# Scope

1.1 Reference is made to the legal agreement between Jan De Nul Group or one of its companies hereafter referred to as “Jan De Nul Group”, and the other party hereinafter referred to as “Service Supplier” in relation to the work activities or services that have been agreed.

1.2 Service Supplier is a party that provides a service to Jan De Nul Group.

1.3 The Quality, Health, Safety, Security & Environment (QHSSE) rules for the Service Supplier as specified below apply to all services performed by the Service Supplier, including all outsourced services, in relation to the legal agreement between Jan De Nul Group and the Service Supplier.

1.4 The QHSSE rules for the Service Supplier as specified below apply to all services performed by the Service Supplier, including all outsourced services on:

* Jan De Nul Group premises (whether owned, rented or chartered) such as construction sites, vessels, warehouses, offices, temporary storage areas, containers, etc.;
* All newbuilding, repair shipyards, external workshops and Subcontractor premises (whether owned, rented or chartered), including all areas where personnel working for or on behalf of Jan De Nul Group carry out services, including access and travel areas to the work site.

1.5 It is the Service Supplier’s obligation to undertake any action, which may be necessary or required to establish and maintain the quality standards and safe working conditions at the worksite. The Service Supplier shall be responsible for the coordination of all QHSSE matters for the whole of the services provided, including all outsourced work or services, without compromising the QHSSE Rules for the Service Supplier as specified below. The requirements as specified below are considered as the minimum requirements. The most stringent requirements shall be applied when deemed necessary.

1.6 Service Supplier’s employees include all personnel that carry out work of any kind for or on behalf of the Service Supplier. This includes but may not be limited to suppliers of the Service Suppliers, vendors etc.

# Organisation of QHSSE matters

2.1 All QHSSE related communication and documentation shall be available in a language as agreed with Jan De Nul Group.

2.2 The Service Supplier shall be fully responsible for its compliance with all relevant local, national and international laws, regulations, standards or codes of practice and the QHSSE Rules for the Service Supplier outlined in this document. The Service Supplier may apply more strict measures. In case the Principal QHSSE requirements differ from the Jan De Nul Group standards, Service Supplier shall comply with whatever is the strictest. The Service Supplier may apply for / receive an exemption on topics from these QHSSE Rules based on the complexity and risks related to their scope. In the event that the Service Supplier, including personnel and outsourced personnel fail to comply with any obligation outlined in these QHSSE Rules for the Service Supplier at the worksite, then Jan De Nul Group has the right to suspend the work until the situation has been rectified. This may include removal of personnel from the site. Any delay consequently sustained for the scope of the Service Supplier during such an event shall be at the cost of the Service Supplier.

2.3 When requested by Jan De Nul Group, the Service Supplier commits himself to submit a Quality and HSE Plan, including risk assessment of the works prior to conducting the works. The Quality and HSE Plan shall be reviewed by Jan De Nul Group within reasonable timeframe. The works will not start until these plans have been approved by Jan De Nul Group/Employer. Any delay sustained shall not be at the expense of Jan De Nul Group. The Service Supplier shall communicate to Jan De Nul Group the steps where the participation of any third party certification agency is required according to contractual requirements, applicable standards and/or legal requirements.

2.4 On request of Jan De Nul Group and if available, the Service Supplier shall present the latest certification against QHSSE standards, such as ISO 9001, ISO 14001, ISO 45001.

2.5 The Service Supplier organises and commits himself to communicate the hazards and controls to the employees accessing the site. The Service Supplier shall keep records of this communication and make them available to Jan De Nul Group upon request.

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2.7 When requested by Jan De Nul Group, the Service Supplier commits himself to send all employees to the introduction or to inform all employees in the appropriate language about the HSE information given at the introduction. Records shall be kept as proof the communication on the introduction.

2.8 The Service Supplier shall be present during meetings when requested by Jan De Nul Group.

2.9 The Service Supplier shall cooperate when audits and QHSSE inspections are conducted.

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2.11 Where non-conforming products, processes or services have been identified by the Service Supplier, they shall be notified to Jan De Nul Group verbally and reported in written. Any delay consequently sustained for the scope of the Service Supplier during such an event shall be at the cost of the Service Supplier. An update of this report shall be re-submitted after corrective actions are identified and implemented.

2.12 Everybody has the authority and the responsibility to stop unsafe jobs. The Service Supplier shall encourage employees to execute the Stop & Rethink authority when necessary. This authority is valid for all employees and the Service Supplier working for Jan De Nul Group, irrespective of rank or position.

Use of applications/software

2.13 When requested, the Service Supplier must use the applications/software defined by Jan De Nul Group in order to achieve the scope of works and facilitate the communication between the parties.

Traceability and marking

2.14 Where requested, all components and materials shall be traceable throughout all stages of the work and appropriate records maintained.

Alcohol and Drug Policy

2.15 The Service Supplier shall ensure that all its employees and representatives performing work at the site shall not be in possession of drugs and alcohol, nor consume drugs or alcohol during the services provided. The Service Supplier shall have an internal written substance abuse policy/programme, or adopt Jan De Nul Group’s drugs and alcohol policy when absent. This includes, but may not be limited to random testing upon any presumption of the use of alcohol or drugs; testing of personnel involved in an accident or serious near miss.

2.16 Jan De Nul Group reserves the right to conduct (un)announced drug and alcohol testing at Jan De Nul Group premises and causal testing following an incident. Jan De Nul Group reserves the right to search and inspect for the possession of alcohol or drugs in order to maintain a safe workplace.

Social Media Usage Policy

2.17 The Service Supplier shall make its employees aware that it is not allowed to post Jan De Nul Group inside information or any information that could harm Jan De Nul Group, its employees or clients on social media. For example, do not post pictures or other information about incidents on social media.

Facilities

2.18 The employees of the Service Supplier at Jan De Nul Group premises are only allowed to access those places that are necessary for carrying out their works.

2.19 On request of Jan De Nul Group, a dilapidation survey shall be held before and after the works. Jan De Nul Group reserves the right to repair any damage sustained at the Service Supplier’s expense.

2.20 The Service Supplier is compelled to provide for the employees the legally required health facilities (mess room, sanitary facilities …) and to keep them in a proper state. Meals should be eaten only in the facilities specifically provided by the Service Supplier for this purpose. In case it has been agreed that Jan De Nul Group provides these facilities, the Service Supplier is to ensure their maintenance.

2.21 The use of Jan De Nul Group facilities and equipment by the Service Supplier is forbidden, except when mutually agreed upon in writing.

2.22 The Service Supplier must ensure that the workplace has suitable and sufficient lighting for the services provided carried out by the Service Provider.

2.23 The Service Supplier ensures that his work equipment is suited for the work to be done and, where requested, regularly tested by a qualified person to guarantee its safe use. Upon request of Jan De Nul Group, the instructions for use and the safety instructions must be submitted.

2.24 Measurement Equipment shall be fit for use, well maintained and calibrated at specified intervals, or prior to use, against measurement standards traceable to international or national measurement standards.

2.25 When the Service Supplier is providing services within the above-defined premises, the Service Supplier must leave its working area clean, tidy and free of waste on a daily basis when the Service Supplier leaves the premises until the services are completed. The Service Supplier shall arrange removal of all such waste with Jan De Nul Group according to local laws/regulations. Jan De Nul Group reserves the right to clean up the work areas at the Service Supplier’s expense if the latter fails to do so.

2.26 The Service Supplier needs to inform Jan De Nul Group in case waste (Hazardous and Non-Hazardous) is generated during the performance of its services at Jan De Nul Group premises. In case the disposal of Hazardous Waste is part of the Service Supplier´s scope of supply, Certificates from must be submitted to the Jan De Nul Group staff at their request.

2.27 Substantial efforts shall be made to limit the impact of waste generated on the work site, and no waste shall be burned on the work site.

2.28 Roads, passages and staircases must be free of obstacles at all times. Flexible pipes and cables should not block a passage. If they cross a passage, they must be protected against damage.

2.29 All material must be stacked orderly and stable, protected against weather influences and in the appropriate areas.

2.30 Suitable measures must be taken to prevent soil, air and water pollution.

2.31 Noise, vibration, radiation and dust levels must be kept within the agreed limits and never exceed limits detailed in the legislation.

2.32 The Service Supplier shall ensure that smoking is only done in designated areas.

# QHSSE Requirements for the Service Supplier

Risk Management

3.1 The Service Supplier is responsible to manage the risks related to their services. The Service Supplier shall use the hierarchy of controls: Elimination – Substitution – Isolation – Engineering control – Administrative control – Personal Protective Equipment.

3.2 Collective means of Protection such as railings shall never be removed without placing substitute protection.

3.3 The Service Supplier has implemented risk management tools to identify and communicate hazard and controls on both project and job level for all the services.

Permit to work

3.4 Jan De Nul Group has identified a number of jobs which are identified as potentially posing serious hazards, when planning to conduct such jobs, possibly placing Jan De Nul Group equipment or Jan De Nul Group personnel at risk, Jan De Nul Group shall be consulted prior to the commencement of these jobs for which a Permit To Work (PTW) may be in place.

These jobs may include, but may not limited to:

* Entering or carrying out work in a confined space;
* Engineered lifts: lift a lift planned by competent engineers based on thorough information with respect to crane capacity, crane functions and performance, rigging, crane support as well as weather and sea conditions.
* Critical lifts: lifts where the load or crane have the tendency to shift once the load is lifted, lifts where the limiting factors and load details are not taken into account to determine the capacity of the rigging assembly and lifts near uninvolved persons, lifting with two cranes or dynamic lift.
* Work at a place where a person is liable to fall from a distance of more than 2 meters, due to the absence of collective protection;
* Work carried out over water (not included are standard operational activities);
* Working from an elevated man basket or a boatswain’s chair;
* Work of any type where heat is used or generated outside a designated hot work zone;
* Work which may generate sparks or other sources of ignition outside a designated hot work zone;
* Work on high voltage electrical equipment;
* Work in the vicinity of power lines / equipment, pipelines;
* Work on a system with stored energy or on a system under pressure (see LOTO);
* Diving operations;
* Works involving hazardous substances, including asbestos, radioactive materials / sources and explosives.

Medical fitness, Training, Competency & Awareness

3.5 The Service Supplier ensures that all personnel working for or on behalf of the Service Supplier have the necessary training/professional skills and physical fitness to carry out the jobs assigned to them, including competences in a safety function, and to use and operate the corresponding equipment in a professional and safe manner. The Service Supplier will submit the required supporting evidence upon request of Jan De Nul Group. This may include, and may not be limited to: Driving License, Operation Training Certificate, Seamen’s Book, Basic safety Training Certificate, Medical Fitness Certificate, Welding certification, etc.

3.6 All site personnel will be inducted through Jan De Nul Group site induction in case works are carried out on Jan De Nul Group premises. Awareness of QHSSE focus points and requirements will be promoted through toolbox meetings and quality, health, safety or environmental reminders.

3.7 In case of Service provider’s personnel deemed incompetent, Jan De Nul Group reserves the right to stop the operation at the Service provider’s cost, and remove a person either temporarily or permanently.

Emergency Procedures

3.8 The Service Supplier must ensure that all their personnel are familiarised with the emergency procedures.

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3.10 The Service Supplier shall participate in any exercise or initiative undertaken by Jan De Nul Group to test and validate the Emergency Response Plan.

Incident management

3.11 The Service Supplier shall inform Jan De Nul Group about every accident, incident or damage within the scope of his activities and submit a written incident report to Jan De Nul Group at the day it occurs. All further reports according to local legislation or requested by Jan De Nul Group (i.e. accident investigation report) shall be submitted by the Service Supplier in due time. The Service Supplier remains responsible for further follow up of the investigation.

3.12 Where legally or contractually possible, Service Supplier shall provide Jan De Nul Group a copy of all reports made to government agencies or insurance companies relating to any accident, injury or incident during Service Supplier’s performance at the premises defined above.

Security

3.13 The Service Supplier shall seek and obtain approval by Jan De Nul Group to access Jan De Nul Group premises prior to commencement of work. The Service Supplier shall inform Jan De Nul Group when leaving the Jan De Nul Group Premises. Where requested by Jan De Nul Group or by legislation e.g. ISPS, the Service Supplier shall control the site access to prevent unauthorised entry. Personnel entering Jan De Nul Group premises shall hold proof of identification. Entry passes might be required.

PPE (Personal Protective Equipment)

3.14 Every person entering Jan De Nul Group premises shall wear PPE in accordance with the prevailing laws and in compliance with the rules on the sites set by Jan De Nul Group, or the Principal.

3.15 The Service Supplier shall provide all required PPE to its personnel and/or its visitors at its own expense. The Service Supplier shall ensure PPE is in good condition and shall check PPE at regular intervals, and, if necessary, replace them.

3.16 The Service Supplier ensures that all its employees on site, in accordance with their training and the instructions given, use the PPE in the appropriate manner and put them away safely after use.

Lock out / Tag out

3.17 When applicable, the Service Supplier shall adopt Jan De Nul Group’s lock out / tag out system in place to protect employees from the unexpected start-up, movement, activation, energizing, release of energy, etc. of plant/machinery during service, maintenance, or inspection activities.

Lifting operations

3.18 In case lifting operations are carried out by the Service Supplier, the Service Supplier shall ensure that:

* Lifting devices and lifting gear brought on the Jan De Nul Group premises hold a valid test certificate. A copy of these test certificates shall be handed over to Jan De Nul Group on request;
* SWL shall never be exceeded;
* Safety devices shall never be bypassed;
* All people are cleared from suspended loads;
* All personnel participating in the lift shall be competent to perform the job, taking the local requirements into account;
* All personnel participating in the lift are cleared from crush hazards. Where requested, aids such as taglines shall be used;
* Winds speed and visibility shall be assessed prior to conducting the lift.
* Agreement shall be in place on the priority rules when multiple cranes are in use.

Hot Works

3.19 In case Hot Works are part of the Service Supplier’s scope or carried out on its behalf, Service Supplier shall ensure that:

* Signage is in place to alert the hot works area;
* Weld screens or covers are used to protect nearby persons and goods from sparks or flashes;
* Fire extinguishers are nearby;
* Equipment is inspected and found in order prior to use;
* Gas cylinders are stored outside, upright, secured and protected against the sun;
* Full cylinders are separated from empty ones;
* Separation distances for gas bottles to be adhered. E.g. 3m separation between Oxygene / Acetylene in storage.
* Valid flash back arrestors are fitted directly after the regulators and the torch, on both oxygen and acetylene gas cylinders.

Confined Space

3.20 In case of working in confined spaces, Service Supplier shall ensure that:

* The atmosphere of the confined space is tested prior to entry and periodically during the occupancy of the confined space;
* A system of communication is agreed between attendant / standby person and entrants;
* Portable illumination is of the very low voltage safety lighting;
* Adequate ventilation is in place;
* A plan and necessary equipment is in place to rescue personnel from the confined space.

Working at height

3.21 When working at height, Service Supplier shall ensure that:

* Collective Protective Equipment (CPE) against falling is in place for all works above 2m. If impossible to use CPE, then a fall harness and fall arrest system shall be used;
* Drop zone is barricaded, or spotters are in place;
* Holes / hatches are secured or covered to prevent people from falling;
* Ladders shall be in good condition (undamaged and stable) and properly secured;
* Works from a ladder shall be avoided.

Scaffolds

3.22 In case scaffolding is part of the Service Supplier’s scope, Service Supplier shall ensure that:

* Scaffolds are equipped with suitable top railings, intermediate railings and skirting boards. The components of the work floor must be mounted in a close-fitting way without leaving any gaps between them.
* The work floor is accessed by means of a staircase (tower) or ladder;
* Before commissioning, the scaffold is checked by a competent person of the Service Supplier. Thereafter the scaffold should be checked on minimum intervals of time as required in the local legislation, or due to a modification of the scaffold;
* When requested, calculation notes for scaffolds must be submitted to Jan De Nul Group on request.
* People that are not involved in the assembly of the scaffold may not access the scaffold until it is completed and checked by a competent person of the Service Supplier.
* Employees who work on scaffolding have been trained in accordance with the applicable legislation and regulations. If the scaffolding must be modified in order to carry out works (e.g. moving work platforms), this may only be done by employees who have had appropriate training for this. After modifications have been made, the scaffolding must be inspected by a competent person of the Service Supplier.
* At the request of JDN, the necessary training certificates for working on, (dis)assembling, adapting and releasing scaffolds can be submitted. It is the Service Supplier’s responsibility to organise adequate training courses for its employees.

Electrical Installation

3.23 In case electrical installations or works on electrical installations are part of Service Supplier’s scope, the Service Supplier shall ensure that:

* Electrical installations are approved by a recognised body in accordance with the legislation;
* Only electric material which is well constructed and free from defects is used at the site and can be connected to the appropriate safe voltage outlets;
* Fuse boards are closed at all times. Their connection is only allowed with adjusted plugs. All connections (plugs/ socket) must be suited for use in moist circumstances;
* Cables must always be hung up and/or shielded against possible damage;
* Water ingress protection shall be guaranteed;
* Cables don’t pose fall, trip & slip hazards;
* Cables are not exposed.

Hazardous Substances

3.24 In case hazardous substances are used during service provided, Service Supplier shall ensure that:

* All hazardous substances provided, supplied, or used on behalf of the Service Supplier shall be labelled according to the prevailing legislation. The use of flammable, toxic or other dangerous products at Jan De Nul Group premises must be reported to Jan De Nul Group by handing over the Safety Data Sheets and an indication of the amount prior to commencement of the works;
* The storage, handling, transport and usage of hazardous substances and the removal of the packaging must be done in accordance with the prevailing legislation;
* Appropriate warning notices (e.g. no smoking. no naked flames, etc.) shall be posted on storage facilities;
* If works are carried out with hazardous substances that have the potential to leak into the environment, such substances shall be kept in secondary spill containment systems which can contain at least 110% of the capacity of the biggest container in the event of a spill;
* If works are carried out during which damaging or irritating vapours/ gases are released at Jan De Nul Group premises, this must be reported to Jan De Nul Group and measures must be taken to discharge the vapours/ gases in a safe and efficient way (exhaust installation ...);
* No Asbestos-Containing Materials (ACM) shall be used, nor installed on Jan De Nul Group premises by the Service Supplier. The Service Supplier may be asked to provide certification;

Bunkering

3.25 If Bunkering is part of the Service Supplier’s scope, the Service Supplier shall ensure that:

* No bunkering at Jan De Nul Group premises takes place without approval from Jan De Nul Group;
* Spill equipment shall be in place.

Working Alone

3.26 If the personnel of the Service supplier need to work alone, Service Supplier shall ensure that:

* No activities that require a PTW system, as described above, are conducted when working alone;
* When personnel are working alone at Jan De Nul Group premises, the person has suitable means of communication and there is a system established to ensure regularity of contact.

Vehicles and Heavy Equipment

3.27 When using Vehicles and/ or Heavy equipment, the Service Supplier shall ensure that its vehicles and heavy equipment comply with the applicable requirements. This may include, but may not be limited to:

* Seatbelt for drivers and all passengers;
* Rotating flashing beacon;
* Audible reversing alarm;
* UHF radio.

Traffic

3.28 Service Supplier shall comply with:

* Separation between pedestrians – light vehicles – heavy equipment;
* Site signage;
* Speed restrictions;
* No use of mobile phones whilst driving / operating;
* Maintain sufficient distance from machines;
* Parking at designated parking areas where possible.