



ELIA

Keizerslaan 20

1000 Brussel

**GENERAL PURCHASING TERMS AND
CONDITIONS FOR EXTERNAL PARTIES
(CONTRACTING)**



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2 SCOPE

These General Purchasing Terms and Conditions apply to all Contracts or services involving External Parties at Elia, either on Elia's behalf or on behalf of third parties.

Given its special status, Elia is partially subject to the regulations on public procurement contracts. The invitations to tender specify whether the Contracts in question are subject to these regulations.

The Parties explicitly agree that any deviations in these General Purchasing Terms and Conditions for External Parties (Contracting) shall always take precedence over Elia's General Purchasing Terms and Conditions .

3 DEFINITIONS

- 2.1. Bidder: A company or group of companies that has submitted a bid to Elia but has not yet received an Order.
- 2.2. Order: As described in Elia's purchase order (PO) for the provision of services.
- 2.3. Contract: The agreement between Elia and the Contractor whereby the latter undertakes to provide the Services agreed upon in the Contractual Documents.
- 2.4. Contractor: The company or group of companies concluding a contract with Elia.
- 2.5. Contractual Documents: All documents relating to each individual Contract, namely (1) the documents setting out Elia's requirements and needs (hereinafter referred to as the "Invitation To Tender"), (2) the Contractor's bid, (3) any subsequent negotiation documents, (4) the Order(s), and (5) any annexes.
- 2.6. Days: Unless stated otherwise, calendar days, including Saturdays, Sundays, public holidays, holidays and days on which the company is closed. "Working Days" are all days not including Saturdays, Sundays, public holidays and days on which the Contractor's company or sector are required to be closed.
- 2.7. Delivery/Service: The start and end date of the service as per the PO and associated service description.
- 2.8. Elia: One of the companies of the Elia Group, namely Elia System Operator NV/SA, Elia Asset NV/SA, and Elia Engineering NV/SA, as well as any affiliates of these companies pursuant to Article 11 of the Belgian Companies Code.
- 2.9. External Party: Any person providing Elia with a service via the Contractor.
- 2.10. Delivery Address: The location where the service will be provided as per the PO and associated service description.
- 2.11. Party: Either the Contractor or Elia (together these are referred to as the Parties).
- 2.12. Services: The services to be provided under the Contract.
- 2.13. RFP: The Request for Proposal.
- 2.14. Site: All or some of the locations where activities relating to the performance of the Contract and the Services are carried out.



4 ESTABLISHMENT OF THE CONTRACT

4.1 Conclusion of the Contract

4.1.1 Invitation to tender

When an invitation to tender refers to documents that are not attached to said invitation, the Bidder is presumed to be aware of said documents. If this is not the case, they are to explicitly request in writing that Elia provide these documents prior to submitting their bid.

4.1.2 Bids

As a rule, bids must comply with the RFP. If not, they may be excluded from the process without Elia being obliged to question the Bidder beforehand.

4.1.3 Orders

Only POs signed by the Purchasing Department shall constitute acceptance of a bid. The Bidder shall assume responsibility of any and all risks associated with commencing execution of the Contract before receiving a duly authorised Order or Contract.

4.1.4 Document hierarchy

The Contractual Documents complement one another. The omission of an item in one of the Contractual Documents does not mean that it is not a part of the Contract if it appears in another Contractual Document.

The document hierarchy is as follows:

- * the main document takes precedence over its annexes; and
- * these General Purchasing Terms and Conditions for External Parties takes precedence over all of Elia's other general documents.

Deviations from provisions of the invitation to tender proposed by the Bidder shall only apply if they are explicitly validated in the Order. The documents issued by Elia shall take precedence over those of the Contractor in all other instances.

4.2 Application of and deviations from the General Purchasing Terms and Conditions for External Parties

By submitting a bid or accepting an Order, the Contractor accepts the application of these General Purchasing Terms and Conditions for External Parties and waives the application of its own terms and conditions.

Any of the Contractor's own terms and conditions that are incorporated into or referred to in its invoices, PO's, service descriptions or other documents shall not apply.



5 EXECUTION OF THE CONTRACT

5.1 Quality

The Contractor shall execute the Contract in accordance with best practices and the provisions of the Contractual Documents and pursuant to all applicable laws and regulations, particularly those concerning the ban on undeclared work, forced labour and child labour.

5.2 Price

5.2.1 Definition

Contract based on an hourly rate: A Contract under which the price paid to the Contractor is determined by multiplying the previously agreed hourly rate for Services with the number of hours actually worked by the Contractor indicated on the relevant timesheet and approved by Elia.

5.2.2 Agreed price

The prices are specified in the Order and are exclusive of VAT. The Contractor shall be responsible and liable for the payment of all taxes relating to the Services. Should Elia be required to pay these taxes in advance, Elia shall invoice them to the Contractor at a cost. The prices are fixed and cannot be reviewed at any point during the term of the Order.

5.2.3 Additional and/or complementary Services

No additional or complementary Services may be invoiced under the Contract unless they have been pre-approved in writing. This approval must at least indicate the agreed price and terms and conditions.

Should Elia be awarded a general and/or Contract-specific discount and/or price reduction, the same discount/price reduction shall also apply to any additional/complementary Services.

5.2.4 Expenses

The fees are fixed and all inclusive, covering all expenses which the Contractor may incur when performing its tasks.

The fixed rate includes travel to the usual workplace and between Elia's administrative sites (Brussels, Antwerp and Namur), as specified in the 'Onboarding' presentation. Only travel explicitly requested by Elia between the usual workplace and Elia's sites in Belgium shall be reimbursed to the Contractor subject to documentary evidence of the expenses incurred.

The mileage allowance shall be set at the start of the work mission and will refer to the applicable rate at the time determined by the public authorities (see https://fedweb.belgium.be/fr/remuneration_et_avantages/indemnités/indemnité-pour-frais-de-parcours (in French)). This amount shall apply until the end date of the Order in question.

Provided that Elia has given its explicit prior consent, the Contractor's expenses incurred on travel abroad required to perform its tasks shall be reimbursed separately, subject to the submission of supporting documentation and in accordance with the maximum amounts set out in Elia's travel policy for external parties (Travel Rules External People Contracting, version 14062018).



5.3 Payments

5.3.1 Invoicing

Should Elia use an electronic, or other, validation system for invoicing any electronic or other validation system (invoicing system), the Contractor shall undertake to use the same system when requested in accordance with Elia's instructions.

Final invoices and credit notes shall include all information required by law and shall comply with all terms and conditions specified by Elia in the Contractual Documents.

The Contractor shall send its final invoices within six months of the approval of the pro-forma invoice and in any case within 12 months of providing the associated Services, failing to do so will result in the Contractor forfeiting its right to claim payment.

Should it prove necessary to spend more than 40 hours of any given week in order to provide the Service, the Contractor shall consult with Elia at the earliest possible opportunity to ensure the proper performance of the work. Should the Parties reach agreement ahead of time, such overtime may be paid by additional fees amounting to 50% or 100% of the agreed fees, depending on whether the services were rendered on a Saturday or on a Sunday/Belgian public holiday.

Invoices, sent separately and accompanied by any relevant supporting documents, shall be issued in Elia's name (indicated in the invoicing address) and shall specify the following:

- * the order number;

- * Elia's VAT number, as mention and specified in the relevant Order.

If Belgian VAT is not to be invoiced, the invoices shall state " VAT to be paid by the contracting party, RD no. 1 - Art. 20".

5.3.2 Payment terms

Payments shall be made within thirty (30) Days of the end of the month in which the final invoice was approved as per the procedure outlined in Article 4.3.1, through payment into the Contractor's account that is registered with the Accounting Department. Elia cannot be held liable for any delayed payments resulting from the Contractor's failure to provide the Accounting Department with the required information.

Partial or full payment by Elia shall not imply acceptance or acknowledgement of a Service.

5.3.3 Compensation

Should there be any claims or debts between the Parties, regardless of the origin of the issue, Elia shall have the exclusive right to offset its debts against its own claims against the Contractor or to avail itself of the right of retention or the exception of non-performance, as if all the claims and debts derived from the same contractual obligation.

5.4 Deadlines – schedule

5.4.1 Implementation deadlines

Should the Services be provided in Elia's buildings, the Parties shall agree that these Services shall be provided during normal working hours of the building(s) in question (i.e. between 7.30 a.m. and 6 p.m.).

5.5 Suspension of the Contract

Elia may suspend, for a period it determines, the performance of the Contract at any time and without any need for justification. Where appropriate, the Contractor may be entitled to payment for Services already rendered and for any damage incurred (for which the Contractor shall provide reasonable supporting documentation).

5.6 Personnel

5.6.1 General remarks

Notwithstanding Article 3 of the General Purchasing Terms and Conditions for External Parties and in accordance with Article 31(1), paragraphs 2 and 3 of the Act of 24 July 1987 on temporary work, the Parties acknowledge and agree that Elia's fulfilment of its obligations regarding welfare, also any instructions issued by Elia in execution of the agreement cannot be regarded as Elia exercising authority in any way over the employees assigned by the contractor to perform the agreed tasks. Are considered as " instructions issued by Elia in execution of the agreement " within the meaning of the following paragraph

- instructions concerning access procedures, schedules and rules on the safety and reliability for Elia's buildings or installations; instructions on correctly using Elia's machinery, equipment, goods and documents necessary for the performance of the tasks entrusted to the Contractor;
- the instructions relating to the proper execution of the specifications agreed between Elia and the Contractor, or aimed at mitigating a poor execution of the missions.

The instructions Elia issues to the Contractor's workers or its own co-contractors may not, under any circumstances, prejudice the employer's authority exercised by the Contractor over the workers in question. The employer stays the sole authority and is responsible for:

- the recruitment policy (processes, interviews, selection and recruitment criteria);
- establishing working conditions and compensation;
- monitoring and reporting on progress;
- education, training and apprenticeship policy;
- keeping track of working time and awarding breaks or days off in lieu;
- authorising and justifying absences (illness, brief leave of absence, annual leave, etc.);
- policy on disciplinary measures and dismissals;
- evaluation and performance interviews;
- job descriptions.



The Contractor shall request its personnel to systematically identify themselves as being employed by the Contractor when they are required to provide information to third parties about their work. This is particularly applicable when publishing information about their employment on job boards or social media (e.g. LinkedIn, Facebook), as well as in any written or oral communication with third parties (such as potential future employers). The Contractor shall ensure that the co-contractors they collaborate with is also making a similar commitment.

The Contractor shall undertake to assign qualified and experienced personnel to execute the Contract. If requested by Elia, the Contractor shall provide evidence of its personnel's competence using any appropriate means. The Contractor shall scrupulously comply with all social (including but not limited to the Limosa requirements) and tax laws regarding employment in Belgium and shall spontaneously provide evidence of compliance to Elia. The Contractor shall draw up the documents and prepare the appropriate declarations. Any failure to fulfil its social and tax obligations shall constitute a serious breach of the Contractor's obligations, providing justification for the termination of the Contract pursuant to the above Article 5.2.

Elia may not be held liable for the payment of fines or taxes in case of the Contractor's failure to comply with such obligations.

5.6.2 Independence from Elia

The Contractor and its employees shall remain completely independent of Elia and may not be considered employees of Elia at any time. The Contractor alone shall exercise authority over and be responsible for its employees. The Contractor shall also assume responsibility for all salaries, bonuses, taxes and charges.

5.6.3 Ban on poaching customers or employees

Both during the term of this Contract and for two years after it comes to an end, the Contractor shall refrain from approaching Elia's customers, either directly or indirectly, with a view to performing work on its own behalf or for third parties, regardless of the capacity in which such work would be conducted, as an employee, an agent or an independent co-contractor, subject to a fixed penalty of €10,000 per breach.

Furthermore, during the term of this Contract and for two years after it comes to an end, the Contractor shall also refrain in the course of this Contract from hiring, for itself or for third parties, any Elia employees, agents or co-contractors who provided Services for Elia, either directly or indirectly, subject to a fixed penalty of €10,000 per breach.

The fixed penalties specified in this article shall not affect Elia's right to require the immediate cessation of breaches of the above obligations, if appropriate subject to a fine, or Elia's right to demand compensation for damage actually incurred.

5.7 Procedures

The Contractor shall undertake to comply with all Elia processes, including but not limited to the workflow procedure (see Annex 3), regulations and procedures (IT, safety, process design, etc.) and shall ensure that everybody deployed by the Contractor to perform the tasks entrusted to it makes a similar commitment.



5.8 Supervisory mechanism

Elia reserves the right to implement a supervisory mechanism that ensures proper use of the IT programs Elia makes available to the Contractor.

5.9 Safety

During the execution of its task, the Contractor shall be required to comply with provisions relating to employee welfare, health and safety, the environment, security and access, such as, where appropriate, those specified in Elia's General Safety Rules or any other law or regulation, and to ensure that these provisions are also complied with by its employees.

The Contractor shall be liable for any breach of this obligation and shall assume all consequences of the same. The Contractor shall bear all costs arising from these obligations, which are assumed to be included in its prices, including idle time.

Should the Contractor fail to do so, Elia shall be entitled to take any measures necessary, at the expense and risk of the Contractor, including barring employees from the Site.

Any failure to fulfil this obligation shall be considered a serious breach of the Contractor's obligations and shall justify the termination of the Contract pursuant to Article 5.2.

5.10 Liability

The Contractor's liability for any direct or indirect damage shall be limited to 100% of the amount of the fees that have been paid or will be paid in the course of the Contract.

However, this limit shall not apply in case of a breach of obligations regarding confidentiality, intellectual property (IP) rights or data protection.

The Contractor shall be liable for all equipment supplied to it by Elia for the purpose of executing the Contract and shall compensate Elia for any damage thereto. This equipment remains the property of Elia at all times. The Contractor shall take the appropriate measures to ensure that this equipment is returned in its original condition to Elia immediately after the end of the mission or service.

The Contractor shall safeguard Elia from any potential claim made against Elia owing to a failure by the Contractor or any persons who are directly or indirectly responsible for the execution of the tasks to meet their legal obligations or their obligations under this Contract. The Contractor shall be jointly and solely liable for any damage Elia incurs as a result of a person entrusted with the performance of the Contractor's tasks being unaware of these obligations.

The Contractor shall compensate Elia for any damage, including financial loss, due to a criminal conviction for non-compliance or incorrect compliance with one or more legal or contractual obligations, or as a result of any other error or negligence on the Contractor's part, or on the part of any individuals directly or indirectly responsible for performing the Contractor's tasks. The Contractor explicitly accepts that, where applicable, Elia may deduct the amounts charged from any amount Elia owes to the Contractor.

5.11 Insurance

The Contractor is required to take out and maintain all insurance policies required in view of the object of the Contract.



The insurance policies indicated below, as well as those provided for in the Contractual Documents, shall be in place before the execution of the Contract and shall remain valid for the entire term of the Contract. Proof thereof must be submitted to Elia, who may request confirmation from the insurer at any time. Where suitable, and if Elia deems this appropriate, Elia may take the Contractor's place when taking out insurance policies or paying premiums and may deduct the resulting costs from the amount due to the Contractor.

A waiver of liability in respect of Elia shall be included in insurance policies, with Elia and its agents being considered third parties with regards to the other insured parties.

The conclusion by the Contractor of the insurance policies required under these General Purchasing Terms and Conditions or the Contractual Documents shall not release the Contractor from the liability it is required to assume contractually or by law.

5.11.1 Occupational accident and motor vehicle third-party liability insurance

The Contractor's staff shall be insured against occupational and commuting accidents. The Contractor's vehicles shall be covered by third-party motor insurance, even where they are only used on private land.

5.12 Force majeure

In case a force majeure event, as defined below, is invoked by Elia or the Contractor, fulfilment of the obligations under the Contract shall be suspended temporarily for the duration of the event giving rise to force majeure.

Force majeure shall mean any and all incidents which (i) could not reasonably have been predicted, (ii) arise after the conclusion of the Contract, (iii) are not due to negligence on the part of either Party, and (iv) make the execution of the Contract impossible, either temporarily or permanently.

The Party invoking force majeure shall notify the other Party by telephone and/or in writing at the earliest possible opportunity of the reasons why it is unable to fulfil some or all of its obligations and for how long it reasonably envisages being unable to do so.

Nevertheless, the Party invoking force majeure shall make every effort to limit the impact of its failure to fulfil its obligations to the other Party and third parties, and to resume the fulfilment of these obligations immediately after the force majeure event has ended.

Should the period of force majeure last for thirty (30) consecutive days or more and one of the Parties, following the situation of force majeure, is unable to fulfil its core obligations under the terms of the Contract, either Party may terminate this Contract with immediate effect subject to sending a registered letter stating its reasons for the termination, on the understanding that any amount outstanding at the time the Contract is terminated remains payable pursuant to the terms and conditions thereof. Notwithstanding the above, where Elia is entitled to terminate this Contract as a result of force majeure, Elia shall have the right, at its sole discretion, to propose alternative means of securing the relevant Services, including but not limited to performance by a third party at no additional expense for Elia, pending resolution of the force majeure event.



5.13 Intellectual property rights and transfer of know-how

All information, plans, diagrams, technical/commercial results, objects, measures, or other items in any form developed by or for Elia under this Contract or which constitute the direct or indirect result of the Contract shall become the full and entire property of Elia as they are developed. Compensation for the transfer of these intellectual rights is included in the price. The Contractor shall be responsible for obtaining from its agents and representatives the required transfer of rights to ensure that ownership of these rights is transferred to Elia.

In advertisements or promotional or PR activities, publications or presentations of a technical, commercial or other nature, the Contractor may not reproduce, use or refer to these items, developed by or for Elia or refer to Elia or its names, brands, logos, photos, codes, designs or specifications without Elia's prior written consent regarding their form or use.

The Contractor itself shall be solely liable at its own expense for damage incurred due to the infringement of the Services that are covered in full or in part by patents, trademarks, brand names, designs or industrial models. The Contractor shall at its own expense settle with the rights holder to pay royalties, secure the necessary transfers, licences and authorisations or, in the absence of an agreement, modify the Services to avoid any infringement of copyright law.

In case of any infringement action or proceedings brought against Elia, the Contractor shall undertake to:

- intervene in the case for Elia by defending Elia's rights and interests and to compensate Elia for any pecuniary or other consequences that may affect Elia as a result of these actions and proceedings;
- reimburse all damages and interest due to the holders of the patents, trademarks, brand names, designs or industrial models, in principal, costs and interest;
- reimburse to Elia, upon request, any general expenses including the fees for lawyers, experts and technical consultants Elia has incurred as a result of these actions or proceedings;
- ensure the immediate adjustment, where necessary, of the contentious material, by replacing it free of charge if required with equivalent material that does not infringe any copyright; the Contractor alone shall bear any and all resulting costs, risks and dangers;
- ensure that all transactions between the Contractor and the third party are subject to Elia's prior written consent.

Elia's prior approval of the modifications to the Services shall in no way alter the Contractor's obligations, particularly in the event of new infringement proceedings following these modifications.

5.14 Amendments to the Contract

5.14.1 Amendments proposed by the Contractor

During the execution of the Contract and, where appropriate, up to final acceptance, the Contractor shall notify Elia as soon as possible of any improvements that could be made to the Contract, as well as their impact on the Contract's initial terms and conditions.



5.14.2 Amendments imposed by Elia

Elia shall at all times reserve the right to impose changes to the Contract's technical terms and conditions. Should the Parties disagree in this respect on any compensatory measures, the procedure for technical dispute resolution pursuant to Article 8.12.2 shall apply.

5.14.3 Form

Amendments to the Contract shall be covered by a written addendum to the Contract, signed by both Elia and the Contractor.



6 NON-PERFORMANCE – PUNITIVE MEASURES

6.1 Supply of equipment by Elia

Elia may require the Contractor to use, at its own risk, equipment Elia has made available to it in the course of the Contract:

- if the Contractor intends to use equipment that does not comply with the Contract; or
- if the Contractor is unable to abide by the contractual deadlines and/or schedules.

In such cases the value of the equipment shall be deducted from the amount paid under the Contract, notwithstanding Elia's right to impose penalties for breach of the Contract and/or delays. The Contractor shall be required to use this equipment and maintain the contractually agreed prices for the other Services, even if this provision gives rise to additional Services.

The Contractor may not use the equipment made available by Elia for any purpose other than the execution of the Contract.

6.2 Termination

Should the Contractor fail to fulfil any of its obligations that are reasonably deemed essential by Elia, Elia may terminate the Contract, in full or in part, where no satisfactory remedy or plan for such remedy is provided within 15 Days of formal written notice submitted by Elia by registered letter to the Contractor. Such termination shall take place unilaterally by registered letter and without the prior intervention of a court or any other legal formality. Furthermore, Elia shall be entitled to apply other punitive measures under the Contract and/or claim damages.

In case of fraud, intentional misconduct or gross negligence, Elia may terminate the Contract by means of a simple email, without prior or formal notice, and without the prior involvement of a court or any other legal formality.

The right to terminate the Contract shall not affect Elia's right or authority to take other punitive measures, including but not limited to its right to claim damages where applicable.

Termination will be applicable as from the day after notice thereof is provided by email. The Contractor shall immediately return all documents, information, source codes and so on made available by Elia. Such items and data shall remain the sole and exclusive property of Elia.

The Contractor may not for any reason oppose the takeover of the Services by Elia or a third party.

The termination shall not give rise to the payment of any compensation by Elia. However, Services that are provided by the Contractor prior to the termination of the Contract and that prove useful to Elia shall be remunerated according to the terms and conditions set out in Article 4.3 of this Contract.



6.3 Replacement

In view of ensuring service continuity, the Contractor may not unilaterally decide to entrust its tasks to anybody other than the individual initially appointed to handle these tasks in the agreement sent by Contracting confirming such tasks. Failing that, except in cases of force majeure, should the Contractor do so with Elia's prior approval, the Contractor shall be liable to pay a fine fixed at 30% of the fees charged for the Services still to be rendered and shall bear the costs related to the transfer of information between the person initially appointed and their replacement. This transfer shall occur at the earliest possible opportunity without jeopardising the smooth functioning of Elia's operations. Elia shall reserve the right to reject the proposed replacement and/or take the necessary steps to find a replacement on the market.

Should the person to whom the Contractor has entrusted the tasks prove incompetent or unsuitable, the Contractor shall replace that person immediately on being requested to do so. In such a case the Contractor shall be liable to pay a fine equivalent to 10 times the daily fee and shall bear the costs related to the transfer of information between the person initially appointed and his or her replacement. This transfer shall occur at the earliest possible opportunity without jeopardising the smooth functioning of Elia's operations. Elia shall reserve the right to reject the proposed replacement and/or take the necessary steps to find a replacement on the market.

Should the relationship between the Contractor and this person be terminated, the Contractor shall notify Contracting at the earliest possible opportunity and propose a replacement with equivalent expertise for an equivalent fee. In such a case, the Contractor shall be liable to pay a fine equivalent to 10 times the daily fee and shall bear the costs related to the transfer of information between the appointed person and his or her replacement. This transfer shall occur at the earliest possible opportunity without jeopardising the smooth functioning of Elia's operations. Elia shall reserve the right to reject the proposed replacement or to take the necessary steps to find a replacement on the market.

To ensure service continuity and enable Elia to organise its activities properly, the Contractor shall undertake to promptly inform Elia's technical coordinator if a person responsible for performing a task is unavailable, doing so by sending an email to contracting@elia.be. In case of long absences, Elia may ask the Contractor to seek a temporary solution. Whenever the Contractor entrusts tasks to a new person, the Contractor shall pay a fine equivalent to 10 times the average daily fee and shall bear the costs related to the transfer of information between its appointed persons.



7 TERMINATION OF THE CONTRACT

7.1 General right to termination

Elia may terminate the Contract at any time without justification, observing a notice period of 10 working days starting from the day after notification of the end of the Services was provided by email.

The Contractor shall return all work clothing, documents, information, source codes and so on provided by Elia by the date on which the notice period expires. Such items and data shall remain the sole and exclusive property of Elia.

The termination of the Contract for convenience as mentioned in this article shall not affect Elia's obligation to pay the Contractor the amounts due under the Contract for the Services to be rendered up to the date of suspension or termination of the Contract (with only the first of these two dates being taken into account), subject to provision of such Services.

7.2 Bankruptcy

To the extent permitted by law, Elia is entitled to terminate the Contract with immediate effect by registered letter (without being required to pay any compensation for this to the Contractor), without paying any compensation and without the prior intervention of the courts, in case of death, no payments being made, bankruptcy or the liquidation of the Contractor, or when the Contractor waives all or a substantial part of its assets.



8 MISCELLANEOUS PROVISIONS

8.1 Non-exclusivity

The conclusion of the Contract does not give the Contractor any right of exclusivity. Even during the term of the Contract, Elia may order the performance of Services identical or similar to those described in the Contractual Documents by other contractors or by its own teams. The Contractor may not claim any right to compensation in this regard.

8.2 Transfer

8.2.1 Transfer of the Contract by the Contractor

The Contractor shall not transfer to third parties all or some of its rights, claims or obligation under the Contract unless Elia grants its prior written consent therefor.

8.2.2 Transfer of the Contract by Elia

Elia may at any time transfer all or some of its rights and obligations under the Contract to any associated or affiliated company under the Belgian Companies Code as per Article 2.5 of this Contract or the Act of 29 April 1999 on the organisation of the electricity market and shall notify the Contractor thereof at the earliest possible opportunity.

8.3 Delegation of power of attorney by Elia

Elia may empower a third party of its choice to perform any action under the Contract in its name and on its behalf.

8.4 Languages

The Contractor shall choose the language of the Contract. The following languages may be selected: Dutch, English and/or French. In case of contradiction and/or ambiguity, the language of the Contract shall take precedence over any other language.

The Contractual Documents shall determine which Contract documents provided by the Contractor need to be translated into Dutch, English and/or French at the Contractor's expense, as well as the deadline for translating such documents.

8.5 Administrative authorisations

The Contractor shall be responsible for obtaining the prior authorisations and licences required by the competent authorities and/or accredited acceptance bodies to supply or provide the Services.

The Contractor shall not be entitled to claim a price supplement after the conclusion of the Contract for submitting requests to or aligning its Services with the requirements of the competent authorities and/or accredited acceptance bodies.

When requested to do so, the Contractor shall supply Elia with any information relating to the Services to be provided that Elia may need when applying for permits.

8.6 Relationship between the Parties – independence

Each Party shall remain independent of the other. Neither the Contractor nor any individual or third party appointed by the Contractor to execute the Contract shall be an employee, associate, agent, representative or legal representative of Elia.

No part of the Contract may be interpreted as establishing a relationship of agency or distribution between the Parties, creating a joint venture, or permitting one Party to represent or commit the other to third parties.



8.7 Complaints

Should the Contractor wish to submit a complaint, it shall notify Elia of the reasons behind this complaint by registered letter within eight Days of the occurrence of the situation giving rise to this complaint. Registered letters shall be sent to Elia, FAO Contracting, Boulevard de l'Empereur 20, BE-1000 Brussels. Elia shall acknowledge receipt of the complaint within eight Days.

Once Elia has acknowledged receipt, the Contractor shall have 30 Days to compile a complete case file stating the grounds for the complaint and providing an estimate of the damage incurred. Should the Contractor be unable to compile the case file by this deadline, it shall inform Elia, who may set a new deadline if this inability is due to the nature of the Contract and not due to the Contractor. Should the Contractor not submit the case file within the aforementioned deadline, whether or not this has been extended, it shall be deemed to have withdrawn its complaint.

Elia shall announce its decision regarding the complaint to the Contractor within 30 Days of receipt of the case file.

8.8 Waiver

Any waiver of and/or failure to apply a provision in these General Purchasing Terms and Conditions shall not be interpreted as constituting a waiver of and/or failure to apply the General Purchasing Terms and Conditions as a whole.

8.9 Severability

Severability should one of the provisions of these General Purchasing Terms and Conditions be rendered null and void or unenforceable, the remaining provisions shall continue to apply in full. The Parties shall replace the null and void or unenforceable provision with a legal, valid or enforceable provision in keeping with their original purpose.

Should the Parties fail to agree on such a provision within 30 days of one Party sending a registered letter inviting the other Party to participate in discussions about replacing the null or unenforceable provision, each of the Parties shall be entitled to terminate the Contract, without compensation and without the prior intervention of the courts, upon 30 Days' prior written notice.

Should the Parties fail to agree on such a provision within 30 days of one Party sending a registered letter inviting the other Party to participate in discussions about replacing the null or unenforceable provision, each of the Parties shall be entitled to terminate the Contract, without compensation and without the prior intervention of the courts, upon 30 Days' prior written notice.

8.10 Confidentiality

8.10.1 Obligations of the Parties

Both Parties are committed to maintain and respect all relevant and applicable privacy legislation.

Personal data (such as name, address, telephone number) which is retained, shall only be used for the execution of the Contract and for security reasons. The Parties shall undertake to safeguard the confidentiality of all Confidential Information, as defined below, to which a Party and/or its employees and operators shall have access, whether or not as part of their employment contract, and which is required to conclude or execute the Contract.



The Contractor confirms that it has been personally informed by Elia specifically about, and has familiarised itself with, the specific provisions on confidentiality obligations regarding the management of Belgium's power transmission system (at both regional and federal levels).

8.10.2 Definition

All information passed on by one Party (hereinafter the "Notifying Party") to the other Party (hereinafter the "Receiving Party") shall be considered confidential information (hereinafter "Confidential Information") except the following information:

- information which was already in the public domain at the time of disclosure;
- information already legally known by the Receiving Party and/or its employees at the time of disclosure and which had not been communicated by the Notifying Party prior to disclosure, directly or indirectly or by breaching a confidentiality obligation;
- information which, after disclosure, has been brought to the attention of the Receiving Party and/or its employees via a third party, without breaching a confidentiality obligation with regard to the Notifying Party.

8.10.3 Authorised disclosure

The Receiving Party undertakes to refrain from disseminating in any way whatsoever and to maintain the confidentiality of any and all Confidential Information, apart from disclosing such information to:

- its employees; or
- the competent regulatory, administrative or judicial authorities which may request disclosure of the same, in which case the Receiving Party shall, insofar as possible, inform the Notifying Party of the situation in advance and shall reach an agreement concerning the form and content of the disclosure of this information.

8.10.4 Failure to transfer a property right

The disclosure of Confidential Information shall in no way entail the transfer of ownership or of any other right apart from rights expressly provided for under the Contract.

8.10.5 Destruction of documents

In case the Contract is not concluded, the Bidder shall undertake to return to Elia, or to provide evidence of the destruction of, all the documents and information (regardless of the medium) received with a view to the conclusion or execution of the Contract and containing Confidential Information. The Receiving Party may only retain a single copy for archiving purposes.

8.10.6 Referring to the Confidential Information, the Bid or the Contract or its execution

The Contractor and/or its employees, whether or not in the context of an employment contract, may not refer to the Confidential Information, the Bid or the Contract or its execution in any publication or presentation of a scientific, technical, commercial or other nature without Elia's prior written consent.



8.10.7 Obligation regarding the use of confidential information

The Contractor states and guarantees that Confidential Information shall only be used for the purposes of establishing the Bid/providing the Services (and for no other purpose, including but not limited to the activities of producers, suppliers, network operators, intermediaries and other national and foreign stakeholders covered by electricity legislation (hereinafter the "Stakeholders")).

8.10.8 Breach of confidentiality and gross negligence

Any breach of this confidentiality obligation by the Receiving Party shall be deemed gross negligence and shall entitle the Notifying Party to immediately rescind any and all Contractual, business or other relationships with the Receiving Party pursuant to Article 5.2, without any compensation being due. Furthermore, such rescission shall not affect the Notifying Party's right to claim full compensation for any damage resulting from this negligence.

8.10.9 Duration of the confidentiality undertaking

Both Parties shall undertake to fulfil this obligation for up to five (5) years following the end of the Contract or should the Contract not be concluded, following the disclosure of the Confidential Information.

8.11 Fraud

If at any time Elia discovers that the Contractor is guilty of any act, agreement or arrangement likely to distort normal competition, Elia may terminate the current Contract, without any compensation, prior notice or the prior intervention of the courts. Elia may also exclude the Contractor from participating, in any way or capacity, in any contract Elia may open to the market for a maximum period of two (2) years following the decision to enforce this exclusion.

8.12 Applicable law and competent courts

The Contract is exclusively subject to Belgian law. The courts of Brussels have sole jurisdiction.

8.13 Declarations and guarantees

8.13.1 General remarks

The Contractor shall confirm, warrant, guarantee and undertake to Elia that it will ensure that the declarations and guarantees made in this Article 8.13 are true and accurate on the date on which the Contract is concluded (or any other date specified in each individual case).

8.13.2 Absence of conflict of interest

The Contractor, the legal owner or Beneficiaries (as defined below) of shareholdings in the Contractor and any immediate family member or other close relative of such legal owner or Beneficiary do not currently have, nor have they had at any time in the past, any undisclosed conflict of interest with respect to any prospective business partner of Elia.

For the purposes of this Article 8.13.2, a Conflict of Interest (as defined below) is any situation where either a legal entity or an individual is able to exploit a professional or official capacity in some way to gain either corporate or personal benefits.

For the purposes of this Article 8.13.2, a Beneficiary means any person who indirectly, by means of an oral and/or written agreement, has or had a right to receive a financial or other benefit from a shareholding in the Contractor.

8.13.3 Status of the Contractor

The Contractor shall be duly authorised to own its assets and to perform its activities as it deems fit.

8.13.4 Anti-corruption and anti-bribery laws

The Contractor confirms, guarantees and undertakes that it complies with all Anti-Corruption Laws (as defined hereunder) and shall continue to do so.

Neither the Contractor nor any of its respective affiliates or managers has, in connection with the Contract and its associated transactions, directly or indirectly made, nor will it/they make, any contribution, gift, bribe, discount, payoff, influence payment, kickback, promise or other payment to any person, private or public, including any public officials, whether in the form of money, property or services to (i) obtain favourable treatment or secure any contracts, deeds, certificates, statements, agreements or commitments, or (ii) obtain special permits (or compensate special permits already obtained), in each case in breach, in any material respect, of any Anti-Corruption Laws (as defined hereunder).

For the purposes of this Article 8.13.4, Anti-Corruption Laws encompass (i) the United Kingdom's Bribery Act 2010, (ii) the principles set out by the Organisation for Economic Cooperation and Development, (iii) the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, (iv) the United Nations Convention against Corruption adopted by the General Assembly of the United Nations by Resolution 58/4 of 31 October 2003, (v) Articles 246 up to and including 252 and Articles 505bis and 505ter of the Belgian Criminal Code, and (vi) any other anti-corruption and/or anti-bribery laws and requirements of any jurisdiction (in particular, but not limited to, Belgium, the United Kingdom and any other relevant Member States of the European Union) applicable to the Contractor, or any of its respective affiliates or managers (whether by virtue of their jurisdiction of incorporation/nationality or business permits or authorisations).

The Contractor shall take particular care to ensure the lawful conduct of all interactions with any and all public officials during the term of the Contract and while performing the associated tasks. In particular, the Contractor shall undertake to inform any of its respective affiliates or managers of the provisions of this Article 8.13.4 and to organise training sessions to inform the same of these Anti-Corruption Laws.

Any compensation paid by the Contractor to contractors, agents, representatives or any other person in connection with the performance of services shall not be in breach of any Anti-Corruption Laws and shall be, to the best of its knowledge, for legitimate, bona fide goods or services.

The Contractor has fully disclosed to Elia, to the best of its knowledge, all information pertaining to former or current relationships between its managers or other representatives and any public officials and/or candidates (regardless of whether they are elected or appointed) for government office.

The Contractor has fully disclosed to Elia whether any of its managers or other representatives is, or is likely to become, a public official or a candidate for public office.



If at any time there are changes, as far as the Contractor is aware, to the information provided to Elia, including the development of a new relationship between any of its managers or other representatives and a public official, the Contractor undertakes to immediately notify Elia accordingly. Elia shall reserve the right, upon reasonable prior written notice to the Contractor, to alter the terms of the Contract, or terminate the Contract and its associated transactions, insofar as this is necessary to ensure that such relationships will not result in the law being broken in any way. The Contractor guarantees that any payment made under this Contract shall not be even in part for the benefit of any public official or candidate regardless of the existence of a relationship between any of its managers or other representatives and such a public official or candidate for public office.

8.13.5 Binding obligations and absence of conflict with other obligations

The Contractor's obligations pursuant to the Contract are legal, valid, binding and enforceable obligations.

The entry into and execution of the Contract and its associated transactions by the Contractor do not and will not conflict with:

- (a) any law applicable to the Contractor (and in particular, without limiting the generality of the foregoing, any Anti-Corruption Laws);
- (b) the Contractor's constitutional documents;
- (c) any agreement or document that is binding upon the Contractor or relates to any of its respective assets or constitutes a shortcoming or grounds for termination (of any form) under any such agreement or document.

8.13.6 Authority and consent

The Contractor shall have the power to conclude, execute and deliver the Contract and its associated transactions, and has taken all necessary steps to this end. The borrowing or giving of guarantees or indemnities covered by the Contract shall not involve exceeding any limit on its powers.

The representative(s) of the Contractor appointed to sign the Contract alone(/jointly) has(/have) the power to conclude, execute and deliver the Contract and its associated transactions and has(/have) taken all the appropriate steps to this end. The giving of guarantees or indemnities envisaged by the Contract shall not involve exceeding any limit on its(/their) powers.



9 PROVISIONS ON THE CONTRACTING OF WORKS

9.1 Tax and social security debts

The Contractor confirms that it has no tax or social security debts and shall provide Elia with any appropriate certification thereof upon request. Should the Contractor have such debts, it shall immediately notify Elia and shall compensate Elia for any and all damage suffered as a result.

9.2 E-registration on construction sites

The Contractor is reminded of its obligations in accordance with, for example, the Act of 27 June 1969, the Act of 4 August 1996 and the Royal Decree of 11 February 2014 on the registration of individuals present on temporary or mobile building sites.

The Contractor undertakes, where appropriate, to properly perform or oversee the appropriate registrations for itself or for its employees and/or any subcontractors and their workers or subcontractors. For this purpose, the Contractor shall use one of the authorised registration resources (Gateway, web service, mobile online service, online desktop service) and shall share the recorded data with the National Social Security Office (NSSO). The Contractor is solely responsible for the proper operation and the compatibility of its registration resources.

9.3 Health and safety coordination

The Contractor agrees to observe all the obligations arising from the applicable regulations regarding the welfare of workers and temporary or mobile construction sites.

During the work, all modifications discussed in consultation with the health and safety coordinator will be made in the order in which they are presented in the health and safety plan so that this plan reflects the progress of the work at all times.

All safety guidelines issued by this health and safety coordinator shall be scrupulously observed. The Contractor shall compensate Elia for and safeguard it from any claims resulting from the Contractor's failure to comply with these rules and regulations.

The Contractor is required to provide the appropriate PPE to those individuals performing the Contractor's tasks. The Contractor shall also inform all such persons of the safety measures and instructions that must be taken and followed, as well as of the requirement that such individuals use the PPE properly in those cases where it is required. A list of PPE is appended to this Contract. Elia may update this list at any time should this prove necessary.

The Contractor undertakes to comply with all requirements pertaining to the welfare of workers during the performance of their work and which are specific to the establishment where the workers perform the assignments. If the Contractor fails to comply with or inadequately complies with these requirements, Elia may take the appropriate measures at the Contractor's expense.



Location, date in two original copies, of which one copy for the Supplier and one copy for Elia Contracting.

For ELIA CONTRACTING

For the SUPPLIER

Signature:

Signature:

A handwritten signature in blue ink, appearing to be "Ellen Saey", written over a large, light blue oval scribble.

Add your signature here

Name: Ellen Saey

Name: _____

Title: Business Unit Manager TAPFIN Contracting

Title: _____



10 ANNEX 1 CONTRACTOR CONFIDENTIALITY UNDERTAKING

9.1 Confidentiality Undertaking

By signing this Confidentiality Undertaking, the Company having its registered office at and the company number (hereinafter referred to as "the Company"), undertakes to fully comply with the confidentiality obligation, as described below, when executing, on behalf of Elia System Operator NV/SA or Elia Asset NV/SA (hereinafter referred to as "Elia"), the contract with reference dated (hereinafter referred to as "the Order").

- The Company shall undertake to Elia to treat as confidential all confidential information defined below of which the Company and/or its employees may be aware or to which they may have access in the context of the Order. The Company confirms that it has been personally informed by Elia specifically about, and has familiarised itself with, the specific provisions on confidentiality obligations regarding electricity system operators in Belgium (at both regional and federal levels).

- Any information that is passed on by Elia to the Company shall be regarded as confidential information (hereinafter referred to as "Confidential Information"), except information that:

- o was already in the public domain at the time of disclosure;

- o was already legally known by the Company at the time of disclosure and was not obtained previously from Elia directly or indirectly;

- o came to the attention of the Company after disclosure, through a third party that has no confidentiality obligation vis-à-vis Elia.

- The Company undertakes to maintain the confidentiality of this Confidential Information, which it shall not disseminate in any form whatsoever, except to:

- o third parties, insofar as this is necessary for the execution of the Order and insofar as the Company provides written proof that these third parties are bound by the same or stricter confidentiality obligations than those in this undertaking; or

- o the competent authorities, which could order the release of the information, including any court of law.

- At Elia's request, or within fifteen (15) days of the end of the execution of the Order, the Company shall return to Elia, or shall destroy, all documents, copies or other media containing all or part of the Confidential Information, and shall confirm to Elia in writing that all such documents, copies or media have been returned to Elia or have been destroyed.

- The Company shall take the measures required to ensure strict compliance with this confidentiality obligation by every one of its employees as well as any individual who is not employed by the Company but does fall under the Company's responsibility and could legitimately obtain Confidential Information.

- The Company may not refer to the Order or its associated work in any technical, commercial or other publication or presentation without Elia's explicit prior written consent. However, the Company or its employees may mention Elia in its list of customers or in CVs.

- Any breach of this obligation shall be deemed a serious offence on the Company's part and shall entitle Elia to terminate, immediately and without any compensation, all contractual or business relations with the Company, notwithstanding Elia's other rights to obtain full compensation for any and all damages arising from this offence.



- The Company shall undertake to comply with this obligation for the duration of the Order and for up to five (5) years following Elia's loss of its status as system operator.

Any dispute relating to this Confidentiality Undertaking shall fall under the sole jurisdiction of the Brussels courts.

Done in duplicate at _____ on _____ 2019

For the Company,

Signature

Name

Position

Please return this document by email to:

contracting@elia.be



11 ANNEX 2: TRAVEL RULES

**Elia
Keizerslaan 20
1000 Brussel**

**Travel Rules for external
parties (Contracting)**



Rules governing work-related travel by external staff (contracting)

1. INTRODUCTION

Do you have to travel abroad for work on Elia's behalf? Set out below are the rules governing your accommodation and use of transport once there and how to be reimbursed for any expenses incurred.

2. Prerequisites for any foreign travel:

1. Video or conference calls must be insufficient to attain your set objectives.
2. The costs associated with the journey abroad must be in proportion to the set objectives.
3. The hiring manager must have consented in writing to the business trip in question.

Contractor means the company or group of companies that concludes contracts with Elia.

External staff means any person providing a service at Elia through a contractor.

Travel time means the time taken to get from the point of departure to the destination.

Work time is based on 8 hours per day.

Elia: The name Elia may refer to any one of the Elia Group's companies, including Elia System Operator, Elia Asset, Elia Engineering and any subsidiaries of these companies pursuant to Article 11 of the Belgian Company Code.

Days: Unless otherwise specified, days refer to calendar days and include Saturdays, Sundays, public holidays, days of leave and closures. Working days include every day except Saturdays, Sundays, public holidays and days of compulsory closure of the Contractor's company or sector.

3. WHO NEEDS TO TRAVEL FOR WORK-RELATED PURPOSES?

Any external Elia Group staff who, in the course of their activities and at Elia's express request, have to travel abroad (outside their country of origin), must familiarise themselves with the rules governing travel. Travelling abroad means journeying outside the country where your usual place of work is located.

These rules have been drawn up to ensure consistency in how expenses are reimbursed.

4. WHAT TYPES OF WORK-RELATED TRAVEL ABROAD ARE THERE?

Work-related trips abroad only concern business travel, i.e. journeys abroad related to the traveller's professional activity on behalf of the Elia Group (e.g. a trip to 50Hertz, Cigré, FAT, etc.).

The travel abroad covered by these rules must be of short duration (less than 30 consecutive days). If it exceeds this limit, please contact your employer, who will go to contracting@elia.be.

The principles contained in these rules apply to the expenses incurred by each external staff member in the course of their professional activities for Elia. Expenses related to any extension of a trip for private reasons are not reimbursed.



it is generally recommended that work-related business trips take place during normal working hours and outside weekends unless absolutely necessary for the purposes of fulfilling the mission in question. Elia's manager shall judge the necessity of this (e.g. due to a meeting scheduled for early the next morning, etc.).

5. HOW TO BOOK A TRIP?

Business trips abroad are booked via Elia Group's privileged partners. To book a trip that has been approved by an Elia manager, contact the departmental assistant. The assistant will be responsible for reserving the mode of transport and an appropriate hotel in accordance with Elia's travel rules.

You are hereby reminded that it is your responsibility to check the formalities to be completed prior to departure, which will depend on your destination. These formalities include, but are not limited to, vaccine requests, visa applications and such like. Costs incurred in connection with these formalities are refundable if they are essential to the fulfilment of your mission. Passport application or renewal fees are not reimbursed.

6. WHAT ARE THE PREFERRED MODES OF TRANSPORT TO THE MAIN DESTINATION OF YOUR TRIP ABROAD?

Under its environmental policy, Elia favours whichever modes of transport constitute the most environmentally friendly, fastest and most direct solution. Your department's administrative assistant will find out the optimal solution with the travel booking company.

a. Short journeys

Journeys of less than 3 hours are deemed to be short. External staff who have a car at their disposal should preferably use this mode of transport for short journeys. Car-sharing must be considered when several colleagues have to travel abroad together.

b. Long journeys

Journeys of more than 3 hours are deemed to be long. Rail transport remains the first mode of transport to consider when taking such business trips. First class bookings are permitted.

Rail travelers are recommended to purchase flexible tickets to destinations accessible by high-speed train (e.g. Thalys, Eurostar, etc.).

If rail transport is not an option, air transport is permitted, subject to the following booking conditions:

1. Flights lasting less than 8 hours: fixed or flexible tickets (two offers will be made: choose the most appropriate one) in Economy Class.
2. Flights lasting more than 8 hours: tickets in Eco Plus class or Business Class.



7. ON THE DEPARTURE DATE, HOW SHOULD YOU TRAVEL TO THE STATION OR AIRPORT?

a. Public transport

Public transport must remain the preferred means of travelling to railway stations or airports.

If no such services are available (e.g. due to an early start or poor connections), there are three possible solutions:

1. Car-sharing is the preferred solution.
2. Parking charges related to leaving your vehicle will only be reimbursed if they are cheaper than the price of a taxi.
3. Travel expenses will be reimbursed in accordance with the relevant rules. You are referred to the standards in force governing work-related travel.

b. Taxis

You may take a taxi if this solution is cheaper than public transport or costs of leaving your vehicle in a car park.

8. AT YOUR DESTINATION

a. Getting around

In line with our policy on sustainable development, public transport must be the first option considered .

Should it prove unsuitable, due to bad geographical connections or the need to make your journey when no services are offered, you may resort to taking a taxi.

b. Accommodation

Hotels are booked through the departmental assistant via Elia Group's preferred partners, as indicated by the travel agency of choice (Uniglobe Triton travel). The selected hotel must be in the immediate vicinity of the meeting venue.

Expenses not billed directly to Elia may, if applicable, be reimbursed separately, except for minibar expenses and pay-TV charges, which you must pay yourself. The following expenses not directly billed to Elia are expected: at most one hot meal and small lunch (keep your receipts) costing no more than €30.

c. Other expenses

Other business expenses incurred may be reimbursed by following the standard business expense reimbursement procedure. Reimbursement follows the submission of an invoice, proof of outlay and approval by the project manager (via the usual billing process), which are to be annexed to your expenses claim, with the same PO number as the services.

If your host in the host country covers your actual expenses in full, no travel expenses may be claimed.

9. TRAVEL INSURANCE

As an external staff member, please refer to your employer who has accepted the Elia General Purchasing Conditions and, in particular, Article 4.13 therein, concerning work-related accidents and motor vehicle liability as well as civil liability and insurance cover against 'all construction-related risks'. The contractor must insure its external staff on mission at Elia.

10. WHAT AND HOW TO BILL?

The hours of work to be billed are always based on a maximum 8-hour day (100%). Travel time is billed at 50% of the price per hour.

Example 1: I travel on a Sunday evening because I have an 8 a.m. meeting at 50Hertz on Monday morning

Day 1 - Sunday evening	
I live in Brussels, close to Zaventem airport. I travel to the airport by public transport because it is the cheapest option (cheaper than a taxi or leaving my car in the car park).	Tickets for public transport reimbursed on the basis of receipts
Arrival at the hotel by taxi or public transport.	Tickets reimbursed on the basis of receipts
Travel time between my home and the hotel in Berlin	Billed at 50% of the hourly price
Day 2 - Monday morning	
Breakfast in my hotel	Included in the room price
I walk to the meeting (the hotel should normally be close to where the meeting is due to take place). Otherwise, I may take public transport to reach the 50Hertz meeting venue.	Tickets reimbursed on the basis of receipts NB: Flexibility is limited since the hotel booked should be close to 50Hertz.
Travel time to the meeting	Not reimbursed, as this constitutes part of a conventional commute to/from 50Hertz.
Monday evening	
Return to the hotel on foot or by public transport.	Tickets reimbursed on the basis of receipts NB: Flexibility is limited since the hotel booked should be close to 50Hertz.
Travel by taxi or public transport from the hotel to the airport	Tickets reimbursed on the basis of receipts
Public transport for the journey home because this is the cheapest option (cheaper than taking a taxi or leaving your car in the car park)	Tickets for public transport reimbursed on the basis of receipts.
Travel time to the meeting	Billed at 50% of the hourly price

Example 2: I start my journey on Monday morning for a meeting on Monday and on Tuesday morning at 50Hertz and return home on Tuesday evening.

Day 1 - Monday morning

I live a long way away from the airport and my flight is at 6 a.m. Public transport is the preferred option. If this solution is not viable and taking a taxi is cheaper than leaving my car parked for 3 days, I will take a taxi and my fare will be reimbursed on the basis of a receipt.	Taxi fare reimbursed as the cheapest solution OR public transport ticket reimbursed on the basis of a receipt.
I take a taxi or public transport from the airport to the venue of the on-site meeting at 50Hertz.	Tickets reimbursed on the basis of receipts
Travel time	Billed at 50% of the hourly price
Monday evening	
I return to the hotel on foot, since it should normally be close to 50Hertz. Otherwise I may travel by public transport to the 50Hertz meeting venue.	Tickets reimbursed on the basis of receipts. NB: Flexibility is limited since the hotel booked should be close to 50Hertz.
Travel time to return to the hotel	Not reimbursed, as this constitutes part of a conventional commute to/from 50Hertz.
Day 2 - Tuesday morning	
I leave the hotel to travel to my meeting at 50Hertz by taxi or public transport.	Tickets reimbursed on the basis of receipts NB: Flexibility is limited since the hotel booked should be close to 50Hertz.
Travel time to get to the meeting at 50Hertz	Not reimbursed, as this constitutes part of a conventional commute to/from 50Hertz.
Tuesday evening	
Travel by taxi or public transport from the hotel to the airport to return home.	Tickets reimbursed on the basis of receipts
Public transport is the preferred option for the journey home. If this solution is not viable and taking a taxi is cheaper than leaving my car parked for 3 days, I will take a taxi and my fare will be reimbursed on the basis of a receipt.	My taxi fare will be reimbursed as it is the cheapest solution OR my public transport ticket will be reimbursed on the basis of a ticket receipt.
Travel time between the hotel and my home	Billed at 50% of the hourly price

If I return home in the afternoon and not at night, the travel time will be charged at 50%, not 100%, of the price per hour.



Example 3: I leave on Monday morning and return that same evening.

Day 1 - Monday morning	
I travel to Paris for a meeting. Car-sharing is the preferred option. If this solution is not viable, the next best option is public transport.	Tickets for public transport reimbursed on the basis of receipts
Travel time to the meeting	Billed at 50% of the hourly price
Monday evening	
Return journey by car (car-sharing). If this solution is not viable, the next best option is public transport.	Tickets reimbursed on the basis of receipts.
Travel time	Billed at 50% of the hourly price

Invoices must be sent to supplierinvoicing@elia.be, with a list of expenses (receipts) and the approval of the project manager attached.

Invoices must be linked to the PO number of the service and period concerned.

If you have any questions about Elia's travel rules for external staff, please contact contracting@elia.be.

**Elia
Keizerslaan 20**

1000 Brussel

WORKFLOW-PROCEDURE

