

**Document title:**

**Collaboration with non-profit social entities and the public sector in the framework of social responsibility**

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**Prepared by:**

Delegate Committee of the Social Responsibility Committee	
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Social Responsibility Committee	
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**Mailing list:**

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No distribution. Available on the corporate portal

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## 0. Preliminary considerations

The *framework document of the Social Responsibility Action Plan 2016–2020*, approved by the Management Committee on 7/12/2016, defines five strategic action programmes – each deployed in four projects – that shall allow FGC to advance in its ability to generate public value and improve its social performance through sustainable development.

Programmes 4 (FGC-Dialogue and trust) and 5 (FGC-Connection with society and the environment) include the following projects that follow the lines mentioned above:

- Project 4.4: Collaboration with non-profit social organisations
- Project 5.1: Study of the contribution of FGC to the country
- Project 5.3: Conservation and promotion of historical and cultural heritage
- Project 5.4: Connection with language, culture and sport

These projects are an asset that must be strengthened and magnified in order to consolidate FGC as a company socially committed to the country and to society, and in order to turn them into benchmarks of our reputation.

## 1. Object

The object of this procedure is compliance with point 4.4 Commitments - Operational objectives in the field of Social Responsibility, of the Programme Contract 2017–2021 between the Generalitat (Catalan government) and FGC.

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### **4.4 Commitments - Operational objectives in the field of Social Responsibility**

....

*To articulate the development of these projects, FGC will be provided with a framework that preserves the principle of equal opportunities as well as the criteria for specifying non-profit social entities and projects that can benefit from the FGC social responsibility action and from an opportunity cost ceiling to cede physical spaces in railway and in mountain resorts, advertising spaces in stations and trains, cession of disused materials, travel facilities on our lines and use of mountain resorts, etc., or others that do not involve a direct expense.*

*To cover these collaborations, the annual opportunity cost ceiling will be 50,000 euros for each of the years of validity of this Programme Contract.*

...”

## 2. Development

### 2.1 Agents and projects subject to collaboration

a) Agents:

- Non-profit social organisations.
- Public sector.

b) Projects:

- Of a social nature.

- Promoting historical and cultural heritage in the field of the railway and mountain resort sectors.
- Promoting culture and sport.
- Contributing to the social cohesion and territorial balance of our country.

## 2.2 Criteria for accepting applications

Acceptance of the projects will require compliance with the following conditions:

- a) Agents and activities must correspond to those established in the previous point.
- b) It must not be a costly business initiative.
- c) The purpose of the project or campaign that is the subject of the collaboration must be compatible with FGC's Social Responsibility policy.
- d) Neither the contents nor the formal elements of the campaign (images, design, language, expressions, etc.) can harm the image or reputation of FGC.

## 2.3 Scope of collaboration

**Collaborations will in no case consist of direct subsidies or monetary aid.**

The collaboration of FGC will be in all cases for one of the following concepts:

- a) Assignment of physical spaces (1) (Espai Provença, Centre Albert Vilalta, spaces in stations of the FGC or TIM network, etc.)
- b) Assignment of advertising spaces (2) (OPPI stations, train talks, FGC channel, etc.)
- c) Assignment of disused materials (3) (computers, obsolete work clothes, etc.)
- d) Travel on our lines (4) (use of the tracks of the industrial branches when freight trains do not run and agreements consisting of special conditions for the use of our services).
- e) Other concepts that do not involve a direct monetary expense for FGC.

(1) Assignments of physical spaces shall be subject to availability at all times, always giving priority to commercial uses that have been promised or planned.

(2) The valuation of the cost or decrease in revenue for FGC shall be calculated on the basis of its opportunity cost. The area that assigns the space will make an estimate of the opportunity cost per day for the use of the different spaces.

(3) The assignment of depreciated obsolete materials must not involve any cost, direct or indirect, for FGC.

(4) Travel along the lines, and by extension, of any service and activity of FGC Turismo, may be restricted or limited to seasons of low occupancy and/or off-peak hours of each operation, with the aim of minimising the impact on services, as well as the possibility of the number of trips associated with a specific collaboration also being limited. This collaboration will have to be justified for specific actions and in a specific time frame. The Delegate Committee will consult the Collaborating Area based on these criteria.

## 2.4 Cost and accountability

The 2017–2021 Programme Contract between FGC and the Generalitat authorises FGC to carry out corporate social responsibility actions for an opportunity cost value of €50,000/year.

The Social Responsibility Committee will annually define the maximum annual cost of the collaboration projects in accordance with the limitation established in the Programme Contract.

The assigned annual budget will be distributed on the basis of the following concepts:

- a) **Collaboration with non-profit social organisations.** Endowed with 60% of the assigned annual ceiling.
- b) **Collaboration with the public sector.** Endowed with 40% of the assigned annual ceiling.

The percentages mentioned for each of the defined concepts are indicative. In the event that the planned amount is exceeded, the Social Responsibility Committee may approve the transfer of amounts between concepts, within the limit of the total budget allocated for each financial year.

The cost of each project is proposed in the report from the Collaborating Area.

The Delegate Committee of the Social Responsibility Committee will approve the actions, and control that they do not exceed the ceiling determined by the Programme Contract.

Every March while presenting the annual accounts, the Board of Directors will also be presented with the monitoring and settlement of expenses corresponding to collaboration with non-profit organisations and the public sector within the framework of Social Responsibility during the previous year.

Once the data has been reported to the Board of Directors, the Monitoring Committee of the Programme Contract Board will be informed at the rate monitoring point.

At the end of the Programme Contract, the final settlement will be made and a report will be presented to both the Board of Directors and the Monitoring Committee of the Programme Contract, informing them about all the actions carried out during the five years of validity of the Contract and their valuations, which have a ceiling of €250,000.

## 2.5 Processing

Requests for collaboration from non-profit and public sector social organisations are made through the FGC corporate website, using a specific form.

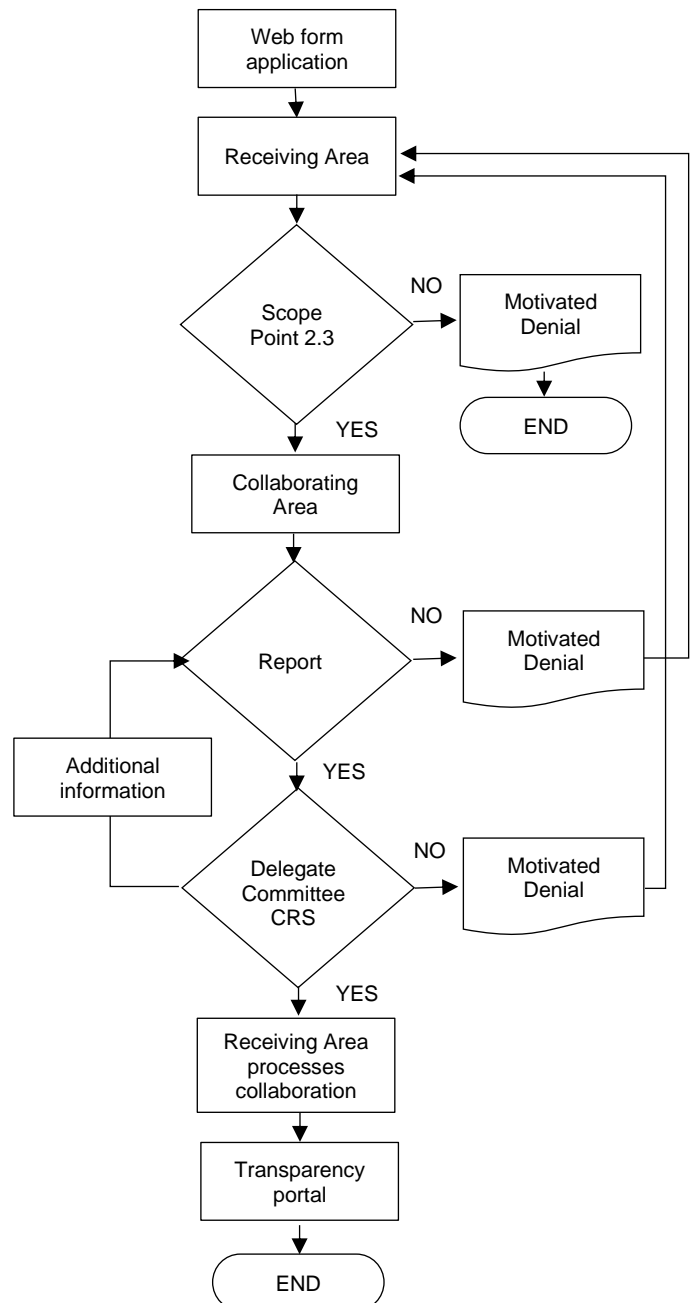
The Receiving Area, usually Public Relations, receives the request and, if it is within the scope of Point 2.3, sends it to the Collaborating Area. Otherwise, the request is rejected with reasons.

The Collaborating Area receiving the application will issue a positive or negative report depending on opportunity cost, availability and opportunity of the object of the collaboration. If the report is positive, it is sent to the Delegate Committee of the Social Responsibility Committee (CRS). If the report is negative, it is sent to the Receiving Area, which is in charge of communicating it to the requesting entity.

The CRS Delegate Committee issues an opinion in the minutes of its meeting, with three possibilities:

- Approval: the Collaborating Area processes the collaboration with the requesting entity and publishes it on the transparency portal.
- Denial: the Collaborating Area issues a negative opinion and refers it to the Receiving Area, which is in charge of communicating it to the requesting entity.
- Additional information: in the case that more information is needed to make a decision.

In any case, the decision of the CRS Delegate Committee must be motivated by previously established objective criteria.



## 2.6 Advertising

The collaborations will be published on the FGC transparency portal, and annually in the Social Responsibility report.

### 3. Responsibilities

Function	Area Responsible for Function
<p>Update and maintenance of the corporate web form.</p> <p>Receipt of collaboration requests from the corporate website.</p> <p>Initial verification of the viability of collaboration requests.</p> <p>Dialogue with non-profit social organisations and public sector.</p> <p>Publication of collaborations on the transparency portal.</p> <p>Participation in the CRS Delegate Committee.</p>	Public Relations Area
<p>Valuation of internal and opportunity costs.</p> <p>Issuance of opportunity cost, availability, and opportunity reports.</p> <p>Participation in the CRS Delegate Committee.</p>	Collaborating Areas
<p>Participation in the preparation of and advice on the report of the Collaborating Areas and the Delegate Commission of the CRS.</p> <p>Economic monitoring of collaboration with non-profit social entities and the public sector.</p> <p>Participation in the CRS Delegate Committee.</p>	Economic-Financial and Legal Area
<p>The Commission is made up of four people: 1 from each of the Collaborating Areas (Operator and Tourism and Mountain), 1 from the Economic-Financial and Legal Area, 1 from the Public Relations Area, and the CRS coordinator.</p> <p>Motivated acceptance/refusal under objective criteria of the collaboration.</p> <p>Approval and control of the opportunity cost ceiling determined in the Programme Contract.</p> <p>Every March, presentation to the Board of Directors of the monitoring and settlement of expenses from the previous year.</p> <p>Presentation of the final settlement to the Board of Directors with a descriptive report of actions at the end of the Programme Contract.</p>	Delegate Committee of the Social Responsibility Committee



## **ANNEX. GENERAL CONDITIONS OF COLLABORATION**

1. The requesting entity will state the collaboration of FGC in the informative materials. In the event that the materials have been produced prior to the collaboration and do not allow for any image of FGC to be included, a solution will be agreed upon that allows this.
2. The texts of the informative materials must be at least in Catalan.
3. The entity authorises FGC to use its logo, symbol, and/or images to inform its stakeholders of the collaboration.
4. None of the activities that the entity carries out may cause damage to the image of FGC.
5. Images and/or texts that may be offensive to FGC customers, inappropriate for children, or contrary to human rights and public freedoms must not be displayed.
6. The entity undertakes not to sell objects or to carry out commercial actions on the premises of FGC, with the exceptions detailed below. The initiative must be part of the aims related to the promotion of social responsibility actions, provided for in the object of the collaboration.

In this sense, actions promoting/advertising the activities of the entity should not have a strictly commercial purpose. Instead, the advertising of this activity shall be aimed at the promotion and encouragement of actions related to aspects of social responsibility.

The entity expressly accepts these conditions, recognising that in the case of the promotion of commercial actions which are part of the previous section, the money raised will be used exclusively for that purpose; this being an essential condition of the collaboration.

7. The entity is responsible for the security of the installed elements and/or exhibited objects.
8. The entity undertakes to have a civil liability policy contracted and in force so as to cover contingencies that may occur before third parties or in its own facilities.
9. The entity undertakes to keep the spaces clean and in good condition and to leave them in the same condition that they were found.
10. The entity is responsible for the exhibits, as well as for the costs of production, printing, assembly, disassembly and/or transfer of materials.
11. The people who participate in the activity which is the object of collaboration on the part of the entity will have to be correctly identified and shall not be confused with FGC personnel.
12. The people who take part in the activity which is the object of collaboration will not be able to carry it out outside the assigned area and will not be allowed to walk around the facilities or cause inconvenience to customers.

13. The people who take part in the activity which is the object of collaboration must follow the instructions of FGC personnel at all times in case of emergency and/or evacuation.
14. FGC reserves the right to interrupt or terminate the collaboration for non-compliance with any of the above clauses.
15. FGC will take into account non-compliance with any of these conditions in future applications by the applicant.
16. The entity must use non-sexist, respectful, and inclusive language in all the documentation, advertising, images, or materials that it generates, avoid any discriminatory images of women or sexist stereotypes, and promote images that represent the values of equality, diversity, balanced presence, and plurality of identities.
17. The entity cannot collaborate more than three times a year.
18. The entity undertakes that the activity for which the collaboration is established is not onerously commercial in nature. The initiative must be part of the aims related to the promotion of social responsibility actions, provided for in the object of the collaboration.

In this sense, actions promoting/advertising the activities of the entity should not have a strictly commercial purpose. Instead, the advertising of these activities shall be aimed at the promotion and encouragement of actions related to aspects of social responsibility.

The entity expressly accepts these conditions, recognising that in the case of the promotion of commercial actions which are part of the previous section, the money raised will be used exclusively for that purpose; this being an essential condition of the collaboration.

19. In the event of non-compliance with the conditions provided for in this document by the contracting entity, FGC may initiate the processing of a complaint for the analysis and determination of the possible non-compliance with these conditions against the corresponding entity. In this procedure, the processing and guarantees provided for in Law 39/2015 will be followed and, in any case, the entity will be given a period to formulate the allegations it deems pertinent.

In the event that, as a result of the processing of the indicated complaint, FGC proves that the conditions have not been met, a ban may be imposed on the entity, preventing them from contracting with FGC through this collaboration procedure, for a period of not less than one year.

20. The people from the collaborating entity who have to access the railway stations in order to carry out the collaboration action will not have the right to travel on the railway; this being an essential obligation of the contract/collaboration. If they need or want to travel, they must purchase the corresponding transport title (ticket).