



Agreement between the European School of Brussels III and the APEEE (School's Parents Association) on the roles and responsibilities in safety and security

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I. Preamble

The European Schools are official educational establishments set up jointly by the European Union and the governments of its Member States. Each School has a legal personality and the status of a public institution in each of the European Union's Member States.

The mission of the European Schools is to provide a multilingual and multicultural education for nursery, primary and secondary level pupils. The Schools are intended primarily for the children of staff of the European Union institutions and related entities.

The APEEE (The Parents' Association of the European School of Brussels III (in French: Association des Parents d'élèves de l'École Européenne de Bruxelles III) is a non-profit association (AISBL) in Belgium. Its purpose, as defined in Article 23 of the Convention defining the Statute of the European Schools, is, *inter-alia*, to maintain relations between pupils' parents and the European School of Brussels III, the Board of Governors recognising for each School an Association, which is representative of pupils' parents. Each APEEE is set up and governed in accordance with its own statutes and its internal rules in line with the legislation of the host country.

The APEEE play an important role in several activities carried out in the School, not just as stakeholders, but also in the organisation of activities for the benefit of the pupils enrolled. Two main roles may be distinguished:

- a) Representation role: Representation of parents vis-à-vis school related issues and in various councils and committees to whose meetings they are invited.
- b) Role as service provider: Organization of services for the school community, such as the canteen, transport, and extra-curricular activities

In the European School of Brussels III, these activities include but are not limited to:

- The canteen
- The transport
- The extra-curricular activities

These services are fully or in part performed on the school premises, in spaces given to the APEEE by the school management for performing these activities.

The purpose of this document is to clarify the roles and responsibilities between the APEEE and the School regarding safety and security and specifically for the activities organized by the APEEE. To do

so, Articles 14 and 15 of the General Rules of the European Schools as well as national legislation and School specific arrangements should be applied.

II. General Provisions

1. Safety

The APEEE as a legal separate entity from the School, is legally responsible for managing health and safety of its own employees and if APEEE works with (sub)- service providers or (sub)-contractors, responsible for their compliance with safety measures in its provision of services in accordance with the applicable national legislation concerning safety and security risks and the provisions of occupational health and safety. Any responsibilities for the health and safety of APEEE Service Providers or Contractors will be set out in the relevant contracts with those parties.

The ES in Belgium are subject to the Belgian national legislation for health and safety. In this context, the School considers the APEEE as a third party on its premises.

Considering:

- the importance of the activities of the APEEE on school premises and
- the fact that some of the activities of the School and the APEEE pose mutual health and safety risks,

these should be managed in collaboration to reduce them to an acceptable level and as such achieve a high health and safety level for both parties.

To achieve this, the APEEE will be in regular contact with the school's management and/or any other necessary external body. If the APEEE wishes to invite external bodies to the School premises, it must inform and obtain the agreement of the School. On an operational level, the APEEE and the Director of the School, through the School's Safety and Security Officer and the APEEE's Prevention Officer will actively collaborate to put in place and develop the applicable safety procedures. Any procedure effecting either party must be communicated in advance. They may also address items of common interest in the regular health, safety, and security meetings.

This agreement must be applied in line with the general responsibility that fall within the remit of the School's Director in adopting all necessary measures to attain a high level of safety inside the School

premises and more particularly in line with Articles 14 and 15 of the General Rules of the European Schools.

A. To assume this responsibility and within the remit of its responsibility, the School will in particular:

- 1) Provide healthy and safe premises. This refers in particular to the purpose of use of the spaces, and to the safety measures in place in the spaces.
- 2) Regularly communicate all necessary safety information pertaining to the activities of the APEEE and/or its service providers.
- 3) Collaborate with the APEEE in the development of fire emergency procedures pertaining to the APEEE and/or its service providers.
- 4) Inform the APEEE in good time of any evacuation exercise and invite its staff and service providers to participate in the preparation of the exercise; and
- 5) Offer the APEEE staff the possibility to participate in safety trainings which are organised by the School for all School staff, provided that no extra costs are incurred.

B. To this end, the APEEE undertakes to:

- 1) Periodically conduct a risk analysis relative to: 1) the activities, safety and wellbeing of its staff and 2) the activities of its service providers and contractors. Any risk identified should be assessed by the APEEE and reported to the School for inclusion in the School's risk register. Adequate risk responses should be defined with the School.
- 2) Communicate without delay any health and safety information at its disposal, which has an impact on the school premises or workforce.
- 3) Train and inform all its employees about the risks associated with their work.
- 4) Consult with the School on any alterations and/or modifications to kitchen facilities, etc., at the School premises.
- 5) Contractually require its service providers to comply with the legal provisions on well-being at work, as well as any other legislation specific to their sector of activity (e.g., compliance with FASFC rules for kitchens).

- 6) Use the spaces made available by the School for its intended purpose.

The School shall perform the necessary technical maintenance that falls within the remit of its responsibility to keep them in this condition. The School will carry out the necessary repairs in case of damage or degradation. Works that are the responsibility of the Belgian Building Agency (Régie des Bâtiments) will be reported by the School to the Building Agency for their attention and implementation.

The School and the APEEE acknowledge that the School shall carry out established safety conformity checks of school premises in accordance with Belgian law.

2. Security

The School shall define its security rules related to the access and movement on the School premises and other emergency procedures, such as AMOK and video surveillance. It shall communicate to the APEEE pertaining documents. The APEEE shall acknowledge receipt and agree in writing their adherence.

As it is already applicable to School employees, the APEEE staff members and delegated board members in their role as employer and service providers shall have the necessary access rights, in accordance with the relevant dispositions of the Access Policy of the European Schools in order to perform their functions. The access rights of the other APEEE board members and designated parents' representatives shall be defined in collaboration between the School and the APEEE, whilst respecting the relevant dispositions of the Access Policy of the European Schools (Doc.2021-09-D-24) as well as the School's specific access policy.

To reciprocally offer the necessary guarantees regarding safety and security, the School and the APEEE agreed to provide each other with a set of documents on a regular basis. These documents and their frequency of renewal are specified in Annex I of this document. The dispositions of the Access Policy of the European Schools relevant for the APEEE are also specified in Annex II.

3. APEEE's responsibilities for their staff and service providers

The APEEE shall undertake to comply strictly with the national legislation in force for the hiring of workers, with particular reference to fiscal, social and employment law aspects.

The APEEE shall guarantee that its staff and Service Providers¹ working for APEEE services are fit to work with children, by making the checks required by the national legislation in force (production of a certificate of no criminal record, a certificate of good conduct or equivalent documentation).

The APEEE shall be held accountable for its staff's actions in accordance with common law and shall ensure that its liabilities arising therefrom are covered by a civil liability insurance policy. The APEEE shall also guarantee that the service provider is covered by civil liability insurance policies.

The concept of 'staff' within the meaning of this Article covers any person providing services on behalf of the APEEE, whatever the legal relationship binding the said person to the latter (employment / traineeship contract, volunteering staff or other).

4. Consultative committee

The School and the APEEE shall establish a consultative committee/committees for all APEEEs services, discussing safety and security issues related to all activities run by the APEEE. The committee shall give feedback on the services, analyse problems, and develop solutions for the APEEE who is responsible for the management of the canteen, transport, and extra-curricular activities.

III. The canteen

The School shall make available to the APEEE, free of charge, the rooms required to install the canteen, the kitchen including the necessary equipment and necessary rooms for the APEEE to deliver its services and run its operations. Nevertheless, the School shall maintain the right to use the canteen as an educational facility during other times than the canteen time. The kitchen will not be used by any other authorized persons other than the APEEE unless with prior agreement between the APEEE and School.

¹ Defined through a contractual relationship



1. Supervision of pupils

It is the School's obligation to supervise pupils during mealtimes to ensure a healthy and safe environment.

The School shall be held accountable for its staff's actions in accordance with common law and shall ensure that its liabilities arising therefrom are covered by an *ad hoc* insurance policy.

2. Inspections

The APEEE shall be required to support unconditionally all forms of inspections carried out by the authorities (local, regional and federal), whether such inspections are carried out spontaneously by those services or at the request of one of the parties having signed this Agreement. The inspection shall be conducted in presence of the APEEE, and the reports shall be communicated to the School management, through the Safety and Security Officer.

3. Insurance

The School's insurance covers civil liability of pupils and school employees in relation to their responsibility in supervision on the premises of the canteen. In addition, the School has a fire insurance covering the canteen equipment.

Where the APEEE operates the canteen, it shall take out a civil liability insurance policy and meet the costs of the premium, to cover the canteen staff.

Where an external provider operates the canteen, it must be a contractual requirement that it is the provider's responsibility to have an insurance for civil liability to cover its staff members.

IV. Transport

Where the APEEE offers a school bus service, the School shall provide to the APEEE, at no cost, facilities such as necessary rooms and a bus parking area in order for the APEEE to deliver its services and run its operations.

The APEEE offers a collective transport service, from home to school and from school to home/OIB afterschool childcare. It shall be provided in accordance with the regulations established by the association's transport service.

The APEEE shall ensure that the transport companies respect and apply all applicable legislation (medical checkups for drivers, technical conformity to standards for vehicles, technical inspection, etc.) to guarantee the safety of the passengers.

The legal obligations of drivers, in terms of safety and security, shall be defined in the contract signed by the APEEE with the company that employs them as well as in its instructions given when necessary.

1. Transfer of responsibility and supervision of pupils

The School shall undertake to make staff available in sufficient numbers, at the beginning and at the end of the school day, to take charge of pupils and supervise them on their arrival or departure. The place where the staff of the School takes charge of pupils is decided upon by the School after prior discussion and agreement with the APEEE.

The APEEE shall take the necessary measures to guarantee safety, security, and discipline on the buses to sufficiently mitigate any risks.

Drivers and supervisors shall be required to comply with the orders of the designated APEEE staff or School authorities (as required depending on the nature of any risk) to ensure the safety of people and property, when picking up or dropping off passengers on the school's premises or in the vicinity of its site. The APEEE and the School staff will always work closely to ensure safety whilst bearing in mind that the School Director has overall authority for safety and security on the school premises.

Since there are other third parties who offer services to pupils in the School, generally at the same time as the APEEE, the School will coordinate an exercise whereby the three stakeholders discuss a protocol of understanding on how they will operate and collaborate in terms of transfer of pupil's responsibility.

The School takes full responsibility for outings for which it may use the APEEE transport office as a facilitator.

2. Insurance

Without prejudice to the insurance taken out by the bus company and the School for the pupils, the APEEE shall conclude an insurance to cover its staff.

V. Extra-curricular activities

The School shall make available to the APEEE, free of charge, the rooms required for the extra-curricular activities organised by the latter, within the limits of the Schools' possibilities, provided that and in so far as the rooms in question are not needed for the pedagogical activities organised by the School.

The rooms and the equipment made available by the School, shall be safe and in good condition.

The APEEE shall develop in cooperation with the School an evacuation policy for a case of emergency outside the School hours.

The APEEE shall have sole responsibility for the extra-curricular activities (this refers to the activity itself which is the APEEE's responsibility). Rooms and certain equipment are the responsibility of the School and, where overlaps exist, both parties need to cooperate. However, if the duty of supervision is violated, the School cannot take any responsibility. The School shall also be discharged of all responsibility with respect to the type and content of the activities as well as the instructor's qualifications and interaction with pupils.

1. Transfer of responsibility and supervision of pupils

The provisions referred to under IV.1 shall also apply in relation to the transfer of responsibilities between the School and the APEEE for Nursery and Primary pupils enrolled in extracurricular activities after the end of the school hours.

2. Insurance

Pupils participating in an extra-curricular activity organized or authorized by the School are covered by the School's civil liability insurance. The APEEE shall be required to take out appropriate insurance covering its staff.

VI. Final provision

Save as otherwise provided in this agreement, existing agreements between the parties shall remain in force and apply.



Micheline Scuberras
Director, EEB III

18/12/2024



GERARD PAYNE

PRESIDENT APEEE, EEB III

Annex I: Documents to be provided by each party.

The following information will be communicated by the School to the APEEE:

- Periodic control of the low voltage installation (every 5 years)
- Control of all firefighting equipment (annual)
- Security lighting control (annual)
- Control of Legionellosis (annual)
- The canteen machine manuals provided by the school, as well as the CE declaration of conformity
- Gas detection control (annual)
- Certificate of control of heat generators (boiler)
- Elevator control (every six months)
- Asbestos inventory
- emergency procedures such as the procedures for evacuation in the event of bomb alert and gas leak, internal emergency telephone numbers and procedures in the event of a biological, chemical, or nuclear accident, amok and lockdown threat.

The following information will be communicated by the APEEE to the School:

- FASFC (Federal Agency for the Safety of the Food Chain) authorization document for "collectivité avec préparation et service sur place "
- FASFC inspection reports
- Procedures for waste management, delivery and compliance with the cold chain, document management, etc.
- Information on allergens
- The list of members of the entire firefighting service and the schedule of refresher courses
- The list of first aiders and the schedule of refresher courses

- The contact details of the prevention officer
- The report of the evacuation drill for its activities during the drill organized by the school
- The procedure in the event of a fire, in the event of an accident and in the event of a breakdown of a bus (communication with management, management of children, etc.)
- The procedure in the event of the loss of a child (person on duty, communication with management, crisis management, etc.)
- The contract with the bus company

Attention: The documents relate to the premises which are occupied and/or operated by the APEEE. These are mainly the offices of the APEEE, the canteen and the ancillary premises.

The documents shall be made available in full length and without request. The School sends them to the APEEE President and Director of the respective service. The APEEE may share the documents with APEEE Board members and APEEE prevention agent or equivalent profile. The APEEE provides the documents to the Director who may share them with relevant administrative staff. Communication of any document to a 3rd party needs to go through the School Director.

Annex II: Extract from the access policy of the ES relevant for the APEEE

The APEEE is an organization that is independent from the school, and must consequently be considered as a third party, despite the fact that its members and activities are present throughout the school premises. This being said, it is desirable that the school facilitates access to its premises for the staff members of the APEEE, whilst maintaining a high level of security. Considering the fact that the school remains at all times responsible for the security on its premises, the access security requirements for the APEEE cannot be less stringent than those for the school personnel. Therefore, this must be the object of clear agreement between the APEEE and the school. This agreement will contain or take into account at least the following elements:

- In case the school provides the staff members of the APEEE with access cards as opposed to ID badges:
 - the procedures to follow for the request and creation of access cards.
 - the duration of validity
 - procedures in case of loss
 - communication procedure to guarantee that all data are up to date.
- To ensure and maintain the required level of security, it is essential that the school remain the issuing authority for all access cards, their activation and deactivation. Under no circumstance should this responsibility be delegated to subordinate or independent bodies.
- the description of the applicable security rules on site.
- the procedure for providing access to persons without access card.
- communication modalities to ensure all data are at all times up to date.
- eventual access rights to the car park.
- access hours.
- access rights.

The School has the authority to audit the access security procedures of the APEEE and their service providers. In case of irregularities, the APEEE will have to comply immediately with the corrective measures formulated. If the non-compliance persists, the School can take and/or impose the appropriate measures with respect to the APEEE. It is reminded that the School is ultimately responsible for the security.

Access procedures for category 4 users

The service providers of the APEEE and the OIB/OIL are third parties on the school premises working under the authority of the APEEE or the OIB/OIL. Their activities lead to the daily presence of many people on the school premises, potentially creating important security risks if not properly managed.

The APEEE and the OIB/OIL are responsible for the security management of their respective service providers. To guarantee a proper security level, the agreement between the APEEE or OIB/OIL and the School, will also contain at least:

- the description of the responsibilities with regard to their service providers.
- the list of service providers allowed to have access cards.
- the description of the applicable security rules on site for the service providers.
- the description of the modalities concerning the possibility to provide access cards, including access rights, accessible areas, access hours, etc.
- the description on an operational level of the security areas in which the School collaborates with the APEEE and relevant modalities.
- possible access rights to the car park; and communication modalities to ensure that all data are at all times up to date.

