



## **Labour clause concerning protection of employee rights in connection with work performed for the City of Copenhagen**

### **1. The obligation**

The Supplier shall ensure that employees employed with the Supplier and any sub-suppliers and the sub-suppliers' sub-suppliers, and throughout a chain, if any, who contribute to the performance of the contract in Denmark are ensured pay (including special payments), working hours and other employment conditions which are not less favourable than those applicable to work of the same nature under a collective agreement entered into by the most representative labour market parties in Denmark within the industrial area in question, and which apply to the entire Danish area.

The Supplier shall ensure that employees employed with the Supplier and any sub-suppliers, and the sub-suppliers' sub-suppliers, and throughout a chain, if any, are informed about the applicable employment conditions

#### **1.1. Requirements for the employee's employment conditions and identification**

All employees must receive an employment contract and be informed by the Supplier about the current pay (including special payments), working hours and other employment conditions within four weeks of the commencement of the work. The Supplier is further responsible for ensuring that only employees holding a valid residence and work permit are used. In the specific tender procedure, the City of Copenhagen may demand that the employees carry visible picture ID cards. However, the requirement for ID cards is always mandatory for major contracts with more than 10 employees, and where the employees are working on the project for more than three consecutive days.

#### **1.2 Requirements for stays at the work site, information about sub-suppliers and requirements for signs**

The City of Copenhagen shall be informed in writing [in sufficient time before start-up, insert date] about any sub-suppliers used by the Supplier in connection with the performance of the contract, by stating name and CVR no./RUT no.

Furthermore, at building, operation and evaluation meetings or the like, the Supplier shall inform the City of Copenhagen about any sub-suppliers at the work site in a pre-defined period and the work performed by them.

The City of Copenhagen may specifically demand that the Supplier indicates with signs at the building site which enterprises are performing work at the work site by stating name and CVR no./RUT no. The signs must also contain information on the City of Copenhagen's hotline. However, signs are always mandatory for building projects of a duration exceeding one month.

The Supplier is subject to the City of Copenhagen's instructions concerning stays at the City of Copenhagen's work sites. With this requirement, the City of Copenhagen reserves the right to issue instructions concerning stays at the work site. Examples may be rules on unwanted stays at the work site, prohibitions against overnight stays at the building site, etc.

### **1.3. Requirements for registration of foreign service providers**

The Supplier shall ensure, if the Supplier or its sub-suppliers are subject to a duty to make notifications to the RUT register, that they observe their duty and on their own initiative send a receipt documenting the notification to the City of Copenhagen immediately upon such notification.

## **2. Documentation of observance of the duty**

This labour clause distinguishes between requirements for documentation and requirements for reporting.

### **2.1. Documentation**

It is for the Supplier to prove that the duty, see clause 1, has been observed, and the City of Copenhagen may require on demand to receive documentation of the Supplier's and its sub-suppliers' observance. The City of Copenhagen may demand documentation directly from the Supplier's or its sub-suppliers' employees.

Relevant documentation must cover as a minimum pay slips, electronic income receipts, payroll accounts, residence and work permits and employment contracts and the frame of reference applied by the Supplier in connection with the determination of pay and employment conditions for the employees. In addition, the City of Copenhagen may ask the Supplier to send other relevant documents in the specific case.

### **2.2. Report**

If the City of Copenhagen suspects a violation, the Supplier shall forward a sufficient report on demand. The Parties are further obligated to inform each other on suspicion of non-observance of the labour clause.

The Supplier shall explain as a minimum under which conditions and/or methods the services and building and construction works included for the performance of the contract are produced. In the specific case, the City of Copenhagen may ask the Supplier to elaborate other relevant matters.

### **2.3. Time limits**

The documentation must be received by the City of Copenhagen no later than five working days after the demand from the City of Copenhagen was sent. The report must be received by the City of Copenhagen no later than 10 working days after the demand from the City of Copenhagen was sent, unless otherwise specifically agreed. However, the time limits may be extended to maximum 10 working days for documentation and 20 working days for the report.

### **2.4. Consent**

Where it is necessary to forward non-anonymised documentation, the Supplier shall ensure that the required consent from the individual employee, cf. current personal data law, has been given to the above-mentioned disclosure of information on pay and working conditions, to ensure that the time-limit of 10 days may be observed.

### **2.5. Disclosure of documentation**

After a specific assessment and within the current legal framework, the City of Copenhagen

may disclose information which serves as documentation of the observance of the requirements in clause 2.1 to SKAT (the Danish tax authorities) or the Working Environment Service, if such disclosure is deemed to be of material importance to the authorities' business.

After a specific assessment, the City of Copenhagen may disclose information serving as documentation of the observance of the requirements of the labour clause, see clause 2.1, to the police if there is a suspicion of a criminal offence.

### **3. Sanction for non-performance of the obligation**

The Supplier's or its sub-suppliers' material breach of the labour clause will always entitle the City of Copenhagen to terminate the contract wholly or partly.

If the Supplier becomes liable to the below sanctions or other remedies for breach, the Supplier will not be released from the obligation to perform the contract.

#### **3.1. Sanctions in case of the Supplier's violation of clause 1**

The City of Copenhagen is entitled to withhold remuneration with a view to allowing for legitimate claims from the Supplier's or sub-suppliers' employees. Legitimate claims are employee claims up to the level of the labour clause.

If the condition for withholding remuneration is met and the remuneration withheld as a result of a lack of documentation cannot be paid to the employees in question, the remuneration withheld will accrue to the City of Copenhagen.

The Supplier will incur a penalty in case of violation of clause 1. The penalty for each working day or part of a working day equals [insert per mille of the contract sum], but minimum [insert amount in DKK per day], until the violation has ended. The amount may be set off against the Supplier's remuneration.

If a sub-supplier violates clause 1, the Supplier shall ensure that the sub-supplier complies with the clause. In case of the sub-supplier's material or repeated breach of clause 1, the City of Copenhagen may demand that the Supplier terminates the cooperation with the sub-supplier. Termination of the cooperation with a sub-supplier will not entitle the Supplier to compensation or a renewal of the contract term.

#### **3.2. Sanctions in case of the Supplier's violation of clause 2**

The Supplier will incur a penalty in case of violation of clause 2. The penalty for each working day or part of a working day equals [insert per mille of the contract sum], but minimum [insert amount in DKK per day], until the Supplier has met the City of Copenhagen's demand. The amount may be set off against the Supplier's remuneration.

### **4. Visits at the work site**

The City of Copenhagen or a third party may make unannounced visits at the work site in the term of the contract to ensure observance of the labour clause.

### **5. The City of Copenhagen's contract management system**

Upon the conclusion of a contract, the Supplier shall report and update basic information about itself and its sub-suppliers in the Contract Management System applied by the City of Copenhagen from time to time, which contains relevant information about the City of Copenhagen's contracts.