

## Non Trackside Sponsor Declaration

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# Rules for Non Trackside Sponsors joining the Sentinel Scheme

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## Introduction

Non Trackside Sentinel Sponsorship is a category of membership within the Sentinel Scheme that allows organisations to act as sponsors for individuals who will not undertake work trackside (and who therefore don't require Personal Track Safety competence).

The Non Trackside Sponsorship Declaration applies to all organisations and Individuals who join scheme, but who will not work, or sponsor Individuals who work trackside.

By completing this declaration, the individual named confirms they are authorised to act on behalf of the applicant organisation; that the organisation wishes to become a Non Trackside Sponsor and agrees to comply with and be bound by these rules.

Name:

Position:

Company:

Date:

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### I. Sponsorship

#### I.1 All Sponsors

The Sponsor putting the Individual to work is responsible for the following, regardless of whether they are a Primary Sponsor or Sub-Sponsor of the Individual;

- Maintaining all records associated with any works undertaken by an Individual on NRMI, as is required by the Sentinel Management System (see Section 2).
- Checking Individuals suitability to work, prior to putting them to work

All Individuals must have a Primary Sponsor to be able to use their Sentinel Smart Card to access NRMI. Under the Scheme, an Individual is permitted to have a maximum of one Primary Sponsor and two Sub-Sponsors, dependent upon the Primary Sponsor granting permission for sub-sponsorship.

A Non Trackside Sponsor must not represent or attempt to represent itself as a sponsor or trackside competencies. Prior to making such a claim, it must apply to the Sentinel Scheme Administrator for membership as a Trackside Sponsor and be subject to the Sentinel Scheme Rules

#### I.2 Primary Sponsor

The Primary Sponsor shall establish a 'Contract of Sponsorship' with each Individual they intend to Sponsor and shall undertake checks of an Individual's suitability to work on NRMI prior to engaging in a Contract of Sponsorship

As part of the Contract of Sponsorship, Primary Sponsors shall provide Individuals under their Contract of Sponsorship with:

- A valid Sentinel Smart Card
- An induction briefing which will include as a minimum the rules and responsibilities of the Sentinel Scheme
- Clear contractual arrangements between the Primary Sponsor and Individual, and whether Sub-Sponsors are permitted

Regardless of the employment status of the Individual, the Primary Sponsor through the Contract of Sponsorship shall fulfil the role of the employer for the purposes of health and safety.

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The Primary Sponsor which enters into the Contract of Sponsorship with an Individual is also responsible for:

- Monitoring and management of working hours of Individuals under their Contract of Sponsorship. Shifts worked with Sub-Sponsors must be considered in the monitoring of working hours and the management of fatigue
- Agreeing any sub-sponsorship arrangements with the Individual and to grant permission to any Sub-sponsor to use their resources
- Enacting the Local Investigation process where any suspected breach of the Sentinel Scheme Rules becomes apparent
- Collating information from Sub-sponsors to enable conclusion of the Local Investigation.
- Maintaining records of Local Investigations and requesting a Formal Review where a Scheme Outcome is recommended following a Local Investigation
- Providing a reason for de-Sponsoring an Individual
- Conducting a Local Investigation before de-Sponsoring an Individual for any breach of the Sentinel Scheme Rules
- Collating and maintaining all records associated with the Contract of Sponsorship of an Individual as required by the Sentinel Management System (see Section 3)
- Requesting a temporary Suspension or issuing a temporary Take Down of competence pending the conclusion of Local Investigation where appropriate.

### 1.3 Sub-Sponsor

The Sub-sponsor must request permission to use an Individual from their Primary Sponsor. The Sub-sponsor must receive confirmation of sub-sponsorship status before resourcing the Individual to work.

The Sub-sponsor is responsible for providing all information to the Primary Sponsor to enable the Primary Sponsor to manage the overall safety of the Individual. This includes, but is not limited to information on working hours, safety incidents, competencies used and competence short-falls.

The Sub-sponsor must notify the Primary Sponsor of any alleged breach of the Sentinel Scheme Rules as soon as is reasonably practicable after becoming aware of such allegation, and co-operate in collecting information and evidence to enable the Primary Sponsor to conduct a Local Investigation.

The Sub-sponsor must co-operate with the Primary Sponsor in the management of working hours. Where a risk assessment has been conducted and extra working hours approved, this information must be provided to the Primary Sponsor.

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### 1.4 Individuals

Individuals are accountable for providing accurate personal information to their Primary Sponsor and for keeping it up to date

The Individual shall follow the rules of personal accountability for working safely on NRMI, including compliance with the Lifesaving Rules.

Individuals are required to notify the Primary Sponsor if they no longer wish to be sponsored by them so that they can be de-sponsored. Change of sponsorship can be requested online through My Sentinel.

Individuals can access their personal records on the Sentinel Scheme Database. This can be requested from their Primary Sponsor, or by direct access to the My Sentinel area of the Sentinel website.

Every Individual has a personal responsibility to comply with health and safety rules including, but not limited to:

- a) No Individual shall undertake or attempt to report for duty, if they have worked on NRMI within the preceding 12 hours (sometimes referred to as double-shifting), unless a risk assessment has been conducted by the Primary Sponsor and suitable controls implemented
- b) No Individual shall exceed the maximum working hours determined by law, Network Rail requirements and the Sponsor
- c) Every Individual has a responsibility to be fit for work, not fatigued by excessive travel, and not under the influence of drugs or alcohol. Individuals shall report anything that may affect their ability to work safely including medication, lack of equipment or personal circumstances
- d) An Individual shall wear the appropriate Personal Protective Equipment (PPE) mandated on site.
- e) No Individual shall undertake a task for which they are not competent, do not have the right equipment or the relevant information or local knowledge to complete safely
- f) Individuals shall act in a safe manner at all times when on NRMI, and report any incident, close call or breach of the Sentinel Scheme Rules they are aware of

The Individual has a responsibility to manage their Sponsor relationships and at all times when working on the NRMI an Individual has a responsibility to:

- Know the identity of their Primary Sponsor
- Know which Sub-Sponsor they are working for (when they are not working for their Primary Sponsor)
- Provide the correct name of the Sponsor they are working for when booking into site

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## 2. Management System Requirements

### 2.1 Pre-Sponsorship Process

Each Sponsor shall have a process in place for undertaking pre-sponsorship checks for all Individuals. Pre-sponsorship checks shall be undertaken in advance of the Individual undertaking any duties on behalf of the Sponsor.

Before undertaking the role of Primary Sponsor, the following checks shall be completed (as a minimum) as part of the pre-sponsorship process:

- Ensure that there are no Suspensions in place that may prevent the Individual from holding a Sentinel Smart Card
- Conduct and document a pre-sponsorship interview to determine the Individual is legally eligible to work in the UK and is able to sufficiently communicate in verbal and/or written English (dependent on the safety critical nature or the competencies held).

Following the conclusion of the pre-sponsorship process, the Primary Sponsor will enter into a Contractor of Sponsorship with the Individual as set out in Section 2.2.

The Sub-sponsor must have in place the following agreements and carry out the following pre-use checks before putting an Individual to work:

- Agree that the Individual wishes to undertake work for the Sub-sponsor in addition to the work undertaken on behalf of the Primary Sponsor
- Check who is the Primary Sponsor for the Individual and if the Contract of Sponsorship permits Sub-Sponsors
- Check the Individual's personal information, including Sentinel Smart Card number, NI Number and Date of Birth are correct.

The Sub-Sponsor can then make a request to the Primary Sponsor, through the Sentinel Scheme Database to Sub-Sponsor the Individual. The Sub-Sponsor cannot put the Individual to work until the Primary Sponsor has accepted the request in the Sentinel Scheme Database.

### 2.2 Contract of Sponsorship

The Primary Sponsor must have processes in place to complete an induction with each Individual when they join their sponsorship. As part of this induction process the Sponsor shall brief the Individual on

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(as a minimum) their Contract of Sponsorship and their responsibilities under the Sentinel Scheme Rules.

The Primary Sponsor must have processes in place to engage the Individual in a Contract of Sponsorship. The Contract of Sponsorship as a minimum shall:

- a) Regardless of the employment status of the Individual, commit the Primary Sponsor to fulfilling the role of employer of the Individual for the purposes of health and safety
- b) Define the responsibilities of the Individual and the Primary Sponsor in relation to compliance with the Sentinel Scheme Rules
- c) Ensure the provision of suitable PPE, in accordance with the Sponsor's defined PPE Policy;
- d) Make provision for health and safety training, assessment and mentoring at required intervals;
- e) Require the Individual to notify the Primary Sponsor of any changes in circumstance including health issues, that may need the Primary Sponsor to take action to ensure the Individual's continued fitness for work

Sub-sponsors are not required to enter into a Contract of Sponsorship with the Individual as they will be permitted by the Primary Sponsor to use the Individual. The Primary Sponsor maintains the sponsorship relationship with the Individual.

### 2.3 Management of Sub Sponsors

Primary Sponsors shall have processes in place for the management of Sub-sponsors. This shall include:

- A mechanism for reviewing and then either approving or rejecting the Sub-sponsor's request  
*NOTE: Where rejected, a reason for rejection must be provided.*
- A documented list of Sub-sponsors and any associated agreements for sharing of labour that are in place between the organisations
- A process for reviewing and for analysing usage by Sub-sponsors
- The means of obtaining information on an Individual from the Sub-sponsor as required in Sections 1.2 and 2

*NOTE: It is optional that a Primary Sponsor may have processes in place for recovering costs from a Sub-sponsor for the use of an Individual; any payment framework is not managed through the Sentinel Scheme Rules.*

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### **2.4 Competence Management**

Sponsors shall have a Competence Management System in place

### **2.5 Management of Working hours**

Primary Sponsors shall have a Fatigue Risk Management System in place for Individuals they have entered in to a Contract of Sponsorship with.

### **2.6 Provision of PPE and other Personal Issue Equipment**

Primary Sponsors shall have a process in place for the provision of Person Protective Equipment (PPE) and other safety related personal issue equipment to each Individual for which they are the Primary Sponsor, and suitable training to be able to use that protective equipment effectively.

### **2.7 Routine Briefings and Cascade of Core Information**

Primary Sponsors shall have a process in place for the cascade of briefings to all Individuals for which they are the Primary Sponsor. This must include any changes or updates to sentinel which affect them.

### **2.8 Investigating Breaches**

The Primary Sponsor must have process in place to investigate any alleged breaches of the Sentinel Scheme Rules (see Section 3 and Appendix A).

### **2.9 De-Sponsoring Individuals**

Primary Sponsors must have processes in place for de-sponsoring Individuals for which they are the Primary Sponsor, which includes providing a reason for de-sponsoring and writing to the Individual to cancel the Contract of Sponsorship.

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### 3. Breaches of the Sentinel Scheme Rules

All breaches of the Sentinel Scheme Rules must be investigated. Whatever the source of the alleged breach of the Sentinel Scheme Rules, the Primary Sponsor shall undertake a Local Investigation, with the full co operation of the Sub Sponsor where necessary.

*NOTE: The Sponsor may Take Down an individuals competence, or request a temporarily suspension of their Sentinel Smart Card whilst they undertake Local Investigation A request for temporary Suspension of an Individuals Sentinel Smart Card can be made through the Network Rail Workforce Safety Team. Temporary Take Down and Suspensions are for a maximum of 3 months.*

Following the conclusion of the investigation, if the allegations are proven, then the Investigation report must be sent to the Network Rail Workforce Safety Team if the recommended outcome for the Individual is a Scheme Outcome. The Primary Sponsor must not de sponsor an individual until the investigation is completed.

The Network Rail Workforce Safety Team will hold a Formal Review to decide if the recommended outcome should apply. Individuals shall have the right to appeal the outcome.

Where a breach of the Sentinel Scheme Rules by a Sponsor is alleged or suspected, the Network Rail Workforce Safety Team shall conduct a Formal Scheme Investigation into the matter and determine the appropriate outcome.

Where as a result of a Formal Scheme Investigation a company director or senior manager is proven to have breached the Sentinel Scheme Rules, Network Rail Workforce Safety Team will determine the appropriate outcome.

### 4. Scheme Assurance Arrangements

#### 4.1 Registration of a Sponsor

For an organisation to be approved by Network Rail as a Non-Trackside Sponsor, they must initially register with the Railway Industry Supplier Qualification Scheme (RISQS) (formally Link-Up) and sign a Non Trackside Sponsor Declaration.

#### 4.2 Maintaining Approval

All Sponsors must register and complete a Non Trackside Sponsor Declaration, and shall continue to maintain registration through the Sentinel Scheme Assurance Arrangements set out in Section 6 of this document.

Network Rail reserves the right to audit a percentage of Non-Trackside Sponsors every year to monitor compliance with the Non-Trackside Sponsor Declaration. This audit will be carried out by RISQS.



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### Appendix A – Breaches and Investigations

#### Breaches of the Sentinel Scheme Rules

Breaches of the Sentinel Scheme Rules by either an Individual or a Sponsor include (but are not limited to) the following:

- 4.1 Any action of theft, attempted theft, fraud, or falsification of documentation or records;
- 4.2 Any conviction related to theft or attempted theft of railway materials
- 4.3 Any breach of the Drugs and Alcohol policy, including reporting or endeavouring to report to site under the influence of drugs or alcohol or being in possession of illegal drugs on site, either for sale or personal use
- 4.4 Any breach in working hours, including reporting or endeavouring to report for a shift of work, having previously undertaken a shift on NRMI within the last 12 hours (known as double-shifting); unless a risk assessment has been conducted by the Primary Sponsor and suitable controls implemented
- 4.5 Any event of presenting a falsified or altered Sentinel Smart Card, or claiming a false identify for the purposes of trying to gain entry on NRMI
- 4.6 The infringement of any health and safety rules
- 4.7 Any event of negligence which causes, or has the potential to cause loss, damage or injury;
- 4.8 Any event of physical violence while at work
- 4.9 Any event of deliberate damage to NRMI property
- 4.10 Any event of bullying, harassment or discrimination
- 4.11 Any breach of confidence
- 4.12 Any breach of the Lifesaving Rules
- 4.13 Any failure to investigate an alleged breach of the Sentinel Scheme Rules for an Individual they currently sponsor or sponsored at the time of the alleged breach. (This also applies where investigations are undertaken, but are deemed inadequate at Formal Review)
- 4.14 Any allegation of a breach of the Sentinel Scheme Rules which is found to be false and is proven to have been made with malicious intent
- 4.15 Any other event that brings the Sentinel Scheme into disrepute.

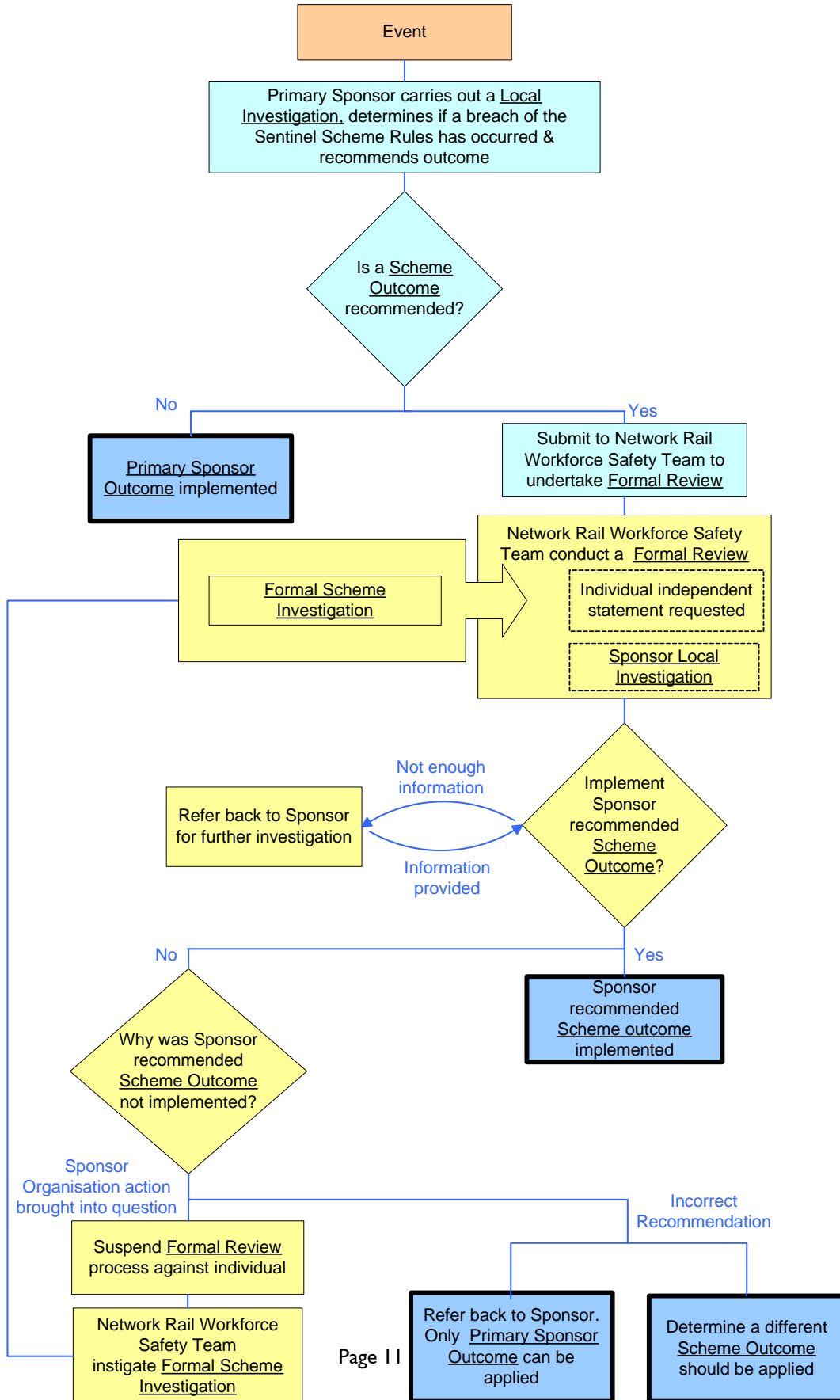
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### Outcome Guidelines

Event	Primary Sponsor Outcome		Scheme Outcome		
	Unintentional Error or System Error <i>Coaching, Mentoring, Re-training, Assessment</i>		Deliberate Violation <i>Take Down, Suspension</i>		
Breach of the drugs and alcohol policy			Single Occurrence Proven by screening		
Conviction related to theft or attempted theft or railway materials			Single Occurrence		
Falsification of Sentinel Card/ False ID			Single Occurrence		
Physical Violence					
Bullying, harassment or discrimination					
Any action of theft, attempted theft, fraud, or falsification of documentation or records			Unknown breach	Following Management Instruction	Multiple occurrence/ Deliberate Breach
Negligence which causes or has the potential to cause loss, damage or injury					
Deliberate Damage to NRMI					
Breach of confidence					
Malicious allegation of breach					
Breach in working hours or double shifting	Unknown breach of working hours (other than double shifts)		Multiple occurrence/Deliberate Breach		
Infringement of Health & Safety rules	Unknown breach		Multiple occurrence/Deliberate Breach		
Breach of Lifesaving Rules					
Failure to investigate alleged rules breach					
Bringing Sentinel Scheme Rules into disrepute					

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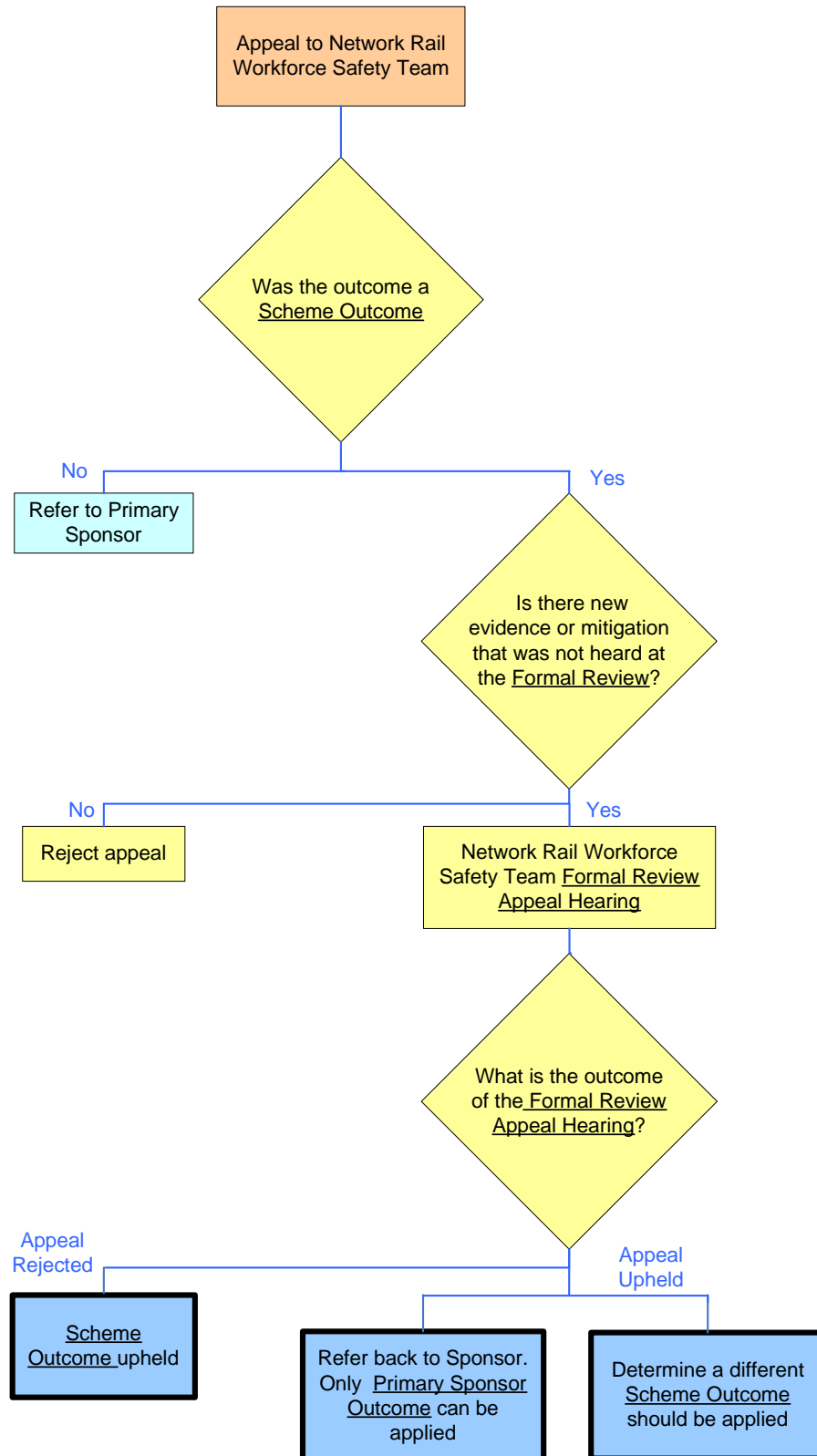
## Primary Sponsor Local Investigation & Formal Review Process



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### Formal Review Appeal process



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### Appendix B Definitions

For the purpose of these Rules the following terms and definitions apply:

**Breach of Sentinel Scheme Rules:** Any act or omission, whether deliberate or accidental that contravenes the Sentinel Scheme Rules.

*NOTE: Examples of breaches are identified within Section 4 of this document. This is not an exhaustive list.*

**Competence Management System:** A documented system to manage competence of Individuals under their Sponsor, including assessments, mentoring and recertification events and outcomes.

**Contract of Sponsorship:** The formal relationship between an Individual and their Primary Sponsor.

*NOTE: While similar in intent to a Contract of Employment, the Contract of Sponsorship relates only to the Sentinel Scheme and does not require or imply direct employment.*

**Fatigue Risk Management System:** A documented system for managing both the hours worked by an Individual, and the tasks being undertaken, as well as other conditions that contribute to fatigue such as shift patterns and travel time to determine a persons fatigue risk and to control that risk.

**Formal Review:** The review undertaken by Network Rail's Workforce Safety Team following notification by a Primary Sponsor that they have conducted a Local Investigation into an alleged Breach of the Sentinel Scheme Rules and recommended a Scheme Outcome.

*NOTE: The Network Rail Workforce Safety Team in conjunction with the Network Rail Training Assurance reviews the Local Investigation report and (unless in exceptional cases) an independent statement, requested from the Individual before determining whether the recommended Scheme Outcome should be implemented.*

**Formal Review Appeal:** An Individual appeal against a Scheme Outcome.

*NOTE: An Appeal can only be brought where there is new evidence or mitigating circumstances that were not presented at the Formal Review. Where such additional evidence or circumstances are presented, the Network Rail Workforce Safety Team will convene a Formal Review Appeal Hearing.*

**Formal Review Appeal Hearing:** A hearing where a panel from the Network Rail Workforce Safety and Network Rail Training Assurance Teams reviews the Scheme Outcome decision made at the Formal Review.

*NOTE: The panel will be independent of those who conducted the Formal Review.*

**Formal Scheme Investigation:** An investigation undertaken by, and at the discretion of, Network Rail's Workforce Safety Team in to an allegation that a Sponsor may have been in breach of the Sentinel Scheme Rules.

**Individual:** A person who holds a Sentinel Smart Card and to whom the Sentinel Scheme Rules apply.

**Just Culture Consequences Model:** Network Rail's consequences model that identifies fair outcomes from an investigation.

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**Lead Investigator:** A person nominated by the investigating organisation having sufficient training and competence in investigation techniques, and who is sufficiently independent from the alleged breach, to conduct a fair and independent investigation.

**Lifesaving Rules:** Rules identified by Network Rail to address the main causes of death and serious injury.

*NOTE: Compliance with the Lifesaving Rules is mandatory for all.*

**Local Investigation:** An investigation into an allegation of a Breach of the Sentinel Scheme Rules undertaken by the Primary Sponsor for the Individual and work involved.

**My Sentinel:** Individual access to the Sentinel Database.

**Material Change Report:** A report created by the Sponsor acquiring another Sponsoring organisation to determine how the sponsorship processes will be merged and the Contracts or Sponsorship transferred or novated.

**NRMI:** Network Rail Managed Infrastructure.

**Network Rail Workforce Safety Team:** An independent team within Network Rail who act as custodians of the Sentinel Scheme Rules.

**Non Trackside Sponsor** A category of membership within the Sentinel Scheme for sponsors who sponsor individuals who do not go trackside and who are not required to hold Personal Track Safety competence

**Primary sponsor:** The organisation that is accountable for maintaining the sponsorship arrangements with the Individual, and for their continued competence and fitness for work, through a Contract of Sponsorship.

*NOTE: Only Primary Sponsors are permitted to issue Sentinel Smart Cards or request their withdrawal.*

**Primary Sponsor Outcome:** Action taken by a Primary Sponsor as a result of a breach of the Sentinel Scheme Rules, where a full investigation has been conducted.

**Safety Critical Equipment:** Equipment required to support an Individual's delivery of a safety critical competence, e.g. lookout equipment, marker boards.

*NOTE: This also includes card reading equipment for those who's role requires them to check/verify Sentinel Cards.*

**Scheme Outcome:** A formal action to Take Down an Individual's competence or to impose a Suspension, following recommendation by a Local Investigation, and after a Formal Review.

*NOTE: Where a Scheme Outcome is recommended following a Local Investigation, Network Rail Workforce Safety Team will undertake a Formal Review to determine if the Scheme Outcome can be applied.*

**Sentinel Audit:** An audit of a sponsoring organisation

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**Sentinel Management System:** The supporting management system requirements that each Sponsor is required to have in place to demonstrate they are fulfilling their duties as a Sponsor.

**Sentinel Scheme:** The Sentinel Scheme consists of the Sentinel Scheme Rules and the associated Sentinel Scheme Database which maintains records including safety critical details of Individuals and organisations involved in working on NRMI.

*NOTE: Its purpose is to minimise the risk of untrained, unqualified, unsuitable, unfit or un-sponsored personnel accessing and carrying out safety critical work on NRMI. Its members include Individuals, Sponsors, training providers and medical providers.*

**Sentinel Scheme Administrator:** The third party contracted by Network Rail to deliver the Sentinel Scheme, including, management of the Sentinel Scheme Database, call centre operation and Sentinel Smart Card production.

**Sentinel Scheme Database:** The database containing Individuals Sentinel Smart Card information

**Sentinel Scheme Rules:** The rules that govern the Sentinel Scheme that all participants of the Sentinel Scheme must adhere to.

**Sentinel Smart Card:** An identity card issued and controlled through the Sentinel Scheme.

*NOTE: The Sentinel Smart Card can be read electronically to provide safety critical information on an Individual's fitness and competence, including safety critical information. The card will display a photograph of the Individual and a unique Sentinel Scheme reference number for identification purposes. All other information is verified through access to the online Sentinel Scheme Database.*

**Sponsor:** An organisation, approved by Network Rail that establishes an agreement with an individual for work on NRMI.

*NOTE: The Sponsor is the organisation responsible for putting an Individual to work on NRMI and can be a Primary Sponsor or a Sub-Sponsor.*

**Sub-sponsor:** An organisation that, with the permission of the Primary Sponsor, uses an Individual to work on their behalf.

**Suspension:** Removal of an Individual's permission to access NRMI by suspending the Individual on the Sentinel Scheme Database.

**Take-Down:** Removing a competence from an Individual for safety reasons or after a breach of the Sentinel Scheme Rules has been committed.

*NOTE: A number of higher level competencies can be removed, leaving the Individual able to undertake works on NRMI but within a narrower range of responsibility.*

**Trackside Sponsor** A Sponsor who sponsors Individuals who work Trackside and who must hold Personal Track Safety

**Whistle-Blowing:** An anonymous report received through a formal confidential reporting process, such as CIRAS, Speak Out or other method where the reporter's identity is protected.