



SENTINEL SCHEME RULES



TRAFNIDIAETH CYMRU
TRANSPORT FOR WALES



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Sentinel Scheme Rules – Version 5.1 (July 2025)

1. Purpose and scope

- 1.1** The purpose of this document is to detail the Sentinel Scheme Rules and define procedures for compliance to these rules. This document is not designed to detail the operational administration of the scheme.
- 1.2** Network Rail Technical Authority (TA) are the custodians of the Sentinel Scheme Rules and are responsible, in partnership with the organisations listed in **Appendix A** 'Managed Infrastructures', for keeping them up to date and available to the industry, sponsors and individuals.
- 1.3** The rules detailed in this document are mandatory for all parties involved in putting people to work safely on the following Managed Infrastructures (MI) as listed in **Appendix A**.
- 1.4** This document applies to all organisations undertaking the role of sponsor and to all individuals with a current profile in the Sentinel system.
- 1.5** The process for investigating suspected breaches of the Sentinel Scheme Rules.

***NOTE:** This document does not cover the rules associated with the delivery of track safety training and associated competence interventions.*

All activities and roles associated with railway training are detailed within the relevant competence management standards.

This document does not cover the rules associated with medical and drugs and alcohol (D&A) providers as they fall under the Infrastructure Manager (IM) own policies.

***NOTE:** Trainers, Assessors and Drug & Alcohol (D&A) Collection Officers who are required to hold a current profile on the Sentinel system are treated as individuals within the Sentinel Scheme. Training and assessment providers acting as Sponsors are covered by this document.*

2. All Sponsors

2.1. Any Sponsor putting an individual to work on the Managed Infrastructure is responsible for:

- a) Sponsoring the individual either as a Primary Sponsor or Sub-Sponsor
- b) Acting as a Primary Sponsor for a minimum of 30% of their total workforce who have a current profile in the Sentinel system.
- c) Having a process to assure all work are planned and authorised.
- d) Providing at no cost to the individual, all equipment (*approved via the relevant product acceptance process*) a worker needs to undertake their tasks.

***NOTE:** This includes but is not limited to: Marker Boards, Possession Limit Boards, Electrification Isolation Test Equipment and Current Rail Indicator Devices. This also included providing equipment to read/verify Sentinel Cards for individuals who role requires them to check the competences of other staff. For personal protective equipment (PPE) see section 3.2 – Contract of Sponsorship.*

- e) Checking the individual has the competence (*combination of training, skills, experience, behaviours, and knowledge*) to perform their tasks safely.
- f) Only training individuals that they can provide work for in the managed infrastructure.
- g) Maintaining all records associated with any works undertaken by an individual on the managed infrastructure.
- h) Continuing to maintain approval as a Sponsor through the Sentinel Scheme Assurance Arrangements set out in **see Section 5.1**.
- i) Being members of an independent and confidential industry reporting service, have a process in place for receiving and responding to reports provided by the service, and inform all sponsored individuals on how to access the service **in Appendix D**.

2.2. Sponsors shall have processes in place for the procurement, management, transport, calibration, and provision of equipment, and shall have assurance checks in place to assure that only equipment that is calibrated and fit for purpose.

2.3. The Sponsor responsible for putting the individual to work shall liaise with the person responsible for the works (*where different*), in advance of the planned works, so that Safety Critical Equipment needs are clearly identified.

2.4. Sponsors shall maintain a documented register of all Safety Critical Equipment required by their activities. Sponsors shall have a documented equipment register, identifying all equipment currently held by the sponsor (*either owned or hired*), and when it next requires inspection, test, or calibration.

- 2.5. When de-sponsoring an individual, the sponsor shall always notify the individual of the reasons for de-sponsoring and cannot refuse to de-sponsor an individual upon request unless the individual is under investigation for a breach of the Sentinel Scheme Rules, a breach of the Network Rail authorised assurance organisation (e.g., *Rail Training and Assurance Scheme*) rules or the Infrastructure Manager's (IM) Drug & Alcohol Policy.
- 2.6. Sponsors who are also training and/or assessment providers, shall report any breaches of the Sentinel Scheme Rules, including individuals without the required standard of English language.
- 2.7. Where an investigation is being undertaken by the Infrastructure Manager, the sponsor shall fully co-operate with requests to support and deliver the investigation.

3. Primary Sponsors

3.1 Pre-Sponsorship

3.1.1 Primary Sponsors shall have a process in place for undertaking pre-sponsorship checks for all individuals, and following shall be undertaken in advance of the individual undertaking any duties on behalf of the Primary Sponsor (*as a minimum*):

- a) Conduct and document pre-sponsorship checks to determine that the individual is legally eligible to work in the UK and has a good understanding of verbal and written English.
- b) Where a Sponsor requests that an individual attends formal language assessment, this shall be completed through a recognised independent assessment body.

NOTE: To work on the Managed Infrastructure, individuals shall be able to understand instructions delivered, challenge when appropriate and carry out an emergency phone call in English. When an individual has supervisory responsibilities, they shall require a more advanced level of verbal and written English.

- c) Prevent any individual who is currently suspended in the Sentinel system, from undertaking work on the Managed Infrastructure.
- d) Complete a pre-sponsorship drugs and alcohol screening (*testing*) when required, results of which will be entered on the Sentinel Scheme Database by the Approved Service Provider.

NOTE: The Sponsor will not need to complete a pre-sponsorship screening (testing) if the individual's record shows that a screening (testing) has taken place in the last 3 months.

- e) The new Primary Sponsor will confirm the correct competences are valid before allowing an individual to undertake work on Managed Infrastructure.

3.1.2 Following the conclusion of the pre-sponsorship process, the Primary Sponsor will enter into a Contract of Sponsorship with the individual.

3.2 Contract of Sponsorship

- 3.2.1** The Primary Sponsor shall establish a Contract of Sponsorship with each individual they intend to Sponsor.
- 3.2.2** 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, Safety and Welfare. The minimum requirements for a Contract of Sponsorship are covered in **Appendix B**.
- 3.2.3** Primary Sponsors shall provide individuals under their Contract of Sponsorship with:
- a) A Valid Sentinel card (virtual or physical)
 - b) An induction briefing which will include their responsibilities under the Sentinel Scheme Rules
 - c) Personal Protective Equipment (PPE) at not cost to the individual, marked as to identify who an individual is working for when on Managed Infrastructure, and suitable equipment and associated training to be able to use that protective equipment effectively.
 - d) PPE shall comply with the relevant policies and standards of the Infrastructure Manager and the Primary Sponsor, and as required by risk assessment. A process to document the provision and routine check of PPE to ensure it is maintained and fit for purpose shall be in place. The process shall also provide details for the provision of additional or replacement PPE when lost or damaged.
 - e) Timely briefings on changes to standards, Rule Book(s) and Sentinel Scheme Rules; including issue of relevant information such as handbooks and guidance notes. This shall be documented and available on request.
 - f) Training and assessment to maintain competence to undertake their duties at required intervals, including mentoring and support to develop the competence of the individual. Training, assessment, and recertification for all competences recorded on Sentinel and used by the Primary Sponsor, shall be paid for by the Primary Sponsor. An individual can pay for their training if they wish to do so for their own development and it is outside of their sponsor's competence requirements. We agree that a Sub-Sponsor can pay for the training of a competence that a Primary Sponsor does not use.
 - g) A Competence Management System (CMS) in place to identify the training, assessment, and mentoring requirements for the individual, prior to the competence expiry. The CMS shall also record the outcome and completion of any sanctions from the Formal Review Panel.
 - h) Timely provision for training, assessment, and mentoring.
 - i) Advice, guidance and/or instruction on any restrictions based on medication and other medical fitness issues. (*Restrictions will be seen when checking an individual's Sentinel profile*).
- 3.2.4** Primary Sponsors shall keep up to date records of their sponsored individuals in the Sentinel database.

- 3.2.5** Primary Sponsors shall have processes in place for de-sponsoring individuals, that includes providing a reason for de-sponsoring and sending documented communication to the individual to cancel the Contract of Sponsorship.
- 3.2.6** The Primary Sponsor shall provide documented reasons for de-sponsoring (*even if this is at the individual's request*). Records of anyone de-sponsored shall be maintained by the Primary Sponsor and available on request.
- 3.2.7** Where a sponsored individual is de-sponsored, it is the responsibility of the Primary Sponsor to manage the process, including but not limited to the updating and amending of all relevant systems, and communicating the de-sponsorship to all relevant parties.
- 3.2.8** The Primary Sponsor shall act upon individual's request for de-sponsorship within 5 working days unless the individual is under investigation for an alleged breach of the Sentinel Scheme Rules.
- 3.2.9** Where an individual is de-sponsored by a Primary Sponsor, any Sub-Sponsors will receive notification from the Sentinel system that the individual is currently not available for work on Managed Infrastructure, as they do not have a valid Primary Sponsor. A Sub-Sponsor could then elect to become Primary Sponsor for the individual by following the pre-sponsorship process.
- 3.2.10** When a Primary Sponsor enters into the Contract of Sponsorship with an individual, the Primary Sponsor is responsible for:
- a) Managing the risks that could affect the individual's fitness for duty, including but not limited to the risks associated with fatigue through a defined and proactive fatigue risk management system.
 - b) Managing any requests to sub-sponsorship an individual as detailed in the requirements of **3.2.11.b**.

***NOTE:** Sub-sponsors shall notify the Primary Sponsor of working hours, along with any associated risk assessment for exceedances to enable the Primary Sponsor to manage any fatigue risk associated with the Individual.*

- c) Enacting the investigation process where any suspected breach of the Sentinel Scheme Rules becomes apparent. **See Section 6** - Reporting and investigating an alleged breach of the Sentinel Scheme Rules.
- d) Collating information from Sub-Sponsors to enable conclusion of the Investigation.
- e) Maintaining records of investigations and requesting a Formal Review where a Scheme Outcome is recommended.
- f) Agreeing a lead organisation to investigate for any alleged breach of the Sentinel Scheme Rules. **See Section 5** - Reporting and investigating an alleged breach of the Sentinel Scheme Rules
- g) Collating and maintaining all records associated with the Contract of Sponsorship of an individual.
- h) Take Down of competence pending the conclusion of an investigation, where appropriate.

- i) Ensuring a process is in place to comply with the Drug and Alcohol screening (*testing*) process as defined in the Infrastructure Managers requirements.

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

- a) A mechanism for reviewing and then either approving or rejecting the Sub-Sponsor's request via the Sentinel service. Where rejected, a reason for rejection shall be provided.
- b) A documented list of Sub-Sponsors and any associated agreements for sharing of sponsored individuals that are in place between the Sponsors.

3.3 Sub- Sponsors

3.3.1 The Sub-Sponsor shall request permission from the Primary Sponsor to utilise their sponsored individual. The Sub-Sponsor shall receive confirmation this has been approved by the Primary Sponsor before resourcing the individual to work.

3.3.2 The Sub-Sponsor shall confirm the Primary Sponsor for the individual and if the Contract of Sponsorship permits sub-sponsorship.

3.3.3 Where approval is given by the Primary Sponsor, the Sub-Sponsor shall validate the individual's identity.

3.3.4 The Sub-Sponsor is responsible for providing all information to the Primary Sponsor to enable the Primary Sponsor to manage the Health, Safety and Welfare of the individual. This includes, but is not limited to, information on; occupational health issues, working hours, safety incidents and competences.

3.3.5 The Sub-Sponsor shall notify the Primary Sponsor of any alleged breach of the Sentinel Scheme Rules within 14 days (*working days and non-working days inclusive*) of becoming aware of such an allegation and co-operate in collecting information and evidence to enable the Primary Sponsor to investigate.

3.4 Sponsored Individual

3.4.1 Individuals shall have a Primary Sponsor with whom they have a Contract of Sponsorship.

3.4.2 An Individual is permitted to have a maximum of one Primary Sponsor and two Sub-Sponsors, dependent upon the Primary Sponsor granting permissions for sub sponsorship.

3.4.3 The individual shall always carry their Sentinel card (*virtual or physical*) while working on Managed Infrastructure.

- 3.4.4** All individuals shall provide their Sentinel card (*virtual or physical*) for swipe in before they undertake work on the Managed Infrastructure.
- 3.4.5** Individuals are accountable for providing accurate personal information to their Primary Sponsor and keeping it up to date.
- 3.4.6** The individual shall obey the rules of personal accountability as defined in the Health and Safety at Work etc Act 1974 - Section 7: General duties of employees at Work.
- 3.4.7** A sponsored individual has a responsibility to:
- a) Know the identity of their Primary Sponsor.
 - b) Know which Sub-Sponsor they are working for (when they are not working for their Primary Sponsor).
 - c) Provide the name of the Sponsor they are working for when booking into site and having the correct identifiable PPE.
 - d) Notify the Primary Sponsor if they no longer wish to be sponsored by them so that they can be de-sponsored.

***NOTE:** Change of sponsorship and person details can be reviewed online through MySentinel.*

- 3.4.8** Every sponsored individual has a personal responsibility to comply with their Sponsor's Health and Safety rules and Sentinel Scheme Rules including, but not limited to:
- a) No individual shall undertake or attempt to report for duty, if they have worked within the preceding 12 hours (sometimes referred to as double-shifting), unless a risk assessment has been approved by the Primary Sponsor and suitable controls implemented.
 - b) No individual shall exceed the maximum working hours determined by law or by the Managed Infrastructure requirements or the Sponsor, whichever is the shortest.
 - c) Every individual has a responsibility to be fit for work, not fatigued by excessive travel or work, 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 report for duty with the appropriate PPE to enable them to undertake their duties.
 - e) No individual shall undertake a task for which they are not competent, do not have the right equipment, or the relevant information or the knowledge to complete safely.
 - f) Individuals shall act in a safe manner at all times when on the Managed Infrastructure, and report any incident, close call or breach of the Sentinel Scheme Rules.
 - g) Fully supporting all investigations by being open and honest about their involvement or observations.

3.4.9 The following will also be investigated as breaches by sponsors and individuals of the Sentinel Scheme Rules:

- a) Any fraudulent or falsification of documentation or records relating to safe working.
- b) Any illegal activities on Managed Infrastructure.
- c) Any theft or attempted theft of railway materials.
- d) Any event of presenting a falsified or copied Sentinel Card or claiming a false identity for the purposes of trying to gain entry on Managed Infrastructure, undertaking a training/assessment activity, presenting themselves for a medical examination or drug and alcohol test.
- e) Attempting to cheat any assessment for a Sentinel managed competence and/or trying to gain access to an online or paper assessment for a Sentinel managed competence outside of an accredited assessment centre.
- f) The infringement of any health and safety legislation or Managed Infrastructure policies, standards or rules including the Lifesaving Rules.
- g) Any event of negligence which causes, or has the potential to cause loss, damage, or injury.
- h) Any event of physical violence while at work.
- i) Any event of deliberate damage to Managed Infrastructure property.
- j) 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.
- k) Any other event that fails to adhere to the Sentinel Scheme Rules.

4 Reporting and investigating alleged breaches of the Sentinel Scheme Rules

4.1 Reporting and Investigating

4.1.1 Where a Primary Sponsor, Sub-sponsor, or Principal Contractor, identifies a breach of the Sentinel Scheme Rules they shall report this to Sentinel Investigations (*also to the Primary Sponsor if they did not identify the breach*).

4.1.2 The Primary Sponsor shall decide whether a temporary Take Down is required due to the severity of the allegation whilst an investigation is taking place.

4.1.3 Where a temporary Take Down is deemed appropriate, the Primary Sponsor should Take Down the individual's specific competence in the Sentinel database whilst the investigation takes place.

***NOTE:** A temporary Take Down of specific competences shall have a review date of no more than 3 months.*

4.1.4 Sponsors cannot de-sponsor an individual for an alleged breach of the Sentinel Scheme Rules without first conducting, an Investigation and then following the process outlined in **Section 4** and cannot complete the de-sponsorship until the Formal Review Panel confirms the decision.

4.1.5 Alleged breaches of the Sentinel Scheme Rules shall be investigated by the Primary Sponsor or Principal Contractor. The Lead Investigation organisation should be agreed between all parties.

***NOTE:** Network Rail investigation reports will only be accepted in relation to dismissals of Network Rail Employees*

***NOTE:** Where an individual has no primary sponsor and Sentinel Investigations is notified of a breach of the rules, the Sentinel Investigations team can complete the investigation.*

- 4.1.6** If a Sub-Sponsor had deployed an individual to work at the time of the alleged breach, they shall assist in collating information and supporting the investigation where applicable.
- 4.1.7** All Sponsors shall share information about individuals, relating to a safety issue or an alleged breach of the Sentinel Scheme Rules with the Sentinel Scheme Custodian.
- 4.1.8** Primary Sponsors shall have an investigation process in place that will enable investigation of any alleged breach of the Sentinel Scheme Rules involving an individual for which they are the Primary Sponsor.
- 4.1.9** The investigation process shall be conducted by a suitably competent person who is independent of those involved in the incident.
- 4.1.10** The investigation process shall follow a Fair Culture Process to be able to review system and management decisions that may be relevant to an alleged breach.
- 4.1.11** The investigation report as a minimum, shall contain:
 - a) Full name, sentinel numbers
 - b) Role in the incident
 - c) Summary of incident
 - d) Timeline of events
 - e) Recommended outcome
 - f) Fair Culture outcome
 - g) Appendix – Statements from the individuals
- 4.1.12** Following completion of the investigation, the Lead Investigation organisation shall make recommendations regarding the individual(s) found to be involved.
- 4.1.13** If the investigation identifies a breach of the Sentinel Scheme Rules did occur, the lead organisation shall refer the incident to the Sentinel Scheme Custodian (*via Sentinel Investigation Inbox*) for it to be reviewed by the Formal Review Panel.

***NOTE:** The decision as to whether to apply a Scheme Outcome is taken by the Formal Review Panel.*

4.2 Formal Review Panel

- 4.2.1** The Sentinel Scheme Rules custodian is responsible for making sure all Sentinel Formal Review Panels take in place in compliance with the Terms of Reference.

NOTE: where alleged breaches of the Sentinel Scheme Rules are investigated by outside parties, for example British Transport Police and Rail Training Accreditation Scheme (RTAS), their conclusion or findings can be used as evidence in the Formal Review Panel process.

- 4.2.2** Infrastructure Managers shall notify the Sentinel Scheme Custodian of any Sponsored Individual dismisses from their organisation who has breached the Sentinel Scheme Rules.
- 4.2.3** Following review of the investigation report and any supporting evidence by the Formal Review Panel, the Primary Sponsor will be notified of the outcome within 30 days.
- 4.2.4** The formal Review Panel reserve the right to request additional information from the investigating party to inform the panel decision.
- 4.2.5** If the individual does not have a Primary Sponsor, the outcome letter shall be sent to the individuals home address.
- 4.2.6** The Primary Sponsor shall notify the individual(s) involved in the incident of the Formal Review Panel's decision in writing and their right to appeal against these outcomes.

4.3 Formal Review Appeals

- 4.3.1** Appeals will only be considered if received within 30 days from the date on the scheme outcome letter where substantive new information or mitigating circumstances, that were not available at the Formal Review stage are submitted.
- 4.3.2** The Formal Review Appeal Panel shall be made up of senior managers representing the relevant Infrastructure Manager(s). These individuals will be independent of the Formal Review panel.
- 4.3.3** If invited to a Formal Review Appeal Panel the individual is allowed to be accompanied by one person.
- 4.3.4** All appeals will be fully completed within 60 days of application.

4.4 Sponsor Investigations

4.4.1 Where a breach of the Sentinel Scheme Rules by a Sponsor is alleged or suspected, Sentinel Sponsor Investigations shall conduct an investigation and determine the appropriate outcome.

NOTE: The Sponsor may be asked to assist or conduct the investigation.

4.4.2 Following the conclusion of the investigation, Sentinel Sponsor Investigations will advise the Sponsor in writing of the outcome of the investigation.

4.4.3 Where a breach of the rules identifies significant risk to the safe running of the operational railway, Sentinel Sponsor Investigations may choose to freeze the Sponsor until such time they are satisfied there is no risk to passengers, staff or the Managed Infrastructure or, if they are found to be an ongoing risk, until their ability to provide sponsorship is removed permanently.

5 Scheme Assurance Arrangements

5.1 Supplier Assurance

5.1.1 For an organisation to be approved as a Sponsor, they shall initially register with the approved Supplier Assurance Provider (*e.g., Network Rail, Transport for London, Transport for Wales*).

5.1.2 All Sponsors will need to demonstrate they have a management system in place that has documented processes for the key management system requirements required to be a Sponsor.

5.1.3 Sponsor organisations can apply to be trackside or non-trackside level sponsors. The level dictates the competences that can be held by individuals they sponsor and therefore the environments the individuals can work in supported by evidence of application:

- a) **Non-Trackside:** Individuals sponsored by a non-trackside Sponsor cannot work in the live trackside environment. The live trackside environment is:
- Network Rail and/or TfW: When you are on or near the line as defined in the Rule Book
 - TFL, LUL: When you are on or near the track as defined in the London Underground Rule Book whilst trains or engineer's vehicles are running and/or traction current is switched on.

NOTE: When working in Engineering Hours on London Underground track locations you shall be protected by an individual licenced to protect track workers in Engineering Hours.

- b) **Trackside:** Individuals sponsored by a Trackside Sponsor can hold the relevant competences for entering the live trackside environment, e.g.:
- Personal Track Safety and above (*Network Rail*)
 - Basic Track Awareness and above (*TfW, LUL, DLR*)

- 5.1.4** Trackside Sponsors shall pass the Sentinel audit module and shall be subject to an annual audit of their management system to assure that the organisation has documented processes for the key management system requirements required to be a Trackside Sponsor.
- 5.1.5** Non-Trackside sponsors shall be subject to a random management system audit to demonstrate that the organisation has documented processes for the key management system requirements required to be a non-Trackside Sponsor.
- 5.1.6** Depending on the nature of the Sponsor's activities, individual Infrastructure Managers may have additional assurance requirements, these will be specified on a case-by-case basis.

5.2 Single Sponsor ID for multiple companies within the same group

- 5.2.1** Where a number of organisations within one group all use the same sponsored workforce and the same sponsorship management system processes, they can complete one Sentinel Audit, and will only have one Sentinel sponsorship ID across the group of companies.
- 5.2.2** Where a company intends to provide single Sentinel sponsorship for multiple companies within a group, the name of all the relevant companies shall be identified with an approved Supplier Assurance Provider in advance.
- 5.2.3** The approved Supplier Assurance Provider audit shall then be undertaken at both the head office responsible for the sponsorship process and at satellite offices operating the sponsorship processes in practice. This is to confirm that the sponsorship processes are sufficiently embedded to operate consistently and effectively across the group.

NOTE: If anyone part of the organisation under the same company ID fails an approved Supplier Assurance Provider audit then this would lead to all the companies in that group losing their Sentinel access until such time as that part of the company passes it audit.

5.3 Novation of Sponsorship

- 5.3.1** Where a company is acquired by another company or group, the approved Supplier Assurance Provider and the Sentinel Scheme Administrator shall both be notified in advance of the acquisition.
- 5.3.2** A Material Change Report shall be prepared by the acquiring organisation to determine how the sponsorship processes will be merged and the Contracts or Sponsorship transferred or novated. This shall cover both changes in the Sentinel Scheme Database and how changes will be subsequently applied.
- 5.3.3** This Material Change Report shall be reviewed and considered by Network Rail and the relevant Infrastructure Manager(s) which, if satisfied with the proposals, will then enable the transfer of staff in the Sentinel Database. Acceptance of the Material Change Report may be subject to an assurance audit (with potential costs) within three months of the novation to check that the measures outlined within the report have been adequately implemented.

5.4 Novation of Sponsorship Verification of Sentinel Scheme Rules

- 5.4.1** Network Rail and the relevant Infrastructure Manager(s) reserve the right to audit the Sentinel Scheme Administrators or your Sentinel representative for the purpose of ensuring proper application of the Sentinel Scheme Rules.
- 5.4.2** Network Rail Functional Audit team will audit Network Rail's application of the Sentinel Scheme Rules every 2 years to monitor compliance. Results of audits, along with an annual review of performance will be made available to all Sponsors so that the transparency of the Sentinel Scheme is maintained.

Appendix A

Definitions

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

Confidential Incident Reporting & Analysis Service (CIRAS): Confidential Incident Reporting & Analysis Service (CIRAS): is the transport industry's confidential health and safety hotline. CIRAS listens to health and safety concerns in confidence to protect the identity of the reporter whilst enabling companies to investigate, take action, and provide a response to the reporter.

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.

Fair Culture Model: Network Rail's consequences model that identifies fair outcomes from an investigation or alternative in place by the supply chain. Where the Infrastructure Manager identifies an alternative model to be used it shall correlate with the Network Rail model to provide a comparable outcome.

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 person's fatigue risk and to control that risk.

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

Infrastructure Manager: Parties involved in outing people to work safely on the Railway Infrastructure which includes but is not limited to Docklands Light Railway, London Underground, London Overground, Transport for London, Transport for Wales, and Network Rail Managed Infrastructure

Lifesaving Rules: Rules developed by the rail industry to address the main causes of death and serious injury.

Managed Infrastructure (MI): (Managed Infrastructure for both Network Rail and Transport for London). Parties involved in putting people to work safely on the Railway Infrastructure which includes Network Rail managed infrastructure, Docklands Light Railway, London Underground, London Overground, Rail for London (Elizabeth Line) and Network Rail Managed Infrastructure.

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.

Rail Training Assurance Scheme (RTAS): The RTAS Rules are designed to regulate the delivery of rail training and associated competences by Network Rail – to companies and individuals who conduct work on the Network Rail Managed Infrastructure (NRMI).

Reporting Service: A service that allows for the reporting of safety concerns, incidents, or unsafe practices confidentially.

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

Sentinel Scheme Custodian: Network Rail's Technical Authority are the custodians of the Sentinel Scheme Rules and are responsible for keeping the rules up to date and available to the industry, Sponsors and sponsored individuals.

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 Sponsor Investigations: As of this edition of the Sentinel Scheme Rules, this team is hosted by Network Rail.

Swipe In: The process for a sponsored individual to have their Sentinel record checked and validity confirmed by the COSS/person in charge to check their competences before allowing them access to the Managed Infrastructure.

Take Down: Removing the validity of a competence on the Sentinel system so that when the card is swiped it is no longer showing. This would be applied pending the outcome of a Sentinel Scheme Rules breach investigation into the application of that competence.

A number of higher-level competences can also be removed, allowing the individual to still work on the Managed Infrastructure but within a narrower range of responsibility. Depending on the investigation outcome the competence can be Taken Down pending re-training.

Appendix B

- Define the contractual relationship between the Primary Sponsor and individual (i.e. directly employed/self- employed, sub-contractor) and whether Sub-Sponsors are permitted.
- 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.
- Communicate the responsibilities of the individual and the Primary Sponsor in relation to compliance with the Sentinel Scheme Rules.
- Ensure the provision of suitable PPE.
- Define the process for and commitment to the provision of regular briefings, Standards, Rule Book updates, information on policies and procedures relevant to their role and Sentinel Scheme Rule updates. **See section 3.2.3**
- Make provision for training, assessment and mentoring at required intervals and where necessary, make provision to develop the individual.
- Conduct an annual review of the individual's continued suitability to work on the Managed Infrastructure taking into account behaviours and performance of safety critical duties and identify development requirements.
- Make provision for Safety Critical Equipment to enable the Individual to undertake their competences trackside in accordance with **Section 3.2.3**
- Make the provision for personal issue information such as handbooks and standards at no cost to the individual, relevant to the individuals' role.
- Explain how the Sponsor will provide advice, guidance or instruction on any restrictions based on medication and other medical fitness issues.
- Require the Individual to notify the Primary Sponsor of any changes in circumstance including health or personal issues that may need the Primary Sponsor to take action to manage the Individual's continued fitness for work trackside.
- Make the Individual aware of ability to check their own competences by methods currently available.
- Detail how an individual may request de-sponsorship.

Appendix C

List of Contacts

Below is a list of key Sentinel contacts:

MySentinel <https://mysentinel.me/Account/LogOn/?ReturnUrl=/>

Sentinel Investigations – SentinelInvestigations@networkrail.co.uk

Sponsor Investigations – SponsorInvestigations@networkrail.co.uk

CIRAS – 0800 4101101

Speakout (Network Rail) – 0808 143 0100

Modern Slavery Helpline

There are a number of indicators of trafficking and forced labour. Not all of the indicators will apply in every case, and some may not be immediately apparent.

You can learn how to Spot the Signs at this website. You can read about the Helpline on its website at: www.modernslaveryhelpline.org.

If you suspect you or another worker are a victim of modern slavery, you can call the free confidential Modern Slavery Helpline for advice and to report any problems on 08000 121 720

Appendix D

Section 2 of the Sentinel Scheme Rules requires Sponsors to be a member of an independent confidential industry reporting service. In order to meet the requirements of the Sentinel Scheme Rules, any such service shall meet the following criteria:

Be independent (the operation of the reporting services independent of the subscribing company's management structure).

Be confidential (the identity of the individual raising the concern is always protected).

Have defined processes subject to external assessment.

Have staff and management with:

- Appropriate communication skills with experienced interview techniques; and
- Sufficient knowledge of the rail industry structure to be able to direct reports to the appropriate owners.

Have the ability to interpret and analyse data to exploit the opportunities of shared learning and safety intelligence.

Communicate reports and responses to help facilitate improvements to both culture and safety conditions

Represent good value for money.

Have a means of escalating poor or non-responses to reports.

Have the ability to deal with concerns that cross company boundaries or require cooperation between multiple companies to reach a resolution.

For suppliers working on Network Rail Managed Infrastructure (NRMI) the Confidential Incident Reporting & Analysis Service (CIRAS) will be the service used.

Where a Sponsor wishes to use a confidential industry reporting service other than CIRAS, the Sentinel Scheme Custodian must first be contacted to assess the alternative provider's suitability against the criteria above.

Only those alternative providers approved by the custodian will be deemed to meet the requirements of the Sentinel Scheme Rules.