

## Safety for third parties

### 1. Introduction

The University of Twente (UT) is responsible for the health and safety of all persons present on the UT terrain, in accordance with the requirements in the Dutch Working Conditions Act. This responsibility does not only cover personnel and students (section 3 of the Working Conditions Act), but non-employees of the UT who are present on the terrain or in buildings of the UT as well. This group is often termed "third parties". The responsibility of the UT for third parties is described in Section 10 of the Dutch Working Conditions Act: "If the safety or health of persons other than employees can be put at risk as a result of, or in direct connection with, the work that the employer has done by his/her/its employees in a business or establishment, or in the immediate surroundings, the employer shall take appropriate measures to prevent that hazard".

This guideline describes the specific rules and regulations for third parties. A distinction is made between various groups of third parties.

### 2. Third parties

Not all third parties visit the UT with the same goal in mind. In addition, the authority relationship between the third parties and the UT can vary greatly. Third parties can be roughly divided into the following five groups:

#### A. Contractors/maintenance personnel/temporary personnel

This group consists of all persons who are performing work activities by order of the UT in terms of new development/renovation, maintenance or cleaning. In many cases the persons belonging to this group will be hired by the Facility Department (FB) or by the Vastgoedgroep Drienerlo (VGD). They usually work according to a prearranged offer or service contract. The authority of UT staff over these persons is limited. However, they are required to follow the instructions of the UT contact person (often the contract manager). Examples of persons in this group are employees of the cleaning agency, (sub)contractors, employees that conduct yearly inspections and technical installers.

#### B. Temporary workers/seconded staff

This group consists of all persons who perform paid work activities within the units of the UT in the areas of education, research or support/management (that is normally performed by UT personnel), but who are not directly paid by the UT (and/or have signed an employment contract with a different party). These persons are placed under the direct authority of UT staff.

#### C. Interns/students

Interns and students from educational institutes other than the UT are the third separate group. Many of the interns are 'our own students' who, paid or otherwise, perform research for or in collaboration with UT staff. Other interns are from other educational institutes such as universities of applied sciences (HBO) or regional education centres (ROC). Students from the ROC will often work in the framework of an apprenticeship, which entails that they work for four days and are in training for one day. A clear authority relationship exists between the interns and UT staff.

#### D. Visitors/passers-by

This group consists of all persons who visit the UT with a specific goal in mind, though are not performing specific activities, for example representatives; visitors to open days, information gathering sessions, conferences, symposia and courses; visitors of the Vrijhof or the sports centre; and representatives of companies.

Finally, the persons who are only passing through the UT terrain on their way to their final destination can also be called a part of this group. One characteristic is that there is no authority relationship between these persons and UT staff.

#### E. Third parties located on the Campus

There are several companies located on the Campus who - although there often is a

connection with the University and its activities - are legally completely independent. As the owner of the terrain and the buildings in which these companies are housed the UT can make demands upon the way these companies handle their health, safety and environment aspects/policy.

The care for the safety of visitors of these companies lies partly with the companies themselves. Persons who are using the terrain or buildings to travel to these "third parties" can be considered a passer-by. Think, for example, of organizations on the Campus such as the Drienerburgh.

### 3. Rules and regulations

#### 3.1 Contractors/maintenance personnel/temporary personnel

When the UT asks their personnel to make a tremendous effort with regards to working safely and healthy, they can and should require the same of hired personnel.

Construction projects in which

- the estimated duration of completion of the construction exceeds 30 working days and which has more than 20 employees working on the construction site;
- more than 500 human work days will be involved in completing the construction;
- the scope is smaller, but there are special dangers which do not fall under the daily operational management (for example: being buried, getting stuck, falling from a height, drowning, exposure to chemical or biological substances, ionizing radiation, working with explosives, etc.);

fall under the specific rules of the health, safety and environment decree (chapter 2, section 5 Constructions sites).

This means that a health and safety coordinator has to be employed in both the development and the execution phase.

However, risks for the hired employee or UT staff member can also emerge during small and less dangerous projects. In connection with the legal liability it has been decided to have the hired employee or the hired company sign a statement in which they consent to perform their work in accordance with the operative legislation and the guidelines as determined by the UT. An example of such a statement is displayed in Annex 1. This statement refers to "the general safety regulations for contractors, temporary and maintenance personnel (third parties)". The general safety regulations can be found in Annex 2. The general safety regulations, if necessary, supplemented with specific guidelines of the faculty at which the activities are performed, are required to be sent as an annex with the written statement, possibly supplemented with permits and protocols (see Annex 3 and 4).

Companies that are regularly employed by the UT are only required to sign such a statement once. Any possible changes in the safety regulations are required to be conferred to these companies by the client (= in practice contracting party University of Twente). It is the client's responsibility to assess whether, as a consequence of the work that will be performed, additional or supplementary regulations are necessary (for example, if work is to be performed in potentially dangerous areas). The hired companies are themselves responsible for instructing their own personnel with regards to the work that will be performed by order of the UT. This is determined by the Dutch Working Conditions Act and is also part of the statement to be signed.

#### 3.2 Temporary workers/seconded staff

When the UT temporarily borrows personnel from other firms, employment agencies, and the like, the same rights and duties apply to these employees as for regular UT employees. This also applies to staff members who are seconded to the UT via academic organizations such as the FOM, NWO, STW or an external company.

The UT, especially the managers, is similarly responsible and liable for these staff members as for the UT's 'own' staff members. Unfamiliarity with the organization, working method, tools, dangerous situations, and the like, requires that extra attention be paid to providing general information with regard to working safely and healthy.

If these employees have not mastered the Dutch language, this should be taken into account when giving information and instruction. In general it is assumed that everyone working at the UT has sufficiently mastered the Dutch or English language.

### 3.3 Interns and students

For interns and students from educational institutes other than the UT, the same rights and duties are applicable to them as they are for a regular UT staff member, although the knowledge and experience of this group is limited. This makes greater demands of the information and supervision that they are required to receive.

Who will take up the task of supervising an intern or student has to be determined beforehand. An internship agreement or graduation agreement is helpful in determining this. Annex 5 contains an example of such an agreement (internship). It is possible that other educational institutes use their own internship/graduation agreement.

### 3.4 Visitors and passers-by

Visitors should be protected against the risks in the buildings at all times. Passers-by should be able to traverse terrain in a safe manner as well.

In general it can be assumed that visitors are unfamiliar with the routes in the building and, therefore, in the process of looking for their destination may end up at possibly undesirable places or choose the wrong escape route during an emergency. An individual visitor therefore has to be received and guided by the person acting as host during the visit. Check-in for visitors is Security Services or the front desk of one of the buildings.

During an open day or information gathering there are a lot of visitors walking around. If that is the case, it is important to limit or prevent risks as much as possible.

Concretely this means, for instance, that:

- proper fences, closed doors, switched-off machines and screening of dangerous situations should prevent visitors from getting into an accident;
- visitors should not be provided with the opportunity to perform prohibited actions;
- when determining the amount of BHV staff (emergency assistance) in a building, the amount of visitors should be taken into account (for example, during open days or information gatherings).

Essentially passers-by will hardly come into contact with UT activities, if at all. In order to prevent the occurrence of undesirable events anyway, it is important to keep an eye on order and tidiness outside the UT buildings as well. Hazardous substances (gases, waste) should be stored behind fences, and building excavations (holes) should be screened off properly (think of, for example, children playing).

### 3.5 Third parties located on the Campus

The UT is obliged to provide safe accommodation to the (employees of) third parties located on the Campus. On the other hand, it is possible that the work activities performed by these organizations are actually the cause of dangerous situations involving UT staff (as, for example, BHV staff member or as passer-by). It is therefore essential that the UT and third parties cooperate well together and with the third party's assistance.

For the purpose of the Working Conditions Act, there is no authority relationship between the UT and these companies. However, there is always a (legal) agreement in place, namely the lease agreement. It is standard that this agreement includes a statement that the tenant conforms themselves to the guidelines and regulations that the UT sets for third parties in UT buildings. A document has been drafted for this purpose (see Annex 6). It is always required to add this document to the lease agreement.

## 4. Who does what?

The table below shows who does what with regards to the specific rules and regulations for the various third party groups.

<b>Action</b>	<b>Implementation</b>	<b>Note</b>
<i>Contractors/maintenance personnel/temporary personnel:</i>		
Distributing statement for companies, as well as the safety regulations for contractors, temporary personnel and maintenance personnel (third parties)	Client: often FD or VGD	- See Annex 1 and 2 of this guideline. - Archiving signed copies at client.
Granting permit for fire-hazardous activities, including inspection of workspace	(project) coordinator/contract manager	- See Annex 3 of this guideline.
Distributing protocol for work activities on fire alarm and/or sprinkler systems	(project) coordinator/contract manager	- See Annex 4 of this guideline.
Inspection of workspace after completion of work activities for which a permit has been granted.	(project) coordinator/contract manager (CM)	- Archiving of original with contract manager. - The original form is required to be saved for a minimum of 1 year.
<i>Temporary workers/seconded staff:</i>		
Information and instruction with regards to working safely and healthy	Head of unit or service department	- Essentially similar to information for 'own' staff.
<i>Interns and students:</i>		
Set down internship agreement and/or graduation agreement	Internship or Graduation Supervisor	- See Annex 5 of this guideline.
<i>Third parties located on the Campus:</i>		
Distributing general safety regulations for third parties in UT buildings	Lessor, usually the FB	- See Annex 6 of this guideline.

## Annex 1: Example statement for companies (third parties)

The companies indicated in this regulation also include their subcontractors. The companies are responsible for their subcontractors with regards to this regulation.

Regulation regarding health, safety and environment for companies and their personnel, working for the University of Twente (UT) in Enschede:

1. The companies and their personnel are obliged to observe:
  - a. the provisions stipulated in the Working Conditions Act, environmental legislation and other applicable laws;
  - b. all decisions based on the laws mentioned above, in any case including the Working Conditions Decree and the Working Conditions Regulations;
  - c. the regulations and instructions set by or because of the UT (see Annex 2).
2. The company is obliged to perform the work activities in such a way that it will not cause dangerous situations for UT staff. The UT employs a permit system for fire-hazardous activities (welding, cutting, soldering, burning off paint, roofer activities, etc.) that the hired companies and personnel are required to comply with (see Annex 3). If the activities involve work on fire alarm and sprinkler systems, the construction supervisor is required to comply with the protocol formulated for that purpose (see Annex 4)
3. Compliance with points 1 and 2 is required to be inspected by or in the name of the company.
4. In the case of non-compliance with the aforementioned rules, the UT reserves the right to:
  - a. halt the work;
  - b. exclude the person or persons involved from the work.

All this without in any way assuming responsibility for any possible consequences for persons involved or their client arising from this; while the UT will hold the company responsible for any possible consequences of accidents arising from failure to comply with these rules and regulations.

In any and all cases the company is required to indemnify the UT against third-party liability. If one of the cases as identified in 4.a. and 4.b. occurs and the UT suffers damages as a consequence of this, including loss of profits and other consequential damage, the contractor will compensate the UT for the damages suffered.
5. Declaring themselves in agreement with aforementioned regulations does in no way release the company from their legal liability pursuant to the laws mentioned in point 1.
6. Before commencing with the work, the company is required to liaise with ..... (name), ..... (position), for the provision of any possible additional instructions.

Undersigned:

Position:

Firm:

Address:

through signing hereby declares to be in agreement with aforementioned regulations, to inform their personnel who will perform work activities at the UT of this, and to contact the UT official indicated under point 6 for the benefit of the assignment before commencing the work activities.

Signature:

Date:

## **Annex 2: General Safety Regulations for contractors, temporary personnel and maintenance personnel (third parties).**

### **Reporting**

It is mandatory to:

- collect any keys that may be needed and have not yet been provided from the UT Security Services.
- register with the front desk of the respective building or the project coordinator upon arrival. The receptionist is required to register the starting time and is allowed to sign for commencement of work hours. This can be done with the UT Security Services if it is outside office hours.

### **General**

It is mandatory to:

- comply with the applicable provisions from the Working Conditions and Environment Legislation;
- keep escape routes and access roads free of obstacles;
- keep fire extinguishers and fire hose reels freely accessible;
- be informed of the general safety regulations and to comply with them;
- report any damage to a building or system to the (project) coordinator or building manager (Facility Department).

It is prohibited to:

- perform fire-hazardous work activities (welding, cutting, working with open flame, roofer activities etc.) without a permit (see Annex 3);
- perform work on fire alarm or sprinkler systems without reporting this in a timely fashion prior to commencing (see Annex 4);
- operate UT machinery or test set-ups without permission or instruction;
- smoke or imbibe alcoholic beverages in the building;
- cause unannounced nuisance with sound equipment (use of audio equipment is prohibited).

### **Personal safety**

It is mandatory to:

- use personal protective gear in places where it is indicated to do so;
- comply with instructions given by the (project) coordinator or building manager;
- have transport and storage of flammable substances take place in a safety container or in the original vats as provided by the supplier;
- use tools and aids that meet the legal requirements; use tools and aids properly;
- take the necessary precautions to provide reliable protection during dangerous situations and/or work activities (think of, for example, the danger of falling objects, opening in the road or pathways, moving and rotating parts, etc.).

### **Accident/emergency**

It is mandatory to:

- report an accident or calamity (for example, a fire) directly on telephone number 053 489 22 22 or by means of hitting the nearest manual fire alarm;
- try to fight a starting fire with the available extinguishing agents.

Escape routes and emergency exits are indicated by means of pictographs in the hallway; Upon hearing the evacuation alarm it is required to exit the building immediately; Listen carefully to the instructions of BHV staff.

### **Departure**

It is mandatory to:

- always leave a tidied workspace behind to prevent any unnecessary risks for personnel or the building (including during breaks and at the end of each working day);
- sign out with the (project) coordinator and/or front desk. The receptionist is required to register the end time and is allowed to sign for conclusion of work hours. This can be done with the UT Security Services if it is outside office hours.
- hand in keys that were temporarily provided to you with the Security Services.

### **Annex 3: Protocol for working on fire alarm and/or sprinkler systems**

Because the entirety of the fire alarm and sprinkler systems is more and more interrelated with each other and with external alarm systems, it is imperative to disconnect sections carefully when work has to be performed on that part of the system. The detachment of sprinkler parts, in particular, takes a lot of time.

#### **Reporting**

It is mandatory to:

- contact the Service Desk of the Facility Department at least 24 hours prior to commencement to report required work on fire alarm or sprinkler systems (053 489 24 00);
- contact the UT contract manager shortly before commencing the work in order to discuss the final details;
- report to the contract manager as soon as the work activities have ceased, including a description of the achieved results.

## Annex 4: Permit for fire-hazardous work activities

### Safety procedure welding, cutting, working with open flame, roofer activities, etc.

1. Date of the work activities:
2. Location of the work activities:
3. Nature of the work activities:
4. The following preventive measures have been taken:
  - Removal of combustible or flammable materials within a radius of 15 metres;
  - Installation of fireproof covers/screens on/in front of any flammable materials present;
  - Coverage of all openings in walls and floors within a radius of 15 metres;
  - Dangerous activities have been discontinued;
  - There are sufficient fire extinguishers within easy reach;
  - Fire hoses have been rolled off reels;
  - Tanks meant for flammable or combustible liquids are empty and have been aired out;
  - Tubes and flame limiters on gas cylinders have been inspected;
  - Inspection rounds have been planned;
  - Sprinkler in room will remain in service;
  - Automatic fire alarm (group) in room (n) has been switched off;
  - Means of communication are present. What type?
  - Other, to wit:

### In case of fire/emergency, dial the emergency number: (053 489) 2222

5. Permit granted from <sup>^</sup>): \_\_\_\_\_ until:

By:  
Name:

Signature

6. Workplace has been inspected beforehand

Name:

Signature

Name of construction supervisor:  
Signature:

Start time work activities:  
End time work activities:

7. Around one hour after the work activities have ceased.

Name of inspector:  
Signature:

*This form is required to present on the actual site of the work activities until the inspector has completed their rounds. The original form should be saved for a minimum of one year for the benefit of insurance companies and checks during inspections.*

<sup>7)</sup> The permit may never be valid for a period of time longer than 1 work shift up to a maximum of 1 working day.

## Annex 5: Example internship agreement

The undersigned:

[Company B.V.] with its registered office in [Town], hereafter to be called 'the internship institute';

The educational institute: School....., hereafter to be called 'the educational institute';

Mr/Ms [Student], residing in [Town] ....., hereafter to be called 'the intern',

considering that:

1. the intern is following a (full-time) educational programme at the educational institution;
2. that according to the programme schedule, the intern is obliged to acquire practical experience during a longer, continuous period of time;
3. that the three undersigned wish to arrange the contents of this internship agreement,

hereby declare to have agreed as follows:

1. The arrangement will be in effect from ..... to ..... This arrangement will only be prematurely terminated if, according to the internship institute's criteria and in consultation with the educational institute, it is determined that the intern is insufficiently suitable for the task assigned to him/her, if there is a case of misconduct or in the case of mutual intolerance. The agreement can likewise be terminated immediately if the intern violates health, safety and environment rules valid within the internship institute and the associated article concerning strict confidentiality of all knowledge they obtain with regards to the company (insofar as this provision is not contrary to the statutory duty of disclosure to a judge). A written report of the intern at the educational institute will be written in consultation with the management of the internship institute;
2. The internship will be carried out at location .....in [Place], under supervision of Mr/Ms [Mentor]..... The coaching of the intern will be performed by Mr/Ms ..... in cooperation with Mr/Ms ..... (position).  
(This coaching includes: introduction within the company, explanation of safety and behavioural rules, work activities, progress interviews, and the like.)  
The progress interviews will take place each week/month.
3. An allowance towards the expenses for the work to be performed will be €..... gross per month (if applicable).
4. In principle, the intern will work the same amount of hours as the other personnel of the internship institute, to wit Monday through Friday from 8:30 to 17:15, 40 working hours a week.
5. Parties declare to have received a copy of this agreement.
6. This internship agreement is not an employment contract, as described in the NBW.

Agreed, drawn up in triplicate and signed on ..... in .....

Company B.V.

.....  
Director

.....  
Internship supervisor

.....  
Intern

## Annex 6: General safety regulations for third parties in UT buildings

Abbreviations: CvB Executive Board UT  
 HR: Directorate for Human Resources

- I. These regulations are valid for (the employees of) third parties who are present, employed, or conducting experiments/having experiments conducted in UT buildings;
- II. Third parties are obliged to comply with the current legislation and regulations as laid down in the Working Conditions legislation and the Environmental legislation as well as the currently applicable regulations of the environment permits as are applicable on the UT buildings. The currently applicable environment permit regulations will be provided separately;
- III. Everyone is required to observe the greatest possible care for the sake of their own and others' safety and health. When performing the work activities it is required to take such preventative measures, that the risk of fire, explosions, and the like should in all reasonableness be considered impossible;
- IV. The work activities of third parties may not unnecessarily lead to nuisance or increased safety risks for the other building inhabitants;
- V. Third parties are required to know the meaning of and comply with the prohibition, mandatory and warning signs placed by order of the Executive Board;
- VI. Instructions or directions from the head of the BHV team of the building concerned (if applicable) or from the building manager have priority over the provisions described in point 5;
- VII. Third parties contribute to the safety organization (if applicable) of the UT building in which they are housed (such as, for example, the BHV team);
- VIII. Pathways, exits, stairs and access routes to switches, small extinguishing agents and other safety means should always remain freely accessible. Escape routes may never be blocked;
- IX. Repairs, changes to the building or installations may only be performed by persons specially appointed by the Executive Board;
- X. Third parties are obliged to report a (potentially) unsafe situation to the building manager immediately after determining the fact;
- XI. Third parties are required to comply with the currently applicable access regulations for the building outside the regular opening hours;
- XII. In case of fire and/or accident, immediately call (053 489) 2222 stating the location and, if possible, scope and/or nature of the emergency or press the closest manual fire alarm;
- XIII. Third parties are not allowed to move or change general building-related safety means;
- XIV. Procurement, transport, storage, use and removal of dangerous equipment and hazardous substances are required to take place in accordance with the (legal) guidelines; Upon procurement of these substances or equipment, it is required to, in consultation with the building manager, procure the necessary safety means for use, transport, storage and removal;

- XV. Specific guidelines are in force within the UT buildings with regards to several categories of work activities, equipment and substances. When performing work activities falling under the categories described below, third parties are obliged to comply with these regulations, insofar as there is an increased safety risk for the building and/or the other building inhabitants. Everyone performing these work activities or handling this equipment or these substances is obliged to inform themselves of and work in compliance with these regulations;

This concerns:

- Transport, working with (manual) tools or larger mechanical equipment, or working at a height;
- Work activities in which electrical voltages play a role (low voltages as well);
- Procurement, transport, storage, use or removal of chemicals;
- Permit for fire-hazardous work activities;
- Work activities with equipment or means in which pressures higher than the surrounding pressure play a role;
- Cryogenic fluids;
- Radiation sources (for example, Radio frequencies or light with high energy) and especially laser radiation or ionizing radiation.

The building manager will provide the specific guidelines and instructions, if applicable.

**Final clauses:**

- XVI. The building manager can grant exemption of the currently applicable safety regulations in exceptional circumstances;
- XVII. For information and recommendations in the area of safety and environment, contact HR.