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## SECTION 1

### PURPOSE

The purpose of this document is to establish the requirements that natural and legal persons must meet; whether they are suppliers, or contractors and subcontractors of goods and services of Transportadora de Gas Internacional S.A. ESP (hereinafter THE COMPANY), in matters of Occupational Safety and Health, Quality, Environment and Energy Management, from the planning stage of the contractual processes to the execution of the activities object of the contract.

## SECTION 2

### SCOPE

This manual applies to natural and legal persons; whether suppliers, or contractors and subcontractors of goods and services; including Occupational Safety and Health, of all contractual activity that includes: commercial offer, contracts, and agreements, carried out by TGI SA ESP.

The guidelines established in this manual should be considered from the planning stage of the contractual processes and is part of the criteria for selection, contracting and performance evaluation.

Each and every provision in this Manual is equally important and should be treated likewise by contractors and subcontractors of **THE COMPANY**, and any breach will be grounds for suspension or termination of the contract without prejudice to the obligations that may arise on the part of **THE COMPANY**.

Annex 1 must be taken into account, which contains the specific requirements for each type of commercial offer, contract or agreement.

Annex 1. Requirements by type of provider or contractor.

## SECTION 3

### DEFINITION OF TERMS

**A work-related accident** is every sudden event caused in furtherance or as a result of the work, which causes on the employee an organic injury, a functional or psychiatric upset, a disability or death. A work-related accident is also the one that takes place while following the instructions of the employer or contracting party, or during the execution of a work under its authority, even outside the work place and beyond working hours. Likewise, a work-related accident is the one taking place during the transfer of employees or contractors from their place of residence to the work sites or vice versa, when transport is provided by the employer. A work-related accident shall also be considered the one taking place in furtherance of a union function, even if the employee is on a union permit leave, provided the accident takes place in furtherance of such function. Likewise, a work-related accident is the one caused by the execution of recreational, sports or cultural activities, when acting on behalf or in representation of the employer or the user company, when dealing with employees of temporary service companies in secondment, in accordance with Article 3 of Law 1562 of 2012.

**Activity:** A work item developed during the course of a project. An activity typically has an expected duration, an expected cost, and an expected resource requirement. Activities are generally subdivided into tasks.

**ARL:** Labor Risks Administrator. Designation given in the General System of Occupational Risks to the entities that administer this system in accordance with Law 1562 of 2012.

**Area of influence (AI):** understood as the set of sociopolitical units in which **THE COMPANY**, has or plans to develop infrastructure such as operating centers, compression stations, gas pipelines, valves, etc., necessary for the proper development of its corporate purpose. Likewise, the following definition of ANLA is taken into account<sup>1</sup>: area in which the significant environmental impacts caused by the execution of a project, work or activity, on abiotic, biotic and socioeconomic environments are manifested in an objective and quantifiable manner in each of the components of said environments.

**Environmental Aspect:** Elements of the activities, products or services of an organization that may interact with the environment.

**Goods and services (G&S):** any product, service or good that **THE COMPANY** or its contractors require for the development of its corporate purpose or specific project. These include accommodation, food, transportation, hardware, electrical, civil engineering materials, on-site guide, etc. The prioritized participation of goods and services will be mandatory and established according to the dynamics of the region and adjusted in the kick-off minutes with each contractor.

**Quality:** Set of characteristics of a good or service that satisfies the needs of customers. Grupo Energía Bogotá- GEB considers that quality contributes continuously to the progressive improvement of all the elements that make up the Company Management System. For public services that are regulated, the law is defined by current regulations that interpret the needs and attributes that the client values.

**Climate change:** Climate change directly or indirectly attributed to the human activity that alters the world atmosphere composition and that adds to the natural climate variation observed during comparable time periods. It includes long-term fluctuations in temperature, rainfall, winds, and all other components of the earth's climate. (United Nations Framework Convention on Climate Change - UNFCCC)

**Work Center:** Any building or outdoor area destined for an economic activity in a given company. Decree 1530 of 1996, Article 1.

**Certification:** Process whereby a certifying entity conducts audits to the company and verifies its compliance with what is documented in its Quality Management System, in accordance with the reference standard. The Grupo Energía Bogotá, with the aim of being recognized as a world-class Group, seeks the continuous improvement of its certified management systems and the obtaining of new international certifications that improve the competitiveness of the Group companies.

**Clients:** Companies, entities or persons that acquire a good or service offered by the group companies.

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<sup>1</sup> ANLA. Guide for the definition, identification and delimitation of the area of influence 2019. Retrieved from [http://acmineria.com.co/acm/wpcontent/uploads/2019/03/2\\_AI\\_SectorMinero\\_21\\_03\\_2019.pdf](http://acmineria.com.co/acm/wpcontent/uploads/2019/03/2_AI_SectorMinero_21_03_2019.pdf)

**Coexistence:** for projects that are intended to be built in interference with the infrastructure of **THE COMPANY** and whose areas overlap, the coexistence thereof must be guaranteed without affecting people, community, environment, facilities, infrastructure and / or corporate image.

**Contractor:** natural or legal person that signs a contract for goods or services with **THE COMPANY**.

**Joint Committee on Occupational Safety and Health (COPASST):** Organism within the companies that constitutes an important means to promote Occupational Health and Safety Management at all levels, seeking agreements with the executives and managers of the Occupational Health and Safety System based on the achievement of goals and specific objectives, and disseminates and supports healthy practices and motivates the acquisition of safe habits.

**Competitiveness:** Set of coordinated actions that allow the improvement of the economic conditions of a region through articulated work between the different actors and stakeholders. **Community:** It corresponds to the population located at the local setting, either by environmental impact studies or by business decisions, whose links are established by virtue of kinship relations, daily coexistence, political-administrative definitions or social organization processes.

**Health Conditions:** Set of objective and self-report variables of physiological, psychological and socio-cultural conditions that determine the sociodemographic and morbidity profile of the working population.

**Conditions and working environment:** Those elements, agents or factors having a significant influence on the generation of risks, the safety and health of workers. The following are specifically included in this definition, among others:

- a) The general characteristics of the premises, facilities, machines, equipment, tools, raw materials, products and other tools in the workplace.
- b) The physical, chemical and biological agents present in the work environment and their corresponding intensities, concentrations or levels of presence.
- c) The procedures for the use of the agents mentioned in the previous section, which influence the generation of risks for workers.
- d) The organization and ordering of work, including ergonomic or biomechanical and psychosocial factors.

**Natural person contractor:** Natural person who contracts the execution of one or more works or the provision of services in favor of a beneficiary for a specific price, assuming all risks, to carry them out with its own means and with freedom and technical and managerial autonomy; contractors are all persons linked through a formal contract for the provision of services with a duration greater than one (1) month. Decree 723 of 2013.

**Contract:** Meeting of the minds entered into between **THE COMPANY** and **THE CONTRACTOR** in which the values, the amounts, the rules that govern the nature of the work or activities, the rights, the obligations of the parties and the deadlines for their fulfillment and settlement are set.

**Conservation:** Protection and rational administration of natural resources (soil, water, wildlife) on an ongoing basis, in order to ensure optimal benefits, both social and economic.

**Energy consumption:** Amount of energy used.



**Contamination:** Environment alteration with substances or forms of energy caused by human or nature activity, in the quantities or levels capable of interfering with the wellness and health of people, which affect flora and fauna, and degrading environment quality.

**Environmental costs:** Environmental costs are understood as the adverse effects of production and consumption activities that degrade and deplete natural resources beyond the carrying capacity of ecosystems, generating a loss of their functions, affecting the well-being of people and society.

**Environmental culture:** It is the attitude or behavior of the officials of **THE COMPANY**, with respect to the Environment.

**Decree:** Provision emanating from the Executive Branch of the Public Power, in order to develop and comply with the duties and obligations assigned thereto and, especially for the execution and application of the law. Form that the decisions of the authorities of the executive branch must take whenever they approve general provisions of a lower rank than the Law.

**Right of Easement:** It is a lien imposed on a property which is used as the Right of Way of a project.

**Right of Way:** Necessary and sufficient space to carry out all construction and maintenance activities in the transport systems, based on the diameter of the pipe.

**Sustainable Development:** It implies meeting the needs of the present without compromising the capacity of future generations.

**Environmental Performance:** Measurable results of the Environmental Management system, relative to the control of the environmental aspects of the organization.

**Energy Performance:** Measurable results related to energy efficiency, energy use and energy consumption (In the context of energy management systems, results can be measured against energy policy, objectives and targets and other energy performance requirements. Energy performance is one of the performance components of an energy management system).

**Inclusive Dialogue:** Type of dialogue in which all the parties interested in a specific topic are taken into account and not only the most obvious or evident. Consensus is sought from the identification of common places that allow building relationships of trust and cooperation to resolve possible conflicts or differences of opinion in the future.

**Biological Diversity or Biodiversity:** It is the variety of forms of life and adaptations of organisms to the environment found in the biosphere. The concept encompasses the diversity of plant and animal species that live in a place, their genetic variability, the ecosystems of which these species are part, and the landscapes or regions where the ecosystems are located. It also includes the ecological and evolutionary processes that occur at the level of genes, species, ecosystems and landscapes.

**Ecology:** It is the science that studies the relationships of organisms or groups of living organisms with their surrounding environment.

**Ecosystem:** Basic functional and structural unit of nature; which includes both organisms and the non-living environment.

**Energy Efficiency:** Proportion or other quantitative relationship between the result in terms of performance, services, goods or energy and the energy input.

**Greenhouse Effect:** The accumulation and trapping of heat in the atmosphere (troposphere) near the Earth's surface. Part of the heat that returns from the Earth's surface to space is absorbed by greenhouse gases in the atmosphere and is then radiated back to the Earth's surface. If the concentrations of these greenhouse gases increase in the atmosphere, the average temperature of the lower atmosphere will gradually increase.

**Energy:** Electricity, fuels, steam, heat, compressed air, and the like. Energy refers to various forms of energy, including renewable energy, which can be purchased, stored, treated, used in equipment or in a process, or recovered. Energy can be defined as the ability of a system to produce an external activity or to do work.

**Natural Balance:** It is the apparent stability of the relationships among species of populations that constitute a biotic community.

**Erosion:** Soil degradation process and sediment transport by the mechanical action of river water, rainwater, wind and marine currents that can be accelerated directly or indirectly by human action.

**PPE:** Personal Protection Element. Any equipment intended to be carried or held by the worker to protect him from one or more risks that may threaten his safety or health at work, as well as any complement or accessory intended for this purpose. Fall Protection Systems are also understood as PPE. PPEs must be strictly personal, and should not be shared.

**EPS:** Health Provider Entity. Name given to health promoting entities in the general health social security system.

**Confined Space:** Spaces that are not designed for the continuous occupation of the worker. It has restricted means of entry and exit (dimension and / or shape) or limited (quantity). They are large and configured enough to allow a worker's body to enter. Its classification is Type 1 and Type 2. Likewise, confined spaces can be divided into Grade A, Grade B and Grade C. Resolution 0491 of 2020.

**Strategy:** Option or way chosen by the company to use its resources and direct its efforts towards the achievement of the objectives, considering its own strengths and weaknesses and the opportunities and threats that characterize its environment.

**Greenhouse Gases (GHG):** Greenhouse gases (GHG) are gases whose presence in the atmosphere contributes to the greenhouse effect.

**Quality Management:** Set of rules and way of working that companies follow to satisfy customer needs.

**Environmental and Energy Management:** It consists of managing the optimal use of a renewable resource without reducing productivity and environmental quality in such a way that biological communities are maintained for the continued benefit of man.

**Social Management:** It is based on the permanent construction of trust relationships between **THE COMPANY** and stakeholders to promote the sustainable development of the environment and generate operational viability.

**GDS:** Sustainable Development Management.

**GTC 45:** Colombian Technical Guide for the identification of hazards and the assessment of occupational health and safety risks.

**Stakeholders:** A stakeholder is understood to be any individual or group (internal or external to the organization) that may affect or be affected by the policies, objectives, decisions and actions of the company. The relevant stakeholders are: (a) Shareholders and Investors, (b) Employees, pensioners and their families, (c) Contractors and their employees, (d) Clients, (e) Partners, (f) Society and community and (g) State.

**External stakeholders:** They are those people or groups of people who have or will have some relationship with the development of a project, work or activity. In general, NGOs, civil, regulatory and military authorities, multilateral organizations, other industries and neighboring communities are identified.

**Field guide:** It relates to activities where the support of local guides or “baquianos” is required.

**Milestone:** Reference point that marks an important event in a project and is used to track the progress of the project.

**HSEQ:** Industrial Hygiene and Occupational Health, Industrial Safety, Environmental Protection and Quality (Occupational Health, Industrial Safety, Environment and Quality)

**Impact:** Change in a system, whether physical, biological, social or political, which generates a reaction, can be positive and / or negative depending on the management and control that is had over it.

**Environmental impact:** Any environment change, whether adverse or beneficial, as a total or partial outcome of environmental aspects in an organization.

**Significant Environmental Impact:** Those impacts that after having been applied the evaluation criteria defined in this procedure are considered relevant for the organization and require to be controlled and / or improved in their performance.

**Cumulative Impact:** Impacts resulting from the incremental effect of an action, added to the effects of past actions, present and reasonably foreseeable in the future. These can occur due to the collective effects of individual minor actions over a period of time.

**Incident:** Event that occurs during the work shift or in relation thereto, which may have become an accident, with the involvement of people with no injuries caused or damages to the property and/or process loss, in accordance with Resolution 1401 of 2017.

**Auditor:** Natural or legal person representing **THE COMPANY** in the contract, in charge of monitoring the execution thereof and enforcing the obligations derived therefrom.

**Interference:** area in which the infrastructure of **THE COMPANY** with other infrastructures (road, rail, electricity, telecommunications, Oil & Gas operators and residential public services) or areas with aimed at the exploitation or agro-industrial production and mining, in situations of intersection and / or parallelism, whether temporary or permanent.

**Load Lifting:** A lifting is the operation that allows the lifting and suspension of loads of great size and weight. A lifting allows to raise or lower loads safely, since a planning and precise calculations are previously carried out that involve tables of equipment load, accessory resistance, space, climate, among other aspects. The lifting of loads is a high risk operation given the conditions involved, such as the weight of the loads, the forces required, the need for coordination among all participants and the correct operation of equipment and accessories.

**IPS:** It refers to the Health Provider Institution. Name given to the institutions that provide Health Services in the General System of Social Security in Health.

**Legislation:** It is the set of legal norms that make up the legal system, dictated by the corresponding organs of the State; in other words, in addition to the law, it comprises the higher (Constitution) or lower (Decrees, Resolutions, Regulations, Circulars, etc.) norms in the hierarchical scale of a general nature.

**Law:** It is a declaration of the sovereign will manifested in the manner provided for in the National Constitution. The general character of the law is to command, prohibit, allow or punish.

**Environmental License:** Authorization granted by the competent environmental authority for the execution of a work or activity, subject to compliance by the beneficiary of the license with the requirements established in relation to the prevention, mitigation, correction, compensation and management of the environmental effects of the authorized work or activity.

**Energy Baseline:** Quantitative benchmark that provides the basis for comparison of energy performance. (An energy baseline reflects a specified period. An energy baseline can be normalized using variables that affect energy use and / or consumption, for example, production level, degree-days (outside temperature), and so on. The energy baseline is also used to calculate energy savings, as a reference before and after implementing energy performance improvement actions.)

**Location:** territorial definition with its own identity and in some cases with political-administrative jurisdiction, delimited by the competent authorities and instances and where the area of influence may be located.

**Skilled Workforce (MOF in Spanish):** Refers to workers who have training or certification in some specific craft or work, which is corroborable. The requirements for their profile will be adjusted depending on the specific needs of the work to be carried out.

**Un-skilled Workforce (MONF in Spanish):** Refers to workers who do not have training or certification of studies in any specific craft or work.

**MEDEVAC:** refers to the Emergency Medical and Evacuation Plan

**Environment:** Environment where an organization operates, including air, water, soil, natural resources, flora, fauna, human beings and their interrelations.

**Corrective Measures:** Actions aimed at recovering, restoring or repairing the conditions of the environment affected by the project, work or activity.

**Mitigation Measures:** Actions aimed at minimizing the negative impacts and effects of a project, work or activity on the environment.

**Prevention Measures:** Actions aimed at avoiding the negative impacts and effects that a project, work or activity may generate on the environment.

**Continuous Improvement:** Process to achieve an improvement in the performance of the occupational health and safety, environmental and quality management system in accordance with the policies.

**Energy Goal:** Detailed and quantifiable requirement of energy performance, applicable to the organization or a part thereof, which originates from the energy objectives and which must be established and fulfilled in order to achieve these objectives.

**Need for Labor Hiring:** It is defined as a variable for mandatory compliance with this manual and refers to the Contractor who requires labor to develop his project, work or activity. In accordance with its need, in the event that it is Unskilled Labor, it must be contracted in its entirety locally. In the case of Skilled Labor, it must be contracted in accordance with the own profiles stipulated by the Contractor and approved by **THE COMPANY** (To expand this information, refer to this document: local and regional employment strategy. Take into account: Guidelines for the Promotion and Dynamization of Regional and Local Economies).

**Need to contract / purchase Goods and Services (G&S):** It is defined as a variable for mandatory compliance with this manual and refers to the Contractor who, in furtherance of its project, work or activity requires some good or service that is offered locally (To expand this information Refer to this document: Strategy of Local and Regional Goods and Services (G&S). Consider: Guidelines for the Promotion and Dynamization of Regional and Local Economies.

**Environmental Standards:** It is a legal precept whereby the competent Environmental Authority establishes the regulations that serve as a guideline or pattern of the way to act, in furtherance of an activity that may cause deterioration to the Environment or the Landscape.

**NFPA:** National Fire Protection Association.

**Social Security Obligations:** They are the duties of the employer generally established in the social security system.

**Labor Obligations:** Those derived from the employment contract and contained in the Substantive Labor Code.

**Environmental Objective:** Global Environmental Purpose arising from the Policy that the organization intends to achieve.

**Energy Objective:** Result or achievement specified to comply with the energy policy of the organization and related to the improvement of energy performance.

**Geotechnical Works:** Technical treatments carried out to the land for erosion control and environmental protection in works where there are earthworks or the environment is intervened.

**Stakeholder:** Person or group whose interests may be affected, positively or negatively by the performance of **THE COMPANY**.

**Environmental Management Plan:** It is a set of engineering and planning actions aimed at mitigating the negative effects and magnifying the positive effects that a project causes in its different stages on the environment.

**Road Safety Strategic Plan:** It is the set of actions, mechanisms, strategies and measures aimed at the prevention of traffic accidents that is carried out in order to protect the lives of the users of the vehicular roads. Consequently, the Road Strategic Safety Plan aims to reduce the road accident rate of any organization

**Qualified Person in Excavations:** Engineer with certified experience of at least one year to calculate material resistance, design, analyze, evaluate, prevention and protection systems, prepare specifications of works, projects or products in accordance with the provisions of current regulations in relation to excavations.

**Competent Person or Excavation Coordinator:** Person capable of identifying hazards, at the site where excavation work is carried out, related to the environment or working conditions and who has the authorization to apply immediate corrective measures to control the risks associated with said hazards. You must have a technical knowledge of the security procedures of **THE COMPANY** and in the current national legislation and work experience in excavations of more than six months.

**POS:** Designation given to the mandatory health plan, that is, the set of health services that the EPS must guarantee to the affiliates, and which are advertised against contributions.

**Contamination prevention:** refers to the use of processes, practices, techniques, materials, products, services or energy to avoid, reduce or control the generation, emission or discharge of any type of pollutant or waste, in order to reduce adverse environmental impacts.

**Job Profile Diagram:** It is defined as an information matrix that allows establishing two aspects: 1) the control measures to be taken to protect the safety and health of workers, based on the risks to which they are exposed by their position; and 2) The type and frequency of medical examinations that must be carried out on the worker in a certain position.

**Supplier:** refers to natural persons, legal entities or any type of association that can satisfy the hiring needs of the company.

**Project:** Temporal effort made to create a single product, service, or result<sup>2</sup>. Refers to the work or activity including planning, transfer, installation, construction, assembly, operation, maintenance, as well as the dismantling, abandonment and restoration of all actions, uses of space and the other activities and infrastructure related and associated with its development.

**Procedure:** Specified way to carry out an activity or a process. Source: ISO 9001

**Program:** Group of related projects, managed in a coordinated manner to obtain benefits and control not available through individual management. All projects within a program are related by a common goal.

**Natural Resources:** Goods from nature not transformed by man, including air, water, landscape, wildlife insofar as they are capable of satisfying human needs.

**Region:** territorial area or extension that can include one or several departments and municipalities, including relationships at a social, cultural, environmental, political and / or economic level, contributing a common

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<sup>2</sup> Project management according to PMI. 2016. Retrieved from <https://masiunal2016.wordpress.com/2016/04/09/gestion-de-proyectos-segun-el-pmi/>

reference for the purposes of planning and ordering business management, based on the combination of criteria related to development dynamics, operational efficiency and connectivity.

**Record:** Document that presents results obtained or provides evidence of activities carried out.

**Energy Review:** It is the process of development and analysis of the energy profile of the company, aiming at gathering energy consumption from different sources, and establishing an analysis of the areas where the process implies significant energy use. It is an independent process, which must be carried out periodically to identify significant variations in the operation.

**Risk:** Combination of the likelihood for a hazardous event or exposure to take place, and the severity of the injury or disease that may be caused by the event or exposure.

**Environmental Risk:** Potential situation characterized by the materialization of a threat to the environment, as a result of an event generated in a project, work or activity, and which requires the planning of a response.

**Resilience:** An organism's ability to recover from adversity to continue projecting the future. Sometimes, difficult circumstances or trauma allow the development of resources that were latent and that were unknown until now<sup>3</sup>.

**Occupational Safety and Health (SST):** Discipline that addresses prevention of injuries and diseases caused by work-related conditions, and the protection and promotion of health by workers. Its purpose is to improve the conditions and working environment, as well as health at work, which implies the promotion and maintenance of physical, mental and social well-being of employees in all activities. Source. Law 1562 of 2012

**Occupational Safety and Health Management System SG-SST:** Comprises the planning, organization, execution and evaluation of Preventive Medicine, Labor Medicine, Hygiene and Safety activities aimed at preventing, maintaining and improving individual and group health of employees in their chores, and which must be carried out at their work sites integrally, and in an interdisciplinary manner.

Comprises the development of a logical and staged process, based on continuous improvement, and which includes the policy, organization, planning, application, evaluation, audit and actions for improvement to anticipate, acknowledge, evaluate and control the risks that may affect safety and health at work.

**Integral Social Security System:** Generic name of the social security system as a whole, created by Law 100 of 1993 in development of the constitutional concepts of social security. It includes the pension, health and professional risk systems.

**General Pension System:** Set of rules and procedures and institutions that have the purpose of guaranteeing affiliates old-age, disability and survivor pensions, through affiliation and contributions in the terms that are legally established.

**Labor Risk General System:** Set of public and private entities, norms and procedures aimed at preventing, protecting and attending workers from the effects of diseases and accidents that they may suffer in furtherance of, or as a consequence of the work they carry out.

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<sup>3</sup> Escobar. N. Resilience as a guarantee of a better quality of life. 2017. Retrieved from <https://www.gestiopolis.com/la-resilience-guarantee-a-better-quality-life/>

**Social Health Security General System:** It is the set of norms and procedures and institutions that are intended to guarantee health care and financial subsidies for sickness and maternity to the affiliates, in the manner established by law.

**Public Employment Service (SPE):** Digital platform<sup>4</sup> that connects the labor demand of the country's companies with the supply found in the regions, operated by the Public Employment Service Unit - a unit attached to the Ministry of Labor. Transparency, equity and democratic participation are its fundamental pillars.

**Spiral Participation System:** Scheme of participation in Labor and Goods and Services, which is based on the staggered search for the required resource, starting with the territorial unit where the project has material development, followed by the immediately higher territorial level until reaching the national level.

**SGA:** It is the acronym for the Globally Harmonized System of Classification and Labeling of Chemical Products, which aims to standardize and harmonize the classification and labeling of chemical products at the national level aimed at defining physical, health and environmental hazards involving chemicals; create classification processes in which the available data are used comparing the criteria defined to their hazards, as well as the protection measures on the labels and Safety Data Sheets.

**Sustainability:** According to the United Nations World Commission on Environment and Development, Sustainability is a process of change in which the exploitation of resources, the direction of investments, the orientation of technological development and institutional change are all in harmony to enhance the present and the future, satisfying human needs and aspirations<sup>5</sup>. Grupo Energía Bogotá defines it as: "the ability to understand and manage its environment, innovate and adapt its businesses, creating profitability and generating benefits in the territory where it operates, with a long-term vision"<sup>6</sup>

**Subcontractor:** Physical or legal entity that contractually assumes with Contractors or other main entrepreneurs the commitment to carry out certain parts of a work, subject to the project that governs the execution thereof.

**Hazard:** Defined as any source, situation or act that may cause damage in terms of injury or illness, property damage, environmental damage or a combination thereof. This term is used to describe something present in the workplace that has the potential to cause injury to workers, be it a workplace accident or occupational disease.

**Worker:** Any natural person who provides subordinate services to another institution, or person or company, obtaining remuneration in exchange for their workforce.

**Third parties:** In the context of this manual, it refers to contractors, subcontractors, service providers and suppliers related to **THE COMPANY**.

**Decent Work<sup>7</sup>:** According to the International Labor Organization - ILO, decent work involves the development of four strategic objectives: rights at work, employment opportunities, protection and social dialogue. Each of them also plays a role in the achievement of broader goals such as social inclusion, the eradication of poverty, the strengthening of democracy, integral development and personal fulfillment.

<sup>4</sup> Public Employment Service. Retrieved from <https://www.serviciodeempleo.gov.co/>

<sup>5</sup> Report of the World Commission on Environment and Development: Our Common Future. Retrieved from <http://www.un-documents.net/our-common-future.pdf>

<sup>6</sup> Grupo Energía de Bogotá. Sustainability Policy. 2020

<sup>7</sup> ILO. International Labor Conference. 1999. Retrieved from <http://www.oit.org/public/spanish/standards/realm/ilc/ilc87/rep-i.htm>



**Territory:** It is the set of social, cultural, political, economic and environmental conditions created by human groups settled in specific geographic spaces.

**Work at heights:** Any job where there is a risk of falling from 1.50 m or more to a lower level. Source: Resolution 1409 of 2012

**Territory Work:** It refers to those activities to be carried out in an operational center, district or place adjacent to THE COMPANY's gas pipelines. In general terms, all territorial areas where THE COMPANY has projects, works or activities are included.

**Energy Use:** Form or type of energy application. Example: Ventilation; illumination; heating; refrigeration; transport; processes; production lines.

**Significant Use of Energy:** Energy use that causes substantial energy consumption and / or offers considerable potential for energy performance improvement. (The organization determines the criterion of significance).

## SECTION 4

### GENERAL OCCUPATIONAL SAFETY AND HEALTH OBLIGATIONS

#### 4.1. IDENTIFICATION MATRIX, EVALUATION AND COMPLIANCE WITH LEGAL AND OTHER REQUIREMENTS

**THE CONTRACTOR** undertakes to prepare a matrix of identification, evaluation and compliance with legal requirements and other applicable regulations in force in matters of Occupational Safety and Health, environment and energy in accordance with the scope and type of work, must ensure compliance and evaluate periodically the update thereof. This requirement must also guarantee it for its consortium companies, or associated companies in temporary union, its subcontractors, suppliers of goods and services engaged for the development of the activities executed or developed; the following are among the applicable legal requirements to comply with:

Norm	Regulation
Law 9 of 1979	Sanitary measures are dictated
Resolution 2400 of 1979	They establish some provisions on housing, hygiene and safety in work establishments
Resolution 1016 dated March 31, 1989	Occupational Health Programs
Decree 614 of 1984	They determine the bases for the organization and administration of occupational health in the country
Law 100 of 1993	Framework Law on Social Security and Occupational Health
Resolution 2013 of 1986	Regulates the organization and operation of the Medicine, Hygiene and Industrial Safety committees in the workplace
Decree Law 1295 of 1994	Determines the organization and administration of the General Professional Risks System.
Law 1562 of July 11, 2012	Which amends the Labor Risks System and enacts other provisions regarding occupational health.

Decree 2090 of 2003	They define the high risk activities to the worker's health and the conditions, requirements and benefits of the pension scheme of the workers who work in said activities are modified and indicated.
Resolution 1401 of 2007	Regulates the investigation of work-related incidents and accidents
Resolution 2346 of 2007	Regulates the practice of occupational medical evaluations and the management and content of occupational medical records
Law 1562 of 2012	Modifies the labor risk system and sets out other provisions regarding occupational health
Circular 34 of 2013	Guarantee of affiliation to the General Health Social Security and Occupational Risks systems
Circular 38 of 2014	Affiliation and payment of the contribution of independent workers who carry out high-risk activities to the general occupational risk system
Decree 0723 of 2013	Regulates the affiliation to the Labor Risk General System of persons engaged through a formal service provision contract with private or public entities or institutions, and freelance workers who carry out high risk activities, and enacts other provisions.
Decree 2851 of 2013	Whereby articles 3, 4,5,6,7,9, 10, 12, 13,18 and 19 of Law 1503 of 2011 are regulated and other provisions are issued
Decree 1477 of 2014	Whereby the Table of Occupational Diseases is issued
Law 1565 of 2014	Whereby the methodological guide for the preparation of the Strategic Road Safety Plan is issued
Decree 1072 of 2015	Whereby the Single Regulatory Decree of the Labor Sector is issued
Decree 1231 of 2016	Whereby the guide document for the evaluation of the Strategic Road Safety Plans is adopted
Resolution 1565 of 2014	Whereby the methodological guide for the preparation of the Strategic Road Safety Plan is issued
Decree 1273 of 2018	Whereby article 2.2.1.1.1.7 is modified, Title 7 is added to Part 2 of Book 3 of Decree 780 of 2016, Sole Regulatory of the Health and Social Protection Sector, in relation to the payment and retention of contributions to the Comprehensive and Parafiscal Security System for independent workers and where articles 2.2.4.2.2.13 and 2.2.4.2.2.15 of Decree 1072 of 2015, Sole Regulation of the Labor Sector are modified
Resolution 0312 of 2019	Defines the minimum standards of the Occupational Health and Safety Management System
Decree 2811 of 1974	Whereby the National Natural Resource Code and Environment Protection is issued

Law 99 of 1993	Creates the Ministry of the Environment; rearranges the Public Sector responsible for environment and natural renewable resource management and preservation; arranges the National Environmental System - SINA- and enacts other provisions.
Decree 4741 of 2005	Partially regulates the prevention and management of hazardous residues or waste generated in the integral management framework
Decree 1594 of 1984	Title I of Law 9 of 1979 is partially regulated, as well as Chapter II of Title VI -Part III- Book II and Title III of Part III -Book I- of Decree - Law 2811 of 1974 regarding uses of water and liquid waste.
Decree 1843 of 1999	Titles III, V, VI, VII and XI of Law 09 of 1979, on the use and management of pesticides, are partially regulated.
Decree 3930 of 2010	Partially regulates Title I of Law 9 of 1979, as well as Chapter 11 of Title VI-Part 111- Book 11 of Decree - Law 2811 of 1974 regarding the use of water and liquid waste and other provisions are issued
Decree 2820 of 2010	Regulates Title VIII of Law 99 of 1993 on environmental licenses.
Decree 1076 of 2015	Whereby the Unique Decree Regulation of the Environment and Sustainable Development sector is issued
Resolution 1572 of 2019	Whereby the installation and use of retroreflective tapes is regulated and other provisions are issued.
Decree 723 of 2014	Art 6. All machinery classified in subheadings (...), which located and entering Colombian territory, must have permanently incorporated and in operation, a global positioning system (GPS) or other electronic security and monitoring device, which allows the location of machinery and verification by control authorities
Resolution 1080 of 2019	Whereby the technical regulation of protective helmets for the use of motorcycles, ATVs, motor cars, motorcycles and the like is issued.
Law 1968 of 2019	Whereby the use of asbestos is prohibited in the national territory and guarantees of protection to the health of Colombians are established
Resolution 2404 of 2019	Adopts the battery of instruments for the evaluation of psychosocial risk factors, the general technical guide for the promotion, prevention and intervention of psychosocial risk factors and the effects thereof on the working population, and other provisions are issued
Resolution 491 of 2020	Minimum requirements for work in confined spaces

*Table 1. Minimum regulatory framework*

And other rules that apply, compile, modify, repeal, expand, replace or update the previous ones, within the framework of the development of the contract.

**THE CONTRACTOR** must submit, with a frequency defined by the contract Auditor or whoever is delegated by **THE COMPANY**, the results corresponding to the matrix of identification, evaluation and compliance with legal requirements and other applicable regulations in force in matters of occupational health and safety, environment and energy, taking into account the execution period of the contract.

**THE CONTRACTOR** must comply with the obligations of the contract, taking into account the demands and requirements established in the Environmental Impact Study (EIA), Environmental Licenses or Modification Resolutions (if applicable), Environmental Management Plans, environmental permits and other provisions issued by Environmental Authorities, such as the Ministry of the Environment and Sustainable Development, the National Environmental Licensing Authority (ANLA), Regional Autonomous Corporations and Sustainable Development, municipalities, districts and metropolitan areas whose population within their urban perimeter is equal or greater than one million inhabitants, the environmental authorities referred to in article 13 of Law 768 of 2002, the National Natural Parks of Colombia, the District of Buenaventura (article 124 of Law 1617 of 2013) and the metropolitan areas in the framework of Law 1625 of 2013, without this implying an increase in the value of the contract, or an extension of the deadline for the execution of the works

**THE CONTRACTOR** carrying out environmental impact studies must comply with the provisions of the Resolution in force to date, whereby environmental guidelines are adopted as an instrument of self-management and self-regulation, as well as the General Methodology for the presentation of Environmental Studies of the Ministry of Environment and Development Sustainable, in the same way the information must be presented in accordance with Resolution 2182 of December 23, 2016.

**THE CONTRACTOR** must demonstrate, as applicable, the establishment of the environmental department of its company in accordance with Resolution 1299 of 2008. The construction of camps is only authorized for the infrastructure whose environmental license or Environmental Management Plan has been authorized, as long as the environmental management measures established therein are implemented.

In relation to the protection of historical and cultural resources, **THE CONTRACTOR** undertakes to respect and comply with Law 397 of 1997 on Cultural Heritage of the Nation, modified by Law 1185 of 2008 as well as all those repealing, amending, expanding or replacing regulations, taking into account the following recommendations: (i) If a fortuitous archaeological finding is encountered in the area where the contracted activities are carried out, the destruction of remains and artifacts must not be allowed, (ii) advertising must be avoided to prevent looting or alteration of the site, (iii) works must be temporarily suspended and immediate communication must take place with **THE COMPANY**, which will instruct the procedure to be followed in accordance with the Procedures Manual for the Conservation of Archaeological Heritage of the Colombian Institute of Anthropology and History (ICANH).

#### **4.2. SELF-ASSESSMENT OF MINIMUM SST STANDARDS**

**THE CONTRACTOR** must submit the results of the last Self-evaluation of the Minimum Standards of Occupational Safety and Health under the criteria established in Resolution 0312 of 2019 or in the regulations in force; it must have the Improvement Plans in accordance with the results of the self-assessment and be referred to the ARL for its study, analysis, comments and recommendations.

As established in Resolution 0312 of 2019; **THE CONTRACTOR** must comply with the SG-SST standards:

- Companies with ten (10) or fewer workers, classified with risk I, II and III, must comply with 7 standards. Art. 4.
- Companies with eleven (11) to fifty (50) workers, classified with risk I, II and III, must comply with 21 standards. Art. 10.
- Companies with more than fifty (50) workers, classified with risk I, II, III, IV, V and those with fifty (50) or fewer workers with risk IV or V, must comply with 60 standards. Art. 17.

Resolution 0312 of 2009, Article 28: *Improvement plans according to the result of the self-assessment of the Minimum Standards.* Employers or contractors must carry out the self-assessment of the Minimum Standards, which will have a result that requires or not to carry out an improvement plan, as follows:

CRITERION	ASSESSMENT	ACTION
If the score obtained is less than 60%	CRITICAL	<p>Carry out and have at the disposal of the Ministry of Labor an Improvement Plan immediately.</p> <p>Submit to the respective Occupational Risk Administrator to which the entrepreneur or contractor is affiliated, a progress report within three (3) months after the self-assessment of Minimum Standards.</p> <p>Annual monitoring and plan to the company with critical assessment, by the Ministry of Labor.</p>
If the score obtained is between 60 and 85%	MODERATELY ACCEPTABLE	<p>Carry out and have at the disposal of the Ministry of Labor an Improvement Plan.</p> <p>Submit a progress report to the Labor Risk Administrator within six (6) months after the self-assessment of Minimum Standards has been carried out.</p> <p>Visit plan by the Ministry.</p>
If the score obtained is greater than 85%	ACCEPTABLE	<p>Maintain the qualification and evidence at the disposal of the Ministry of Labor and include in the Annual Work Plan the improvements established in accordance with the evaluation.</p>

#### 4.3. CONTRACTING MANUAL (CONTRACTORS)

In case of subcontracting, prior approval of **THE COMPANY** as provided in the Contract, **THE CONTRACTOR** is solely responsible to **THE COMPANY** for compliance with the SST and Environmental requirements of its subcontractors and workers.

The requisites and responsibilities contained in the Request for Offer or Contract must be extended and complied by the respective Subcontractors and, therefore, any subcontract must include and comply with the same

occupational safety and health requisites and commitments contained in the Request for Offer, Contract and this Manual.

**THE CONTRACTOR** must ensure that the purchases and procurement of products and services required for the implementation of its Occupational Health and Safety Management System comply with the quality standards accredited under norms and certifications approved by the competent authority; these certificates can be national or international. **THE CONTRACTOR** must provide its workers with personal protection elements with the quality, resistance and duration of the protective equipment, and these must offer adequate protection, be comfortable, adapt without interfering with the natural movements of the user, offer durability, be able to be disinfected and easily cleaned, have the manufacturer's mark engraved.

#### **4.4. COACHING, TRAINING AND INDUCTION IN SST, ENVIRONMENT**

**THE CONTRACTOR** undertakes to attend the Safety, Occupational Health, Environmental Management induction at the Gas Operational Center, Gas Compression Station, Administrative Headquarters of **THE COMPANY** or virtually through a platform; on the dates established by **THE COMPANY**. Without this induction: either in person or virtual; access to the work centers of **THE COMPANY** will not be allowed; and the activities that are the object of the contract cannot be undertaken. 100% of the direct and indirect workers of **THE CONTRACTOR** must perform HSE Induction. **THE CONTRACTOR** must ask the contract controller to carry out the HSE Induction, which the controller will manage the request of the Occupational Health and Safety area of **THE COMPANY**. The induction will be evaluated through the F-ASI-083 form in person; or through a virtual questionnaire on the platform of **THE COMPANY**, and the minimum qualification score to pass induction is 90%; otherwise; Induction and evaluation must be repeated. The HSE induction for contractors is valid for one (1) year; as long as the same object of the contract is performed.

Everytime that **THE CONTRACTOR** accesses the operating facilities (Gas Operational Center and Gas Compression Station) of **THE COMPANY**, it must receive the entry protocol of Occupational Safety and Health, environment and energy; This protocol is valid for six (6) months; as long as the same object of the contract is performed. Induction and the admission protocol have different objectives; therefore, they are 2 different activities.

According to the contractual object, the scope of the activities, the legal requirements, the request for offer, and the contract, **THE CONTRACTOR** must carry out before beginning the work, informative talks aimed at the workers who participate in the execution of the activities, in order to inform them about the existing obligations and prohibitions for the development of the work.

**THE CONTRACTOR** must include in its training programs and training thematic environmental education, including aspects related to the scope defined by **THE COMPANY** for the Quantification of Greenhouse Gases. These trainings must be aimed at workers, communities and owners located in the project's area of influence. According to the scope of the contract **THE CONTRACTOR** has to:

- Provide technical assistance and training for the development of productive alternatives in order to reduce environmental deterioration in the area where the activities are carried out.
- Provide technical assistance and training for the development of alternatives in order to optimize environmental and energy performance, in order to reduce environmental deterioration in the area of the Gas Pipeline Right of Way.
- Coordinate participation programs in favor of the defense of Natural Resources and the Environment, with the entities involved and interested in the management thereof.

#### 4.5. COMPLIANCE WITH TGI'S CORPORATE POLICIES

**THE CONTRACTOR** must comply with all the policies that, in matters of Occupational Safety and Health, Social, Environmental and Energy and Quality, are issued by **THE COMPANY** to ensure compliance with the corporate strategy and the requirements of the Integrated Management System, which will be available on the website of **THE COMPANY** ([www.tgi.com.co](http://www.tgi.com.co)).

#### 4.6. FUNCTIONS, ROLES, RESPONSIBILITIES AND AUTHORITY IN SST

Before the commencement of the contractual activity execution, **THE CONTRACTOR** must submit to the Contract Auditor of **THE COMPANY**, a manual of functions and responsibilities with a complete list of the positions, indicating the functions, responsibilities and decisions that can be made regarding OSH.

**THE CONTRACTOR** must establish, assign, document and disclose responsibilities in Occupational Health and Safety, at all hierarchical levels of its organization. The responsibility of the performance in Occupational Health and Safety lies with the senior management of **THE CONTRACTOR**, its personnel will support the performance and activities, according to the roles and responsibilities that are defined.

**THE CONTRACTOR** must carry out with social responsibility and adequate environmental quality, the activities related to the object and scope of the contract. Environmental quality means avoiding, mitigating, correcting and compensating for negative social and environmental impacts.

Any worker from **THE COMPANY** can stop a running activity by **THE CONTRACTOR** or subcontractor, and must report in writing through the means established by **THE COMPANY** to the Contract Auditor. **THE CONTRACTOR** must immediately report the acts, unsafe conditions or health status of the workers assigned to the contract, to the person in charge of the area, through the tool established by the **THE COMPANY**; in order for it to require compliance with the obligations in terms of Occupational Safety and Health, Environmental and Energy Management, and as applicable, the work or activity permit will be suspended until adequate working conditions are obtained.

#### 4.7. AUDIT AND ACCOUNTABILITY PROGRAM

**THE CONTRACTOR** must meet and be aligned with the requirements of **THE COMPANY** regarding its comprehensive audit program. **THE COMPANY**, either directly or through a third party, may carry out the second party audits that it deems necessary to ensure the parameters of Safety, Occupational Health, Environmental Management and Quality, during the execution of the contract activities.

The audits carried out by **THE COMPANY** identify non-conformities, observations or opportunities for improvement, which will be reflected in a corrective or preventive action plan, of which **THE CONTRACTOR** must monitor and periodically report in writing the progress regarding the activities defined in the action plan, adjusted to its own management system. If the action plan is not implemented by **THE CONTRACTOR** within the terms established with the contract auditor, **THE COMPANY** can suspend the activities of the contract without this generating charges or compensation from **THE CONTRACTOR**.

**THE CONTRACTOR** authorizes **THE COMPANY** to verify and examine, directly or through auditors designated by it, during the contractual term and for up to three (3) more years, compliance with its legal, contractual obligations related to labor aspects of Occupational Safety and Health, Environmental Management.

Reviews can be carried out at the offices of the **THE CONTRACTOR** or at the same site of the works, services or operations, during normal working hours. The **CONTRACTOR** undertakes to provide to the **COMPANY** all the information requested, and required to confirm compliance of its obligations. **THE CONTRACTOR** must promptly address the justified claims made by **THE COMPANY** as a result of the audits. Should **THE CONTRACTOR** refuse to provide access to the auditors of **THE COMPANY** or refuse to attend reasonable claims, **THE COMPANY** will have the right to withhold any amount in dispute, discounting it from the outstanding invoices.

**THE CONTRACTOR** must establish a system for the identification of non-conformities or deviations from the requirements of Occupational Safety and Health, Environmental Management and Quality and record through a monitoring plan the closure of corrective and preventive actions, guaranteeing the correct and timely identification and implementation of Corrective and / or Preventive Actions.

In accordance with the purpose and scope of the contractual activities, **THE CONTRACTOR** must guarantee the implementation of preventive, corrective or improvement actions, which have been defined by any mechanism, tool, procedure, audit plan, review or supervision, by **THE COMPANY**, **THE CONTRACTOR** or another external entity that could be related to the development of the contractual activities. The review and assurance of preventive, corrective or improvement actions by **THE CONTRACTOR** will be verified by the Occupational Safety and Health, the Sustainable Development Management or whoever **THE COMPANY** designate.

The Occupational Safety and Health must carry out the verification of SST legal requirements and compliance with the Work Plan on Occupational Safety and Health of **THE CONTRACTOR**, through the established format *Contractor SST Compliance List* F-ASI-195. The verification must be carried out at least one (1) time during the execution period of the contract. The Occupational Safety and Health may request support from the Sustainable Development Management, to carry out the aforementioned verification of SST criteria. The Occupational Safety and Health must follow up on the HSE Plan and work plan designed by **THE CONTRACTOR**; This verification will be part of the contract record and will be required for the issuance of the corresponding Peace and Safe HSEQ and Social by TGI's Sustainable Development Management. Periodically **THE CONTRACTOR** must carry out and document a rendering of accounts according to the responsibilities defined in its Occupational Health and Safety Management System.

#### 4.8. SANCTIONS

**THE CONTRACTOR** will assume the legal sanctions imposed for any infringement of the regulations on Occupational Safety and Health, Environmental and Energy Management, contained in Colombian legislation, in the clauses of this manual and in the contractual documents. Furthermore, if the infraction is not corrected immediately, **THE COMPANY** reserves the right to impose the stipulated constraints or suspend the contract until said infringement is corrected, and **THE CONTRACTOR** will assume all costs and risks arising from the suspension. In case of recurrence, **THE COMPANY** may terminate the Contract unilaterally, without this giving rise to any indemnification.

**THE CONTRACTOR** must respond to **THE COMPANY**, authorities and individuals, for not adopting the necessary measures to guarantee environmental quality. **THE COMPANY** will not compensate or cover the costs that may result from non-compliance with social and environmental management measures or applicable legal requirements.



#### 4.9. CHANGE MANAGEMENT

**THE CONTRACTOR** must implement and maintain a procedure to evaluate the impact that internal changes (introduction of new processes, change in working methods, changes in facilities, among others) or external changes (changes in legislation, evolution of knowledge in safety and health at work, among others), to carry out the identification of hazards and the evaluation of risks that may arise from these changes and adopt prevention and control measures before their implementation, with the support of the Joint Committee or of the Occupational Safety and Health Supervisor and update the annual work plan on safety and health at work.

Before implementing internal changes, the workers who will be impacted by the changes must be informed and trained.

Any modification to the conditions of Occupational Safety and Health and Environmental and Energy Management of this Manual will be agreed with the contract Auditor and **THE CONTRACTOR**, prior review of the professionals responsible for SST and Environmental and Energy Management of **THE COMPANY**, signing minutes that will be attached to the contract file folder. The Occupational Safety and Health will inform all stakeholders about the modifications made.

#### 4.10. CLEARANCE CERTIFICATE.

For the signing of the delivery certificate and final receipt, **THE COMPANY** will demand a clearance certificate from the Sustainable Development Management or the agency acting as such on the fulfillment of the obligations in matters of Occupational Safety and Health, Social and Environmental in the format F-ASI-015 HSEQ and Social Clearance Certificate; in accordance with the current procedure that **THE COMPANY** has.

**THE CONTRACTOR**, at the end of the contract, must deliver an HSEQ dossier with all the supporting documentation or evidence that complies with each of the items mentioned in the F-GDP-003 form, for the review and approval of the Sustainable Development Management of **THE COMPANY** in a term no longer than 15 working days; in order to be able to sign HSEQ and social clearance certificate.

Once the HSEQ and social dossier has been reviewed, the Sustainable Development Management or the agency acting as such on the fulfillment of the obligations in terms of Occupational Health and Safety, Social and Environmental must have the stakeholders of the area of influence, the Gas Operational Center or the Gas Compression Station sign the respective HSEQ and Social Clearance Certificate and send it to the Occupational Safety and Health area, in accordance with the current procedure that **THE COMPANY** has within the settlement or termination times of the contract.

## SECTION 5

### SPECIFIC OCCUPATIONAL SAFETY AND HEALTH OBLIGATIONS

#### 5.1. RESOURCES

##### 5.1.1. POLICY ON OCCUPATIONAL SAFETY AND HEALTH OF THE CONTRACTOR

**THE CONTRACTOR** must establish in writing a policy that evidences the commitment to Occupational Safety and Health, said policy must be aligned with the policies and provisions of **THE COMPANY** and report on all its workers and subcontractors, regardless of their form of hiring or relationship and must be communicated to COPASST. Likewise, said policy must have the requirements and objectives; and finally it must be signed and disclosed, as established by Decree 1072 of 2015 and those amending, supplementing or adding thereto.

According to Resolution 0312 of 2019, the contractor must comply with the establishment of the Occupational Safety and health policy, as follows:

- Companies with eleven (11) to fifty (50) Workers Classified as Risk I, II or III
- Companies with more than fifty (50) Workers Classified as Risk I, II, III, IV or V and fifty (50) or Less Workers with Risk IV or V

## **5.1.2. SG-SST OCCUPATIONAL SAFETY AND HEALTH MANAGEMENT SYSTEM ORGANIZATION**

### **5.1.2.1. Resources**

It is the responsibility of **THE CONTRACTOR** to define, document and guarantee the allocation of human, physical, financial resources and of any kind, as required for the management of Occupational Safety and Health, as well as for the implementation of SG-SST.

**THE COMPANY** may verify the allocation of resources in accordance with the requirements established by law, in this annex and contractually, when the requirements established in SST are not met. **THE COMPANY** may request the action plans that may be required to ensure compliance.

Before the commencement of the contractual activity execution, **THE CONTRACTOR** must present to the contract auditor and to the HS subdirectorate of **THE COMPANY**, an HSE plan, in accordance with the contractual object and the activities to be carried out. Based on the regulatory requirements and within the framework of its management system, where the activities and resources to be developed in HSE are defined in furtherance of the project.

In accordance with the contract purpose and the scope of activities, **THE CONTRACTOR** must provide the conditions, elements and equipment in the work sites, to guarantee at all times the safety of the personnel, the management of risks, the control of accidents and the fulfillment of the conditions established in Occupational Safety and Health and Environmental Management. The facilities and construction sites of **THE CONTRACTOR** will be subject to review by **THE COMPANY** who will make the observations it deems necessary, which must be followed by **THE CONTRACTOR** in accordance with the legal requirements, the contractual criteria and the conditions established in the request for offer.

Work sites must satisfactorily comply with all the health and safety requirements prescribed by Law or that may be necessary to maintain adequate working conditions, permanent control must be exercised of the factors that may affect the health or life of the workers and the environment. Should **THE CONTRACTOR** fail to meet these requirements, **THE COMPANY** may suspend work until such obligation is met or take the measures it deems necessary and require **THE CONTRACTOR** to pay for all costs incurred.

At a minimum on the job sites of **THE CONTRACTOR**, the following must be guaranteed:

- a. Compliance with biosafety requirements in accordance with current regulations.
- b. Publication and dissemination of policies, regulations and documentation associated with SST.
- c. Informational, warning, obligation and prohibition signs.
- d. Points for the classification and disposal of waste.
- e. Fixed or mobile sanitary facilities, separated by gender, at least one (1) for every fifteen (15) workers, in accordance with the provisions of Resolution 2400 of 1979. The management of waste from mobile sanitary facilities must be arranged through an authorized manager.
- f. Portable chemical toilets considering compliance with current Colombian national legislation, the management of portable chemical toilet waste must be arranged through an authorized manager.
- g. Signaling of evacuation routes, meeting point, equipment for emergency care, storage area, warning signs, among others.
- h. When there is a risk of entry of unauthorized personnel or the community to work sites or works, an adequate demarcation and signaling of the areas where the activities are carried out must be guaranteed, warning and preventing any type of impact on people, caused by the activities developed by **THE CONTRACTOR**.
- i. Pre-operational inspections and resumes (on site) of machinery and equipment used for the execution of activities.
- j. Systems and elements for emergency care and evacuation in accordance with the provisions of the Prevention, Preparation and response to emergencies on this Manual.
- k. Drinking and Domestic Use Water: **THE CONTRACTOR** must supply drinking water for the consumption of its workers and subcontractors, and must verify its quality, in accordance with the provisions of Decree 1575 of 2007 and resolution 2115 of the same year, issued by the Ministry of Social Protection and all those repealing, modifying, expanding or replacing norms. Regarding water for domestic use, it must be taken from the licensed catchment sites in each area, in accordance with the volumes requested and approved in the Environmental License, in no case should this water be used for human consumption or for the preparation of food.
- l. The camps and offices (if required) will be kept clean and in order at all times; the workplace must maintain good hygiene and cleanliness.
- m. At the end of the work day, as well as at the end of the works, **THE CONTRACTOR** must guarantee that all waste and surpluses are deposited in the sites agreed with the Auditor, which must follow the guidelines of **THE COMPANY**. At all times, workplaces must be kept in good hygienic and clean conditions.
- n. Should **THE CONTRACTOR** supply food to its workers, must take all precautions so that the Sub-Contractors of this service comply with the legal requirements and submit to the sanitary and health controls at work expressed in the policies of **THE CONTRACTOR**. In addition, it must meet the following criteria related to food preparation and provision:
  - The mess hall must be located outside the work places and be separated from other places that may generate contamination.
  - Drinking water must be available for cooking meals and for washing kitchen utensils.
  - The highest health and hygiene levels must be kept at accommodations, bathrooms and waste management, with emphasis on plague and vector control.

**THE CONTRACTOR** will guarantee a continuous relationship with the representatives of SST of **THE COMPANY** and from other contractors who are related to the contractual activities or are present at the job sites, to share lessons learned and minimize / control SST risks in a timely manner.

**5.1.2.2. Occupational Safety and Health Team:**

According to the matrix of personnel requirements by Risk Level of the economic activity and taking into account the object of the contract signed with **THE COMPANY**, in addition to the number of workers per crew, that is, the number of workers per workplace, the following table must be taken into account:

Regardless of the duration, the number of workers or the amount of the contract, **THE CONTRACTOR**, must have in its work team its own or contracted advisor with a current occupational health and safety license, likewise all the personnel responsible for the design and execution of the SG SST, must present the virtual training of 50 hours and each 3 years must update the certificate.

Number of workers	Risk level of economic activity Decree 1607 of 2002, Resolution 0312 of 2019.				
	Class I	Class II	Class III	Class IV	Class V
1 to 09	A	A	B	C	C
10 to 50	D	D	D	D	D
51 to 100	D	D	D	E	E
101 to 150	D	D	E	F	F
151-200	E	E	F	G	G
201-250	F	F	G	H	H
251 to 300	G	G	H	I	I
300 and thereafter	I	I	I	I	I

*Table 2. Matrix of personnel requirements, according to risk level*

According to the match between the number of workers and the level of risk according to economic activity, the following matrix should be interpreted:

	Design and implementation of SG-SST	Execution of SG-SST
<b>A</b>	<ul style="list-style-type: none"> <li>One (1) Professional Technician or Technologist in an SST area with specific proven experience of at least two (2) years.</li> </ul> <p><i>With a license in occupational health and safety and a 50-hour course SG SST, Valid</i></p>	<ul style="list-style-type: none"> <li>One (1) Professional Technician or Technologist in an SST area with specific proven experience of at least one (2) year per crew.</li> </ul> <p><i>With a license in occupational health and safety and a 50-hour course SG SST, Valid</i></p>
<b>B</b>	<ul style="list-style-type: none"> <li>One (1) Professional Technician or Technologist in an SST area with specific proven experience of at least two (2) years.</li> </ul> <p><i>With a license in occupational health and safety and a 50-hour course SG SST, Valid</i></p>	<ul style="list-style-type: none"> <li>One (1) technician or Professional Technologist in an SST area with specific proven experience of at least two (2) years per crew.</li> </ul> <p><i>With a license in occupational health and safety and a 50-hour course SG SST in force.</i></p>

<p align="center"><b>C</b></p>	<ul style="list-style-type: none"> <li>• One (1) Engineering Professional with a specialization in SST or Engineer or Professional in SST with specific experience of at least 1 year</li> </ul> <p><i>With a license in occupational health and safety and a 50-hour course SG SST, Valid</i></p>	<ul style="list-style-type: none"> <li>• One (1) Professional in Engineering with a specialization in SST or Engineer or professional in SST (Compliance Res. 4502 of 2012, technical annex # 3) with a minimum specific experience of one (1) year.</li> <li>• One (1) Professional Technician or Technologist in an SST area with specific proven experience of at least two (2) years per crew.</li> </ul> <p><i>All of them with a license in occupational safety and health and a 50-hour course SG SST Current</i></p>
<p align="center"><b>D</b></p>	<ul style="list-style-type: none"> <li>• One (1) Engineering Professional with a specialization in SST or Engineer or Professional in SST with specific experience at least one (1) year</li> </ul> <p><i>With a license in occupational health and safety and a 50-hour course SG SST, Valid</i></p>	<ul style="list-style-type: none"> <li>• One (1) Engineering professional with a specialization in SST or Engineer or professional in SST Compliance Res. 4502 of 2012, technical annex # 3) with specific experience of at least one (1) year.</li> <li>• One (1) Professional Technician or Technologist in an area of occupational health and safety with specific proven experience of at least three (3) years per crew.</li> </ul> <p><i>All of them with a license in occupational safety and health and a 50-hour course SG SST Current</i></p>
<p align="center"><b>E</b></p>	<ul style="list-style-type: none"> <li>• One (1) Professional in Engineering with a specialization in SST or Engineer or professional in SST with specific experience of at least 2 years</li> </ul> <p><i>With a license in occupational health and safety and a 50-hour course SG SST, Valid</i></p>	<ul style="list-style-type: none"> <li>• One (1) Engineering professional with a specialization in SST or Engineer or professional in SST Compliance Res. 4502 of 2012, technical annex # 3) with a minimum of two (2) years specific experience</li> <li>• One (1) technician or Professional Technologist in an area of occupational safety and health with specific proven experience of at least three (3) years per crew.</li> <li>• One (1) SST specialist nurse with specific experience of at least one (1) year with full-time availability and coverage of a radius of 200 m.</li> </ul> <p><i>All of them with a license in occupational safety and health and a 50-hour course SG SST Current</i></p>
<p align="center"><b>F</b></p>	<p>One (1) Professional in Engineering with a specialization in SST or Engineer or professional in SST with specific experience of at least 3 years</p> <p><i>With a license in occupational health and safety and a 50-hour course SG SST, Valid</i></p>	<ul style="list-style-type: none"> <li>• One (1) Engineering professional with a specialization in SST or Engineer or professional in SST Compliance Res. 4502 of 2012, technical annex # 3) with a minimum of three (3) years specific experience</li> <li>• One (1) technician or Professional Technologist in an area of occupational safety and health with specific proven experience of at least three (3) years for each crew</li> <li>• One (1) specialist nurse in SST with specific experience of at least two (2) years with full-time availability and coverage of a radius of 200 m.</li> </ul>

		<i>All of them with a license in occupational safety and health and a 50-hour course SG SST Current</i>
<b>G</b>	<ul style="list-style-type: none"> <li>• One (1) Professional in Engineering with a specialization in SST or Engineer or professional in SST with specific experience of at least 5 years</li> </ul> <p><i>With a license in occupational health and safety and a 50-hour course SG SST, Valid</i></p>	<ul style="list-style-type: none"> <li>• One (1) professional in Engineering with a specialization in SST or Engineer or professional in SST Compliance Res. 4502 of 2012, technical annex # 3) with a minimum specific experience of five (5) years</li> <li>• One (1) Professional Specialist in SST or Engineer or professional in SST with specific experience of at least three (3) years with availability for the purpose of the contract.</li> <li>• One (1) technician or Professional Technologist in an occupational health and safety area with specific proven experience of at least five (5) years for each crew.</li> <li>• One (1) Medical Specialist in SST with a minimum of one (1) year experience.</li> <li>• One (1) specialist nurse in SST with specific experience of at least two (2) years with full-time availability and coverage of a radius of 200 m.</li> </ul> <p><i>All of them with a license in occupational safety and health and a 50-hour course SG SST Current</i></p>
<b>H</b>	<ul style="list-style-type: none"> <li>• One (1) Professional in Engineering with a specialization in SST or Engineer or professional in SST with specific experience of at least 5 years</li> </ul> <p><i>With a license in occupational health and safety and a 50-hour course SG SST, Valid</i></p>	<ul style="list-style-type: none"> <li>• One (1) Professional in Engineering with a specialization in SST or Engineer or professional in SST Compliance Res. 4502 of 2012, technical annex # 3) with specific experience of at least five (5) years.</li> <li>• Two (2) Professionals Specialist in SST or Engineer or professional in SST with specific experience of at least three (3) years with availability for the project.</li> <li>• One (1) technician or Professional Technologist in an occupational health and safety area with specific proven experience of at least five (5) years for each crew</li> <li>• One (1) Medical Specialist in SST with a minimum of one (1) year experience.</li> <li>• One (1) specialist nurse in SST with specific experience of at least two (2) years with full-time availability and coverage of a radius of 200 m.</li> </ul> <p><i>All of them with a license in occupational safety and health and a 50-hour course SG SST, Current</i></p>

I	<ul style="list-style-type: none"> <li>• One (1) Professional in Engineering with a specialization in SST or Engineer or professional in SST with specific experience of at least 5 years</li> </ul> <p>With a license in occupational health and safety and a 50-hour course SG SST, Valid</p>	<ul style="list-style-type: none"> <li>• One (1) Professional in Engineering with a specialization in SST or Engineer or professional in SST Compliance Res. 4502 of 2012, technical annex # 3) with specific experience of at least five (5) years.</li> <li>• Two (2) Professionals Specialist in SST or Engineer or professional in SST with specific experience of at least three (3) years with availability for the project</li> <li>• One (1) technician or Professional Technologist in an occupational health and safety area with specific proven experience of at least five (5) years for each crew.</li> <li>• One (1) Medical Specialist in SST with a minimum of one (1) year experience.</li> <li>• One (1) specialist nurse in SST with specific experience of at least two (2) years with full-time availability and coverage of a radius of 200 m.</li> <li>• One (1) nurse will be added for every 50 workers in the work area.</li> </ul> <p><i>All of them with a license in occupational safety and health and a 50-hour course SG SST Current</i></p>
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*Table 3. Interpretation of the matrix of personnel requirements according to risk level*

**THE COMPANY**, will review the proposed resumes of the personnel responsible for the management of SST required by the **THE CONTRACTOR**, for the execution of the contract and will reject those that do not meet the required specifications.

In the case of contracts, in which the staff of **THE CONTRACTOR** remain within the facilities of **THE COMPANY**, **THE CONTRACTOR** must ensure that there is a person responsible for compliance with the Occupational Health and Safety Management program (either full-time / part-time / external), whose minimum profile is the one established in the table “Matrix of Personnel Requirements according to number of workers per workplace and level of risk”.

### 5.1.2.3. Medical Evacuation

**THE CONTRACTOR** must ensure that in the event of a medical emergency the staff is treated in a medical center, for which it must include in the **MEDEVAC** the distances to the closest level I, II and III health centers, the routes and means to reach them, as well as the effective means of communication; what's more; it must include within its proposal the availability of ambulances and other means of transport, both air or river, according to the geographical location of the work site, as well as the appropriate instruments so that doctors and / or nurses can control medical emergencies.<sup>8</sup>

<sup>8</sup> *The ambulances that are kept for attention in the work fronts must comply with the specifications established in Resolution 2003 of 2014, which defines the procedures and conditions for the registration of Health Service Providers and the authorization of health services, as well as adopt the Provider Registration Manual and Health Services Authorization, which is an integral part hereof. In addition, it must comply with Law 1831 of 2017, whereby the use of the automatic external defibrillator is regulated in assistance transport, places of high public influx, and other provisions are dictated.*

The ambulances that are kept for attention in the work fronts must comply with the specifications established in Resolution 2003 of 2014, which defines the procedures and conditions for the registration of Health Service Providers and the authorization of health services, as well as adopt the Provider Registration Manual and Health Services Authorization, which is an integral part hereof. In addition, it must comply with Law 1831 of 2017, whereby the use of the automatic external defibrillator is regulated in assistance transport, places with a high influx of public; THE CONTRACTOR must bear in mind the training for the personnel who will use these elements.

#### **5.1.2.4. Competence, Awareness and Training**

**THE CONTRACTOR** must take into account that the activities or works under the contract can be carried out within the framework of the gas transportation process, in gas compression stations and gas pipelines; therefore it is the responsibility of **THE CONTRACTOR** to take the SST measures necessary for the execution of the works under these conditions. According to the type of work and scope of the activities to be carried out, **THE CONTRACTOR** must ensure that the personnel assigned to carry out the work are competent, based on their education, training, experience and skills for the tasks to be performed. These competencies must include those related to Occupational Safety and Health, Social and Environmental Management.<sup>9</sup>

**THE CONTRACTOR** must provide additional personnel for replacements derived from work shifts, vacations, Sundays, holidays, disabilities and other events that may arise. Replacement personnel must meet the same requirements as for the original position. The resumes of each employee will be reviewed and audited by **THE COMPANY** at any time during the execution of the contract.

**THE CONTRACTOR** must establish and guarantee compliance with a training program on aspects of Occupational Health and Safety, which includes attention to emergency situations. Said program must be aligned with the policies and programs of **THE COMPANY** and will aim to provide the knowledge to identify hazards and control risks related to work, in order to prevent work accidents and occupational diseases.

Within its training program **THE CONTRACTOR** must carry out a prior induction and / or re-induction (carried out annually) that includes 100% of the workers, contractors and subcontractors, on the aspects of Occupational Safety and Health, in accordance with the characteristics of **THE COMPANY**, general and specific aspects of the activities to be carried out, the identification of hazards, the evaluation and assessment of risks related to their work, prevention of accidents at work and occupational diseases and provisions relating to emergency situations. This training must be carried out within the working hours of the direct workers or in the development of the provision of the service of the contractors or subcontractors. The induction must also include topics related to Environmental Management, informing workers, contractors and subcontractors, the requirements to work in the areas of **THE COMPANY**.

According to the type and scope of the work, **THE CONTRACTOR** It must plan and carry out daily or periodic talks and trainings in SST, weekly SST meetings including aspects, in which the specific norms of the work to be carried out, the unsafe situations identified, the incidents that have occurred and the lessons learned, among others, are discussed.

**THE CONTRACTOR** is obliged to maintain an updated record of certified personnel to perform high-risk tasks, if these are part of the scope of the contract and to keep it available for review by **THE COMPANY**.

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<sup>9</sup> Replacements: *THE CONTRACTOR* must provide additional personnel for replacements derived from work shifts, vacations, Sundays, holidays, disabilities and other events that may arise. Replacement personnel must meet the same requirements as for the original position. The resumes of each employee will be reviewed and audited by **THE COMPANY**, before the execution of the work.



It is the responsibility of **THE CONTRACTOR** to maintain the records associated with the training program, briefings and meetings, attending to the related legal provisions and facilitate their review when required by **THE COMPANY**.

**THE CONTRACTOR** must ensure an adequate disclosure and control process to prevent its workers from smoking, setting fire, carrying lighters or matches in gas transportation process areas, in areas with explosive atmospheres or in areas with this prohibition. In that sense, **THE CONTRACTOR** must abide by the provisions of Law 1075 of 1992 and Resolution 1956 of 2008 regarding smoking. **THE CONTRACTOR** must also implement a disclosure and control system for its workers, which guarantees that alcoholic beverages or other unauthorized substances are not introduced into the workplaces, nor that they present themselves to work in a state of intoxication, post-drunkness or under the influence of any psychoactive substance. **THE CONTRACTOR** must comply with the Comprehensive Policy for the Prevention, Control and Attention of the consumption of alcohol, psychoactive substances and handling of weapons of **THE COMPANY**.

**THE COMPANY**, within the framework of the prevention of the consumption of alcohol, tobacco and psychoactive substances may carry out tests on a scheduled or sporadic basis with scope to workers, contractors and subcontractors, as defined in the policies and procedures defined by **THE COMPANY**.

#### **5.1.2.5. Observation system for the Identification of Substandard / Unsafe acts and Conditions**

**THE CONTRACTOR** must implement a system or mechanism to identify and communicate unsafe acts and conditions that may take place at the work site, established by **THE COMPANY**. All the **CONTRACTOR** personnel must be trained to observe, identify, intervene and report unsafe acts and conditions under **THE COMPANY** mechanism or system.

**THE CONTRACTOR** must immediately report unsafe acts and conditions to the area authority, HSEQ professional in the area of influence, Gas Operational Work Center or Gas Compression Station, through the tool established by **THE COMPANY** in order to record said management and prevent incidents, providing the necessary information to establish: types of behaviors or conditions presented, frequencies, work areas where they occur, among other aspects. **THE CONTRACTOR** must send the records each month to the HSEQ professional in the area of influence of **THE COMPANY**.

**THE CONTRACTOR** must carry out the management of action plans for each of the reported acts or unsafe conditions.

#### **5.1.2.6. Control of documentation and records in Occupational Health and Safety**

**THE CONTRACTOR** and its subcontractors must establish a system for the control of records and documents in Occupational Health and Safety, aligned with the standards of the Quality Management System of **THE COMPANY**. The preparation of plans and technical documents must comply with the procedures, bid request document and contractual obligations established by **THE COMPANY**.

According to the object, scope of the contract and type of activity, **THE CONTRACTOR** must guarantee the availability of the following updated documents, which will be subject to verification by **THE COMPANY**:

- a. Updated hazard identification, risk assessment, assessment and control matrix.

- b. Report on health conditions and sociodemographic profile according to risks and Epidemiological Surveillance Programs (PVE).
- c. Legal requisites matrix
- d. Safe and instructive procedures in Occupational Safety and Health.
- e. Copy of the documents that support the activities developed by **THE CONTRACTOR**, such as: safe work procedures, work permits, supporting certificates for the authorization of high-risk tasks, JSA safe work analysis.
- f. Record of delivery of items and personal protective equipment.
- g. Record of delivery and socialization of protocols and technical and instructional sheets of Occupational Safety and Health.
- h. Supports of the Joint Committee on Occupational Safety and Health -COPASST- (Call, election, minutes and delegations, among others).
- i. Documentary records related to the reporting and investigation of incidents, accidents at work and occupational diseases.
- j. Hazard identification, vulnerability assessment and emergency response.
- k. Epidemiology Surveillance Programs and supports
- l. Promotion and prevention programs.
- m. Record format for inspections of facilities, machinery and equipment.
- n. Management evidence in priority risks.

**THE CONTRACTOR** must guarantee the availability, updating, control and custody of the specific documentation in SST required by Decree 1072 of 2015 and Resolution 0312 of 2019, meeting the defined deadlines even after the termination of the employment relationship with its employee.

## 5.2. OPERATIONAL CONTROL

### 5.2.1. PLANNING

#### 5.2.1.1. Affiliation to the integral social security system

**THE CONTRACTOR** is obliged to comply with the legal commitments regarding affiliation and payment of contributions to social security entities (ARL, EPS, AFP) and parafiscal entities (SENA, ICBF, FIC, Cajas de Compensación Familiar) and have the records available for review of **THE COMPANY**, either by direct request, inspection or audit scheduling, prior to the commencement of any contract activity or prior to entering the facilities where the contractual activities are to be carried out. Strict compliance with this obligation extends to its dependent workers, contractors, subcontractors, missionaries, cooperators and itself when it is a natural person. It is necessary to take into account the verification period for affiliation to the ARL, AFP and EPS, guaranteeing that no activity within the framework of the contract is carried out without workers having comprehensive coverage from the Social Security System.

**THE CONTRACTOR** will not be able to undertake activities without assuring this requirement, nor will it be able to invoice its services without prior compliance therewith. In the event that the respective invoice or bill is filed without the supports referring to this obligation, **THE COMPANY** may refrain from processing and paying the respective value until **THE CONTRACTOR** submits the respective documents.

If **THE COMPANY** deems it necessary, it may request the records of payment of wages and compensation for workers who carry out activities within the framework of the contract.

**THE CONTRACTOR** must ensure that its dependent workers, contractors, subcontractors, missionaries, cooperators and itself, in case of a natural person, when conducting activities within the facilities, infrastructure, right of way of **THE COMPANY** or on lands thereof, must be affiliated to the ARL with risk level IV or V. In the event that the staff of **THE CONTRACTOR** must work within third-party facilities (facilities that do not depend on the administration of **THE COMPANY**) for the performance of a contract with **THE COMPANY**, it must contemplate the requirements demanded by the third party while activities are carried out in this area; and must respect and abide by them.

#### 5.2.1.2. Hiring of Foreign Personnel

**THE CONTRACTOR** undertakes to comply with the requirements and necessary immigration procedures in the event of involving foreign personnel in their activities, who must be affiliated with the health and professional risk regimes of the Republic of Colombia, in accordance with current legislation, especially Law 1562 of 2012. It must be guaranteed that all foreign workers who carry out work under a contract or subcontract whose activities last a month or more, is affiliated with the comprehensive social security system of Colombia. It must also be guaranteed that, if foreign personnel carry out high-risk activities, specifically those classified as class IV and V in accordance with the provisions of Decree 1607 of 2002, they must be affiliated with the Colombian Social Security System in compliance with the provisions of the aforementioned law.

**THE CONTRACTOR** must guarantee that in case of hiring foreign personnel for the execution of contractual activities or in the infrastructure of **THE COMPANY**, regardless of whether or not there is a specific employment contract for said personnel in the national territory, a life insurance must be established covering life risks, permanent disability, medical expenses and funeral services, including those arising from the execution of contractual activities, which may be issued by a foreign Insurance Company, as long as it has coverage in Colombia. The validity of said insurance will be for the term of execution of the Contract or specific work and one (1) month more.

**THE CONTRACTOR** must ensure that foreign personnel comply with all national and international SST standards that already apply the specific regulation for tasks considered high risk (work in or near energized electrical installations, work at heights, work in excavations and earthworks, work in confined spaces, handling of chemical substances, lifting loads, transporting dangerous goods, work with exposure to ionizing radiation and work with incidence of dangerous energies).

For the authorization and execution of the works, **THE CONTRACTOR** must refer to the auditor or the person responsible for **THE COMPANY** the next documentation:

- Visa TP4, TP12, TP13 or the one that specifically authorizes the carrying out of activities and work in the Colombian territory or Permit to enter and stay where the legality of the foreign personnel is evidenced, the sending company, the time, the activity to be carried out, among others.
- Travel insurance that covers the worker against all risks derived from the contractual activities and that includes medical assistance for preexistence, which must preferably be acquired in the country of origin before traveling to guarantee coverage during the trip and must have coverage in the Colombian territory during the period of execution of the works.

#### 5.2.1.3. Identification of SST hazards, evaluation and control of risks

**THE CONTRACTOR**, before starting the contract, must establish the contract activities and the specific requirements according to Annex 1: HSEQ Requirements by Type of Provider or Contractor; in order to identify and assess the management of hazards and risks that may be generated in the development of the contract; to establish the necessary controls to the point of ensuring that any risk is acceptable. **THE COMPANY** adopts the GTC 45 Colombian Technical Guide methodology for the identification of hazards and the assessment of occupational health and safety risks.

**THE CONTRACTOR** should take into account Annex 2, which contains the SST risk assessment matrix of **THE COMPANY**. The risk level assessment is a determining element in the definition of the Occupational Health and Safety team required for the development of the contract.

#### *Annex 2. SST risk assessment matrix of TGI SA ESP*

**THE CONTRACTOR** must demonstrate an identification, assessment and determination of systematic intervention measures reaching all its routine and non-routine internal or external processes and activities, machines and equipment, all work centers and all workers, regardless of their form of contracting operation.

The continuous identification of hazards, evaluation and assessment of risks, is intended to carry out a permanent prioritization and management that allows establishing the necessary controls for the execution of the object of the contract, the matrix must consider its subcontractors, suppliers and visitors. This document must be presented to the Auditor of the contract, and must be sent for review and approval to the SST responsible for the area or work center of **THE COMPANY** prior to the commencement of activities. The hazard identification, risk assessment and assessment document must be kept up to date as defined by **THE COMPANY** and in accordance with what is established by law.

According to the type of work to be carried out, **THE CONTRACTOR** must use the JSA Methodology (Job Safety Analysis) or another validated methodology, to guarantee the continuous identification of hazards, risk assessment, aspects and impacts and determination of controls in the development of its activities, including the work carried out by its subcontractors.

**THE CONTRACTOR** must demonstrate, in furtherance of the Contract, that it has implemented risk control measures and that it evaluates the efficiency thereof, in accordance with applicable norms. The controls implemented by **THE CONTRACTOR** may be more restrictive than those established in the legislation and therefore by **THE COMPANY**, but they cannot be less restrictive than those stipulated by them. **THE COMPANY** can check this requirement at any time without **THE CONTRACTOR** stating its denial thereon.

**THE CONTRACTOR** must comply with SST management procedures established by **THE COMPANY** for its contractors. The forms and their associated documentation must be submitted within the times established by **THE COMPANY**, under penalty of not approving the works.

#### **5.2.1.4. Occupational Safety and Health Objectives:**

In accordance with the object, scope of the contract and the activity to be carried out, **THE CONTRACTOR** must establish, implement and keep documented its objectives in Occupational Health and Safety, consistent with the functions and levels defined for the execution of contractual activities with **THE COMPANY**. It is the responsibility of **THE CONTRACTOR** carry out a periodic review of the objectives and guarantee a work plan for their fulfillment.

The objectives must be clear, measurable, quantifiable and have defined goals for their fulfillment, consistent with the SST policies of the **THE COMPANY**, including commitments to the prevention of occupational injuries and illnesses, compliance with current applicable regulations and continuous improvement. These objectives must be periodically communicated to all workers, contractors and subcontractors.

In accordance with the requirements of the law, **THE CONTRACTOR** must establish, implement and keep documented a management program (s) to achieve its objectives of Occupational Safety and Health. According to the scope and type of activity, these programs may be adjusted within the execution of the Contract. The program or programs must include, as a minimum: Assignment of roles, responsibilities and authority to achieve objectives in the pertinent functions and levels, in furtherance of the Contracts, and the activities and schedule set out to achieve the SST objectives.

#### **5.2.1.5. Occupational Safety and Health Indicators:**

According to the scope and type of activities to develop, **THE CONTRACTOR** must establish, implement and keep documented the indicators that evaluate its management in SST and it must monitor them. These indicators must be consistent with the guidelines of **THE COMPANY**, must be reported and calculated periodically and must be available when required for review by **THE COMPANY**. **THE CONTRACTOR** must meet the accident rate goals that **THE COMPANY** defines and it will be its responsibility to allocate all the necessary resources to fulfill them.

**THE CONTRACTOR** must calculate and report as a minimum: Man Hours Worked, average number of workers, Number of accidents, Number of days lost due to accidents, number of days of disability due to accident and common illness, Frequency of occupational accidents indicator, Severity of occupational accidents indicator, mortality indicator, prevalence and incidence of occupational disease and absenteeism rate, for activities within the framework of the contract. In the event of a work-related illness in furtherance of contractual activities, **THE CONTRACTOR** must report it to the contract auditor and the SST responsible for **THE COMPANY**. For the calculation of the indicators **THE CONTRACTOR** will use the constant of 240,000 with a 12-month moving average (last twelve (12) months according to the reporting month and / or a monthly calculation with the constant adjusted to one month).

In the SST indicators, **THE CONTRACTOR** must bear in mind all dependent and independent workers, subcontractors, mission workers, cooperators, students and all those people who provide their services under any type of contract, under the object subscribed with **THE COMPANY**; and that they remain within the facilities, infrastructure, right of way and lands of **THE COMPANY**.

Regardless of the type of contract, number of workers or the amount of the contract, **THE CONTRACTOR** with a duration or term of the contract exceeding 30 days continuously, must be delivered each month to the Occupational Safety and Health and to the SST responsible of **THE COMPANY** the SST indicators report to contractors in the F-ASI-119 form, or reporting SST indicators under the system or technological platform that **THE COMPANY** establishes for said report; the first five (5) calendar days of each month.

#### **5.2.2. APPLICATION**

Taking into account the operational controls established for the protection of life and mitigation of the risks generated by the operation and maintenance of the infrastructure in the processes of **THE COMPANY**, the following entry protocol must be taken into account:

##### **5.2.2.1. Entry requirements for contractors and visitors.**

- Any visit or work must be previously informed (at least 8 business days in advance) to the Occupational Safety and Health.
- Any visit or work must be authorized by **THE COMPANY**.
- Prior to admission, if required, biometrics must be applied, this must be carried out.
- Every visitor or Contractor must receive the Occupational Safety and Health, environmental, energy and social entry protocol before entering and starting any activity at the gas operational centers and gas compression stations.
- Every Contractor must receive the HSEQ and Social Induction to contractors before starting any activity, whether in gas operational centers, gas compression stations or administrative headquarters.
- By signing the entry and exit form, you have read and received this induction and agree thereto.
- Documentation to submit:
  - ✓ Copy of the payment of the current ARL; risk level IV or V, to all those people who provide their services under any kind or modality of contracting, and who remain within the facilities, infrastructure, right of way and land of TGI SA ESP.
  - ✓ Copy of current health payment
  - ✓ ID document
- The use of basic personal protective equipment is mandatory for the entry and execution of activities in the operating facilities, infrastructure, right of way and on land of **THE COMPANY**, for:

#### Visitors

- 100% cotton long-sleeved shirt, 100% cotton work jean, helmet, safety boots, safety glasses, hearing protection (if applicable). As well as the one that is requested additionally by **THE COMPANY** in accordance with the activities or current legislation.

#### Contractors

- 100% cotton long-sleeved shirt, 100% cotton work jean or 100% cotton work denim. Helmet, safety boots, safety glasses, hearing protection (if applicable).
- The personal protection elements must be in accordance with the work to be carried out, so prior to carrying out the work, the list of PPE's with their respective quality specification must be delivered to the Auditor of the contract to be approved by the HSEQ Professional of the work center or area of influence of **THE COMPANY**. This information will be verified in the field by any official from **THE COMPANY**.
- Every visitor and Contractor must always be accompanied by an official of **THE COMPANY**.
- Smoking is prohibited and the carrying of matches, lighters, etc., in any area of the facilities, such as: operational centers, gas compression stations, city gates, valves, etc.
- No person may enter cell phones, pagers, or communication radios into industrial facilities if they are not explosion proof.
- The carrying of alcohol or illegal drugs and the entry of people who are under the influence thereof are prohibited.
- The entry of photographic and video cameras is prohibited, unless authorized by **THE COMPANY**.
- For its use in operational areas, a permit is required.
- Anyone who drives a **COMPANY** vehicle, and does so within its facilities, must respect the established limits and have their respective access permit and internal authorization, in accordance with the Strategic Road Safety Plan of **THE COMPANY**.

- Vehicles that require fuel such as gasoline or vehicular gas are not allowed to circulate in the operating area.
- Vehicles will be checked at the entrance and exit by the security personnel of **THE COMPANY**. These should be located only in demarcated areas and parked in reverse.
- Before starting any work, the respective Job Safety Analysis must be carried out and documented.
- All packages will be checked at the entrance and exit of the facilities of **THE COMPANY**.
- The work permit must be requested from the authority of the area and the site conditions must be verified before starting any work, according to the activities carried out.
- Any source of energy should always be blocked or isolated when intervening a team.
- Notification, investigation and disclosure of incidents is mandatory.
- **THE CONTRACTOR** is responsible for its safety and that of its personnel.
- In an emergency, you must remain calm, follow the instructions of the security personnel and go to the meeting point.
- Anyone within the facilities of **THE COMPANY** must carry his/her identification in a visible place.

#### 5.2.2.2. Occupational Safety and Health, Social Management and Environmental Plan of the Contractor

**THE CONTRACTOR** executing construction activities, high risk or that its activities are part of the missionary object of **THE COMPANY** must prepare an Occupational Health and Safety plan for the signed contract; said plan may be subject to verification and approval by **THE COMPANY**.

As a reference, the aspects that the SST plan must consider are:

- a) Description and scope of the contract.
- b) Contractor company policies.
- c) Occupational safety and health objectives
- d) Health and Safety Regulations.
- e) Hazard identification, evaluation and risk assessment specific to the contract activities.
- f) Compliance of the Integral Social Security System.
- g) Implementation and Operation System (functions, resources, responsibilities).
- h) Description of Operational Control: High-risk jobs, work permits, etc.
- i) Staff training.
- j) Communication and participation system.
- k) Documentation control.
- l) Definition of all procedures and formats applicable to the project.
- m) Identification of legal requirements in SST
- n) Description of the Occupational Health and Safety Management Programs:
  - Preventive and Occupational Medicine, Occupational medical evaluations, vaccination program, first aid kits, Absenteeism and morbidity rates (Indices in SG-SST).
  - Safety. Work clothes, personal protection elements, inspection program, job safety analysis, work permits, Road Safety, inspection of machinery, vehicles, minor tools, Handling of chemicals and dangerous substances, occupational measurements, motivation programs.
  - Emergency Plans: Emergency care procedure, Emergency Brigades, MEDEVAC.
  - Incident Investigation Program, Accidents, Reporting, corrective and preventive actions (Lesson learned).
  - Follow-up and control: (Audits)

### 5.2.2.3. Prevention, Preparation and emergency response

**THE CONTRACTOR** must develop, implement and maintain a plan for prevention, preparation and response to emergencies, which can be generated as a consequence of its work; this must cover all centers and work shifts and all workers, regardless of their form of hiring or linking.

The **CONTRACTOR** personnel must be organized and must adhere to the emergency plans of the **COMPANY** on site and willing to work in the response brigades thereof, if required.

High-risk jobs (Work in or near energized electrical installations, Work at heights, Work in excavations and earthworks, Work in confined spaces, Handling of chemical substances, Lifting of loads, Transport of dangerous goods, Work with exposure to ionizing radiation and work with the incidence of dangerous energies) and those with specific legal requirements, must have an associated rescue and emergency plan, with all the equipment and elements necessary for its execution. This will form an integral part of the general emergency response coordination plan.

**THE CONTRACTOR** must maintain at least the following items for emergency care:

- **First aid kits:** The medicine cabinets will be kept equipped with elements for the attention of health and safety events, in accordance with the identification of hazards, evaluation and assessment of the risks carried out by **THE CONTRACTOR**.  
For all types of activity object of the contract, **THE CONTRACTOR** must have portable medicine cabinets on each of the work fronts that comply with the provisions of the F-ASI-082 form. (Portable medicine cabinet tab)  
In jobs where workers are exposed to ophidian risk, the work fronts must be provided with antivenom serum according to the type and condition of the risk (Form F-ASI-082 - Portable medicine cabinet tab). The antivenom serum must be in the fixed medicine cabinets of the work site; if there is no work site, the antivenom must be in the portable medicine cabinet.  
If the site does not have qualified medical personnel, the affected worker and the antivenom serum should be sent immediately to a Level III medical center where the protocols for the supply will be established. In no case should personnel other than professionals in the branch of medicine supply the antivenom serum. All contractors' vehicles must have properly equipped first-aid kits complying with the provisions of the F-ASI-082 form. (Vehicle kit tab).
- **Stretchers:** All work fronts must be provided with a rigid stretcher with neck immobilizer for transporting the injured, with material that is easy to clean and disinfect.
- **Fire Extinguishers:** According to the hazard identification, risk assessment and valuation, carried out by **THE CONTRACTOR**. Each front and / or work center must maintain an adequate number of fire extinguishers to protect the facilities in the event of fire, according to their level of risk and the combustible materials in the place, complying with the NFPA 10 or NTC 2885 standard and other modifying, expanding, complementing or replacing standards.
- **Vehicles or means of transport:** According to the type of activity and the place where it takes place, all the work groups or crews of **THE CONTRACTOR** must have the effective means and resources to transport personnel in case of emergency.

**THE CONTRACTOR** must meet the requirements made by **THE COMPANY** for the development of mutual aid programs if, within the framework of the contract, threats of common interest are evidenced.



#### 5.2.2.4. Emergency Attention

**THE CONTRACTOR** must present an outline of the evacuation plan for medical emergencies (MEDEVAC) adjusted according to the parameters defined by **THE COMPANY**, which includes the responsibilities, action plan, effective communication possibilities, contact persons, available resources for care, travel distances, medical care centers classified by level I, II and III in the area of influence of the contract, as well as the availability of ambulances and other means of transport, both air and river, according to the geographical location of the work site; this MEDEVAC must be known by workers, visitors and contractors.

Any emergency and evacuation must be reported immediately to the ARL or EPS, the Occupational Safety and Health and the SST person responsible in **THE COMPANY**.

**THE CONTRACTOR** is responsible for informing **THE COMPANY** and to local health authorities on all mandatory reporting cases. In addition, it must comply with all legal procedures in the event of lifting and transport of corpses, informing the Contract auditor of **THE COMPANY**.

#### 5.2.2.5. Road Safety

According to the scope and type of activity, **THE CONTRACTOR** and subcontractors using vehicles to carry out their contractual activities, either to carry out the contract purpose or to transport their workers in their own or rented vehicles; must comply with what is set out in the Colombian Road Safety regulations, in the National Traffic Transportation Code, and / or with what is established in the document PL-ASI-010 Strategic Road Safety Plan in force for **THE COMPANY**, for each mode of transport to be carried out and for the execution of the activities according to the object of the contract, as applicable.

According to legal requirements, **THE CONTRACTOR** that owns, manufactures, assembles, markets, contracts or manages more than 10 automotive or non-automotive vehicles, or hires or manages drivers (Article 12 Law 1503 of 2011) must have a Strategic Road Safety Plan in force, according to the parameters established in Resolution 1565 of 2014, Decree 2851 of 2013, Law 1503 of 2011, Resolution 1231 of 2016 and other legal regulations that regulate this service, and the requirements and demands of the Strategic Road Safety Plan of **THE COMPANY** in force.

**THE CONTRACTOR** must present to the auditor, prior to the contract kick-off, the Strategic Road Safety Plan - PESV with all supporting documents.

**THE CONTRACTOR** must meet the minimum requirements in Road Safety according to the type of contract, as established in the PL-ASI-010 Strategic Road Safety Plan of **THE COMPANY** in force:

- Documentation of drivers and vehicles.
- Vehicle requirements.
- Technical characteristics and safety conditions of vehicles.
- Additional technical characteristics for vehicles on difficult access routes.
- Reflective tapes for vehicles greater than nine passengers and industrial machinery.
- Certified motorcycle helmets.
- Basic prevention and safety elements.
- Requirements for the transport of extra-heavy or oversized cargo

**THE CONTRACTOR** must maintain the documentation of the supports that validate compliance with the road safety requirements demanded by **THE COMPANY**, which may be validated in accordance with the inspection and audit programs carried out by **THE COMPANY**.

#### 5.2.2.6. Maintenance, use and inspection of machinery, equipment, and tools

According to the scope and type of activity, **THE CONTRACTOR** must guarantee that the machinery, equipment and tools to be used for the execution of the activities under the contract undergo a maintenance and inspection program that ensures optimal operating conditions. **THE CONTRACTOR** must ensure compliance with the inspection, certification and calibration criteria, established by law and regulations, for machinery, equipment and tools. Likewise, all lifting equipment and / or industrial machines accessing the Company's operations must be certified by a competent entity and certified by ONAC and previously submitted to the external auditing department and **THE COMPANY**, for their validation and approval.

The maintenance program must contemplate aspects of preventive, predictive and corrective maintenance, and have their respective support documents, resumes and inspection sheets, which will be subject to inspection and audit programs carried out by **THE COMPANY**.

#### 5.2.2.7. Personal Protection Elements and working clothes

**The CONTRACTOR** must prepare and implement a delivery plan, use control, maintenance and replacement of personal protection elements for all employees present at the work site, and pursuant to the prior identification of hazards and the evaluation and valuation of risks. **THE CONTRACTOR** must have a matrix that considers the risks associated with the position and the necessary PPE, this must be available for review of **THE COMPANY** when requested.

It is the obligation of **THE CONTRACTOR** to deliver work clothes appropriate to the work, weather conditions and gender of its employees, with the identification requested by **THE COMPANY**, for works within the framework of Gas transportation processes and in the gas transportation infrastructure, the work clothes delivered must be 100% cotton and without any metallic elements. No worker from **THE CONTRACTOR** or subcontractor, may be in the facilities, infrastructure, right of way or on land of **THE COMPANY** without wearing or using the defined personal protection items and work clothes. In case of breach of this requirement, the worker will be removed from the area until the deficiency is remedied.

The working clothes and personal protection elements that have deteriorated, damaged or in bad condition shall be replaced immediately as required, regardless of the time of use thereof. The control of this process is the responsibility of the **CONTRACTOR**, as well as the final disposal of personal protection elements not being used.

**THE CONTRACTOR** must train personnel on the use of personal and collective protection elements, as well as the risks and security measures for work in the Gas transportation infrastructure, in compression stations and gas pipelines. For activities in operational infrastructure of **THE COMPANY**, at least the workers of **THE CONTRACTOR** must have: Safety boots (dielectric when applicable), gloves, safety glasses, hearing protection (double when required), type 1 class E helmet and workwear type overalls or industrial type pants and shirt.

All personal protection elements that **THE CONTRACTOR** provides to its workers must be certified under the specific standards defined by law and / or technical regulations that apply according to the activity to be carried out.

**The CONTRACTOR** shall comply with the supply, replacement and control of personal protection elements for all workers, in accordance with the current regulation, and based on the risks identified in the corresponding evaluation. Likewise, it must ensure compliance of national and international quality norms required for each element. Such elements shall comply with the international quality norms:

- Safety hard hats - ANSI Z-89.2, Icontec or equivalent norms
- Face and eye protection, ANSI Z-87, Icontec or equivalent norms.
- Hearing protection, ANSI Z-3.19, Icontec or equivalent norms
- Breathing protection, NIOSH, MSHA, Icontec or equivalent norms.
- Protection clothing, OSHA, Icontec or equivalent norms.
- Hand protection, OSHA, Icontec or equivalent norms.
- Foot protection, ISO, Icontec, ANSI or equivalent standards.

**The CONTRACTOR** shall consider the following minimum criteria to prepare or update its personal protection element program:

- a. Identify which are the risk factors present, based on the activities executed. (Included in the PFR).
- b. Identify personal protection elements used, as well as their use and maintenance.
- c. Determine, based on each function carried out, which are the protection elements required, specifying the technical characteristics of each.
- d. Establish delivery specifications or records for personal protection elements, evidencing characteristics, useful time, delivery date.
- e. Establish training program for employees that require personal protection elements on the importance of their adequate use, cleaning and maintenance.
- f. Establish a program to inspect the status and use of personal protection elements furnished.

**THE COMPANY** demands from **CONTRACTOR** the following minimum requisites:

- a. PPE Matrix (personal protection elements) indicating type, technical requisites, use instructions, replacement periods, control scheme and final disposal mechanism.
- b. All PPE technical specifications must be available.
- c. Use socialization standard establishing use instructions, self-care, cleaning procedures to ensure the understanding of all persons, regardless of their literacy level.
- d. **The CONTRACTOR** shall publish signs on the sites where the use of personal protection elements is required and mandatory, indicating such requisite and the mandatory nature thereof.
- e. Contaminated PPE shall be managed as hazardous waste, in accordance with the demands of this Document to manage this type of residue, and the regulation in force.

#### **5.2.2.8. Occupational medical evaluations**

**THE CONTRACTOR** must periodically monitor the effects on the health of workers according to the analysis of health and work conditions and the prioritized risks for each person; in this sense, the occupational medical evaluations of entry, exit and periodic must be carried out to all personnel, in compliance with the law, and all those repealing, modifying, expanding or replacing regulations.

In accordance with the scope of the contractual object and the activities to be carried out, **THE CONTRACTOR** and its Subcontractors must keep available the profesiogram, certificates of medical aptitude and the list of recommendations and restrictions of their workers, with their epidemiological surveillance programs in accordance with the analysis of health and work conditions and the prioritized risks and their monitoring. In all cases **THE CONTRACTOR** must ensure that its workers' entrance examinations include at a minimum: evaluations of visual, respiratory and hearing conditions.

It is the responsibility of **THE CONTRACTOR** to guarantee that all the information related to the medical history of the workers has the confidentiality treatment required by the current legal regulations and that the medical examinations and evaluations are carried out by suitable and competent personnel in accordance with the legal requirements.

Should **THE CONTRACTOR** have a direct service order with **THE COMPANY**, it must deliver a copy of the pre-occupational or entry medical exam to the contract auditor; this exam will be valid for a maximum of three (3) years and will be valid for all contracts signed by **THE CONTRACTOR**, as long as the highest risk factor to which it will be exposed in all contracts has been assessed. In the event of losing its status as a contractor for a period of more than six (6) continuous months, the exam must be taken again.

#### **5.2.2.9. Public health in the region and vaccination**

In accordance with the contractual object and the scope of the activities, **THE CONTRACTOR** must have a plan for the prevention and control of endemic diseases typical of the region of the place of work, it must keep the information on diseases and epidemics updated, adjusting its health plans according to the characteristics of the region. Within the plans for prevention, **THE CONTRACTOR** must apply the necessary vaccination schemes in accordance with the characterization of endemic disease and public health of said places. Without prejudice thereto, **THE CONTRACTOR** must ensure that all its workers who carry out activities in facilities, infrastructure, right-of-way and land of **THE COMPANY** have the current vaccination scheme against tetanus toxoid.

For activities carried out in geographic areas with a high prevalence of yellow fever, vaccination of the contractor's personnel must be ensured.

In the event of a Pandemic; **THE CONTRACTOR** must comply with all current National and Departmental regulations, likewise, **THE CONTRACTOR** must establish protocols and procedures for **THE COMPANY** for the execution of the activities that are the object of the contract; and in turn, **THE CONTRACTOR** must establish its own protocols aligned with those established by **THE COMPANY**.

#### **5.2.2.10. Implementation and Operation of Occupational Safety and Health**

**THE CONTRACTOR** must submit to **THE COMPANY** the Occupational Health and Safety Subprogram, meeting the minimum requirements in accordance with current regulations, adjusted for the activities to be carried out under the contract and corresponding to the Risk Matrix presented. At the beginning and during the execution of activities, should any change or update be required, this situation shall be notified to **THE COMPANY** for its corresponding validation and it must be subsequently socialized and adjusted by **THE CONTRACTOR**, who shall have all records available to **THE COMPANY**, as required.

**THE CONTRACTOR** must have available at the work site, all the equipment to perform measurements or tests that are required for the verification of the work, for example: explosimeters, sound level meters, lux meters, thermocouples, equipment for measuring electrical variables, etc., when apply. These pieces of equipment must

have their respective calibration certificate accredited by the authorized ONAC entity or verification or both, which must be delivered to the Auditor of the contract for validation by those responsible for SST of **THE COMPANY**, depending on the area.

When the development of the contract requires the measurement of Occupational Safety and Health and Environmental Management variables, such as: lighting, particulate matter, air quality, noise monitoring and water characterization, among others; **THE CONTRACTOR** must present to the Occupational Safety and Health or to the area that **THE COMPANY** designates, the calibration certificates of the equipment used for said measurements, guaranteeing the traceability of the standards used and the certification and / or accreditations by the competent bodies, complying with the protocols provided by current legislation.

**Operative standards and procedures:** **The CONTRACTOR** must have, for each activity to be carried out within the contract scope, HSEQ procedures and standards. This way, it shall provide copy of these procedures and standards to **THE COMPANY**, ensuring that its personnel, subcontractors and suppliers:

- a. Are aware, prior to undertaking activities, of such documents.
- b. During the execution of activities, observe and comply with all the procedures established.

**THE COMPANY** may request the **THE CONTRACTOR** to complement its procedures and HSEQ standards, if they lead to a decrease in risk exposure; taking into account the safety standards for critical tasks that **THE COMPANY** has in furtherance of the contract.

In all cases, **THE CONTRACTOR** shall notify **THE COMPANY** about any change on its procedures and standards, which shall be analyzed by **THE COMPANY**, who may accept them, reject them or request modification in proportion to the level of controls and risk exposure involved.

Prior to undertaking activities, as in other works to be carried out, the **CONTRACTOR's** HSEQ responsible will define the operative procedures to follow in furtherance of the activities under the contract, and which allow for the satisfactory compliance of the HSEQ material requirements by **THE COMPANY**.

- a. **The CONTRACTOR** shall ensure that the instruments used to ensure work safety are duly calibrated, adhere to a world pattern, comply with the national regulation at the very least and, in general, offer optimum conditions to carry out a safe work, reducing the risks of activities under the contract to the maximum.
- b. **The CONTRACTOR** must ensure that the personnel carrying out activities have the adequate labor competences, the labor competence norms required and other requisites derived from the current regulation.
- c. **The CONTRACTOR** must obtain, prior to undertaking the activities under the contract, all the permits to carry out the work regarding health protection and to ensure the safety of people and assets.

#### **5.2.2.11. Permit to Work Procedure**

**THE CONTRACTOR** must apply to the area authority for work permits for all activities carried out in the facilities, right-of-way and land of **THE COMPANY** filling out the F-ASI-135 or F-ASI-078 form, according to the indications of **THE COMPANY**, considering the current Permit to Work Procedure.

For the development of activities in the right of way of the transport infrastructure or infrastructure facilities of **THE COMPANY** in which no **COMPANY** personnel are assigned or found, such as area authority, and in accordance

with the provisions of Resolution 1409 of 2012 of the Ministry of Labor, Resolution 0491 of 2020 of the Ministry of Labor, Resolution 5018 of 2019 of the Ministry of Labor, **THE CONTRACTOR** must guarantee its own procedure on work permits that meets the provisions of the aforementioned regulations and those that apply in a particular way to those developed within the framework of the contract. **The CONTRACTOR** shall clearly establish the assignment of roles and responsibilities of all employees within the permit to work scheme (i.e. area supervisors, specific area operator, atmosphere inspector, executors, etc) and follow the specific safe and rescue procedures for a each type of job.

Prior to the execution of any activity, **THE CONTRACTOR** must carry out a hazard identification, assessment, risk assessment, and establishment of controls for people, the environment, and infrastructure. This activity must have a verifiable record; in addition **THE CONTRACTOR** must physically have the following information available at the site or place of execution of the activities for **THE COMPANY**: Activity procedure, job safety analysis, work permit, emergency plan, including rescue plans when they apply MEDEVAC, social security payments, inspections and other documentation that ensures the activity.

#### **5.2.2.12. Job Safety Procedures**

In accordance with the legal requirements, the contractual object and the activities associated with the development of the contract, **THE CONTRACTOR** must develop, implement and maintain Job Safety Procedures. For the execution of high risk works (Work in or near energized electrical installations, Work at heights, Work in excavations and earthworks, Work in confined spaces, Handling of chemical substances, Lifting of loads, Transport of dangerous goods, Work with exposure to ionizing radiation, hot work and work with incidence of dangerous energies), the development and implementation of the aforementioned procedures is an essential requirement.

For the evaluation and control of security risks; **THE CONTRACTOR**, before the commencement of activities must explain to **THE COMPANY** the way in which it will execute the respective plans and programs to control particular risks. If at the beginning, additional risks not included are found, such situation must be reported to **THE COMPANY** for their respective validation.

**The CONTRACTOR**, apart from the plans generated in its risk analysis, and in accordance with an action plan, shall provide **THE COMPANY** the following plans and programs to control the following risks, if applicable to their operation:

- a. Hazardous substance management.
- b. Pre-operational review management.
- c. Lockout and tagout.
- d. Load management and lifting.
- e. Hazardous energy management
- f. Electrical work especially when lockout is required.
- g. Work at heights.
- h. Work in confined spaces
- i. Road safety strategic plan.

#### **5.2.2.13. Work in or near energized electrical installations**

In accordance with the provisions of current RETIE legislation and the provisions of Resolution 5018 of 2020 of the Ministry of Labor, the activities of construction, modification, repair, operation and maintenance of electrical installations can only be carried out by:

- a. Electrical, electromechanical, distribution and electrical network engineers, in accordance with Laws 51 of 1986, 842 of 2003, and all others that adding, modifying or replacing it. Electronic engineers, Control Engineers and other specialized engineers in activities related to electrical installations, may only execute the part or component of the electrical installation that corresponds to their specialization and technical and legal competence.
- b. Technologists in electricity or electromechanics, in accordance with Law 842 of 2003 and in relation to its Professional Council, it will be governed by Law 392 of 1997 in accordance with the provisions of Sentence C - 570 of 2004.
- c. Electrical technicians in accordance with Laws 19 of 1990 and 1264 of 2008, in the scope established by their professional registration for the exercise of the profession at a medium level.

The certification of competencies must be in accordance with Resolution 40259 of 2017.

The contractual activities related to electrical installations, but which are not directly associated with risks of electrical origin, such as, opening of regattas or excavations, civil works, laying of conductors, sprinkling and pruning of easements, erection of poles, operations of crane and in general the activities carried out by the electricity assistants, may be carried out by Warned Persons, according to the definition established in the RETIE.

**THE CONTRACTOR** must ensure that in no case will work on electrical installations be carried out without the respective training and authorization. Only qualified, authorized and / or warned persons can carry out maintenance, modification and repair activities of the electrical installations and / or equipment, as well as access thereto.

**THE CONTRACTOR** must ensure that for any type of work in or near energized electrical installations, the executors have all the equipment and tools necessary for the work. According to the scope of the contractual activities, the following should be considered among others: communications equipment, equipment to comply with golden rules, dielectric gloves and dielectric tools according to the voltage level of the installation to be intervened; all equipment and tools must be certified and comply with the tests and technical standards that guarantee their characteristics and effectiveness in protection. Additionally, it must guarantee the preparation and dissemination of a specific emergency plan for the activity, which considers the risks of electrical origin and the availability of all the elements and equipment necessary to attend any type of contingency that may arise, according to the level of voltage of the installation in which it is working.

**THE CONTRACTOR** must ensure that all construction, maintenance and operation activities involving electrical equipment and installations are adequately planned, programmed, executed and supervised by qualified personnel authorized by the technical and administrative authorities of **THE COMPANY**, and are aligned with the criteria and procedures that **THE COMPANY** establishes. No one may enter electrical installations without the proper authorization and without complying with the entry and execution permit procedures that **THE COMPANY** establishes.

**THE COMPANY** reserves the right to suspend work or activities at any time if it is not complying with the established safe procedures, the SST standards, signaling and minimum distances (electrical risk), established in each case, which are identified below.

<b>NOMINAL VOLTAGE BETWEEN PHASES (kV)</b>	<b>MINIMUM DISTANCE (m)</b>
up to 1	0,40
7,6/11,4/13,2/13,8	0,95
33/34,5	1,10
44	1,20
57,5/66	1.40
110/115	1.80
220/230	2,8
500	5,5

<b>VOLTAGE OF THE INSTALLATION</b>	<b>DISTANCE (m)</b>
Isolated installations less than 1000V	0.4
Between 1 and 57,5kV	3
Between 57,5 and 110kV	4
Between 110 and 230kV	5
Greater than 230kV	8

#### 5.2.2.14. Work at Heights

In accordance with Resolution 1409 of 2012 and other associated regulations or those that modify it, **THE CONTRACTOR** carrying out work at height must have a Fall Protection Program that includes the on-site availability of protection elements and systems, the Rescue Plan and the certified competence of the personnel who carry out said activities; Likewise, it must have a designated work at height coordinator, capable of identifying hazards at the site where work at height is carried out, who has the authorization to control the risks associated with said hazards.

During the execution of work at height, **THE CONTRACTOR** must guarantee the permanence, 100% of the time, of the work coordinator at heights who endorses the work permit. All its workers who carry out work at height must have their competence, a certificate of psychophysical aptitude for the development of these tasks, as well as the equipment defined in the work procedures annexed to the work permit and must be in accordance with Resolution 1409 of 2012 .

**THE CONTRACTOR** must ensure that all authorized workers have the appropriate personal protection elements for the task (suitable footwear, gloves, eye protection, suitable clothing, head protection with a 3-point chin strap).

Annex to the work permit and the certificate of support for work at heights **THE CONTRACTOR** must attach a

- document stating that it has the education and training at the advanced level or certification of labor competence for work at heights and / or the respective retraining when the latter exceed 1 year of issuance.
- Certificate of psychophysical aptitude with a validity not exceeding 1 year
- Checklists of pre-operational inspections of fall protection equipment which must be certified or sign the inspection declaration established in the supporting certificate for work at heights.



- Emergency plan and rescue at heights specific for the activity with the certified equipment (for rescue and / or protection against falls) necessary to apply said procedure and competent personnel for its development.

In the event that the works are close to energized electrical installations, **THE COMPANY** may request the use of dielectric Fall Protection Equipment (EPCC), without generating additional costs to those contractually agreed.

**THE CONTRACTOR** must ensure that all access systems for work at heights, such as scaffolding, ladders, personnel lifts, cranes with basket and all those means whose purpose is to allow access and / or support of workers to places to carry out work at heights, meet the criteria for certification, inspection and selection requirements established in Resolution 1409 of 2012. The assembly and / or operation of all access systems for work at heights must be inspected by the work coordinator at heights in accordance with the instructions given by the manufacturer or a qualified person.

**THE CONTRACTOR** must present for each training center where the training courses and certification of safe work at heights of the workers object of the contract have been carried out, the authorization of the Ministry of Labor that endorses the provider of the training and training service in protection against falls in work at heights according to Resolution 1178 of 2017.

**THE CONTRACTOR** shall comply with each of the items of the “Technical Regulation for Safe Work at Heights” in force, for the entire operation, work or displacement made starting at 1.50 meters or more on a lower level.

In addition, **THE CONTRACTOR** undertakes that no employee, subcontractor or supplier will be able to carry out work at heights without having the minimum requirements defined in the law.

#### **5.2.2.15. Excavation and earthworks**

In accordance with the contract object and scope of activities, **THE CONTRACTOR** must guarantee compliance with legal requirements including the 2014 Ministry of Labor excavation guide.

According to the conditions of the excavation, from the planning stage, it should be verified with the coordinator of works at heights of **THE COMPANY** the applicable legal requirements regarding work at heights based on the controls defined in the HSE plan presented by **THE CONTRACTOR**.

In all excavations of more than 1.2 meters, the contractor must establish controls for the risks associated with hazardous atmospheres and carry out measurements that allow establishing that the atmosphere inside the excavation is safe, if there are indications of the possibility that the atmosphere is no longer safe. The measurements must be recorded and the periodicity will be defined by **THE CONTRACTOR** according to the type of work and the depth of the excavation, this periodicity must be listed in the risk analysis for the task. All measurement or control equipment used must be certified and registered for sensor adjustment. In the event that air quality conditions are not optimal, a forced ventilation system must be installed to ensure the safety of workers during the execution of the task.

In some trenches of more than 1.2 meters and very specific excavations that can be established with the same risks of confined spaces, **THE CONTRACTOR** must present in the HSE plan the way in which it will adopt the safety controls in these excavations and the way in which it will establish controls that satisfy the requirements of Resolution 0491 of 2020, issued by the Ministry of Labor (which establishes minimum safety requirements for the

development of work in confined spaces). A supervisor or inspector must be appointed to verify and control the specific safety conditions for the execution of excavation work.

All planning of an excavation work must have an emergency plan that includes rescue plans according to the risks of the task and with the respective safe work procedures.

When the excavation exceeds a linear distance of 7 m, the distance from the job site to the exit point should not exceed 7 m. When the access system is portable ladders, these must protrude 1 m from the edges of the excavation, in case of requiring the passage of personnel over the excavation, the requirements of walkways and ramps with handrails applicable from Resolution 1409 of 2012.

All excavations must be adequately secured or internally protected by wooden or metal frames, to avoid accidents caused by landslides. The structures and the shoring used in excavations with a depth greater than 3 m must be approved by qualified or competent personnel. Tools, equipment, stones, and excavated soil must be at least two meters away from the edges of the excavation.

Adequate signage and physical and / or visual barriers must be in place to prevent personnel from approaching and / or falling within the excavation, as well as adequate lighting conditions for the execution of the work. Where applicable, prevention signs and barriers should be placed to prevent accidents caused by vehicular and pedestrian traffic.

**THE CONTRACTOR** must ensure that, for the execution of all excavation and earthmoving activities, the specific SST management documentation for the activity is completed and is available for review and approval. The availability of Job Safety Analysis (JSA), Work Permits, Support Certificates, equipment inspection certificates, among others, must be guaranteed as a minimum.

**THE CONTRACTOR** must ensure that, for the execution of all excavation and earthmoving activities, it has the documentation to ensure the risks in furtherance of the excavation, including plans and / or diagrams of all types of lines in use or not in use, existing in the area to be excavated incorporating the applicable controls in the risk analysis. Said plans must be delivered by the area authority.

In all excavation activities, **THE CONTRACTOR** should refrain from breaking underground red concrete, as this indicates the presence of power lines. In case of finding it, it must suspend the excavation and inform the Auditor of **THE COMPANY**.

If the excavation does not have a soil study, it must be less than 6 meters deep, more than 0.60 meters wide and a slope of at least 1.5: 1 meters on each side. With the exception of excavations where technical or design restrictions prevent it, any excavation with a depth greater than three (3) meters that is not designed to control the walls of the excavation, must be carried out on terraces, slopes or other measures of control taking into account the type of terrain where the work is being carried out.

Should **THE CONTRACTOR** require to carry out excavation activities near gas transport pipes, it must guarantee the structural stability of the pipeline by avoiding impacts or mechanical damage thereto. Mechanized excavation will be allowed up to fifty (50) cm above the upper level of the pipe. In the event of damage to the pipeline, the excavation must be suspended and immediately notified to the Auditor of **THE COMPANY**. In areas close to gas transport or process pipelines, the axis of the pipe and the burial depth should be marked.

In the case of earth moving works (construction of landfills, earthworks, etc.), **THE CONTRACTOR** must place the corresponding preventive signs and beacons on the roads surrounding the work and strategic sites due to the traffic of vehicles, heavy equipment or pedestrians. If rains occur during the execution of excavation or land removal works that generate the risk of landslides, the works must be suspended until the ground presents optimal drainage and stability conditions. Likewise, within the risk analysis, the materials with which shoring and sheet piling will be built should be considered, considering their resistance according to the conditions of the site (humidity among others).

According to the type and place of excavation, barriers and / or ditches for the conduction of rainwater or runoff must be built to guarantee the technical and safety conditions within the excavation.

According to the scope of the excavation work, **THE CONTRACTOR** will identify and determine the additional requirements established by the Guide for Safe Work in Excavations, published by the Ministry of Labor, Resolution 2400 of 1979 and Resolution 2413 of 1979.

#### **5.2.2.16. Work in confined spaces**

All activities in places that have the following characteristics will be work in a confined space:

- They are not designed for the continuous occupation of the worker.
- It has restricted means of entry and exit (dimension and / or shape) or are limited (quantity).
- They are large and configured enough to allow a worker's body to enter.

In accordance with the contract object and scope of activities, **THE CONTRACTOR** must guarantee that, in accordance with article 12 of resolution 0491 of 2010, it has a management program for work in confined spaces; said program must correspond to the reality of **THE COMPANY**, regarding the necessary measures to implement (prevention and protection) in the workplace in a comprehensive and interdisciplinary way, to prevent the occurrence of accidents and occupational diseases that can be generated in confined spaces.

If in the process of identification, verification and evaluation of hazards, the measurement of atmospheres during the execution of activities in confined spaces is determined as a control, the person in charge must record these in the work permit and its annexes.

All documents such as checklists, hazard analysis by activity, work permits and supporting documentation (safety data sheets, calibration certificates, copy of the certificates of training in confined spaces of the personnel according to established roles, copy of Occupational medical examinations that declare them suitable for work in confined spaces and a copy of the current social security with contribution in risk class V), must remain in furtherance of the work in the place where the contracted activity is carried out.

Cancellation or closure of work permits. The area authority must cancel work permits when a task is completed or when new conditions exist that significantly affect the task. The new conditions should be noted on the canceled permit and used when reviewing the management program. It is required that **THE CONTRACTOR** keep all work permits according to the parameters indicated in the SG-SST.

For all activities carried out in confined spaces, the hazard analysis by activity must be completed, listing all possible hazards, analyzing and evaluating all possible derived risks, both in normal operation and during the care

of a possible emergency; likewise, the work permit independent of the activity to be carried out must be filled out. Said documents must always be filled out and available for review and approval.

The use of preventive measures does not exempt **THE CONTRACTOR** of its obligation to implement protection measures that must be included in the Work Management Program in Confined Spaces, which must comply with the requirements of Resolution 0491 of 2020

**THE CONTRACTOR** must guarantee the protection measures that may be applicable (article 19 resolution 0491 of 2010), in order to protect the worker and control the risk factors present during the execution of activities in confined spaces and mitigate the consequences in case of occurrence any event. **THE COMPANY** must define the protection measures to be used, according to the related activity hazard analysis.

**THE CONTRACTOR** must assume that any confined space contains a potentially hazardous atmosphere; therefore, it will monitor it and record the results, taking into account the following considerations:

- Measurements should be made prior to performing the work or at each entry into the confined space.
- These measurements should be made from outside or a safe area.
- This previous measurement must be stratified, in accordance with that defined in resolution 0491 of 2,020 article 21.
- In the event that the entire space cannot be reached from the outside, progress should be made gradually, carrying out a stratified monitoring and with the necessary preventive measures from fully controlled areas. In case of finding risks or dangerous atmospheres, carry out the pertinent risk reassessment.

In the event that the previous measurement indicates that a dangerous atmosphere is present or may be present, the controls defined by **THE COMPANY** must be implemented. If after the controls are implemented, dangerous atmosphere conditions are maintained or the hazard analysis indicates that it may occur (emergent risk), continuous measurement should be carried out.

Measuring equipment conditions:

- a) The equipment for measuring gases and vapors must be verified and maintained in accordance with the specifications given by the manufacturer.
- b) The monitoring equipment must be direct reading.
- c) The equipment must have audible and visible alarms, of intensity according to the conditions in the workspace, which are activated when the concentration of the monitored gases in the confined space atmosphere exceeds the limits mentioned in resolution 0491 of 2020 article 21 . In case of work in conditions of high noise level, portable equipment will be required to have a vibrating alarm.
- d) For prolonged exposure work, it is necessary for the equipment to include an alarm, not only when a dangerous instantaneous level is exceeded, but also when threshold limit values are reached for accumulated exposure in periods of 15 minutes and 8 hours in accordance with the provisions of the American Conference of Governmental Industrial Hygienists (ACGIH).
- e) Equipment must be protected against electromagnetic interference and radio frequency interference.
- f) The equipment must monitor the concentration of oxygen and flammable gases in a standardized way, and depending on the estimated risks present, carbon monoxide, hydrogen sulfide and other toxic gases must be monitored.
- g) The equipment must be certified as intrinsically safe by a recognized international body.

- h) The equipment must offer some means of indication about the continuity of the electrical supply. Portable equipment operated by rechargeable or disposable batteries must include an audible and visible alarm that indicates when they are close to being depleted. The team must also have some means of assessing the remaining load at any time, in order to plan the length of admission.
- i) In the event that portable equipment is used, it must have a secure attachment mechanism to the worker's clothing.
- j) If fixed equipment is used for the evaluation of the atmosphere installed inside the space, prior to entering the space, there must be a visible indication of the monitored parameters. If portable equipment is used, there must be a suction system by means of an electric pump incorporated into the measurement equipment and a probe that will be introduced into the confined space, of a sufficient extension to meet the requirement of stratified measurement.
- k) For permanent control of the atmosphere within the confined space, the entrant will carry a portable equipment with a pump or by diffusion that performs measurements within the breathing zone and must monitor the concentration of oxygen, flammable gases; depending on the estimated risks present, carbon monoxide, hydrogen sulfide and / or other toxic gases that have been considered as present or that may be presented as a product of the activity or work must be monitored before entering the space.
- l) Function and fit tests should be performed on all sensors required for the activity, in accordance with the manufacturer's instructions.

**THE CONTRACTOR** must ensure that the site has competent personnel to carry out work in confined spaces, in accordance with current regulations. These personnel are listed below:

- a) Administrator of the management program for work in confined spaces.
- b) Supervisor for work in confined spaces. Worker in charge of supervising the development of activities. When a work permit is required, it will be the person in charge the one responsible for coordinating the entry, authorizing, rotating, denying, suspending or canceling the permit in confined spaces in the same work center or nearby areas to which they can go immediately. It must be easily identifiable.
- c) Supervisor for work in confined spaces Worker who must remain at the entrance to the confined space. Their responsibilities, among others, are:
- d) Verify the conditions of safe entry to the confined space, monitoring and in case of a critical situation, it must activate the emergency response plan.
- e) Monitor entry operations when there are workers from more than one employer and / or contractor carrying out activities in the confined space.
- f) Incoming worker. It is the trained worker, authorized to carry out the activities entrusted by the employer and / or contractor within the confined space, complying with the prevention and protection measures of the management program for work in confined spaces.

**THE CONTRACTOR** must carry out permanent measurement of contaminants, flammable substances and oxygen levels within the confined space. All measurement or control equipment used must have current certification and calibration.

**THE CONTRACTOR** must ensure that the following parameters are preserved when running confined space jobs:

<b>Oxygen Concentration</b>			
<b>Item</b>	<b>Substance</b>	<b>Minimum concentration</b>	<b>Maximum concentration</b>
01	Oxygen	19.5%	23.5%
<b>Flammable and explosive gases</b>			

Item	Substance	LIE	LSE
01	Methane	5%	15%
02	Pentane	1.5%	7:8%
03	Propane	2.1%	9.5%
Toxic gases			
Item	Substance	TWA (08 Hours)	STEL (15 minutes)
01	Hydrogen sulfide	01 ppm	05 ppm
02	Carbon monoxide	25 ppm	NE
03	Carbon Dioxide	0.5% vol.	3.0% vol.
04	Nitrogen	Simple suffocating	NE

The above values may change, depending on updates given by the American Conference of Governmental Industrial Hygienists ACGIH.

For the execution of work in confined spaces, the work procedure must be established and disclosed, as well as the action procedure in case of emergency and action procedure for when the presence of flammable and / or toxic gases or vapors or low levels is detected. oxygen. In case the levels are outside the established ranges, the works must be stopped and the workers must be evacuated from the area.

**THE CONTRACTOR** must guarantee compliance with the provisions of Resolution 0491 of 2020, issued by the Ministry of Labor and the associated regulations or applicable nationally or internationally for the assurance during the performance of work in confined spaces within the framework of contracts with **THE COMPANY**.

#### 5.2.2.17. Chemical Substance Handling

In accordance with the contract purpose and scope of the activities to be carried out, **THE CONTRACTOR** must have a program for the safe handling of chemical products, in accordance with what is defined in the Globally Harmonized System (GHS, which must be updated based on applicable national and international legislation and throughout the execution period of the object of the Contract and with the provisions of P-ASI-033 Procedure for the Safe Handling of Chemical Substances of TGI S.A. ESP.

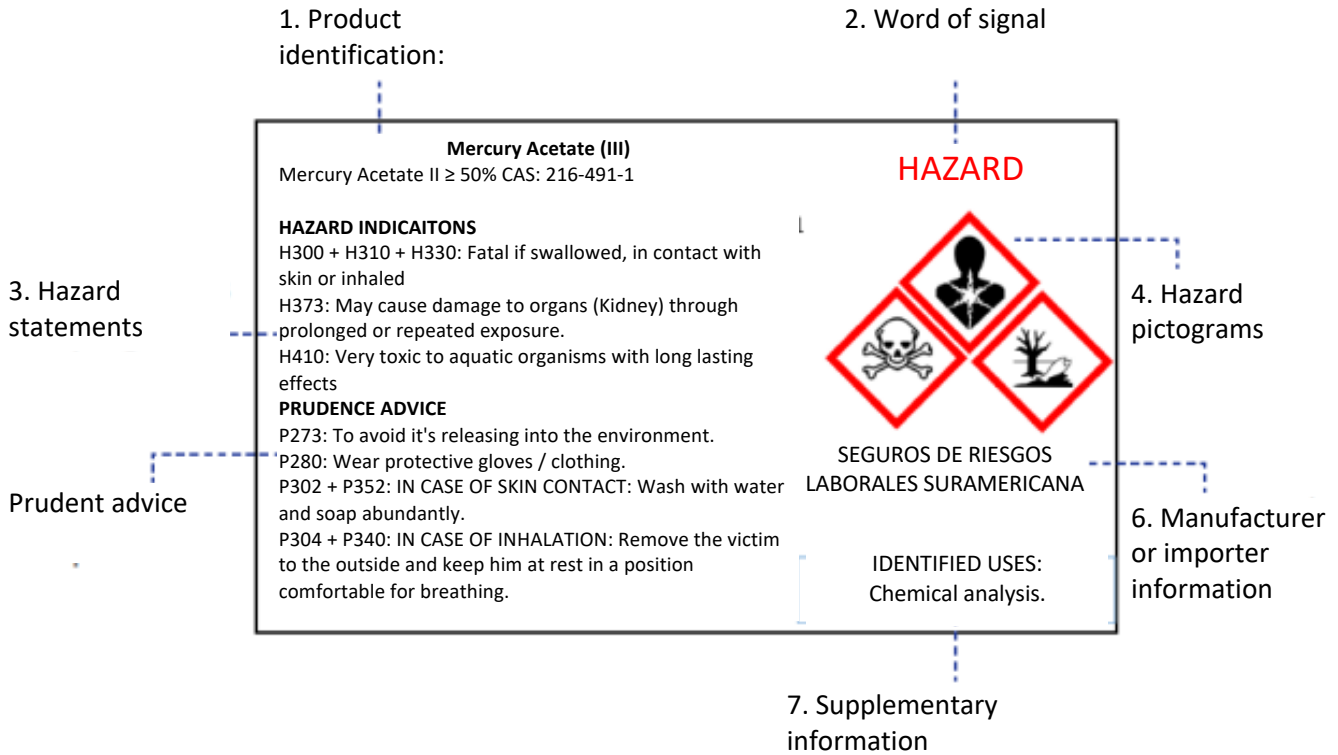
**THE CONTRACTOR** must comply with Decree 1496 of August 6, 2018; where it can find the keys to legal understanding to adopt the Globally Harmonized System (GHS) and the UN chemical labeling. Sixth edition 2015. Additionally, it must follow the guidelines established by **THE COMPANY**, in its program for safe handling of chemicals.

**THE CONTRACTOR** must meet the following requirements for the safe handling of chemicals:

- Carry out the Inventory of the chemical products used in the project, registering them in the F-ASI-084 Inventory of Chemical Substances.
- Safety data sheets as defined in the GHS.
- Chemical products labeled in accordance with the provisions of the GHS.
- Chemical compatibility guide matrix published in the workplace.
- Training in safe handling of chemical products, according to the EMS.

The information that the labels of the chemical products and the safety data sheets must contain, according to GHS, is listed below.

**LABELS**



- 1. Product identification:** Chemical name of the substance and CAS No. For mixtures, the commercial name of the mixture and the name of the substances that classify the mixture as hazardous must be indicated, if applicable. It must match the safety data sheet.
- 2. Warning word;** Indicates the severity of the hazard listed on the label to indicate the existence of a potential hazard. In GA they can be "Danger".
- 3. Hazard statements:** They are assigned to a hazard class or category and describe the nature of the hazards associated with the product.
- 4. Hazard or Caution Pictograms:** Graphic element used to convey specific information about a certain hazard.
- 5. Precautionary statements and precautionary pictograms:** It describes the recommended measures to reduce or prevent the harmful effects of exposure to a dangerous product, due to improper conservation or storage of that product: the precautionary pictograms can be used when authorized by the competent authority.
- 6. Manufacturer Identification:** Name, address and telephone number of the manufacturer or importer.
- 7. Supplementary information:** Non-harmonized information included by the manufacturer, this should not interfere with the information of the GHS.

**SAFETY DATA SHEETS;** must contain 16 items:

1. Product identification

2. Hazard identification:
3. Composition / information on ingredients.
4. First Aid.
5. Fire-fighting measures.
6. Measures to be taken in the event of accidental spillage.
7. Manipulation and storage.
8. Exposure controls / personal protection.
9. Physical and chemical properties.
10. Stability and reactivity.
11. Toxicological information.
12. Eco toxicological information.
13. Information regarding the disposal of the products.
14. Information relating to transport.
15. Regulatory information.
16. Other information.

Additionally, they must indicate their date of elaboration or update. And according to Decree 1496 of 2018, manufacturers and importers should review the information on labels and safety data sheets every five years and update it if necessary in accordance with said review.

**The CONTRACTOR** must submit basic information on hazardous materials and chemical and hazardous products with respect to inventories, identification and classification systems, labelling, PPE, material safety data sheets and emergency cards for transportation. Any chemical product that is repackaged must be immediately identified, controlled and properly stored. For the identification of dangerous chemical products, the classification will be used based on the guidelines of the Globally Harmonized System of Classification and Labeling of Chemical Products. Decree 1496 of 2018.

In contracts where it is processed, manipulated or worked with agents or substances classified as carcinogens in group 1 of the classification of the International Agency for Research on Cancer (IARC) or with acute toxicity according to the criteria of the Globally Harmonized System (Category I and II) substances that cause diseases, it must be verified that the risks associated with these substances must be prioritized and preventive or intervention actions be carried out, as well as their storage, when this is carried out in the facilities of **THE COMPANY**.

It must also be ensured that the specific SST management documentation for the activity is completed, is available for review and approval and includes the associated risk with respect to the specific substances that are subject to management, the availability of: Job Safety Analysis (JSA), Work Permits, Support Certificates, equipment inspection certificates, among others.

**THE CONTRACTOR** must comply with the procedures set out by the legal norms in force applicable and by the **COMPANY** for the purchase and entry of hazardous materials, transportation, storage, use, handling, disposal of residues and emergency response. **The CONTRACTOR** personnel that use and handles these materials must be included in the specific training and competency programs to be carried out by the **CONTRACTOR**.

For the execution of activities that involve the handling of chemical products, **THE CONTRACTOR** must submit a specific Emergency Plan that considers, among others, the risks, action plan, responsibilities and other aspects that guarantee the adequate management of any emergency in the framework of the works. It must be ensured that all personnel know the procedure for handling chemical products, the emergency plan and the safe procedures to guarantee optimal execution. In that sense, **THE CONTRACTOR**, must carry out a daily safety briefing



before starting the work, in order to analyze the specific risks of the task to be carried out, disclose the procedures, the required controls, the roles, responsibilities, among others.

When there is a need to store chemical products, a specific place or area must be available with the respective compatibility guide matrix, thus avoiding any type of reaction. Likewise, the storage site must have the safety data sheets for each of them, which must be published and disclosed to all workers. **THE CONTRACTOR** must provide all the means for the control of chemical product spills and / or poisoning or contact scenarios established by the safety data sheets themselves. In all cases, it must guarantee the availability of an anti-spill kit, with the necessary elements to attend to any contingency.

The basic kit is defined to handle a spill of approximately 25 gallons and should consist of:

- Visual protection
- Nitrile Gloves
- Respiratory protection (double cartridge respirators) for organic vapors.
- 2 Oleophilic absorbent barriers 2 inches x 120 cm
- 1 Oleophilic absorbent barriers 5 inches x 300 cm
- 1 pack of Cloths (antistatic) of oleophilic absorbent material (5 cloths 30x40 cm approx.)
- 1 kilo of absorbent material
- 1 pack Hydrophilic water absorbent material (antistatic) cloths
- 1 Reflective vest.
- Putty for plugging leaks
- Stakes for area marking
- Security Tape Roll
- 5 bags for hazardous waste 60x80cm
- 5 polypropylene tarps
- 1 non-sparking shovel
- 5 meters from Manila
- Instructions for spill control
- 1 containing vessel
- 1 rubber hammer.

According to the risk assessment carried out by **THE CONTRACTOR**, smaller quantities are established for the anti-spill kit, these must be informed and approved by the auditor or responsible for SST of **THE COMPANY**.

**THE CONTRACTOR** must ensure that all chemical products are properly identified, classified, labeled and must carry out an adequate final disposal of solid waste such as the containers used or liquid waste of chemical substances, the above must be classified as hazardous waste.

**THE CONTRACTOR** must ensure that the delivery of solid or liquid waste (chemical products) classified as dangerous or contaminated is made to an authorized environmental manager with an environmental license; who must deliver a manifest or receipt certificate and final disposition certificate listing the treatment applied.

#### **5.2.2.18. Load Lifting**

In accordance with the object of the contract and scope of the activities to be carried out, **THE CONTRACTOR** must comply with the provisions of document PL-ASI-026 procedure for lifting loads of **THE COMPANY**, in Resolution 2400 of 1979 Title X, Chapter II and other amending or replacing regulations and the international standards on

Cargo Lifting such as the ASME B 30 standard. Likewise, it must ensure that there is a safe Procedure for the execution of the task (including a lifting plan when applicable), adequately disclosed and understood by all collaborators involved in the work; in addition, the availability and proper use of the Personal Protection Elements, specific for a safe execution must be guaranteed.

The measures established in document PL-ASI-026 load lifting procedure apply to all lifting operations of **THE COMPANY** where load lifting activities are carried out and are strictly enforced for all personnel exposed to risk, including contractors and subcontractors.

**THE CONTRACTOR** must ensure that the specific SST management documentation for the activity is completed and is available for review and approval. The availability of Job Safety Analysis (JSA), Work Permits, Support Certificates, equipment inspection certificates, among others, must be guaranteed as a minimum.

All operating personnel including contractors, subcontractors, consultants and / or any third party involved in load lifting activities must be clear about their roles, responsibilities and meet the certification and experience criteria, according to the activity to be performed. Among others, the competence of supervisor, operator of lifting equipment or crane and rigger must be demonstrated. Competency issued by any of the entities accredited by ONAC or by the National Learning Service SENA and the rest required in the PL-ASI -026 Procedure for lifting loads in force must be evidenced.

All lifting equipment must be certified equipment. The cranes, lifting equipment, rigging, sensor devices, load control devices, tools and other elements for the execution, must have the certifications and inspections that ensure adequate operating conditions. This certificate should not exceed (1) one year, in matters corresponding to the indicators and load sensors. On load and level, calibration certificates must be presented with an antiquity not older than (6) six months. All these documents must be issued by entities accredited by ONAC and be current.

If the equipment required for lifting is registered with a transit entity, **THE CONTRACTOR** must present the current SOAT, property card, transit permits and technical-mechanical review certificate when applicable, as well as the applicability of the different policies that may apply.

For the execution of this type of activities, **THE CONTRACTOR** must present a specific Emergency Protocol that contemplates, among others, the risks, action plan, responsibilities and other aspects that guarantee the adequate management of any emergency in the framework of the works. It must be ensured that all personnel are familiar with the aforementioned protocol and safe procedures to ensure optimal performance. In that sense, **THE CONTRACTOR** must carry out a daily safety briefing before starting the work, in order to analyze the specific risks of the task to be carried out, disclose the procedures, the required controls, the roles, responsibilities, among others.

In addition, **THE CONTRACTOR** performing mechanical load lifting tasks must:

- Prepare their own procedures and submit them for approval by the SST area of **THE COMPANY**.
- Include pre-operational inspections of the equipment as well as its rigging and accessories.
- Provide operational data for machines and equipment evidencing compliance with the technical requirements provided by the contract.
- Have available the equipment operation manual in Spanish or in the native language of the operator, rigger and maneuver controller.

- Program, specify and execute load lifting activities in accordance with this manual, in the absence of their own manuals or if they have them, they must be previously reviewed and approved by the HSEQ or SST professional.
- Document all the lifting operations carried out at THE COMPANY's facilities and present the respective records of the HSEQ professional in the field.
- Present the equipment maintenance schedule prior to the start of work and comply with its execution, this must be designed based on the manufacturer's recommendations and evidence records must be available at the work site.
- Provide the equipment capacity table in Spanish.
- Provide a copy of the certifications of competence of the operator and rigger, as well as of the equipment inspections.
- Provide technical-mechanical inspections, insurance and those required by the Ministry of Transportation.
- Submit the elements required for safe work in lifting loads and arrange for their timely replacement in the event that those presented do not meet the requirements of this procedure.

#### 5.2.2.19. Forklift work

**THE CONTRACTOR** working with forklifts must comply with the following:

- Have a Category B1 operator's driver's license.
- Operator competence certificate issued by ONAC accredited entity.
- Copy of SOAT for cargo vehicles.
- Job Safety Analysis of the operation to be carried out and indicate the type of fuel therein.
- Carry out annual maintenance and inspection in accordance with the forklift manufacturer's manual and include it in the maintenance programs.
- Carry out periodic load tests on forklift equipment.
- Maintain a written record of tests and inspections by compiling an equipment resume and keeping them readily available.
- Inspect and test forklift loads after significant modification or repair (for example, cable or hook replacement, or structural modification).
- Schedule a non-destructive inspection and test of the forklift hooks at the time of the periodic load test. Also, perform tests and inspections before using replacement hooks and other hooks that appear to have been overloaded. Evaluation, inspection, and testing may include, but is not limited to, visual techniques, liquid penetrant testing, and magnetic particle analysis included in ASME B30.10 (Hooks, Inspection, and Testing).
- Keep all forklift equipment manuals in a central file for reference.
- Carry out a pre-operational inspection of the forklift and keep a record thereof.

#### 5.2.2.20. Hazardous Goods Transport

**The CONTRACTOR** and its Subcontractors must strictly comply with Decree 1609 of 2002 issued by the Ministry of Transport or the legal norm that replaces it, which regulates the management of ground transportation of hazardous goods, which includes all the operations and conditions related to the mobilization of these products, the classification safety of containers and packing, marking, labeling and tagging described and certified in a legal transportation document for the preparation, shipment, loading, segregation, transfer, storage in transit, unloading and receipt processes at the final destination.

**THE CONTRACTOR** must comply with the provisions of Decree 198 of 2013, Decree 019 of 2012, the transportation form (Restricted Use Chemical Substances Form), and the Certificate of Lack of Reports and Resolution 1223 of 2014 are required.

**THE CONTRACTOR** must meet the requirements established in Decree 1496 of August 6, 2018; where one can find the keys to legal understanding to adopt the Globally Harmonized System (GHS) and the UN chemical labeling. Sixth edition 2015. Additionally, it must follow the guidelines established by **THE COMPANY**, in its program for the safe handling of chemicals.

For the transport of dangerous substances, the existing norms of Product Identification, necessary documentation and other technical and safety requirements for the transport of dangerous goods must be complied with in order to minimize the risks associated with this activity.

**Project identification:** Every package, container or packaging that contains chemical substances classified as dangerous, must be marked with the following information:

- Product name.
- United Nations identification number.
- Label of the main and secondary risks, according to the United Nations Classification /
- Indications that are required such as position of the package, protection against humidity, fragility, etc.
- Handling instructions, precautions and emergency actions according to the nature of the product.
- Name, address and telephone number of the manufacturer of the substances.
- Protocol and/ or procedures to manage high risk, hazardous and controlled goods.
- Procedure for the transport of debris and/or construction material (Rocks, dragging material, etc.)
- Safety sheets (MSDS - SAFETY SPECIFICATIONS) of hazardous or special handling products.
- Emergency card
- Personal protection elements subjected to risk.
- Driver training on hazardous goods handling
- Labelling of all cargo unit visible faces, in accordance with the UN and NFPA standards
- Non-sparking electrical system (if required)

**THE CONTRACTOR** must comply with the procedures established by **THE COMPANY**. P in its safe procedure for handling, storage of chemicals.

#### **5.2.2.21. Exposure to Ionizing Radiation**

**THE CONTRACTOR** must ensure strict compliance with Resolution 181434 of 2002 of the Ministry of Mines and Energy, Resolution 181419 of 2004 of the Ministry of Mines and Energy, Resolution 181289 of 2004 of the Ministry of Mines and Energy, Resolution 180052 of 2008 of the Ministry of Mines and Energy, Resolution 90784 of 2014 of the Ministry of Mines and Energy, Resolution 41226 of 2016 of the Ministry of Mines and Energy and other national and international regulations on radiation protection that apply to the type of source used. It must be guaranteed that the level of exposure of workers is always below the VLP established by international standard. **THE CONTRACTOR** must ensure a validated methodology to calculate the levels of occupational exposure of exposed workers and guarantee compliance with the defined limits.

For the manipulation of sources that emit ionizing radiation required in industrial use processes, only natural and legal persons with a license issued by the Ministry of Health and Social Protection and authorization from the Ministry of Mines and Energy will be authorized; in addition **THE CONTRACTOR**, before carrying out the work, must submit the documentation and control actions established in a risk management program for the use, inspection, maintenance, storage, transportation and disposal of sources that emit ionizing radiation.

**THE CONTRACTOR** must ensure the safe transport of radioactive materials complying with the requirements established in Resolution 181682 of 2005 of the Ministry of Mines and Energy, likewise for the management of radioactive waste it must be done in accordance with the provisions of Resolution 180005 of January 5, 2010 of the Ministry of Mines and Energy or with the amending, expanding or replacing regulation.

**5.2.2.22. Work with incidence of dangerous energies**

In accordance with the object of the contract and scope of the activities to be carried out, **THE CONTRACTOR** must comply with all applicable national and international standards listed below:

STANDARD	DESCRIPTION
OSHA 29 CFR 1910.147	Dangerous Energy Control (Blocking or signaling system).
OSHA 29 CFR 1926.417	Lock-out or Signaling System Circuits.
ANSI / ASSE Z244.1	Control of Hazardous Energy and Alternative Methods (CAE).
ANSI / NFPA 70E	Occupational electric safety standard
Resolution. 90708, August 30, 2013.	Technical Regulation for Electric Installations (RETIE)
Resolution 2400 of 1979, Title VIII. Art. 266 and 278. and Chapter III. Art. 341 and Art. 354.	Machines, equipment and appliances in general. Chapter I. Machines, tools and industrial machines
Decree 991 of 1991.	CONTE. Decree the exercise of the profession of Electrical Technicians.
NFPA 70E, 2000 edition	Standard for the electrical safety requirements of employees in the workplace.
IEEE Std. 1584	Guide to carry out risk calculations for Electric Arc.

**THE CONTRACTOR** must ensure that its procedure is aligned with the provisions and with the hazardous energy control procedure implemented by **THE COMPANY**:

- P-ASI-023 Safe Isolation (Lockout and Tagout) Procedure for Districts.
- P-ASI-027 Safe isolation procedure (lockout and tagout) for Stations.

Based on its procedure, **THE CONTRACTOR** must ensure that power sources are isolated when doing machinery or equipment maintenance, where start-up / power on or energy releases can take place, causing injuries to people. Any isolation of mechanical, electrical, process, hydraulic, pneumatic, thermal, Potential, Chemical energy systems, etc. must be carried out by competent personnel and the appropriate lockout and tagout system will be used; padlocks and locking devices are for the process only and must not be used for another activity. This process must be framed in the application of a Hazardous Energy control system, based on the use of locks, padlocks and cards.

**THE CONTRACTOR** must keep in mind the lockout and tagout procedure, starting by carrying out a risk analysis, notifying the people around, turning off the machine or closing the power sources, installing the devices, releasing the residual energies where there is place, verifying that there is adequate isolation of the equipment and complete the task in a safe manner.

**THE CONTRACTOR**, must ensure that the tools, equipment and machinery to be used for the development of this activity are inspected and are in perfect condition, in addition to having the necessary elements on site to carry out secure lockout and tagging of equipment and systems. to intervene.

**THE CONTRACTOR** must ensure that, for the execution of all activities with the incidence of dangerous energies, the specific SST management documentation for the activity is completed and is available for review and approval. The availability of Job Safety Analysis (JSA), Work Permits, Support Certificates, equipment inspection certificates, among others, must be guaranteed as a minimum.

For activities involving electrical risk, **THE CONTRACTOR** must supply competent personnel with registration registered in the National Council of Electrical Technician (CONTE), according to Decree 991 of 1991 of the Ministry of Mines and Energy, as described below:

**Class TE1 Technician in indoor electrical installations:** Electrical technicians who carry out the study applied to the assembly and repair of electrical circuits of all types of outlets for sockets, plugs, outlets for lighting, lamps and luminaires, switches, special connections, circuit distribution boards, measurement equipment, protection, control, signaling and auxiliary services of electrical installations.

**Class TE2 Technician in electrical windings and accessories:** Electrical technicians who control all types of electrical transformers, electrical motors, electrical generators, electrical installation equipment and industrial electronic instrumentation accessories.

**Class TE3 Electrical Maintenance Technician:** Electrical technicians who carry out the study applied to the operation and maintenance of electrical installations and industrial electronic accessories, related to the instrumentation, operation and control of machines, equipment and mechanical, hydraulic or pneumatic devices.

**Class TE4 Industrial Electricity Technician:** Electrical technicians who carry out the study applied to the manufacture, construction and assembly of: electrical transformers, electrical motors, electrical generators, batteries, electrical equipment and electronic accessories for measurement, protection, maneuvering, automatic control, interruption, signaling, variation of speed, reactive compensation, relay devices; as well as for capped substations, meter cabinets, electrical circuit protection and distribution boards, high and low voltage cells, electric motor control centers, electrical control panels, signaling, cabinets and special electrical controls.

**Class TE5 Technician in electrical networks:** Electrical technicians who carry out the study applied to the construction, assembly, connection, maneuvering and maintenance of overhead and underground electrical networks,  
i) Electrical distribution substations and protection, measurement, electrical control equipment and associated electronic accessories, as well as electrical equipment and electronic accessories for small power plants.

**Class TE6 Technician in special electrical installations:** Electrical technicians who carry out the study applied to the assembly, connection, maintenance and repair of electrical equipment for special installations, such as electrical appliances, automotive fleet, aircraft, boats, telecommunications, telephony, closed television circuits, alarms, antennas, computer centers, etc.

**AUX class. Electrical Engineer Assistant:** People who carry out activities and tasks related to the study and applications of electricity, which exercise require the direction, coordination and responsibility of electrical engineers.

**THE CONTRACTOR** must supply its workers with Personal Protection Elements, equipment and dielectric tools for the safe development of the activity; and apply the five golden rules established in the Technical Regulation for Electrical Installations (RETIE).

For the execution of activities with the incidence of dangerous energies, **THE CONTRACTOR** must submit a specific Emergency Plan considering, among others, the risks, action plan, responsibilities and other aspects that guarantee the adequate management of any emergency in the framework of the works. It must be ensured that all personnel know the procedure for handling hazardous energy, lock-out and tag-out, the emergency plan and safe procedures to guarantee optimal execution. In that sense, **THE CONTRACTOR**, must carry out a daily safety briefing before starting the work, in order to analyze the specific risks of the task to be carried out, disclose the procedures, the required controls, the roles, responsibilities, among others.

#### 5.2.2.23. Hot work

Within the contractual activities within the framework of the gas transportation process or when there is the presence of explosive atmospheres, **THE CONTRACTOR** must comply with the operational controls defined for this type of risk and cover all works under a Hot Work Permit. These operational controls must be defined and applied specifically in activities or tasks that involve the use of equipment and / or processes that generate open flame, produce sparks or heat, such as torch cutting, welding, grinding, blast cleaning, sand blasting, chopping concrete, cutting with oxyacetylene, excavations in process areas, among others.

**THE CONTRACTOR** should also consider as hot work the operation of vehicles, cranes, forklifts, portable equipment that have batteries as energy sources, temporary power supplies and the use of any internal combustion equipment, in gas transportation process areas or in the presence of explosive atmospheres.

During hot work development, **THE CONTRACTOR** must plan the work identifying the personnel, equipment, Personal Protection Elements and tools to carry out the activity, identifying all the risks associated with the task where only the competent personnel can perform hot work for the use of the equipment applying controls associated with risks. The CONTRACTOR must maintain the controls determined in the planning, and in case the conditions deteriorate or the tasks change, they must be suspended immediately. Within the entire operation, constant monitoring of the Explosive Atmosphere must be carried out, controlling the LED range <5% and / or O<sub>2</sub> in a range of 19.5% -23.5%, leaving a record of said measurement. The measurement equipment used must have a maximum of 12 months since the last maintenance and calibration, and this certificate must be available for consultation by **THE COMPANY**.

Within its risk management process, **THE CONTRACTOR** must evaluate the quantity and type of portable fire extinguishing equipment to be supplied at the execution sites, taking into account the requirements of the standard NTC 2885 Portable Fire Extinguishers. In no case may hot work be carried out without the necessary extinguishing equipment being available at the work site; likewise the exposed personnel must have training in fire prevention and handling of extinguishers.

All communication equipment used in the presence of explosive atmospheres must be intrinsically safe; if it does not have this characteristic, the operational control of atmospheres monitoring must be carried out before proceeding with its use.

**THE CONTRACTOR**, at the end of the activity, must leave the workplace organized and make an inspection at least 30 minutes later to validate that no fire starts due to the presence of sparks.

#### **5.2.2.24. Civil and construction works**

**THE CONTRACTOR** must comply with all current legislation related to construction activities, ensuring adequate management and control of associated risks, in addition to establishing a strategy for handling and attending to emergencies during activities, and must also define strategies for inspection, monitoring, evaluation and updating of critical scenarios identified during construction.

When civil and mechanical works are carried out for the installation and / or maintenance of valves in gas pipelines or connections, **THE CONTRACTOR** must ensure compliance with the minimum construction standards established by the maintenance area.

**THE CONTRACTOR** must place warning signage, which should be installed in the surroundings of the work and comprising signage placed on tripods or similar elements, and a position signage which is placed in the immediate environment of the work and will be composed of cones, tapes refractive demarcation signals and access restriction signs.

**THE CONTRACTOR** must use signage to indicate the risks identified in the workplace, as well as any signage referring to the mandatory use of Personal Protection Elements with respect to:

- a) Noise
- b) Uneven surfaces
- c) Excavation
- d) Machinery crossing
- e) Crosswalk
- f) Falling objects
- g) Landslides
- h) Entry and exit of vehicles
- i) Use of mandatory PPE
- j) Area restrictions

#### **5.2.2.25. Signaling and demarcation of new infrastructure**

**THE CONTRACTOR** must guarantee that the infrastructure built within the framework of the Gas transportation processes complies with the regulatory requirements of signaling, demarcation and painting, in accordance with the Colombian Technical Standards NTC 1461: Hygiene and Safety, Colors and Safety Signs and NTC 1931: Fire protection. As well as in the ISO 3864-1 Part 1 standards: Design Principles of Safety Signs in Workplaces and Public Areas, ISO 16069: Evacuation Routes Signaling Systems and the provisions of Resolution 2400 of 1979 and the RETIE.



Likewise, **THE CONTRACTOR** must request to **THE COMPANY** the E-COT-003 Technical Standard for Signaling of Gas Pipelines, which includes the Manual of Signaling of Occupational Safety and Health and Right of Way CS6 - Rv - RT 15012019, guaranteeing the latest version and adopting in its signaling processes and demarcation said manual.

### 5.2.3. AUDIT

#### 5.2.3.1. Investigation of Incidents, Work Accidents and Occupational Diseases

**THE CONTRACTOR** must comply with the accident investigation procedure and methodology; as well as the accident and incident report established by **THE COMPANY** in accordance with the formats provided by it; for the above, **THE CONTRACTOR** must have personnel trained in accident and incident investigation.

In the event of an accident or incident affecting the personnel, the environment, the equipment or the assets of **THE COMPANY**, of the contractor, subcontractors or third parties, within the framework of the activities associated with the object of the contract, **THE CONTRACTOR** must submit immediate notice to the Occupational Safety and Health and in turn to those responsible for SST at **THE COMPANY**; submit in writing within twenty-four (24) hours after the fact, a complete report indicating the place, day and time it occurred, name of the affected person(s), injuries suffered, probable causes, damages caused, disability and all the information deemed necessary for the knowledge of the facts. In all cases, **THE CONTRACTOR** must file the respective report, submit the investigation, the action plans and the lesson learned according to the terms of the Investigation and Analysis of the accident and incidents procedure of the **THE COMPANY**. Any accident occurring within the framework of the development of contractual activities must be adequately socialized by the **THE CONTRACTOR** to all workers related to the activity carried out.

In every accident or incident that occurs, **THE CONTRACTOR** must carry out the investigation process within fifteen (15) calendar days following its occurrence, through the investigation team, in accordance with the provisions of Colombian regulations; however, **THE CONTRACTOR** must send the auditor of the contract and, in turn, those responsible for SST at the **THE COMPANY**, the investigation of the accident or incident four (4) days prior to the expiration of the time established by law; that is, on the eleventh (11) day, for the respective review and approval by **THE COMPANY**.

**THE COMPANY** can request extensions or corrections in the investigations or action plans, which according to its criteria are not according to the potentiality and / or consequence of the accident or incident, within the four (4) days that **THE COMPANY** is conducts the review. If the documentation associated with accidents is not sent to **THE COMPANY** according to the established deadlines and the action plans are not closed in the set times, it will be grounds for sanction in accordance with the contractual conditions and / or suspension of the works without giving rise to compensation or extensions of the execution period.

**THE CONTRACTOR** must take into account Annex 3, which contains the flowchart of the report of incidents, accidents at work or occupational disease, for the report to **THE COMPANY**.

*Annex 3: Incident, accident and occupational illness report flowchart*

**THE CONTRACTOR** must submit a report to the ARL, EPS and the Territorial Directorate of the Ministry of Labor of work-related accidents. If they are serious or fatal accidents, **THE CONTRACTOR** must report the accident to the Ministry of Labor.

**THE CONTRACTOR** must deliver to the Occupational Safety and Health and in turn to those responsible for SST at **THE COMPANY**, a certification or proof of their respective ARL, indicating that the personnel working for the purpose of the contract with **THE COMPANY** have no occupational diseases or fatalities; additionally, it must mention if there are COVID 19 cases. These certifications must be delivered one in the middle of the contract execution period, and the other at the end of the contract.

Regardless of the contractual relationship with the affected party, **THE COMPANY** must be informed about any accident that takes place in its infrastructure to comply with Resolution 1348 of 2009, Decree 1072 of 2015 and the requirements of the Superintendency of Home Public Services.

#### 5.2.4. IMPROVEMENT

##### 5.2.4.1. Performance measuring and follow-up

The Contract Auditors and those responsible for Occupational Safety and Health by **THE COMPANY**, will establish the mechanisms to carry out the follow-up to the activities in HSEQ and Social matters developed by **THE CONTRACTOR** and they will verify compliance thereof. The criteria defined for monitoring and control must be guaranteed by **THE CONTRACTOR** with respect to its subcontractors when it has been authorized by **THE COMPANY** to outsource.

**THE CONTRACTOR** undertakes to deliver the necessary information to demonstrate compliance with the requirements of Occupational Safety and Health, Social and Environmental Management, within the deadlines indicated **THE COMPANY**.

The Occupational Safety and Health must verify compliance with the Work Plan on Occupational Safety and Health for contractors, using the SST Compliance List for contractors form F-ASI-195. The verification must be carried out one (1) time during the term of the contract. The Occupational Safety and Health may request support from the Sustainable Development Management, to carry out the verification. The Occupational Safety and Health together with the HSEQ professional from the area of influence must follow up on the HSE Plan and work plan designed by **THE CONTRACTOR**; This verification will be part of the contract record.

##### 5.2.4.2. Occupational Safety and Health Reports:

In accordance with the contractual object, the scope of the activities, the legal requirements, the request for offer and the contract, **THE CONTRACTOR** must report to the auditor, to those responsible for Occupational Safety and Health, Social and Environmental Management and Quality of **THE COMPANY**, the applicable parameters of the following aspects, without being limited thereto:

- a) Monthly report of statistics on accidents, occupational diseases and unsafe acts and conditions (**CONTRACTOR** and Subcontractor personnel); this report must be made in form F-ASI-119, Report of SST Indicators to contractors; and its reporting limit will be the fifth (5) calendar day of each month.
- b) Execution of the SG-SST action plan for **THE CONTRACTOR**, under the platform or system that has **THE COMPANY**, considering the SG-SST Minimum Standards Self-Assessment.
- c) For contracts whose duration is less than one month, **THE CONTRACTOR** must send a summary of incidents / accidents, investigation of incidents / accidents, preventive and / or corrective actions taken, report of acts and / or unsafe conditions, training with their respective records, drills, etc.
- d) SST activities carried out in the period, including training given to on-site personnel, associated work permits, risk analysis, among others.

- e) Monthly report of used vehicles under the contract. Support for maintenance, inspections, legal requirements, among others, must be attached.
- f) In the case of contracts for the Provision of Services with natural persons that do not generate subcontracting, **THE COMPANY** will include them within its SG-SST.

## SECTION 6

### SPECIFIC OBLIGATIONS IN ENVIRONMENTAL AND ENERGY MANAGEMENT

#### 6.1 SUSTAINABILITY POLICY

##### PURPOSE AND SCOPE

At Grupo Energía Bogotá, we are committed to ensuring that all our business operations are framed within a scope of sustainability, seeking a balance between the generation of value for our shareholders, the well-being of communities and collaborators, and the minimization of environmental impact, in the territories where we are present. For Grupo Energía Bogotá, sustainability is the ability to understand and manage its environment, innovate and adapt its businesses, creating profitability and generating benefits in the territory where it operates, with a long-term vision.

Establish commitments to advance business operations with excellence and generation of value, within the framework of respect for Human Rights, the Sustainable Development Goals and the trust of our stakeholders.

**THE CONTRACTOR** must submit evidence of socialization of the Sustainability Policy of THE COMPANY to the personnel working on the Contract.

#### 6.2 ENVIRONMENTAL ASPECTS AND IMPACTS

**THE CONTRACTOR** must submit evidence of the identification of the aspects, impacts and management measures to be implemented in the contract activities, to all the collaborators assigned to the Project, work or activity. Similarly, **THE CONTRACTOR** must demonstrate the socialization of the matrix of environmental aspects and impacts and the definition of environmental management measures.

#### 6.3 LEGAL REQUISITES

**THE CONTRACTOR** must comply with the obligations of the contract and also the demands and requirements established in the Environmental Impact Study (EIA), the Environmental Licenses or Modification Resolutions (if applicable), the Environmental Management Plans, the Follow-up and Monitoring Plans, environmental permits and other provisions issued by Environmental Authorities, such as the Ministry of the Environment and Sustainable Development, the National Authority for Environmental Licenses (ANLA), the Ministry of the Interior, the Ministry of Culture, Regional Autonomous Corporations, and those of Sustainable Development, the municipalities, districts and metropolitan areas whose population within their urban perimeter is equal to or greater than one million inhabitants (Large Urban Centers, Article 66 of Law 99 of 1993), the environmental authorities referred to in Article 13 of Law 768 of 2002, the National Natural Parks of Colombia, the District of Buenaventura (Article 124 of Law 1617 of 2013) and the metropolitan areas within the framework of Law 1625 of 2013, without implying an increase in the value of the contract, or an extension of the term for the execution of the works.

Those services or activities that require the use or exploitation of natural resources must be notified to **THE COMPANY**, by **THE CONTRACTOR** which must provide the required information depending on the natural resource, so that **THE COMPANY** carries out the respective procedure before the Environmental Authority. This way, the activities or works of the project or object of the contract that require affectation of these natural resources, may NOT be carried out until the pronouncement of the Authority. In those activities where **THE CONTRACTOR** does not require the use and exploitation of Natural Resources, it must comply with the premise of 'Do not contaminate the soil, water and air, do not alter or block the normal flow of streams', do not affect or use the flora (terrestrial nor epiphyte), nor to fauna, and in general avoid the generation of sensitive environmental impacts for the ecosystems where the activities are carried out.

In relation to the protection of historical and cultural resources, **THE CONTRACTOR** undertakes to respect and comply with Law 397 of 1997 on Cultural Heritage of the Nation, modified by Law 1185 of 2008 as well as all those repealing, amending, expanding or replacing regulations, taking into account the following recommendations: (i) If a fortuitous archaeological finding is encountered in the area where the contracted activities are carried out, the destruction of remains and artifacts must not be allowed, (ii) advertising must be avoided to prevent looting or alteration of the site, (iii) works must be temporarily suspended and immediate communication must take place with **THE COMPANY**, which will instruct the procedure to be followed in accordance with the Procedures Manual for the Conservation of Archaeological Heritage of the Colombian Institute of Anthropology and History (ICANH).

**THE CONTRACTOR** conducting environmental impact studies must comply with the provisions of Decree 1076 of 2015: "*Whereby the Single Regulatory Decree of the Environment and Sustainable Development Sector is issued*", In Resolution 068 of 2002 of the Ministry of the Environment: "*Whereby the procedure for study permits for the purposes of scientific research in biological diversity is established and other determinations are adopted*", Resolution 1023 of July 28, 2005 of the Ministry of Environment, Housing and Territorial Development MAVDT (or the standard in force at the time of signing the contract), whereby environmental guidelines are adopted as an instrument of self-management and self-regulation, as well as Resolution 1402 of July 25, 2018 Resolution 1107 of August 1, 2019 of the National Environmental Licensing Authority ANLA (or the standard in force at the time of signing the contract), whereby the General Methodology for the presentation of Environmental Studies of the Ministry of Environment and Sustainable Development is adopted. Likewise, the information must be presented in accordance with Resolution 2182 of December 23, 2016 of the ANLA (or the standard in force at the time of signing the contract), whereby the Geographic Storage Model is modified and consolidated (or other amending, repealing or updating decrees or laws).

**THE CONTRACTOR** must respond to **THE COMPANY**, authorities and individuals, for not adopting the necessary measures to guarantee environmental quality. **THE COMPANY** will not compensate or cover the costs that may result from non-compliance with the social and environmental management measures or the applicable legal requirements.

#### 6.4 ENVIRONMENTAL MANAGEMENT AND ENERGY EFFICIENCY PROGRAM

**THE CONTRACTOR** must have or adopt the Environmental Management and Energy Efficiency Program, which must be complied with in the development of the Contract activities.

**THE CONTRACTOR** must make the disclosure of the Environmental Management and Energy Efficiency programs to the officials who work in the performance of activities of the object and scope of the Contract.

#### 6.5 OCCUPATIONAL SAFETY, HEALTH, ENVIRONMENT AND SOCIAL MANAGEMENT INDUCTION

**THE CONTRACTOR** undertakes to attend the Safety, Occupational Health, Environmental and Social Management induction at the Gas Operational Center, Gas Compression Station or Administrative Headquarters of **THE COMPANY**, to receive it on the dates established by **THE COMPANY**. Without this induction, the entrance to the work centers of **THE COMPANY** and the activities that are the object of the contract cannot be granted. 100% of the direct and indirect workers of **THE CONTRACTOR** must attend the Occupational Safety and Health, Environmental and Social Management induction. The induction will be evaluated through the F-ASI-083 form and the minimum qualification score to pass the induction is 90%; If the induction is not passed, it must be repeated as well as the evaluation. The induction of Occupational Safety and Health, Environmental and Social Management for contractors is valid for one (1) year, as long as the same object of the contract is performed

## 6.6 ENVIRONMENTAL DEPARTMENT

**THE CONTRACTOR** must demonstrate, when applicable, the conformation of the environmental department of its company in accordance with Decree 1299 of April 22, 2008.

## 6.7 INFORMATION BRIEFINGS AND SOCIALIZATIONS

In accordance with the contractual object, the scope of the activities, the legal requirements and the request for an offer for the contract, **THE CONTRACTOR** must carry out before commencing the works, informative briefings and socializations on topics such as preventive public archeology, environmental license, environmental management measures proposed in the environmental management and follow-up and monitoring plans, aimed at the workers who participate in the execution of the activities, in order to inform them about the existing obligations and prohibitions for the development of the works and relation of the needs of natural resources, as well as to the possible suppliers thereof. **THE CONTRACTOR** must submit records that show the realization of briefings and socializations.

## 6.8 SPILL CONTROL

**The contractor** must provide all the means for the control of spills of chemical substances and / or poisoning or contact scenarios established by the safety data sheets themselves. In all cases, it must guarantee the availability of a Spill Control Kit, with the necessary elements to attend to any contingency.

## 6.9 MACHINERY AND EQUIPMENT MAINTENANCE AND INSPECTION PROGRAM

According to the scope and type of activity, **THE CONTRACTOR** must guarantee that the machinery, equipment and tools to be used for the execution of the activities under the contract undergo a maintenance and inspection program that ensures optimal operating conditions. **THE CONTRACTOR** must ensure compliance with the inspection, certification and calibration criteria, established by law and regulations, for machinery, equipment and tools. Likewise, it must include a system to ensure rejection of defective machinery, equipment and tools.

The maintenance program must contemplate aspects of preventive, predictive and corrective maintenance, and have their respective support documents, resumes and inspection sheets, which will be subject to inspection and audit programs carried out by **THE COMPANY**.

## 6.10 PROCEDURES AND ACTIVITY RECORDS

According to the scope and type of activity, **THE CONTRACTOR** must present procedures and records of: Revegetalization, Clearing and Stripping, Forest Harvesting, Chasing away and rescue of fauna, Rescue, Transfer, relocation and maintenance of forbidden species (epiphytes, palms and trees), management of sub-river crossings, transportation and transfer of fuel, traffic management, capture and dumping, crossing bodies of water, maintenance of sanitary units and registration of road signs and work fronts. The procedures applicable will be defined with the auditor.

#### **6.11 ENVIRONMENTAL QUALITY OR MITIGATION HIERARCHY**

**THE CONTRACTOR** must execute with social responsibility and adequate environmental quality based on the protection of natural resources, the activities related to the object and scope of the **CONTRACT**. The environmental quality or hierarchy of mitigation, refers to the sequence of measures focused on: avoiding, minimizing, correcting and compensating the negative social and environmental impacts of a project, work or activity.

#### **6.12 SITE CLEANING AND ORGANIZATION DAY**

**THE CONTRACTOR**, at the end of the work day and / or scheduled activities, must carry out a site cleaning and organization day separating waste at the source, and must also transport and deposit all waste, residues and surpluses in the sites indicated by the Auditor, according to the classification thereof. According to the type and scope of the contract **THE CONTRACTOR** must comply with all the instructions and procedures established by **THE COMPANY** for the proper development of work.

#### **6.13 DOUBTS ON THE GROUND**

The doubts that arise from **THE CONTRACTOR** in the field with the application of the environmental technical specifications should be clarified with the **THE COMPANY**, to be addressed without this fact exempting it from its responsibility.

#### **6.14 CLIMATE CHANGE MANAGEMENT PROGRAM**

**THE CONTRACTOR** must know the related scopes in the Climate Change Management Program and its contribution thereto. Likewise and, if possible, it must propose the actions or improvements that can be carried out from its management for the reduction of Greenhouse Gases-GHG emissions. which should be reported to **THE AUDITOR** to be reported to the HS professional.

#### **6.15 PERMITS FOR UTILIZATION OF NATURAL RESOURCES**

**THE CONTRACTOR** must provide all the documentation and information necessary for the processing of permits for the use of natural resources. **THE COMPANY** will be in charge of making the formal request and procedures before the competent Environmental Authority. In no case may **THE CONTRACTOR** carry out environmental procedures before said authorities; however, it may be support of **THE COMPANY** for the management of the procedures.

#### **6.16 MEASUREMENT OF ENERGY AND ENVIRONMENTAL VARIABLES**

When the development of the contract requires the measurement of environmental and energy variables such as particulate matter, air quality, noise monitoring, water characterization, among others, **THE CONTRACTOR** must

submit the calibration plans and calibration certificates of the equipment used for said measurements, guaranteeing the traceability of the standards used and the certification and / or accreditations by the competent bodies, complying with the protocols provided by current legislation.

## 6.17 CLEARANCE

For the subscription of the delivery certificate and final receipt, **THE COMPANY** will demand a clearance certificate from the Sustainable Development Management or the agency acting as such on the fulfillment of the obligations in matters of Occupational Safety and Health, Social and Environmental aspects in form F-ASI-015 HSEQ and Social Clearance Certificate; in accordance with the current procedure of **THE COMPANY**.

**THE CONTRACTOR** at the end of the contract must deliver an HSEQ dossier with all the supporting documentation or evidence that complies with each of the items mentioned in the F-GDP-03 form, for the review and approval of the Sustainable Development Management of **THE COMPANY** within a period not to exceed 15 business days; in order to be able to sign an HSEQ and social clearance certificate.

Once the HSEQ and social dossier has been reviewed, the Sustainable Development Management or the agency acting as such on the fulfillment of the obligations in terms of Occupational Health and Safety, Social and Environmental aspects must have the stakeholders of the area of influence, Gas Operational Center or Gas Compression Station sign the respective HSEQ and Social clearance certificate and send it to the Occupational Safety and Health area, in accordance with the current procedure of **THE COMPANY**, within the settlement or termination times of the contract.

## 6.18 PHYSICAL COMPONENT REQUIREMENTS

### 6.18.1 WATER RESOURCE

#### 6.18.1.1 Water Permits and Concessions

**THE CONTRACTOR** must inform and accredit, prior to the commencement of the works, the origin and / or supplier of the water resource to be used for the development of the contract, which must not correspond to natural sources, except for licensed projects in which the Environmental Authority grants the permission for the catchment of water and that **THE COMPANY** has authorized **THE CONTRACTOR** to conduct said uptake. In the event that water is supplied by third parties such as: municipal and / or village aqueducts or block water marketing companies for industrial use, having a water concession permit with the necessary catchment volume to support the local consumption, plus those required for contract activities. **THE CONTRACTOR** must submit to the auditor for approval by **THE COMPANY**, the following documents:

- Copy of the current Resolution that grants the water concession which will supply water for the work.
- Copy of the water transport service to the site of access to the work (when carried out) and photographic record of the minor transport thereof to the work site.
- Once a month has expired or for the purposes of approval of partial payments, **THE CONTRACTOR** must deliver the register of quantities supplied for the development of the works and the proof or certification of the supply.

If a supplier that can meet this requirement cannot be engaged in the work area, **THE CONTRACTOR** must submit to the consideration of **THE COMPANY** other water supply alternatives to guarantee legal compliance with the supply of this resource.

#### **6.18.1.2 Vehicle and Machinery Washing**

**THE CONTRACTOR** will not allow the washing of vehicles and machinery in areas near or within river beds. Soaps, grease, oils, and other liquid residues negatively affect the quality of the water and deteriorate the aquatic system.

#### **6.18.1.3 Fuel and / or Lubricant Loading**

In case of use of equipment and / or machinery that require fuel and / or lubricants, **THE CONTRACTOR** must implement the necessary measures in order to avoid discharges into the soil and bodies of water near the work area. Used lubricants and cleaning residues must be properly disposed of. In no case may water courses be used for this purpose.

#### **6.18.1.4 Hydrobiological, Physical-Chemical and Microbiological Monitoring**

**THE CONTRACTOR** must carry out hydrobiological, physical-chemical and microbiological monitoring in the water currents identified for the development of the contract (before, during and after). The monitoring must be carried out with laboratories accredited by IDEAM, with current accreditation.

#### **6.18.1.5 Intervention of Bodies of Water**

**THE CONTRACTOR** will not perform the intervention of bodies of water, without the permission of occupation of channels issued to **THE COMPANY** by the competent Environmental Authority and in such case, **THE CONTRACTOR** must establish actions that mitigate the alteration of the hydrological dynamics of the area, the interruption of bodies of water, water pollution and the impact of fish fauna.

**THE CONTRACTOR** will not obstruct, fill with soil, or alter the natural course of rivers or water sources.

### **6.18.2 ATMOSPHERIC RESOURCE**

#### **6.18.2.1 Current Technical-Mechanical and Gas Inspection**

All vehicles used by **THE CONTRACTOR** in furtherance of the contract must have a current technical-mechanical and gas inspection, where applicable.

#### **6.18.2.2 Campfires or Controlled Burns**

**THE CONTRACTOR** must refrain from making bonfires or controlled burning of waste or any other material.

#### **6.18.2.3 Transportation and Storage of Construction Materials**

**THE CONTRACTOR**, during transportation and storage, should cover construction materials (gravel, sand, etc.), as well as organic and mineral soil from excavations, to prevent the contribution of particulate material.

#### **6.18.2.4 Supply of Air Conditioners**



**THE CONTRACTOR** supplying air conditioners for the Work Centers of **THE COMPANY**, must comply with the provisions established in Resolution 2120 of 2006 of the MAVDT, which prohibits the import of substances that deplete the ozone layer and Resolution 1362 of 2007 of the MAVDT, which establishes the requirements and procedures for the Registry of Generators of Residues or Hazardous Wastes, referred to in articles 27 and 28 of Decree 4741 of December 30, 2005 of the MAVDT. Likewise, the contractors that perform maintenance on the air conditioners of the **THE COMPANY** must have personnel with a certificate of labor competence in the environmental management of refrigerant substances (issued by SENA), as well as the supports for the disposal of refrigerants and other residues that may be generated during maintenance.

#### 6.18.2.5 Air Quality Measurements

**THE CONTRACTOR** performing air quality measurements must comply with the protocol established in Resolutions 651 of March 29, 2010 of the MAVDT, 610 of March 24, 2010 of the MAVDT, 2153 of November 2, 2010 of the MAVDT, 2154 of March 2, 2010 of the MAVDT, November 2010 of the MAVDT and 2254 of November 1, 2017 of the MADS.

#### 6.18.3 SOIL RESOURCE

##### 6.18.3.1 Building Materials Permits

**THE CONTRACTOR** must inform and accredit, prior to the commencement of the work, the origin and / or supplier of construction materials (gravel, sand, stone, etc.) through suppliers that have the Mining Registry and Environmental License issued by the competent authorities for each case. Likewise, civil works contractors must acquire these supplies in places with the due documentation in accordance with Law 685 of 2001, Law 1753 of June 9, 2015 and other adding, modifying or repealing norms.

**THE CONTRACTOR** must send to the auditor, for approval of **THE COMPANY**, the following documents:

- Copy of the Mining Registry of the supplier(s) of materials of mineral origin.
- Copy of the current Environmental License of the supplier(s) of materials of mineral origin.
- Once a month has expired or for the purposes of approval of partial payments, **THE CONTRACTOR** must deliver the register of quantities supplied for the development of the works and the proof or certification of the supply.

##### 6.18.3.2 Excavations

When the work or activity requires excavations, **THE CONTRACTOR** must carry it out in stages, considering the soil horizons, that is, the organic layer of the soil must not be mixed with the inert material and it will have to be stored or temporarily disposed of in a suitable place until it is reused in the recovery or revegetalization phase of the areas intervened by the project. Likewise, temporary containment structures must be built to avoid landslides and the contribution of sediments to drains or water sources; the dispersion of the material due to wind and water factors must also be prevented in activities other than emergency care.

In areas subject to revegetation by intervention, **THE CONTRACTOR** must plant stolons and grass seeds (airblast method) trying to cover the surface evenly,

### 6.18.3.3 Filling material

THE CONTRACTOR may not use soil or inert material of lateral loan "areas adjacent to the works" without the mining and environmental permits defined in the current regulations, even if the owners of contiguous properties "grant or authorize" this permit.

### 6.18.3.4 Leftover Excavation Materials

**THE CONTRACTOR** must present a certificate and record of disposal of materials left over from excavation and construction from an authorized third party.

## 6.19 BIOTIC COMPONENT REQUIREMENT

### 6.19.1 Fauna, vegetation cover and sensitive ecosystems

Before the work, **THE CONTRACTOR** will carry out a verification through a quick inspection of the wild fauna, observing in the areas to intervene, the possible presence of areas of breeding, reproduction, or sites of concentration of fauna; likewise, the chasing away of the fauna will be carried out with the purpose of preventing affectation of individuals.

**THE CONTRACTOR** is not allowed to extract fauna species (no hunting, or use of traps or weapons), nor can the arboreal or epiphytic flora be extracted from their habitat, for their enjoyment or commercialization; on the contrary, protection measures for these species of fauna and flora should be taken through briefings to workers.

**THE CONTRACTOR** may not do any intervention outside the area of interest for the development of the activity, it may not intervene natural (wooded) or semi-natural (secondary vegetation) covers, adjacent to the project, it will only be able to affect the flora resource (forest use or felling of trees and relocation or transfer of epiphytes) exclusively when **THE COMPANY** obtains the permits or authorizations for forest use or lifting of closures (epiphytes, palms or arboreal flora) from the competent authorities.

If, in furtherance of the contract, a supply of wood is required for forms or other elements, **THE CONTRACTOR** must send the wood supply certification or, failing that, a copy of the invoice from the wood supplier warehouse. Likewise, it must request from the warehouse a copy of the Unique National Mobilization Safe-conduct or ICA guide as appropriate, whose final destination is the municipality in which the wood supplier's warehouse is located and the species marketed must coincide with the one related to the mobilization supports.

**THE CONTRACTOR** is not allowed to conduct felling of trees to supply wood without the proper forest harvesting permit granted by the competent environmental authority, even if the owner of the trees authorizes the use thereof.

Regarding strategic, sensitive ecosystems or protected areas (forest reserves), **THE CONTRACTOR** may not to carry out any type of intervention unless it is within the area of interest and **THE COMPANY** has temporary or permanent reserve use permits.

### 6.19.2 Use of Natural Fibers

In accordance with the provisions of Resolution 1083 of 1996 of the MMA, THE CONTRACTOR must use natural fibers where their use is technically feasible. THE CONTRACTOR will use natural fibers when executing the following activities: soil sacks for landfills; revegetation and / or terrain restoration, geotechnical works; support for the construction of trunk lines and flow lines, stabilization, protection and recovery of soils, structures for water management and those set out in the environmental licenses or Environmental Management Plans.

## **6.20 HANDLING OF HAZARDOUS GOODS**

### **6.20.1 LAND TRANSPORT OF HAZARDOUS GOODS**

**THE CONTRACTOR** transporting by land chemicals, fuels, fats, oils, lubricants, solvents, among others, must transport the products in accordance with the parameters established in Decree 1609 of 2002 issued by the Ministry of Transportation for the transport of hazardous goods and in the environmental license, as applicable to the type of product, in accordance with the definitions and classifications established in the Colombian Technical Standard NTC 1692 "Transportation of hazardous goods. Classification, labelling and tagging".

### **6.20.2 CONTAINMENT SYSTEMS FOR FUEL TANKS**

**THE CONTRACTOR** and / or Subcontractor shall be responsible for building containment systems for fuel tanks, power generators, temporary storage of fuels and other liquid substances that may cause negative impacts to the environment. Dams must comply with current Colombian regulations, which must contain 110% of the volume of stored product

## **6.21 WASTE MANAGEMENT**

### **6.21.1 Waste management and disposal**

**THE CONTRACTOR** is responsible for managing and disposing of all types of waste resulting from its operation, as provided for in the Colombian legislation, including hazardous waste. **THE CONTRACTOR** is responsible for the transfer of all types of waste that it generates or has the duty to dispose of, duly classified.

**THE CONTRACTOR** must carry out a correct disposal of waste, depending on the type, origin and state in which they are found, and in accordance with provisions of Decree 2981 of 2013, Law 2309 of 1986, Decree 4741 of 2005, Resolution 1402 of 2006, Resolution 1512 of 2010, Resolution 1511 of 2010 Law 1259 of 2008, Resolution 1457 of 2010 and other adding, amending or repealing norms.

In relation to the management and disposal of non-hazardous waste and hazardous waste, **THE CONTRACTOR** must adhere to the classification of the color codes established by **THE COMPANY** in the PRASI-03 Comprehensive Waste Management Program and ensure that the areas selected for their storage to comply with the provisions of MADS Resolution 2184 of December 26, 2019 and all those repealing, modifying, expanding or replacing regulations, as well like all those rules governing the matter. Likewise, **THE CONTRACTOR** must guarantee 100% storage of waste, according to the evacuation logistics that it establishes.

### **6.21.2 Solid waste management**

**THE CONTRACTOR** must perform the following activities:

- Prevention and mitigation of waste generation.
- Use of recyclable materials.
- Carry out the corresponding induction to all personnel on the proper handling of ordinary, recyclable and dangerous waste.
- Establish a coaching and training plan on management and final disposal of solid waste.
- Adapt in a place of the facilities or operating centers, containers duly marked, in accordance with the color code established by **THE COMPANY** taking into account the types of waste to be generated, to carry out a correct separation at the source
- Identify, classify and quantify the waste generated.
- Analyze alternatives for waste management.
- Managing the collection and transportation will be carried out through the public service company of the municipalities where the headquarters of **THE COMPANY** are located, who will dispose of them in an authorized sanitary landfill. This activity can be contracted with an authorized waste management entity.

### 6.21.3 Hazardous residue management

**THE CONTRACTOR** must perform the following activities:

- Carry out a correct disposal of hazardous liquid and solid waste, depending on the type, origin and state in which they are found, in compliance with current regulations.
- Condition a place where the work is carried out with containers duly marked with the color code adopted by **THE COMPANY** and strategically located, preventing them from being left out in the open.
- Place a barrier and / or collecting channel around the containers, as a preventive measure during the handling of the waste.
- **THE CONTRACTOR** that, as a result of hydrostatic tests, piloting, maintenance of wastewater treatment systems, among other activities, generates wastewater, must implement evacuation and storage systems, plan their transport and carry out their final disposal in a treatment plant of wastewater or through a hazardous waste management entity, whose license or environmental permits allow the treatment of said waste.
- Refrain from dumping or spreading on the ground the sludge or substances extracted as a result of the contract activities, except in cases where it has the corresponding discharge permit, for which it must, prior to the dumping, carry out the physical-chemical, bacteriological and biological analysis needed before and after the dumping site. Likewise, it must carry out the quality analysis of dumping required in the permit, so as to guarantee compliance with the quality parameters prior to dumping.
- Submit and keep the certificates of the adequate disposal of residues, specifying quantities, treatment and final disposal thereof, and the current licenses of the managing companies used. In any case, **THE CONTRACTOR** should submit to **THE COMPANY** the information and supports related to the management of hazardous waste, established in the section corresponding to Reports.
- **THE CONTRACTOR**, for the transportation service, must contract maintenance services at concessionaires and / or lubrication centers, verifying that they have the necessary environmental permits for the storage of used lubricants (when applicable). Likewise, **THE CONTRACTOR** must manage a certificate issued by the concessionaire and / or lubrication center, in which the process that they carry out in furtherance of their activity is described, for the storage, transport, treatment and / or final disposal of hazardous waste generated by the provision of the Maintenance service. In addition, **THE CONTRACTOR** must submit each month to the controller of the transport contract, the supports of the maintenance carried out in said establishments.

- In the case of hazardous waste (lead acid batteries) or special handling (tires) waste having a post-consumer management program, **THE CONTRACTOR** must manage a record of the establishment where the waste is delivered, in which the post-consumption management that they implement is specified. The final recipients defined in said certificate must be found in the lists of the Post-consumer Waste Program of the Ministry of the Environment and Sustainable Development.

## 6.22 ENVIRONMENTAL CONTINGENCIES

- a) **THE CONTRACTOR** must establish the adequate management and attention of contingencies during the construction, operation and maintenance of the infrastructure, taking into account the following provisions:
- Establish a chart with possible contingencies that arise.
  - Design timely and accurate attention measures to such contingencies.
  - Define the mechanisms of interaction with the environmental authorities at the National, Regional and Local levels for the prevention and attention of contingencies.
  - Establish and keep updated operational procedures for the attention of contingencies (database).
  - Define strategies for inspection, monitoring, evaluation and updating of critical scenarios identified in the Infrastructure of **THE COMPANY**.
- b) **THE CONTRACTOR** must report to **THE COMPANY** within 12 hours of the occurrence of environmental emergencies and submit a report with the contingency actions implemented (attach photographic record) and the geographic location in a shapefile, specifying the origin.
- c) **THE CONTRACTOR** must establish the adequate management and attention of contingencies during the construction, operation and maintenance of the infrastructure, taking into account the following provisions:
- Updating of the Contingency Plan Database.
  - Preparation of the Manual of functions and responsibility of the collaborators in relation to the "Contingency Plan".
  - Preparation and updating of the Pocket Manual "Plan for Attention to Contingencies".
  - For the gas transportation process, prepare and update a Pocket Manual: "Diagram of the Gas Pipeline Access Roads".
  - Re-training, evaluation and conduct of drills with the collaborators of **THE COMPANY**, the community, local authorities, support organizations on the activities related to the Contingency Plan.
  - Preparation drills for contingency care.
  - For conducting the above-mentioned activities, it is important to consider the provisions of Law 1523 of 2012, whereby the National Disaster Risk Management Policy is adopted, and the National Disaster Risk Management System is established, and other provisions are enacted. Likewise, the Risk Management Plan of **THE COMPANY** must be considered.

## 6.23 REPORTS

According to the scope and type of activity, **THE CONTRACTOR** must submit an Executive Summary report of the Environmental dossier, weekly or monthly, of the activities carried out for the environmental management associated with the project, work or contracted activity, which will be in common agreement with the auditor of **THE COMPANY** and it will be based on the Dossier of contracts in projects (Format FGDP031), specifically the environmental aspect, which is made up of 13 numerals. In relation to item 13.1 Photographic record of relevant

environmental activities, two photographs per sheet must be attached in an Excel file, pasted as JPG, sized 6 cm high by 8 cm wide or 6 cm wide by 8 cm high depending on the photograph; Each photograph must be consecutively numbered, have the date of capture and a description of the location, as well as the subject. Likewise, **THE CONTRACTOR** must submit a final consolidated report with all the activities carried out in furtherance of the contract.

## SECTION 7

### SPECIFIC SOCIAL MANAGEMENT OBLIGATIONS

#### 6.1 INTRODUCTION

The objective of this manual is to clearly and precisely establish the obligations that **the CONTRACTOR acquires** at the social level with **THE COMPANY**. This document is in line with the Sustainability Policy of Grupo Energía Bogotá, the Sustainable Development Goals (SDG), respect for Human Rights as a fundamental premise in business conduct, as well as the observance of the guidelines on relationships with groups of external interest and revitalization of regional and local economies that are an integral part of the manual.

Therefore, **THE CONTRACTOR** undertakes to act in accordance with:

- The Law and current regulations.
- The environmental management instruments in force for the project, work or activity.
- The guidelines that are an integral part of this manual.
- The instructions given in this manual.
- The relationship commitments established in the territory among **THE COMPANY**, communities and / or local authorities.

The above seeks to create and maintain an adequate environment that allows the harmonious and sustainable development of any project.

To carry out the social management of the activities that **THE COMPANY** carried out in its areas of influence through third parties, this manual contemplates an objective and scope, which define the field of action to which this document applies. The conceptual framework implies some general aspects, which help to define the way in which **THE CONTRACTOR** can guide its Social Management Plan. The presentation of external stakeholders provides clarity on the determination of the actors that influence the development of projects, works or activities linked to a specific contract.

The above aspects are the basis for the obligations, criteria and guidelines corresponding to social management, which ultimately become the key indications for the development of actions that are in line with territorial dynamics, management of expectations and absolute respect for regulations. valid.

Any situation related to the social dynamics of the project, work or activity that is in charge of **THE CONTRACTOR** and that is not explicitly defined in this manual, must be immediately informed to **THE COMPANY** through the contract auditor and the social management professional assigned to each area.

## 7.2 OBJECTIVE

Provide contractors, subcontractors and suppliers of the **THE COMPANY** with the conceptual and methodological instruments for the development of their activities from the social management component, in order to guarantee a genuine, transparent and timely relationship with the different stakeholders within the territorial environment where **THE COMPANY** implements projects, works and activities through third parties.

## 7.3 SCOPE

The social obligations and criteria established in this manual for the relationship in the territory with the different stakeholders are applicable to all contractors, subcontractors, service providers and suppliers of **THE COMPANY**, being an integral part of all contracts that **THE COMPANY** requires for the development of its corporate purpose.

It will be **THE CONTRACTOR** responsibility to extend the application of this manual to third parties, and will also be responsible for the monitoring and control thereof.

It is worth noting that **THE CONTRACTOR** conducting projects, works or activities of **THE COMPANY** meeting three (3) or more of the following variables, must comply with this manual<sup>10</sup>:

VARIABLE
Territory works
Duration: more than one (1) week
Need for labor hiring
Need to contract Goods and Services

**PARAGRAPH:** In the context of emergencies that endanger the operation, the environment, the communities and others at risk, which implies an immediate mobilization of personnel and the use of goods and services already acquired, the application of goods and services and the route of employability will not be effective. However, if after 21 calendar days from the declaration of the emergency, the field work related to geotechnical activities and restructuring of the land have not been carried out, the employability and goods and services procedure will apply.

However, **THE CONTRACTOR** must ensure that, once the emergency is addressed, this manual is used for the development of routine activities. Furthermore, all those actions related to the environment, contact and coordination with the communities, municipal and departmental authorities and regulatory institutions required for the development of the project, work or activity, will be directly in charge of **THE COMPANY**; however, in the execution of the works **THE CONTRACTOR** must comply with the guidelines given by **THE COMPANY** through the Sustainable Development Management and through the Social Management Subdirectorates, related to the relationship necessary for the project, work or activity with its environment and the communities where the work will be carried out.

## 7.4 EXTERNAL STAKEHOLDERS:

The definition of the External Stakeholders of **THE COMPANY** has been built based on the experience and knowledge acquired in the historical development of the projects, works and activities, as well as in corporate

<sup>10</sup> Natural persons are excluded, unless if for the development of their contractual object, they must contract goods, services or labor in the territory.

sessions in which the internal and external stakeholders of the different processes of the organization were identified, providing equal level of priority to all stakeholders and concluding that strategies must be developed with each of them to remain in continuous dialogue and interaction<sup>11</sup>.

Based on the process described above, the external stakeholders identified to date by **THE COMPANY** and the contractors, subcontractors, service providers and suppliers to be considered are:

- ✓ Communities.
- ✓ National, municipal and departmental authorities.
- ✓ Environmental, civil and military authorities.
- ✓ Regional and local providers.
- ✓ Control entities.
- ✓ Multilateral Organizations.
- ✓ NGOs.
- ✓ Research Centers and Universities.
- ✓ Civil society organizations.
- ✓ Third parties with Projects that require coexistence with the infrastructure of **THE COMPANY**.

Next, the obligations established for the social management corresponding to all the projects, works or activities that **THE COMPANY** develops in its areas of influence through third parties.

## **7.5 OBLIGATIONS PRIOR TO THE INITIATION OF ANY CONTRACT**

**THE CONTRACTOR** must attend an initial induction for all personnel involved in the contract as a requirement for the commencement of activities. This induction will be received in Bogotá, at the administrative headquarters of **THE COMPANY** or in another physical place or by virtual means according to prior agreement between **THE CONTRACTOR**, the auditor and the Social Management Subdirector team. Once the specific intervention area of the project, work or activity has been determined, a detailed induction will be received at the closest operating center.

Before undertaking the execution of the project, work or activity, **THE CONTRACTOR** will send the resumes of the personnel who have been selected to develop Social Management, which must be professionals with Social and / or Human Sciences degrees, with a valid professional card for the pertinent professions, with demonstrable experience of at least three (3) years in the social management of Projects. **THE CONTRACTOR** must guarantee the hiring of suitable and sufficient personnel to carry out the activities of the Social Management Plan approved for the project, work or activity.

If during the execution of the contract there is a change in the social staff, it must be replaced as long as it complies with the established requirements and in no case may it be replaced by personnel with a lesser degree of experience than the personnel who were previously performing the work. The change must be justified and reported in writing to **THE COMPANY** through the contract auditor for approval, after submitting the resumes to the Sub-Directorate of Social Management of **THE COMPANY**.

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<sup>11</sup> TGI S.A. E.S.P. Sustainability Report. 2017. Retrieved from <http://www.tgi.com.co/noticias/sala-de-prensa2/comunicados-de-prensa/tgi-presenta-su-informe-de-sostenibilidad-2017>



The participation of professionals who are not approved by the Audit Office and formally accepted by **THE COMPANY**, as well as with the corresponding profile previously mentioned will not be accepted.

## 7.6 GENERAL CRITERIA FOR SOCIAL MANAGEMENT

The following are obligations of **THE CONTRACTOR**<sup>12</sup> -and thereby, the subcontractors, service providers and suppliers- in community Social Management and Engagement matters:

- Formulate a Social Management Plan, which is articulated to the contract purpose and to the Social Dossier<sup>13</sup> in its content and stipulated times. **THE CONTRACTOR** must guarantee the necessary resources for its execution. The Social Management Plan must include participation mechanisms for the promotion of practices in equal opportunities for men and women<sup>14</sup>.
- **THE CONTRACTOR** must refrain from acquiring commitments it is not willing to fulfill or which it has no legal and / or economic possibility to execute and that go against the guidelines set forth herein, compromising the viability of the project, work or activity and the reputation of **THE COMPANY**. Likewise, it must refrain from generating false expectations before the Municipal, Departmental Authorities, grassroots organizations, the community in general or any other stakeholder, maintaining communication and a clear and direct contact with those involved in their activities, leaving a record for at least half of the minutes or memory of the meeting.

Any agreement or commitment acquired by **THE CONTRACTOR**, subcontractors, service providers and suppliers with an external stakeholder must be developed within the principles of Responsibility, Transparency, Strict Compliance and Sustainability, avoiding actions of a welfare or transactional nature that imply the delivery of resources in cash or in kind that may generate negative impacts on the social structure. Any inconvenience resulting from the breach or defective fulfillment of commitments acquired directly by **THE CONTRACTOR** will have to be assumed at its cost, avoiding any economic, reputational or moral affectation to **THE COMPANY** and it must be previously informed and consulted with the Sustainable Development Management - Subdirectorate of Social Management.

- **THE CONTRACTOR** must refrain from entering or executing work on land owned by third parties without previously having, in writing, the permissions of the owners, possessors, holders, occupants (whatever applies in each case) of the properties to be intervened.
- In the case of requiring access permits to private properties, on which they must carry out some work for the fulfillment of the contract, it is the responsibility of **THE CONTRACTOR** to manage entry permits in a timely manner, prior coordination with the social area and with the Land Management Directorate in the induction scenarios upon arrival in each territory. **THE CONTRACTOR** must leave evidence of the management carried out in its monitoring reports and generate the respective minutes (including photographic record), before and after the intervention, which will be attached to the aforementioned report.

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<sup>12</sup> When referring to the contractor, it is understood that it links its subcontractors, service providers and suppliers, therefore, the aspects, criteria, strategies and guidelines in these annexes commit all those mentioned.

<sup>13</sup> The "Social Dossier" refers to the document which lists the actions carried out in compliance with the Social Management Plan in an articulated, systematic and detailed manner, and which contains the relevant aspects of interest related to the component of engagement with stakeholders who are concerned with the project and / or contract to be executed.

<sup>14</sup> See TGI S.A ESP's Diversity and Inclusion Policy.

- **THE CONTRACTOR** is obliged to strictly comply with the Resettlement and Relocation Manual of **THE COMPANY** if the development of its project, work or activity affects temporarily or permanently the habitability of the family or families.<sup>15</sup>.
- **THE CONTRACTOR** must comply with the provisions of the Environmental Management Plan, Environmental Impact Study, permits and environmental Licenses corresponding to the project, work or activity and / or respective file before the Environmental Authorities, as well as submit within the stipulated terms to **THE COMPANY** the information that is requested therein for the environmental compliance reports - ICA.
- **THE CONTRACTOR** undertakes to know and respect the social and cultural values of the territory and the area of influence, also complying with the recommendations made by the Sub-Directorate of Social Management and the Sustainable Development Management of **THE COMPANY**.
- **THE CONTRACTOR** is committed to maintaining genuine relationships with the communities by adopting the intercultural relationship protocol.
- **THE CONTRACTOR** must strive for the respect and guarantee of human rights, gender equality, wage equity and decent work, transversal and fundamental axes for **THE COMPANY**, actions that must be part of the induction and training plan for the personnel linked to the project, works and / or activities, generating the corresponding supports and evidence.
- **THE CONTRACTOR** and its third parties will actively participate in the workshops of the project, work or activity, providing at its cost the supplies and logistics necessary for its success, aimed at the community and / or local authorities and will draw up the respective minutes and / or reports supporting the activity.
- **THE CONTRACTOR** must anticipate and manage possible social conflicts with the local population, due to the possible effects and / or alterations of water supply sources or temporary interruption of road accesses, electric power flow, telephone and communication services, among others, that may be caused by the development of the project, work or activity. In any case, **THE CONTRACTOR** will be responsible for such damages and must reestablish, replace, repair or pay at its cost, the damaged goods to the full satisfaction of those affected.
- **THE CONTRACTOR** must have a management system for Petitions, Complaints, Claims and Requests (hereinafter PQRS), which allows knowing, understanding, attending and giving a timely response to communications, requests, complaints and / or claims that may eventually be presented by any member of the community and / or authorities or other stakeholders and that are related to the execution of the object of the contract, leaving the proper supports that demonstrate its processing, monitoring and closing.
- In cases where community service points are required for the work, these must be installed and serviced by the contractor at its own cost and in compliance with environmental obligations.

## 7.7 INFORMATION, COMMUNICATION AND PARTICIPATION STRATEGY

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<sup>15</sup> See M-ASI-044 Involuntary Resettlement and Relocation Manual

Taking into account that an integral aspect in the execution of the contracts is the implementation of what is stipulated in environmental permits and licenses, **THE CONTRACTOR** undertakes to implement the participation guidelines required to comply with the Information and Communication program, which are part of the Environmental Management Plans of the project, work or activity. This input will be provided by the Social Management Professional of **THE COMPANY** assigned to the zone.

Participation in meetings with stakeholders will be coordinated with the social management professional of **THE COMPANY**. To carry out calls, delivery of invitations to stakeholders, among other aspects necessary for the relationship derived from the execution of any contract.

To hold meetings associated with compliance with the Environmental Management Plan and the Social Management Plan of the

**THE CONTRACTOR** shall consider the following aspects:

- The content of the presentation and other activities by **THE CONTRACTOR** will have the approval of the Audit Office and the Social Management Professional of **THE COMPANY**. A week before the scheduled dates, a drill meeting will be held, prior to meeting with stakeholders involved.
- **THE CONTRACTOR** may be designated to prepare the minutes and / or memory of the meeting and attendance list, in accordance with the formats provided by **THE COMPANY**. The minutes with communities will be presented in printed medium preferably or filled out by hand, with good spelling and handwriting. They will have as support the attendance list plus the photographic and / or film record, if so authorized by the community -leaving evidence of said authorization.

The minutes will be read and adjusted in plenary to obtain their final approval and signature. It is necessary to leave a copy to the representatives of the Community Action Boards or ethnic authorities and other participating stakeholders for their filing and monitoring of commitments.

**THE CONTRACTOR** and the Audit Office, in accordance with the characteristics presented by the meeting, will manage the support required by other Government or Private Institutions, with the prior consent of **THE COMPANY**. After each meeting with stakeholders, a subsequent meeting should be held between the Contractor's teams and **THE COMPANY**, in order to determine conclusions and evaluate the activity.

## **7.8 LOCAL AND REGIONAL EMPLOYMENT STRATEGY**

**THE CONTRACTOR** is obliged to contract the entire required local Unskilled Labor Force (MONF) and must give priority to the Skilled Labor Force (MOF) of the area of influence of the project, work or activity.

The Trained Workforce must comply with the profiles required by **THE COMPANY**. Considering the previous survey of the local and regional market carried out by **THE CONTRACTOR** must determine regional supply and salaries. The candidate preselection process will be carried out through the operators of the Public Employment Service - SPE, complying with current regulations and having as guarantors the Municipal Authorities and Offices of the area of influence of the project, work or activity. The logistics necessary for the above must be assumed by **THE CONTRACTOR** at its cost.

**THE CONTRACTOR** should coordinate this activity with **THE COMPANY** through the Social Management Professional assigned to the area to validate the process. **THE CONTRACTOR** must leave evidence of the management carried out in furtherance of the contract, including the creation of vacancies on the SPE platform, their publication in places that are easily accessible to the community, and the selection and hiring process. It is important to note that the publication of vacancies must be directed to the villages of the area of influence in the case of Unskilled Labor and to the municipality as a whole in the case of Skilled Labor.

In the event that once the process of summoning and receiving resumes has been completed through the Public Employment Service - SPE, the required personnel are not found, **THE CONTRACTOR** will implement the spiral system to make a new call, expanding coverage to neighboring municipalities, then at the departmental level and finally at the national level. This process must be sufficiently documented and must be articulated with the Social Professional of **THE COMPANY** in each territory.

**THE CONTRACTOR** must present in the periodic reports the record of the non-skilled and skilled workforce hired during and at the end of the execution of the works developed in the F-ASI-101 form, indicating the participation in diversity and inclusion generated by the project, work and / or activity; which must be sent to the staff of the Social Management area of **THE COMPANY**.

**Salaries:** No worker may have a remuneration lower than the Current Legal Monthly Minimum Salary. **THE COMPANY** does not have signed labor conventions, nor does it have established ceilings for the salary scale of administrative, technical, professional and unskilled labor personnel employed in the execution of its projects; being the responsibility of **THE CONTRACTOR** the determination of the respective remuneration, taking as a basis, among others, the following factors: the required profiles, suitability, their technical and administrative organization, other projects under development in the sector, and the market surveys carried out.

## 7.9 LOCAL AND REGIONAL GOODS AND SERVICES STRATEGY (G&S)

**THE CONTRACTOR** undertakes to contract as a first option the local and regional goods and services for the development of the contract activities, such as transportation of fuels, hydration, food, accommodation, on-site guidance, rental or operation of machinery, welding, surveying, medical occupational examinations, licensed rock material and others available in the area of influence of the project, work or activity, which comply with the specifications of the contract, the profiles required by **THE COMPANY**, and classified in the current market price range for the service to be contracted. The share of goods and services will be mandatory and established in accordance with the dynamics of the region and adjusted in the kick-off minutes with each contractor.

Likewise, **THE CONTRACTOR** must fill out written contracts and / or service orders with local suppliers of G&S, in order to guarantee compliance with what the law dictates on the matter.

**THE CONTRACTOR** must comply with the provision of the information required by the Subdirectorate of Social Management of **THE COMPANY** regarding the hiring of local G&S, according to periodicity and forms supplied. It is the Contractor's responsibility to comply with the payment commitments for the G&S and / or any other commercial obligation contracted in furtherance of the contract. **THE CONTRACTOR** must deliver to **THE COMPANY** copy of the Clearance Certificates signed by the local and regional providers, which will be verified by the Contract Inspector and by the Social Management Professional of **THE COMPANY** assigned to the zone.

The payment of the obligations that **THE CONTRACTOR** has with suppliers and subcontractors in the region will condition the payments owed **THE COMPANY** to **THE CONTRACTOR** up to the amount owed to the supplier or

subcontractor. It is imperative for **THE CONTRACTOR** to be current in payments to suppliers and other service companies in the Region with which it has contracted a commercial obligation on a permanent basis; for this, it must submit clearance certificates signed by local and regional suppliers. **THE CONTRACTOR** must ensure the payment of all the obligations contracted by its officials on the occasion of the works, goods or services, contracted by **THE COMPANY**.

#### **7.10 ROAD MANAGEMENT STRATEGY**

Taking into account that the management of social infrastructure is considered one of the most sensitive aspects of social management, **THE CONTRACTOR** must bear in mind to:

- Prepare and present a matrix of existing social infrastructure and supports for the processing of permits to enter properties, acts of neighborhood and clearance of properties.
- In the event that damages are generated in the social infrastructure, support for payment of damages must be provided.
- Verify the state of the infrastructure surrounding the road (social, economic and cultural) and deliver clearance certificates, in case that damages are caused.
- Duly document the state of the roads that need to be used in furtherance of the project, work or activity. This includes film and photographic records and minutes where the state of the roads is verified before and after.
- Visits to verify the status of the roads must have the participation of representatives of the Community Action Boards or ethnic authorities, the communities that live in the vicinity of the roads and must include the support of guarantors such as the Municipal Ombudsman, Mayor's Office and other entities considered pertinent.
- At the end of the project, work or activity, the roads must be in the same or better condition than the one they had before their use.
- A clearance on use of the roads must be negotiated with the communities that participated in the review of the state of the roads.
- Any damage done by **THE CONTRACTOR** and its third parties to the roads, neighboring homes and other public or private assets in furtherance of the project, work or activity must be assumed by **THE CONTRACTOR** at its cost.

#### **7.11 COMMUNICATIONS AND CRISIS MANAGEMENT STRATEGY**

Within this management, **THE CONTRACTOR** must anticipate and respond to possible conflicts with the local population and other stakeholders, derived from the development of the project, work or activity. This response must be coordinated, down to the smallest detail, with the Audit Office and the Social Management professional of **THE COMPANY** assigned to that zone. **THE CONTRACTOR** must keep an orderly record of possible early warnings and social risks and report them to the Audit Office and the Social Management Professional of **THE COMPANY** for comprehensive care. The objective is to prevent those alerts identified from materializing in social incidents that generate a slowdown or total stoppage of the Contractor's and / or **THE COMPANY** activities with the consequent reputational impact.

**THE CONTRACTOR** must execute the necessary actions that guarantee satisfaction in the attention to the community's requirements, through an orderly system of PQRS attention, associated with the Project and / or Operation, clearly establishing the procedure for the reception, attention and response . This must have a classification, monitoring and measurement system and indicators regarding the agility to respond as well as the monitoring and closing of the issues.

Likewise, if in the operation of its system, it receives PQRS that do not have to do directly with the development of the Project, Work and / or Operation, these will be redirected through the Audit to the Social Management Professional of **THE COMPANY** assigned to the zone.

**THE CONTRACTOR** must have at least the following means to assist the community, prior agreement with the Subdirectorate of Social Management of the Sustainable Development Management:

- Information points (rural area). The community bulletin boards of the Schools and Community Centers can be used, with prior authorization from the Community Action Boards - JAC or ethnic authorities and directors of educational institutions -if the case so requires-.
- Telephone line for the reception of PQRS.
- Exclusive email for PQRS reception.
- In cases where work service points are required, these must be installed and serviced by **THE CONTRACTOR** at its cost, as described in point 8 of this manual.

The information on these channels must be included in all the communication pieces that will be designed for the Project and / or Operation.

Each call received on the telephone line generates a report in the format established by **THE CONTRACTOR**, which must be submitted in accordance with the times established in the contract initiation act and which will correspond to the attention of PQRS where the request and the response provided will be clearly explained. This management will be understood as a solution to the complaint or claim filed by the citizen and must be delivered as support in the weekly reports to the Audit Office.

## 7.12 SOCIAL CONTRACTOR RESPONSIBILITY

If within its Corporate Social Responsibility program, **THE CONTRACTOR** plans to implement a Social Investment Project in the area of influence of the project, work or activity, the development of said initiative must be carried out under the lines contemplated in the programs of the Social Management Plan of **THE COMPANY** and in absolute coordination with the Audit Office and the Social Management professional of **THE COMPANY** and in any case it will be preferred that it complements or supports initiatives that **THE COMPANY** has already identified or established in the territory, within the development of its Social Investment Instructions within the framework of the sustainability policy, guaranteeing human rights, cultural diversity and gender equality in the territories.

## 7.13 FOLLOW-UP AND CLOSURE

**THE CONTRACTOR** must deliver a final report of the Social Management Plan with statistics of the activities carried out during the project, work or activity, emphasizing the promotional actions on gender diversity.

**THE CONTRACTOR** must present partial or periodic reports with statistics and their frequency will be determined at the opening meeting where the forms to be filled out by the **THE CONTRACTOR** and that will be monitored.

**THE COMPANY** will require a social clearance signed by the Sustainable Development Management - Subdirectorate of Social Management, for the settlement of the contract. For the generation of such clearance certificate, **THE CONTRACTOR** must deliver the supports in accordance with the Social Dossier applicable to the scope of the contract.

It is reiterated that any situation not contemplated in the manual and that has a direct impact on the social management of the contract, must be immediately reported to the project auditor and the social management professional assigned to the area.

## SECTION 8

### SPECIFIC QUALITY MANAGEMENT OBLIGATIONS

**THE CONTRACTOR** must provide and deliver to the Contract Audit a work in accordance with the quality requirements defined in the documents that are part of the contract, and to achieve this objective, it will execute and control the work under the approach of an Assurance or Management model of the Quality in accordance with the NTC-ISO 9001 current version and the NTC-ISO 10005 current version

For the understanding and definition of technical terms on quality, **THE CONTRACTOR** must present a specific quality plan for the project, which must include the requirements of a Quality Management System based on the NTC ISO 9001 standard and the specific requirements of the project.

During the execution of the works, the responsibility for the quality of the product and / or service lies, solely and exclusively, on **THE CONTRACTOR**. Any supervision, review, verification or inspection carried out by the auditing or **THE COMPANY**, will be done to verify compliance, and this does not exempt **THE CONTRACTOR** from its obligation on the quality of the product or service.

The Quality Plan will be the tool for the coordination and development of the different activities required in the Contract, complying with the quality standards, by virtue of the above, **THE CONTRACTOR** must submit the documentation in an orderly, systematic and understandable manner.

During the execution of the works, **THE CONTRACTOR** must prepare the records in accordance with the procedures and instructions referred to in the Quality Plan. The reliability of these records must be such as to guarantee **THE COMPANY**, that contracted work is being performed in accordance with approved documented procedures.

#### 8.1 CONTENT OF THE QUALITY PLAN

**THE CONTRACTOR** must submit and develop a specific Quality Plan for the development of the contract purpose, taking into account the parameters established in ISO 10005, which must contain at least the following parameters:

##### 8.1.1 REQUIREMENTS AND SCOPE OF THE QUALITY PLAN

**THE CONTRACTOR** must list the deliverables (products or services) bearing in mind the contractual, legal, regulatory requirements identified and established for the development of the contractual object.

**THE CONTRACTOR** must make a formal statement of the policies, objectives, resources, compliance with legal, regulatory and other requirements that prove the commitment to the quality of works, products or services developed to achieve the object of the contract.

### **8.1.2 OBJECTIVES OF THE QUALITY PLAN**

**THE CONTRACTOR** must establish in the Quality Plan of the contract, the specific quality objectives and the means to achieve them. Likewise, the mechanisms for monitoring and measuring the fulfillment of the objectives must be established, in accordance with the provisions of paragraph 8.1.9 of this document.

### **8.1.3 RISK IDENTIFICATION**

**THE CONTRACTOR** must carry out the identification of the risks of the project and generate the necessary controls in order to provide confidence that the expected results were achieved and that the undesired effects of the contract will be avoided or reduced.

Internal and external issues that may affect **THE CONTRACTOR'S** capacity to achieve the expected results must be included in the risk identification.

### **8.1.4 PROCESS DESCRIPTION**

**THE CONTRACTOR** must identify the processes and activities required to fulfill the requirements and the defined scope. The processes and the description of each process (inputs, activities and outputs) must be defined. As well as the list of the documents necessary to guarantee an adequate standardization of the identified activities and the person responsible for the process, together with their work team.

### **8.1.5 PLANNING OF ACTIVITIES, HUMAN RESOURCES, RAW MATERIALS, EQUIPMENT AND PROCEDURES**

**THE CONTRACTOR** must plan for each process and its critical activities, the human resources, equipment, materials, procedures and records necessary to ensure development with the defined quality level.

### **8.1.6 PROJECT ORGANIZATION AND COMMUNICATION CHART**

**THE CONTRACTOR** must prepare an organization chart that clearly shows the functions, responsibilities and authorities of the positions demanded and required for the development of the contract. The dedication times of the people assigned to each defined position must be established.

**THE CONTRACTOR** must establish a communication matrix and the definition of roles and responsibilities of the different actors of the project where the interrelationships of the Contractor's organization with the entities that intervene in the project are shown.

### **8.1.7 INSPECTION AND TEST PLAN (SPECIFICATIONS, RULES, FREQUENCY, DOCUMENTS AND RECORDS)**

Based on the needs and expectations identified by **THE COMPANY**, expressed in the terms of reference, **THE CONTRACTOR** must plan the performance of the activities that will ensure the quality of the Contract, considering the requirements and specifications of the products and services to be provided and the necessary controls to ensure compliance.

**THE CONTRACTOR** must identify control activities for the defined processes, which allow to verify compliance with the specified requirements for materials, works, services, equipment, products, among others, according to the



Management System it manages. At each of these control points, it must carry out the appropriate treatment of the non-conforming product. When contractually required, the Quality Plan must include an inspection and test plan, which must include at least:

- Control points (Activity, raw material, equipment, product in process, final product, etc.).
- Control variable, Unit of measure.
- Criteria for acceptance.
- Definition of the type of Control (tests, trials, inspections, measurements, etc.).
- Procedures or Norms governing the control.
- Frequency (sampling plan when necessary).
- Measurement equipment (Identify calibration requirements).
- Required environmental conditions, when necessary.
- Responsible for executing control.
- Responsible for approving the result.
- Treatment of non-conformities.

The calibration certificates of the equipment used to perform the measurements and tests defined in this item must be included in the record control.

#### 8.1.8 PURCHASES

**THE CONTRACTOR** must establish the necessary processes to ensure compliance by subcontractors and suppliers with the quality requirements of the contract.

**THE CONTRACTOR** must ask its subcontractors and suppliers to comply with the quality requirements of the contract.

**THE CONTRACTOR** must ask its subcontractors and suppliers to comply with the quality requirements of the contract, in all cases, with prior authorization from the auditor. **THE CONTRACTOR** must select its suppliers and subcontractors, according to their capacity to supply goods and services with the required quality, as well as the controls to which they will be subjected.

Before proceeding with a purchase or subcontract, it should evaluate and select its suppliers or subcontractors to ensure that they have the adequate capacity to:

- Meet delivery requirements.
- Satisfy quality, SST and Environmental requirements
- Satisfy any specific requirement that is demanded for the product that is purchased or subcontracted.

**THE CONTRACTOR** must ensure that purchase orders, work orders or subcontracts provide the supplier or subcontractor, clearly and precisely, with all the information necessary to comply with the requirements of **THE COMPANY**. Any change in the specifications must be communicated in due time to the suppliers and subcontractors.

The materials, equipment or products supplied by the **CONTRACTOR** will be new and of a quality such that they comply with the technical specifications contained in **CONTRACT**. **THE CONTRACTOR** must adequately accredit such quality by also carrying out the necessary tests requested by the Audit Office. In the event of defects, these

materials may only be replaced by others of equivalent or higher quality, with the prior written approval of the Auditor. **THE CONTRACTOR** must submit quality certificates and a certificate of the tests carried out on the different equipment supplied, as well as the calibration certificates applicable.

When a material is rejected, **THE CONTRACTOR** at its cost must remove it and replace it, without this implying changes in the price and the terms agreed in **CONTRACT**. **THE CONTRACTOR** must guarantee the specifications and quality thereof and in no case will it use contraband materials or with false certificates, for which **THE COMPANY** or the auditing department will require copies of the purchase invoices and DIAN certificates in order to establish the origin of the materials and the corresponding authenticity supports.

#### **8.1.9 MANAGEMENT AND ADMINISTRATIVE CONTROL INDICATORS**

**THE CONTRACTOR** should review the quality management system to ensure its continued convenience, adequacy, effectiveness, and efficiency. Procedures for the review by the Management must be established and this must be carried out at least every six months or once if the duration of the contract is less than six months. This review should include the evaluation of opportunities for improvement and the need to make changes to the quality plan.

Furthermore, a measurement system must be established that allows to evaluate the fulfillment of the quality objectives and indicators at a general level, of components or processes and operations of the project. For this measurement system, the following must be established:

- Indicator name and description
- Unit of Measure
- Formula
- Description of indicator variables
- Target
- Frequency
- Data source
- Responsible Parties
- Presentation instance.

The monitoring and control instances (committees and meetings) must be defined, defining clear functions, the attendees and the frequency thereof.

#### **8.1.10 IDENTIFICATION AND TRACEABILITY**

**THE CONTRACTOR** must establish the actions that allow tracing the history, application or location of a product or service through a unique and registered identification, and it must maintain the record of said identification in formats according to the Management System that it manages.

At a minimum, all products and services, partial and final, subject to the quality control plan must be identified and traced. In the identification and traceability of the products, the contractual documents supplied by **THE COMPANY** must be included.

#### **8.1.11 INTERNAL AUDITS**

**THE CONTRACTOR** must establish a documented internal audit procedure where the criteria of the internal quality audit program, the preparation of the audit plan, the checklists and the audit report, as well as the profile of the

audit team, are defined. The results of these audits must be documented by recording the findings, the corrective actions required, the agreed period of time and the person responsible for their execution.

During the execution of the works, **THE CONTRACTOR** must develop a program of internal quality audits, which includes at least one semi-annual audit. The internal audit program, as well as the audit team, will be approved by the Audit Office. Likewise, **THE CONTRACTOR** must send the follow-up to the fulfillment of the corrective actions, in order to ensure the closure of findings.

The results of the internal audits may be analyzed by the auditor, as well as the corrective actions carried out and their effectiveness.

#### **8.1.12 CONTROL OF THE NON-CONFORMING PRODUCT, CORRECTIVE AND PREVENTIVE ACTIONS**

**THE CONTRACTOR** must establish the non-conforming product procedure, clearly indicating the provisions to be followed, those responsible for authorization, the respective analysis and the records generated, as well as the criteria that allow the identification of non-conforming products

**THE CONTRACTOR** must execute corrective and preventive actions and verify their effectiveness in solving the situation defined as “Non-compliant”. These actions will be carried out in accordance with documented procedures that make it possible to identify causes, propose solutions and follow up thereon.

#### **8.1.13 DOCUMENT AND RECORD CONTROL**

**THE CONTRACTOR** must define and build the procedures and documents required for the proper development of the contract; the degree and detail of the documents identified and documented must depend on the complexity of the work, the methods used, the skills and training required by the Personnel in charge of carrying out the activity.

**THE CONTRACTOR** may, if it deems it necessary, implement other documents provided that the foregoing results in the improvement of the quality and fulfillment of the contract.

**THE CONTRACTOR** will establish procedures for when changes and modifications are made in the documentation of the Quality Plan, in such a way that it is reviewed and approved by the auditor. Changes must be promptly notified to impacted areas.

The documents generated by the contract must be included within the documentation, for which **THE CONTRACTOR** will design a procedure to control documentation and data, which must be mentioned in the quality plan and be available for consultation. All the procedures and other documents generated in furtherance of the contract must be defined in a master list of documents.

Quality records must be kept to demonstrate compliance with the Quality Plan. Therefore, **THE CONTRACTOR** must have procedures for the control of records, which must be clearly identified with the works, classified in such a way that they are easily retrievable, filed or stored to avoid their deterioration, protected against unauthorized access and alterations, available for **THE COMPANY** and the Auditor, and retained for a contractually agreed period.

**THE CONTRACTOR** must indicate the person responsible in its organization for executing the control of the records.

At the time of the settlement stage of the contract, **THE CONTRACTOR** must deliver a copy of the project's quality records to **THE COMPANY**, or as agreed in the contract documents.

## SECTION 9

### OBLIGATIONS OF THE CONTRACT AUDITOR

Based on the M-GAB-002 Management and Auditing Manual of **THE COMPANY**, which contains the general guidelines that regulate the control and monitoring of the execution and termination of the contracts and agreements entered into by **THE COMPANY**; the auditing and managing of contracts or agreements consists of monitoring compliance with the obligations contained in the contractual documents, taking into account, among others, the technical, administrative, financial, legal, industrial and environmental safety aspects that have been agreed in the contract or agreement to guarantee its proper execution.

The auditor of the contract must exercise control of the execution of the contract or agreement regarding the following aspects, as applicable:

#### 9.1 ADMINISTRATIVE ASPECT

- a. Verify the documentation contained in the contract or agreement folder in accordance with the auditor's checklist set out in Annex 2.
- b. Provide the contractor with the information required to comply with the contract or agreement, except when guarantees are not fulfilled therein.
- c. Approve the guarantees of the contract or agreement, for which it must have the positive opinion of the person in charge of the insurance area or whoever acts as such.
- d. Sign the kick-off minutes in the terms of the contract or agreement.
- e. Request the updating of guarantees in accordance with the kick-off minutes or in accordance with the modifications or suspensions of the contract or agreement.
- f. Monitor the tasks corresponding to the execution of the object and scope of the contract or agreement, the fulfillment of the quality standards, personnel and equipment offered under the conditions approved by the Company.
- g. Receive and demand from the contractor, both the reports and the other deliverables established in the contract or agreement.
- h. Attend, process or resolve any query made by the contractor for the correct execution of the contract or agreement with due diligence, for which it must ensure that the correspondence generated by the contractor during the execution of the contract must be monitored and controlled in such a way, that the requirements presented can be answered and addressed in a timely manner.
- i. Receive the correspondence between the contractor and the Company, in accordance with current internal regulations and instructions.
- j. Attend field visits, audits, socialization meetings and all those that are necessary according to the criticality of the contract or agreement.
- k. Keep track of the expiration dates of contracts or agreements in charge, as well as other related documents such as guarantees, policies, modifications and suspensions of the contract or agreement.
- l. File in the respective Contract folder and as they are generated, the documents created in the execution stage of the contract. The area responsible for guarding said folder for contracts exceeding 200 SMMLV

will be the Legal and Government Affairs Vice Presidency. The Auditor will be responsible, during its execution, for guarding the portfolio of contracts whose value is equal to or less than 200SMMLV.

- m. Carry out all the procedures and issue the necessary documents for the termination or liquidation of the contracts or agreements under his charge within the validity thereof.
- n. Send to the Legal Vice Presidency and Government Affairs in order to send to the general file within ten (10) business days following the termination or liquidation of the contract or agreement, all the documents that are generated during the final stage thereof. In the case of contracts whose value is equal to or less than 200 SMMLV, the complete folder must be sent to the Legal and Government Affairs Vice Presidency. The Auditor must attend to the requests of the area responsible for the custody of the Contracts or Agreements documents related to the filing of the Contract folder.
- o. Prepare a certificate of fulfillment of the contract or agreement indicating, among others, the number of the contract or agreement, date of signature, contractual object, main activities, execution period, date of the Kick-off Minutes, value and performance of the contractor.
- p. Carry out the performance evaluation of the contractor in the instructions defined for that purpose, and ensure that it is included in the information system established by the Supply Management.
- q. Formally issue the certification of experience with the respective qualification, according to the model established by the Supply Management.

## 9.2 TECHNICAL ASPECT

- a. Issue justification regarding the viability of modifications to the contract or agreement.
- b. Ensure that the standards, technical specifications and manufacturing procedures and / or construction plans are complied with, as established in the contract or agreement.
- c. Verify that the contract or agreement is developed within the term and with the established values, as well as, verify the progress according to the schedule approved by the controller, if any.
- d. Carry out measurements of the quantities of work executed, verify the deliveries of the goods or the performance of the contracted services, which will be recorded in the certificate of compliance with the respective contract or agreement.
- e. Verify that the profiles of the work team meet the conditions required in the contract or agreement.
- f. Process requests for entry of the contractor's personnel and equipment or external persons to the Company's own facilities in furtherance of the contract or agreement purpose.
- g. Coordinate the reimbursement to the Company of the equipment and elements supplied or acquired under the contract or agreement; likewise, verify with the area in charge of the Company's assets the entry thereof, verifying their status and quantity.
- h. Render the reports requested regarding the execution of the contract or agreement by the direct report, the person Authorized to Contract or the Presidency of the Company on the status of the contract or agreement, when required.

## 9.3 FINANCIAL ASPECT

- a. Ensure the correct budget execution of the contract or agreement.
- b. Approve the investment plan for the advance and verify its total amortization.
- c. Manage, in accordance with the Company's procedures, the corresponding authorizations associated with the approval of reimbursable expenses.
- d. Report in due time to the competent Committee in accordance with the provisions of the Company's Contracting Manual, aspects related to the execution of greater amounts than initially foreseen in the contract or agreement, so that the need to increase the value thereof is identified, thus avoiding excessive executions, additional works or additional activities.

- e. Verify compliance by the contractor and as a requirement for the corresponding payments of invoices or bills, the payment of contributions to the General Social Security System covering health, pension, occupational risks and parafiscal contributions; and compliance with the other payment conditions set out in the contract or agreement. Review and approve the payment of the goods delivered and / or the services provided by means of approval of the progress certificates or partial delivery certificates or equivalent supporting document, establishing that the activities recorded therein correspond to the services actually provided.
- f. Approve the invoices or bills submitted by the contractor, within a maximum period of ten (10) calendar days, in accordance with the procedure established for this by the Financial Vice Presidency. If errors or inconsistencies are found, the auditor will return the invoice or equivalent bill to the contractor within seven (7) calendar days after its filing.
- g. Verify that the amount of reimbursable expenses, approved by the corresponding instance is not exceeded, and that the procedure for their payment is followed. Ensure that the corresponding insurer or bank is informed in due time of any modification made to the contract or agreement, or any activity or requirement that could affect its normal execution.
- h. Request to the accounting area, the report of payments and deductions made to the contractor.
- i. Prepare the Termination Minutes or the Early Termination Minutes for those contracts that do not require to be liquidated, which include the financial closing and the clearance certificate and except for the obligations derived from the contract or agreement.
- j. Prepare the Liquidation Minutes or Early Termination and Liquidation Minutes, which will include the financial closing of the contract or agreement, as well as the fulfillment of the benefits derived therefrom. Likewise, the clearance from the obligations derived from the contract or agreement must be included.
- k. Manage and comply, in the times and conditions agreed in the Contract or Agreement, the procedure for its Termination or Liquidation.
- l. Review the validity of the guarantees that cover the risks that must be covered after the end of the contract or agreement, in accordance with that agreed upon by the parties and, if applicable, require the contractor to expand or update them as a requirement for the subscription of the termination or liquidation minutes.

#### **9.4 LEGAL ASPECT**

- a. Observe and comply with current legal provisions, and the Company's Contracting Manual.
- b. Manage timely, within the execution period, and before the respective instances, requests for modifications of the contract or agreement, in accordance with the provisions of the Company's Contracting Manual, and prior review by the Applicant.
- c. Sign the Suspension Minutes or Restart Minutes of the contracts or agreements, verifying that during this period the contractual guarantees remain in force.
- d. In the event of non-compliance or claims by the contractor:
  - The Auditor shall request the contractor in writing to foresee the partial or total breach of the contractual obligations.
  - The auditor must promptly inform his immediate boss or the authorized to contract, about the delays or non-compliance that may give rise to the application of criminal clauses, as established in the Contract or Agreement.
  - For the processing of contractual claims, the controller must promptly inform the direct reports, render reports and manage the support of the legal area, according to internal procedures, as well as those provided for in the contract or agreement.

- The Authorized to Contract will formally intervene before the contractor in the application of criminal clauses, claims covered by the guarantees granted in the contracts as required. The Auditor must manage the accompaniment of the legal area and coordinate what is necessary in said procedures.

## 9.5 SUSTAINABLE DEVELOPMENT ASPECTS

- a. Monitor compliance with the environmental obligations attached to the contract or agreement.
- b. Comply with environmental management plans and / or environmental permits or licenses.
- c. Strive to guarantee engagement plans with the communities located in the area of influence where the contract or agreement is executed, in accordance with the Company's social responsibility policy
- d. Coordinate with the environmental authorities or national institutions the correct engagement, in order to guarantee favorable conditions for the execution of the contract or agreement.
- e. Coordinate the process of licenses and permits required by virtue of the contract or agreement entered into by the Company.
- f. Monitor the implementation and compliance with labor, industrial safety, occupational health, social and environmental regulations, as well as internal regulations and procedures related to the execution of the contract or agreement.
- g. Review and approve the HSE risk assessment before starting any activity and implement the corresponding control measures, in accordance with the guidelines of the Sustainable Development Management.

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