

PLEASE RETURN TWO COPIES TO US

Client N° :

Between,

> The company

Name:

Head Office Address:

Address of principal
place of business
(if different from head office)

Company N°:

National Office of Social

Security Identification N°:

Activity *(NACE code)*:

Represented by:

Contact details:



Certifies that it currently employs:

employees

And,

> «Cohezio» asbl/vzw,

having its registered office at Boulevard Bischoffsheim 1-8, B-1000 Brussels, Belgium, an External Service for Prevention and Protection at Work (hereinafter: External Service for PPW), authorized in accordance with the provisions of the Well-Being at Work Code, Book II, Title 3. – The external service for prevention and protection at work.

THE FOLLOWING IS AGREED:

1. The affiliate will call on the External Service for PPW for all duties imposed by the Act of 4 August 1996 on the well-being of employees in the performance of their work (hereinafter: Well-Being at Work Act) and the Well-Being at Work Code, which the company's Internal Service cannot fulfil itself. This division of duties will be set out in an identification document determining the nature, scope and minimum duration of the assigned duties. The identification document is an integral part of this affiliate agreement.

2. This agreement will take effect on:

Either party may terminate the agreement subject to at least 6 months' notice starting on the first day of the month following the month in which the notice is served and ending on 31 December of the current calendar year or of the following calendar year, as the case may be. This notice must be served by registered letter.

3. The External Service for PPW is complementary to the affiliate's Internal Service and cannot under any circumstances replace it. The External Service for PPW will provide the necessary knowledge and expertise to enable the affiliate's Internal Service to perform its duties in full.

4. When assistance is sought from the External Service for PPW, the affiliate's internal health and safety advisor will always be responsible for coordinating the collaboration. The internal health and safety advisor shall provide **Cohezio** with all the information, documents and advice necessary to enable the External Service for PPW to carry out its duties adequately.

5. To enable the External Service for PPW to carry out its duties, the affiliate shall make the necessary facilities, such as rooms and equipment, available to **Cohezio** on its premises. These facilities will be specified in the identification document. If the affiliate fails to provide any facilities, the External Service for PPW will itself provide the rooms needed to undertake medical supervision.

6. Relations with the Committee for Prevention and Protection at Work, or, if no such committee exists,

with the trade union delegation or the employees themselves, will take place in accordance with the statutory provisions of the Well-Being at Work Act and the Well-Being at Work Code. If the presence of a **Cohezio** health and safety advisor is required at meetings, this must be stipulated in the identification document.

7. The price of services provided by **Cohezio** is determined by the minimum flat-rate contributions as laid down in the Well-Being at Work Code, book II, title 3. Travel expenses, if any, and additional or complementary services are not included in these minimum contributions and may therefore be charged as extra. See the enclosed rates, which form an integral part of this agreement.

Invoices must be paid by the due date, barring specific written agreement between the parties. The amount of any invoice that remains unpaid on the due date may incur interest of 0.8% per month, as of right and without prior formal notice.

If payment is not made by the specified due date, all invoices will be payable immediately, as of right and without prior formal notice.

In the event of non-payment of invoices, **Cohezio** reserves the right, without prior formal notice, to suspend all its commitments until the invoices have been paid in full.

In the event of non-payment of one or more invoices or if the employer is found to have seriously violated the Well-Being at Work Act, **Cohezio** reserves the right to terminate the agreement by registered letter, by means of an out-of-court procedure.

Any complaints about invoices must be submitted by registered letter to the registered office of **Cohezio** within 15 days of receipt of the invoice.

8. The affiliate agrees that all correspondence between the parties may be conducted via **Cohezio4u**. **Cohezio4u** is a secure website that allows the user to update employees' data (importing lists), manage appointments, view documents and reports, as well as participate in the risk analysis.

THE FOLLOWING IS AGREED:

Upon affiliation, a service account is created for an owner. The affiliate is allowed to create other associated user accounts via this owner. The owner is responsible for all activities performed on his/her account or on an associated user account. He/she is not allowed to create an account for a third party nor to use **Cohezio4u** on behalf of such third party.

The use of the **Cohezio4u** service implies that:

- The affiliate complies with all security and confidentiality provisions.
- The affiliate keeps his/her account password confidential.
- The affiliate notifies **Cohezio** without delay of any closure of a user account or change in access rights to the services.

The data accessible via **Cohezio4u** is all data that can legally be communicated to the affiliate under the Well-Being at Work Act of 4 August 1996 and the provisions of the Well-Being at Work Code.

The affiliate undertakes to process such data in compliance with privacy legislation. There is no possible access to confidential medical data.

Access to **Cohezio4u** depends on the affiliation with **Cohezio**.

9. Personal data processing is carried out solely in accordance with the provisions relating to the well-being of employees at work, as set out in the Well-Being at Work Act of 4 August 1996 and in Books 1 to 10 of the Well-Being at Work Code. The processing of this data is carried out in accordance with the provisions of the General Data Protection Regulation and the Law of 30 July 2018 on the protection of individuals with regard to the processing of personal data.

Our privacy policy can be found on our website www.cohezio.be.

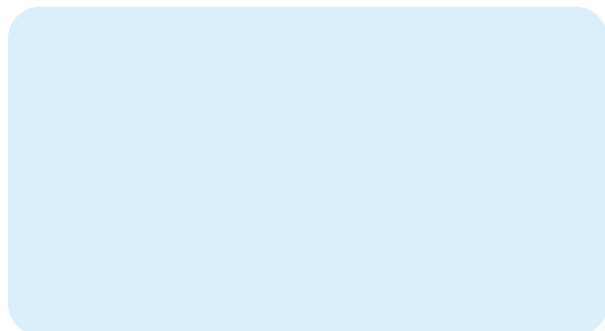
10. The Brussels courts will have sole jurisdiction over any disputes.


Done in duplicate on,

at

> For **the company**,

> For **Cohezio** :




Olivier Legrand
Managing Director