**Special social specifications**

**applicable to the services carried out by external contractors**

**and involving the performance of work by their staff on a CEA site**

(C2SP)

**Foreword**

In order to meet the needs of its operations or actions, CEA calls on external contractors to provide services and labour, resulting in the staff of these companies being stationed in its centres and facilities, in particular its nuclear facilities. This approach which is commonly referred to as “outsourcing”[[1]](#footnote-1) is a normal corporate action which involves a large number of companies in CEA’s various business segments. These companies possess specialised skills and expertise as well as qualified staff and thereby contribute to the development of the industrial fabric and the job market in the areas where CEA’s centres are located.

In connection with its outsourcing approach, CEA’s goal is:

- on the one hand, to ensure that external contractors comply with nuclear and other safety rules and regulations applicable to their services and to the facilities where their staff are assigned in order to maintain the highest level of nuclear safety and security in the CEA centres,

- on the other hand, to ensure that, in the performance of their duties, the staff of these companies enjoy working conditions that protect their health and safety via appropriate risk prevention, radiation protection and medical monitoring provisions.

These specifications lay down the framework for these services which is designed to achieve this two-fold objective.

**1. Scope**

These specifications are intended for all service providers, whether they are contractors or potential subcontractors, irrespective of their rank. They pertain to all services performed in the CEA centres, regardless of whether they are carried out in a nuclear facility, insofar as this facility is in operation, except for services performed within the context of building and civil engineering projects related to facilities under construction.

These specifications in no way interfere with the specific responsibilities of the service providers, including subcontractors; in particular their responsibilities towards their employees in their capacity as employer, nor with those of CEA as the operator of regulated facilities.

These specifications are transmitted with the consultation and tender documents with a view to informing tenderers of the framework applicable to CEA outsourcing. They do not replace the contractual documents, especially CEA’s General Purchasing Conditions, which shall prevail in any case.

**2. Legal framework of contracts entered into by CEA**

In light of its status as a public industrial and commercial research facility, CEA is a “contracting authority” as defined by public procurement law, subject to the provisions applicable to this type of public entity for the awarding of its contracts.

To this end, CEA awards its contracts on the basis of the tender offering the best value for money (commonly referred to as the “best offer” principle).

Accordingly, depending on the subject of the contract, CEA assesses the bids proposed by the tenderers, based on conventional criteria such as price and technical value in addition to criteria which demonstrate the quality of the services to be performed, in particular in the areas of security, nuclear safety and radiation protection. This assessment relates *inter alia* to the organisation that the tenderers intend to put in place to meet the challenges posed by their services in these areas.

These criteria which are ranked and rated as necessary are transmitted in the consultation or tender documents of the contract.

CEA requires that service providers strictly comply with the commitments expected from them in the abovementioned areas.

**3. CEA’s service provider approval procedure**

In order to meet nuclear safety management requirements, CEA has implemented an approval procedure for the service providers who have to perform work in the field of clean-up and nuclear dismantling (referred to as “approval of clean-up contractors”). Obtaining this approval is a prerequisite for any consultation of a service provider by CEA.

To be approved, service providers must fulfil a number of conditions stipulated by the procedure, which include:

- on the one hand, possessing:

o technical skills, qualified staff and suitable equipment;

o a quality organisation;

o a safety improvement programme that is revised on a periodic basis;

- on the other hand, presenting:

o a radiation protection organisation that includes the training as well as the medical and dosimetric monitoring of their staff;

o a radiation protection improvement programme that involves *inter alia* optimisation goals (with regard to collective and individual doses).

Throughout the performance of the contract, service providers must ensure compliance with all of the conditions pertaining their approval. CEA reserves the right to check compliance with these conditions by conducting regular assessments and audits.

Under the approval procedure, CEA may suspend and/or withdraw the approval of a service provider at any time if an event occurs that results in a loss of the qualification requirements (such as a significant event or incident during performance of the services, a noted alteration of their quality system, etc.), with the underlying consequences that this may have on the contract and the awarding of new contracts to the service provider in question.

**4. Service providers’ social responsibility**

Throughout the performance of the contract, service providers are required by CEA to commit to complying with all applicable labour law provisions, in relation to their staff, in particular those regarding the fight against illegal employment and to correcting any deviation, where necessary.

CEA requires service providers to ensure that their subcontractors comply with the same undertaking.

**5. Training, qualification and skills required of service providers’ staff**

CEA requires service providers to commit to:

- assigning trained, qualified staff who have the necessary technical skills for the performance of the contract;

- ensuring said staff receive appropriate training for the risks inherent to performance of the contract;

- developing and maintaining the knowledge of their staff, in particular to enhance the adoption of a nuclear safety, radiation protection and risk prevention culture.

Service providers shall make sure that any subcontractor complies with the same undertaking.

**6. Skills development**

Where necessary, the senior executives of the CEA centres will organise periodic general information meetings in order to inform existing or potential service providers of CEA’s future outsourcing needs.

The information transmitted at this time is intended to help service providers implement the necessary actions to ensure that their employees’ skills match the needs and renew them if necessary, as well as contribute to their ongoing development.

CEA invites service providers to take advantage of the nuclear job training actions organised in connection with the French institute of nuclear sciences and technology (INSTN), the international institute of nuclear energy (12EN) and, via the latter, those of the associated teaching institutions.

**7. Use of subcontractors by service providers**

The possible use of subcontractors by service providers to perform the services under the contract is subject to prior written authorisation from CEA. The need for such an authorisation applies to all subcontractors, irrespective of their rank.

With regard to services or work performed in the facilities where staff are likely to be exposed to ionising radiation (excluding building and civil engineering projects related to facilities under construction), the use of subcontracting by the contractor is limited to two levels.

**8. Radiation protection and dose monitoring**

CEA requires that service providers undertake to comply with the provisions of the French Labour Code and the French Public Health Code with respect to radiation protection, and in particular:

- comply with the fundamental radiation protection principles (substantiation, optimisation and limitation) with the aim of reducing the dose received by their staff via a continued optimisation approach;

- additionally to comply with the principle of fairness which involves minimising the dose differences between the exposed workers;

- comply with the ban on assigning employees on a fixed-term contract, temporary workers or apprentices to the performance of work carried out in areas where the hourly dose rate is likely to be more than 2 mSv and to extend this prohibition to employees on a works contract;

- involve their employees in the safety briefing organised by CEA for the staff of service providers, including an information session on safety and radiation protection;

- provide each employee with an information booklet outlining the specific risks related with the position held in connection with the service as well as the safety risks applicable in normal or degraded situations;

- provide class A or B employees with risk prevention training conducted by a training organisation that is CEFRl-F-certified or qualified in accordance with the provisions in force;

- enable contact between the radiation protection specialists (PCR) from CEA and their own;

- pursuant to the equivalence principle implemented at CEA which involves ensuring the same level of radiation protection and monitoring for all exposed workers, assign one or more qualified radiation protection technicians (TQRP) and expedite the exercise of their duties, whenever the contract or the service involves a risk of exposure to ionising radiation.

For its part, CEA:

- undertakes to associate the service providers’ PCR with the determination and implementation of the general coordination for the measures to prevent the risks of interference;

- based on the conditions set out in the contract, offers to provide service providers with operational dose monitoring equipment to monitor their employees and transfer the results to the IRSN in the SISERI base, as the analysis of the results is the responsibility of each service provider;

- reserves the right to check that service providers implement a radiation protection level for their employees that is at least equivalent to that implemented for CEA staff.

**9. Risk prevention**

CEA requires service providers, including subcontractors, to commit to considering safety and, where necessary, nuclear safety as an absolute priority from the design and preparation stage of the services as well as during performance thereof, to implement the resources and organisation to achieve this goal and to prove that they match the requirements of the contract.

As a result, service providers shall undertake to comply with the provisions of the French Labour Code as regards work by an external contractor in a facility, and especially:

- appoint a Safety Officer, who shall liaise with CEA in all areas concerning security, nuclear safety and radiation protection;

- take part in the joint preliminary inspection of the work place and analysis of the risks of interference by providing CEA and their subcontractors with all information required for prevention of the risks;

- take part in subsequent inspections and periodic coordination meetings;

- help to draw up the prevention plan and any updates;

- encourage the participation of the institutions representing the staff in question (CHSCT or SR)[[2]](#footnote-2) in the aforementioned inspections and meetings, provided that they comply with the rules of access to CEA centres;

- inform the employees assigned to performance of the contract of the specific dangers to which they are exposed and the preventive measures taken in this respect;

- provide employees with appropriate personal and collective protective equipment and train them in the use thereof;

- ensure that their subcontractors comply with these provisions.

CEA undertakes to provide service providers with all information required to prevent the risks of interference.

**10. Work accidents and occupational diseases**

CEA is mindful that the service providers’ employees, including the subcontractors, enjoy working conditions that protect their health and safety in the same way as it has this concern for its own staff.

To this end, service providers, including subcontractors, shall commit to:

- promptly informing CEA of any work accident, even a minor one, that involves any of their employees and any occupational disease that affects said employees in connection with performance of the contract, without including any personal data;

- refraining from concealing any accident or occupational disease;

- setting annual progress goals in relation to health and safety, including a goal to reduce the number of work accidents and occupational diseases.

**11. Handling discrepancies and anomalies**

CEA is mindful that the service providers, including subcontractors, and their staff, help to achieve a good level of safety and, as required, nuclear safety.

Therefore, service providers and subcontractors shall commit to:

- promptly reporting to CEA any nuclear or other safety incident or accident and, in general, any deviation from the nuclear or other safety reference system or any anomaly;

- refraining from concealing any incident or accident;

- not sanctioning any employee who reports a deviation or anomaly, nor any employee who caused the deviation or anomaly, except for professional misconduct;

- providing CEA with all information in relation to the event or deviation, and performing an analysis thereof and, where necessary, providing feedback;

- setting annual progress goals as regards nuclear safety.

CEA undertakes to ensure that service providers, including subcontractors, have access to information and feedback of the events that occur in its facilities and which may affect the activities of the service providers and subcontractors.

**12. Involvement in the expanded CHSCT**

Whenever the specific conditions stipulated by the French Labour Code are fulfilled[[3]](#footnote-3), CEA sets up an expanded CHSCT in order to ensure the representation of service providers and their subcontractors.

Whenever they fulfil the conditions, the service providers undertake to actively take part in the expanded CHSCT of the CEA centre where the contract is being performed, and to foster representation of their staff within the committee meetings.

**13. Medical supervision**

With a view to ensuring that the staff of service providers, including subcontractors, enjoy the same quality of medical supervision as that enjoyed by CEA staff, CEA offers service providers, under regulatory conditions, to have its centres’ occupational health departments provide the following:

- any additional examinations that are required by the nature and duration of the work performed at CEA by the employees of the service providers and their subcontractors, and, whenever possible, periodic examinations;

- enhanced medical supervision of employees exposed to ionising radiation when working in a CEA centre that houses a base nuclear facility or a secret base nuclear facility.

Moreover, CEA undertakes to enable communication between the respective occupational physicians:

- of the elements of the personal medical file of the service providers’ and their subcontractors’ employees which are required by the CEA occupational physician;

- information on the specific risks posed by the work for the health of the service providers’ employees.

**14. Use of temporary work**

CEA requires service providers working in a nuclear facility to make the following commitments:

- only use, when required, CEFRl-I-certified temping agencies;

- refrain from appointing temporary workers to supervisory positions or safety-related positions, except whenever this is required for a temporary replacement or with CEA’s prior authorisation;

- as regards temporary workers, to comply with the same provisions as those stipulated by these specifications for their staff, in particular provision of radiation protection training by a CEFRl-F-certified organisation for class A or B workers;

- ensure that their subcontractors do the same.

**15. Conditions for accessing and working in the CEA centres**

15.1 Access to the CEA centres

The service providers’ staff and that of their subcontractors are allowed to access the CEA centre where the contract is being performed, provided that they hold a favourable safety opinion and, as applicable, clearance for the protection of national defence secrets.

CEA requires service providers and their subcontractors to ensure that their staff comply with the safety and disciplinary rules applicable on the CEA site where the contract is being performed. In the event of non-compliance with these rules, the right of access may be withdrawn. They shall be informed thereof by their employer.

15.2 Access to the canteen

The service providers’ staff and that of their subcontractors can access the canteens of the CEA centre where the contract is being performed.

15.3 Access to means of transportation

The service providers’ staff and that of the subcontractors may be allowed access to the transportation system implemented by the CEA centre where the contract is being performed, based on the arrangements put in place by the latter and subject to a priority right of access of CEA’s own personnel.

15.4 Access to victim emergency resources

The service providers’ staff and that of their subcontractors shall enjoy the same access to victim emergency resources as the personnel of the CEA centre where the contract is being performed.

15.5 Status of employees on “long-distance assignment”

Service providers shall undertake to comply with the provisions of their applicable collective bargaining agreement in this regard as well as any other applicable collective agreement, and to ensure that their subcontractors do the same.

In their bid, service providers shall give details of the provisions applied to their staff as well as those applicable to the staff of their subcontractors.

**16. Replacement of the contractor**

If the contractor is replaced, CEA requires that the outgoing service provider undertake to comply with the provisions of the sector collective bargaining agreements stipulating the communication of information to the incoming service provider in relation to the situation of staff assigned to performance of the contract, with a view to possible transfer of the employment contracts.

With respect to the cases not covered by the provisions of the aforementioned collective bargaining agreements and other agreements, and excluding changes in the employer’s legal situation resulting in a transfer of the employment contracts with the new employer pursuant to the French Labour Code, CEA requires that the outgoing service provider, where necessary, encourage the employment by the incoming service provider of its own staff who would like to continue working on site.

**17. Respect for fundamental rights and promotion of diversity**

In its outsourcing approach, CEA undertakes to respect:

- the fundamental rights set out in the Universal Declaration of Human Rights adopted by the United Nations General Assembly, the International Labour Organisation (ILO) Declaration on fundamental principles and rights at work and its follow-up as well as the agreements entered into by CEA in relation to fundamental principles and rights at work;

- the principles of non-discrimination and gender equality stipulated by the French Labour Code.

It requires that service providers, including subcontractors, comply with the same undertakings, irrespective of the status, gender or nationality of their staff assigned to performance of the contract.

**18. Arrangements covering compliance and monitoring of this specification**

18.1 Compliance

CEA has appointed a mediator to whom the service providers, including subcontractors, and their employees may go to report any non-compliance with the provisions of these specifications. Their anonymity is guaranteed whenever they so require. The mediator is responsible for examining the report and taking prompt action where necessary. He or she reports to the top management of the CEA centre in question on a confidential basis.

18.2 Monitoring

The application of these specifications is closely monitored by general management and the directors of the CEA centres. It may be amended depending on the situations encountered and changes to the applicable legal framework.

1. The concept of “outsourcing” as defined by these specifications has a broader meaning than that specified by Act No. 75-1334 of 31 December 1975 to the extent that it relates in general to the fact that CEA, as a contracting authority, calls on external contractors to perform services or work, or a combination of both, in order to meets its requirements, as part of a direct or indirect relationship. [↑](#footnote-ref-1)
2. CHSCT: Health, safety and work conditions committee; SR: Staff Representative. [↑](#footnote-ref-2)
3. In centres with at least one base nuclear facility. [↑](#footnote-ref-3)