

Safety for third parties

1. Introduction

In conformity with the requirements of the Working Conditions Act, the University of Twente (UT) is responsible for the health and safety of all persons present on its premises. This responsibility is not limited to members of staff and students (article 3 of the Working Conditions Act) but also extends to non-employees of UT who are present on the grounds or in the buildings of the UT. This group is often referred to as "third parties". UT's responsibility for third parties is described in article 10 of the Working Conditions Act. "If, during or in direct connection to work that an employer instructs their employees to perform in a company or institute or in the immediate vicinity thereof, any danger may arise to the health or safety of persons other than the employees, the employer must take effective measures to prevent this danger".

These guidelines contain the specific rules and regulations for third parties, distinguishing between the various separate groups in this category.

2. Third parties

Not all third parties come to the UT for the same purpose. The authority relationship between third parties and the UT may also vary to a great extent. In broad terms, it is possible to distinguish the following five groups:

Contractors/maintenance staff/ personnel hired on a temporary basis

This group covers persons commissioned by the UT to perform work related to building/renovation, maintenance or cleaning. In many cases, persons in this group have been hired by the Facility Service Centre (FB). They usually work according to a tender drawn up in advance or a contract for services. UT employees exercise limited authority over these persons; however, they must follow the instructions of their UT contact person (often the contract manager). This group includes employees of the cleaning company, contractors and subcontractors, employees who perform annual inspections and technical installers.

Temporary employment agency workers/seconded personnel

This group consists of all persons performing paid work within the units of the UT in the area of education, research or support/management (which is normally undertaken by employees of the UT) who are not paid directly by the UT (for example, they have an employment contract with another party). These persons fall under the direct authority of UT employees.

Interns/students

Interns and students of educational institutes other than the UT are considered as a separate category of third persons. Many interns are 'our own students', who are conducting paid or unpaid research for or in cooperation with UT employees. Other interns are from different educational institutes such as Higher Vocational Colleges or Regional Training Centres. Students from Regional Training Centres often work within an apprenticeship scheme in which they work for four days and follow a study programme for one day in the week. There is a clear authority relationship between interns and UT employees.

Visitors/passers-by

This group covers all persons visiting the UT for a specific reason but who do not perform any specific tasks, e.g. representatives, persons attending open days, information events, conferences, symposia and courses, visitors to Vrijhof or the sports hall, and company representatives.

Finally, this group also includes persons who are just crossing the UT's premises on their way to another destination. One defining feature of this group is that there is no authority relationship between these persons and UT employees.

Third persons established on the campus.

There are several companies established on the campus. They are legally entirely independent, even though it can be said that they are connected to the university. As owner of the grounds and the buildings in which these companies are established, the UT may set requirements regarding the way in which these companies deal with occupational health and safety and environmental aspects and policies.

These companies bear part of the responsibility for ensuring the safety of their visitors. Persons present on the grounds or in buildings on their way to these "third parties" may be considered as passers-by. Examples include on-campus organizations such as Drienerburgh.

3. Rules and regulations

3.1 Contractors/maintenance staff/temporary personnel

In areas where the UT requires great efforts from its own staff with regard to working in a safe and healthy manner, it can and must demand the same from hired staff.

Building projects whereby:

- it is estimated that construction work will take longer than 30 working days to complete and more than 20 employees are working on the building site;
- completion of the construction work will require more than 500 person days;
- smaller projects involve extraordinary dangers that are not part of normal everyday business operations (for example: being buried, getting trapped, falling from a height, drowning, exposure to chemical or biological substances, ionizing radiation, working with explosives, etc.);

all fall under the specific rules of the Working Conditions Decree (chapter 2 part 5 Construction sites). This means that a health and safety coordinator must be appointed for both the development and execution phase.

However, smaller and less dangerous projects may also entail risks for employees hired by the UT. For reasons of legal liability, it has been decided that employees or companies hired on a temporary basis must sign a statement that they agree to work in conformity with the legal requirements currently in effect and the guidelines drawn up by the UT. Appendix 1 contains an example of such an agreement. This statement refers to "the general safety regulations for contractors, staff hired on a temporary basis and maintenance staff (third parties). These general safety regulations are contained in appendix 2. The general safety regulations, supplemented where necessary with specific guidelines from the faculty where the work is to be performed, must always accompany written agreements as an appendix, supplemented if necessary with permits and protocols (see appendices 3 and 4).

Companies that are hired by the UT on a regular basis need only sign such a statement once. These companies must be informed of any changes to the safety regulations by the client (in practice this is the contracting party, the University of Twente). It is the responsibility of the contracting party to estimate whether the work to be performed requires extra or additional regulations (for example if work is being performed in hazardous spaces). The hired companies are themselves responsible for instructing their own staff on the work commissioned by the UT. This is stipulated by the Working Conditions Act and has also been included in the statement that must be signed.

3.2 Temporary employment agency workers and seconded personnel

If the UT hires staff from other companies, temporary employment agencies etc., these persons will be subject to the rights and obligations that apply to regular UT employees. This also applies to employees seconded to the UT through academic organizations such as FOM, NWO, STW or an external company.

The UT, in particular the managers, will bear the same responsibility or liability for these employees as for their 'own' employees. A lack of familiarity with the organization, working methods, tools, hazardous situations etc. requires extra attention to be paid to general information on occupational health and safety.

If these employees are not fluent in Dutch, this factor must be taken into account when issuing information and instructions. In general it is assumed that everyone working at the UT is sufficiently fluent in either Dutch or English.

3.3 Interns and students

Interns and students from other educational institutes have the same rights and obligations as regular UT employees, even though this group of people has limited knowledge and experience. This demands more of the information and coaching that they must receive.

It must be established in advance who will supervise an intern or student. An internship or graduation agreement is a useful tool. Appendix 5 contains an example of such an agreement (intern). It is possible that other educational institutions use their own internship/graduation agreement.

3.4 Visitors and passers-by

Visitors to the UT must be protected against risks in the buildings at all times. Passers-by must also be able to move around the premises safely.

In general, it may be assumed that visitors who do not know their way around the building may enter undesired locations in search of their destination or choose the wrong escape route in the event of an emergency. Individual visitors must therefore be met and accompanied by the person acting as their host during their visit. The reporting centre for visitors is the Security Department or the reception of one of the buildings.

Open days or information events attract a great many visitors. It is important to limit or prevent risks in as far as possible.

In concrete terms this means that:

- proper fencing, closed doors, turned-off machines and barriers to seal off dangerous situations must ensure that visitors do not have accidents;
- visitors must not be given the opportunity to perform forbidden actions;
- when determining the number of emergency response team members in a building, the number of visitors (for example during open days or information events) must be taken into account.

In principle, passers-by will not come into contact with UT activities, or only do so to a limited extent. To prevent the possibility of undesired events it is important to also pay attention to order and neatness outside UT's buildings. Hazardous substances (gasses, waste) must be stored behind fences and construction pits (holes) must be covered over properly (think, for example of the risk to playing children).

3.5 Third parties established on the campus

The UT has a duty to provide a safe environment for third parties and employees of third parties established on the campus. On the other hand, work conducted by these organizations themselves may lead to dangerous situations involving UT employees (as emergency response helpers or passers-by). Effective collaboration between the UT and third parties and the cooperation of these third parties is therefore indispensable.

According to the Working Conditions Act, there is no authority relationship between the UT and these companies. However, there is always a legal agreement, namely the rental agreement. This agreement must always contain a provision stating that the lessee conforms to the guidelines and regulations that the UT stipulates for third parties in its buildings. A document has been drawn up for this purpose (see appendix 6). This document must always be attached to the rental agreement as an appendix.

4. Who does what?

The table below shows who does what regarding the specific rules and regulations that apply to each group of third parties.

Action	Implementation	Comment
<i>contractors, maintenance staff and temporary personnel:</i>		
Issuing statement for companies and safety regulations for contractors, temporary personnel and maintenance staff (third parties)	Contracting party: often the Facility Service Centre	- See appendix 1 and 2 of these guidelines - Archiving signed copies with contracting party
Granting licences for works which entail fire-related risks, including inspecting the workspace	project coordinator/contract-manager	- See appendix 3 of these guidelines
Issuing protocol for work on fire alarm and/or sprinkler installations	project coordinator/contract manager	- See appendix 4 of these guidelines
Inspecting work space following the completion of tasks for which a license has been issued	project coordinator/contract manager (CM)	- Archiving original with CM - The original form must be kept for at least 1 year
<i>Temporary employment agency workers and seconded personnel:</i>		
Issuing information and instructions on occupational health and safety	Head of unit or department	- In principle same as informing 'own' employees
<i>Interns and students:</i>		
Laying down the internship and/or graduation agreement	Intern or Graduation counsellor	- See appendix 5 of these guidelines
<i>Third parties established on the Campus:</i>		
Providing general safety regulations for third parties in UT buildings	Lessor, often the Facility Service Centre	- See appendix 6 of these guidelines

Appendix 1: Example of statement for companies (third parties)

Companies referred to in these regulations also include their subcontractors. Companies are responsible for their subcontractors with regard to these regulations.

Regulations on health, safety and environment for companies and their staff, working for the University of Twente (UT) in Enschede:

1. Companies and their employees are obliged to comply with:
 - a. the provisions set out in the Working Conditions Act, environmental legislation and other applicable laws;
 - b. decrees based on the aforementioned laws, including the Working Conditions Decree and the Working Conditions Regulations;
 - c. regulations and instructions from or on behalf of the UT (see appendix 2).
2. Companies are obliged to perform work in such a way that no danger arises for employees of the UT. The UT uses a licensing system for work that entails a fire risk (welding, grinding, soldering, burning off paint, roofing work, etc.) to which companies and staff must comply (see appendix 3). If work is being carried out on fire alarm and /or sprinkler installations, the party performing the work must comply with the protocol drawn up for this purpose (see appendix 4)
3. Checks must be made by or on behalf of the company to monitor compliance with the stipulations set out in points 1 and 2.
4. In the event of failure to comply with the aforementioned regulations, the UT reserves the right to:
 - a. order the work to stop;
 - b. remove the person or persons in question from the work.

All this without accepting liability in any way whatsoever for any consequences that may ensue for individuals involved or their contracting party; while the UT will hold the company liable for the consequences of accidents arising from failure to comply with these regulations.
In all cases the company must indemnify the UT against claims from third parties.
If one of the cases referred to in 4.a and 4.b should arise and the UT should suffer damage as a consequence, including loss of profits and other indirect loss, the contractor must reimburse the UT for the damage suffered.
5. Declaring that they agree to the aforementioned regulations does not exempt the company from its legal liability by virtue of the laws stated in point 1.
6. Before the works commence, the company must make contact with..... (name), (position), who will provide any additional instructions.

Undersigned:

Position:

Company:

Address:

declares that by signing they agree with the regulations set out above and that they will inform their staff of the work to be carried out for the UT and contact the UT official named in point 6 before each assignment commences.

Signature:

Date:

Appendix 2: General safety regulations for contractors, temporary personnel and maintenance staff (third parties).

Reporting

It is compulsory to:

- pick up keys from UT's Security Department if keys are required and have not yet been provided;
- report to the reception of the relevant building or to the project coordinator. The receptionist must register the starting time and may sign for the commencement of working time. Outside working hours, this can be done by UT's Security Department.

General

It is compulsory to:

- comply with the applicable provisions set out in working conditions and environmental legislation;
- keep escape routes and access routes free;
- keep fire extinguishers and hose reels freely accessible;
- be familiar with the general safety regulations and comply with them;
- report any damage to the building or installation to the project coordinator or building manager (Facility Service Centre).

It is prohibited to:

- carry out work that entails a fire hazard (cutting, welding, working with a naked flame, roofing activities, etc.) without a permit (see appendix 3);
- work on fire alarm or sprinkler installations without announcing this in good time (see appendix 4);
- operate UT's machines or test rigs without permission or instruction;
- smoke or consume alcoholic drinks in the building;
- cause unannounced nuisance with sound equipment (it is prohibited to use audio equipment).

Personal safety

It is compulsory to:

- use personal protective equipment when this is stipulated;
- follow instructions issued by the project coordinator or building manager;
- store and transport inflammable materials in a safety container or the original container provided by the supplier;
- use tools and equipment that comply with legal requirements; use tools and equipment correctly;
- take all necessary measures to ensure proper protection against dangerous situations and/or work (examples of this include danger posed by falling objects; openings in the road or passageways, rotating and moving parts, etc.).

Accidents/emergencies

It is compulsory to:

- immediately report any accidents or emergencies (e.g. fire) by calling 053-4892222 or by breaking the glass of the nearest manually operated fire alarm;
- try to put out a fire that has just started with the extinguishing equipment present.

Escape routes and emergency exits are indicated in pictograms in the hallways;

If you hear the evacuation alarm you must leave the building immediately;

Follow instructions issued by emergency response team.

Leaving

It is compulsory to:

- always leave the workspace tidy in order to avoid unnecessary risks for the staff or the building (therefore also during breaks and at the end of every work day);
- sign off with the project coordinator and/or reception. The receptionist must register the end of working hours and may sign for the end of the working hours. Outside working hours, this can be done by UT's Security Department.
- Keys that have been issued temporarily must be returned to the Security Department.

Appendix 3: Protocol on work on fire alarm and/or sprinkle installations

All fire alarm and sprinkler installations are increasingly connected to each other and to external alarm systems: it is therefore necessary to take due care when detaching parts in order to work on them. Detaching sprinkler elements is particularly time-consuming.

Reporting

It is compulsory to:

- contact the service desk or Facility Service Centre 24 hours in advance to announce work on fire alarm or sprinkler installations (053-4892400);
- contact UT's contract manager shortly before work commences in order to finalize arrangements;
- report to the contract manager when the works have stopped and inform them of the achieved result.

Appendix 4: Permits for work constituting a fire hazard

Form for Works Constituting a fire hazard

Both before and during the works listed below, the contracting party and implementing party must be aware of the risk of a fire or explosion occurring. Before commencing work, the implementing party must be sure that the measures listed on the back of this form have been taken.

<p>Facility Service Centre/other Contact person:</p>	<div style="background-color: #4F81BD; color: white; text-align: center; padding: 5px;">IMPLEMENTING PARTY</div> <p>Name of company: Contact person:</p>
WORK TO BE CARRIED OUT	WORKING METHOD
<p>Place:</p> <p>Nature of the work:</p> <p>Working hours: from to.....</p> <p>Commencement and end of work dates: from to</p>	<p><input type="checkbox"/> welding burner <input type="checkbox"/> grinding disc</p> <p><input type="checkbox"/> electric welding <input type="checkbox"/> hot air blower</p> <p><input type="checkbox"/> gas burner <input type="checkbox"/> other:</p> <p>For the entire work? YES/NO</p>
SAFETY MEASURES	<p>At which places are there none?</p>
<p>Have the measures stipulated on the back of this form been taken? YES/NO</p> <p>Does the party carrying out the work think that any extra and/or special safety measures are necessary? YES/NO</p> <p>Description of these special measures:</p>	RISK INVENTORY
<p>Have these measures been discussed with the contracting party? YES/NO</p>	<p>Drawn up by:</p> <p>Date of drawing up the inventory:</p>
SIGNATURE	SIGNATURE
<p>SIGNED Contracting party: (date) (signature)</p>	<p>SIGNED Implementing party: (date) (signature)</p>
<p>FINAL CHECK</p> <p>The party implementing the work must conduct a final check before every break or suspension of work, at the end of every work day and/or after work constituting a fire hazard has been performed to ensure that there are no smouldering remains and/or no fire has been started. This final check must take place on the site where the work was conducted, as well as in the surrounding and underlying spaces.</p> <p>The final check will be conducted by:</p> <p>The last final check to be carried out was conducted by:</p>	

(date/time) (signature)

FOLLOW-UP CHECK UP TO 60 MINUTES AFTER FINISHING WORK

A fire may still start even after completion of the works constituting a fire hazard. A follow-up check must therefore be conducted by or on behalf of the contracting party up to an hour after the completion of work constituting a fire hazard at the end of every work day, or after the work has been completed.

The following safety measures have been taken:

- The working environment of the job has been thoroughly examined;
- Any flammable or combustible materials within a 15 meter radius have been removed;
- Fireproof covers/protection has been placed on/around any combustible materials that are present;
- Openings in walls and floors have been covered within a 15 metre radius;
- Hazardous activities have been suspended;
- There is sufficient extinguishing equipment within hand reach (rolled out hose reel if necessary);
- Hoses and flame limiters on gas cylinders have been checked;
- Inspection rounds have been planned;
- The sprinkler in the space will remain in function;
- Automatic fire alarm (group) has been turned off in space/spaces;
- Communication channels are present. telephone other, namely
.....
- Other information:

IN THE EVENT OF AN EMERGENCY ALWAYS FIRST CALL UT'S ALARM NUMBER 053-4892222

Appendix 5: Example of an internship agreement

The undersigned:

The company....., with its registered office in [Place], hereinafter to be referred to as "the internship institute";

The educational institute: School....., hereinafter to be referred to as "the educational institute";

Mr/Ms [Student], residing at [Place], hereinafter to be referred to as "the intern",

whereas:

1. the intern follows a day programme at the educational institute;
2. according to the education programme the intern is obliged to gain practical experience over a longer period of time;
3. the three signatories wish to arrange the content of this intern agreement,

hereby declare that they have agreed upon the following:

1. The agreement will be entered into from.....to..... This agreement will only terminate prematurely if it is decided according to the standards of the internship institute and in consultation with the educational institute that the intern is not sufficiently suitable for the task assigned to them, or in the event of misbehaviour or mutual intolerance. Furthermore, the agreement may be terminated immediately if the intern violates working conditions and environmental regulations that apply within the internship institute and the accompanying article regarding strict confidentiality concerning everything that they may learn about the company (insofar as this provision is not in conflict with a legal obligation to disclose information before a court). The intern will submit written reports to the educational institute in consultation with the management board of the internship institute;
2. The internship will be conducted at [location] in [place] under the supervision of Mr/Ms [mentor]. The intern will be supervised by Mr/Mr [name] in cooperation with Mr/Ms [name] [position] (This supervision includes: introduction to the company, explanation of safety and conduct regulations, work, progress interviews, etc.). The progress interviews will be held every week/month.
3. As remuneration for the costs of the work to be performed, a gross sum of €..... will be paid monthly (if applicable).
4. In principle the intern will have the same working hours as the other staff in the internship institute, namely 8.30-17.15 from Monday to Friday; a 40 hour work week.
5. The Parties declare that they have received a copy of this agreement.
6. This internship agreement is not an employment contract within the meaning of New Dutch Civil Code (NBW).

Agreed upon and drawn up in triplicate and signed onat.....

Company

.....
Director

.....
Intern supervisor

.....
Intern

Appendix 6: General safety regulations for third parties in UT buildings

Abbreviations: EB The Executive Board of the UT
 HR: Human Resources

- I. These regulations apply to third parties and their employees who are working in UT buildings or conducting or commissioning experiments there;
- II. Third parties must comply with current legislation and regulations as set out in working conditions and environmental legislation as well as the regulations on environmental permits that apply to UT buildings. The applicable environmental regulations will be provided separately.
- III. Everyone must take the greatest possible care to protect their own health and safety and that of other persons. When carrying out work, measures must be taken so that the risk of a fire, explosion etc. can, in reasonableness, be excluded.
- IV. Work conducted by third parties may not unnecessarily lead to nuisance or increased safety risks for others present in the building;
- V. Third parties must know the meaning of the prohibition, mandatory instruction and warning boards placed upon the order of the EB and ensure that they are complied with.
- VI. Instructions or directions from the head of the Emergency Response team of the building in question (if applicable) or from the building manager take precedence over the provisions set out in point V;
- VII. Third parties will contribute to the safety organization (if applicable) of the UT building in question where they are housed (such as the Emergency Response team);
- VIII. Paths, exits, stairs and access to switches, small extinguishers and other safety equipment must be kept free. Escape routes must never be blocked;
- IX. Repairs, changes to the building or installations may only be carried out by persons appointed by the EB;
- X. Third parties are obliged to immediately report any unsafe or potentially unsafe situations they establish to the building manager;
- XI. Third parties must comply with access regulations that apply to the building outside of regular opening times;
- XII. In the event of a fire and/or accident, one must immediately call (053-489)2222, stating the place and, if possible, the scope or nature of the emergency, or press the closest manually operated fire alarm;
- XIII. Third parties are not permitted to move or make changes to general safety equipment belonging to a building;
- XIV. Purchase, transport, storage, use and removal of dangerous appliances and hazardous substances must be done in conformity with legal guidelines; safety equipment required for use, transport, storage and removal must be purchased in consultation with the building manager;

- XV. Applying and working with ionizing radiation or radioactive sources on UT's grounds is only permitted with the consent of UT's coordinating radiation expert due to permit regulations on UT's premises.
- XVI. A number of specific guidelines and instructions apply with regard to the number of categories of works, equipment and substances within UT buildings. When conducting work falling under the listed categories, third parties are obliged to comply with these regulations insofar as there is an increased safety risk for the building or others present in the building. Everyone carrying out this work or using these appliances or substances is obliged to familiarize themselves and work in accordance with these guidelines and instructions;

This relates to:

- Transport, working with manual or other tools or larger mechanical appliances or working at heights;
- Work involving electrical voltages (including lower voltages);
- The purchase, transport, storage, use or removal of chemicals;
- Permits for work that constitutes a fire hazard;
- Work with equipment or materials involving pressure exceeding ambient pressure;
- Cryogenic liquids;
- Radiation sources, distributed into two main groups:
 - Ionizing radiation (e.g. radioactive, high-energetic electromagnetic)
 - Non-ionizing radiation (e.g. radio frequencies or high-energy light, especially laser radiation)

The building manager will issue specific guidelines and directives if applicable.

Final provisions:

- XVII. In exceptional cases the building manager may waive applicable safety regulations.
- XVIII. For information and advice on safety and the environment, please contact the HR department.