the latter is required to divide up between the relevant subcontractors, proportion to the damage which they have suffered, the percentage of the compensation corresponding to the damage held back by the structure owner for the subcontracted work.

· when the prime contract is cancelled at the cost of the prime contractor.

In this case, the prime contractor must compensate any damage suffered by the subcontractor.

 when the structure owner refuses to accept the subcontractor and agree to its payment terms, in accordance with Law n° 75-1334 of December 1975.

14-2 The duly proven contractual default of the subcontractor may result, as a matter of right, in cancellation of the agreement after formal notice sent by registered letter with acknowledgement of receipt. This formal notice includes:

- · information about breaches which must be terminated,
- reference to the provisions of this article,
- · possibly, the measures which must be implemented by the subcontractor.

When the formal notice has been ignored for a period of eight days, the prime contractor can cancel the agreement in its entirety or solely for the obligations for which the default of the subcontractor is proven.

The prime contractor notifies the subcontractor by registered letter with acknowledgment of receipt of the cancellation decision and the date on which a joint inventory of fixtures and work progress report shall be carried out. In the absence of a representative of the subcontractor. the inventory of fixtures and work progress report is deemed to be joint and enforceable against the subcontractor.

This cancellation is carried out without prejudice to the subcontractor's being made responsible for all costs, delays and harmful consequences due to its default.

In case of complete or partial cancellation of the agreement, the prime contractor can proceed with the replacement of the subcontractor. The additional expenses, including the consequences of the delay resulting from this replacement, are assumed by the subcontractor.

Materials in the plant and on the construction site allocated to the subject of the agreement and not yet the property of the prime contractor, become its property, if the latter party so requests, with it having to assume the responsibility of integrating the payment entitlement in the framework of the definitive detailed account.

Material which is essential for continuing the work is left or made available to the prime contractor until due completion of the structure.

#### **ARTICLE 15** SETTLEMENT OF DISPUTES

All disputes relative to this agreement come under the exclusive jurisdiction of LYON (France) Commercial Court. This agreement is subject to French law.

# DECLARATIONS, STATEMENTS AND DOCUMENTS TO BE PROVIDED BY THE SUBCONTRACTOR WITHIN THE FRAMEWORK OF THE LAWS RELATING TO ILLEGAL EMPLOYMENT

in compliance with Law n°91-1383 of December 31, 1991 and its implementing texts, Law n° 97-210 of March 11, 1997 and Decree n° 97-638 of May 31, 1997, Law n° 2004-810 of August 13, 2004, and Decree n°2005-1334 of October 27, 2005 and Decree n°2007-801 of May 11, 2007, Law n°2010-1594 of December 20, 2010, Law n°2011-672 of June 16, 2011 and Decree n°2011-1601 of November 21, 2011

All these documents and declarations must be drawn up in French and accompanied by a French translation. The sworn statements and the documents provided upon the conclusion of a subcontracting agreement must be renewed every 6 months, until the end of the performance of the agreement.

I, the undersigned, (Surname and first name)
Acting in my capacity as representative of "company name"
subcontractor)
Address

(the

# Article 1 - DECLARATIONS AND SWORN STATEMENTS IN THE EVENT OF THE SUBCONTRACTING OF A PUBLIC CONTRACT

- 1- I hereby declare on my honour that neither I nor the company I represent have been subject, during the past five years, to any conviction recorded in bulletin n° 2 of the criminal record for the offences relating to illegal employment referred to in Articles L.8221-1, L.8221-3, L.8221-5, L.8241-1-1, L.8251-1 and L.8251-2 of the Labour Code or for offences of the same nature in another State of the European Union.
- 2- I declare that I, or the company I represent, are not subject to any prohibition to participate in the market concerned by the contract, or rules with an equivalent effect if the subcontractor is not established in France.
- 3- I declare that I, or the company I represent, have made the declarations and paid the taxes, duties, increases and penalties and the social security and family allowance contributions, contributions to the paid leave funds, weather-related unemployment insurance and unemployment insurance and related increases due thus far, or complied with the rules having an equivalent effect in my country of origin or that of the company I represent.

# Article 2 - DOCUMENTS TO BE COMMUNICATED

# → Subcontractor located in France

 A copy of the statement relating to the provision of social declarations and the payment of social security contributions provided in Article L.243-15 of the Social Security Code issued by the URSAFF, and less than 6 months old.

# <u>and</u>

2)

a. A copy of my ID card, showing the registration with the trade registry,

Or,

b. A copy of an excerpt of the registration in the registry of trade and companies (K or Kbis excerpt)

Or,

c. A receipt of the filing of a declaration with a business formalities centre for persons whose registration is in progress.

# <u>and</u>

3) In the case of employment on the site of foreign workers who are subject to a work permit (Article D.8254-2 of the Labour Code): a nominative list specifying, for each employee, his date of employment, his nationality and the type and reference number of the document authorising him to work. This list must be completed if the subcontractor decides, while the worksite is in progress, to employ foreign personnel on the site who were not originally planned, and who are subject to a work permit.

#### → Subcontractor located abroad

1) A document indicating its individual VAT number. If the contracting party is not required to have such a number, a document indicating its identity and address or, as the case may be, the contact details of its occasional tax representative in France;

# and

2)

- a) A document certifying the regularity of the contracting party's social situation vis-à-vis EC Regulation n° 883/2004 of April 29, 2004 or an international social security convention, and
  - when the laws of the country of domicile so provides, a document issued by the body managing the obligatory social regime mentioning that the contracting party is up to date with its social declarations and the payment of the related contributions or an equivalent document, or
- otherwise, a certificate relating to the provision of social declarations and the payment of social security contributions provided in Article L. 243-15 of the Social Security Code issued by the URSAFF.

# and

3) When the registration of the subcontractor in a profession register is obligatory in the country of establishment or domicile, a document issued by the authorities holding the professional register or an equivalent document certifying this registration.

#### and

4) In the case of employment on the site of foreign workers who are subject to a work permit (Article D.8254-2 of the Labour Code): a nominative list specifying, for each employee, his date of employment, his nationality and the type and reference number of the document authorising him to work. This list must be completed if the subcontractor decides while the worksite is in progress to employ foreign personnel on the site who were not originally planned, and who are subject to a work permit.

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The Subcontractor