
 <b>Jan De Nul</b> G R O U P		FORM
	<b>QHSSE RULES FOR SUBCONTRACTORS - INTERNATIONAL SITES</b>	JDN.SF.04.05.A.e REVISION 03

## 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 “Subcontractor” in relation to the work activities or services that have been agreed, and which are a part of the legal agreement between Jan De Nul Group and the Principal.
- 1.2 A subcontractor is a party that, as specified in a subcontractor agreement, performs a part of the scope of work specified in the main contract between Jan De Nul Group and the Principal.
- 1.3 The Quality, Health, Safety, Security & Environment (QHSSE) rules for Subcontractors as specified below apply to all work activities and services performed by the Subcontractor, including all outsourced work activities and services, in relation to the legal agreement between Jan De Nul Group and the Subcontractor.
- 1.4 The QHSSE rules for Subcontractors as specified below apply to all work activities and services performed by the Subcontractor, including all outsourced work activities and services on:
  - All premises owned, rented or chartered by the Principal;
  - Jan De Nul Group premises (whether owned, rented or chartered) such as constructions sites, vessels, temporary storage areas, containers, etc.;
  - All Subcontractor premises (whether owned, rented or chartered), such as yards, workshops, etc., including all areas where personnel working for or on behalf of Jan De Nul Group carry out working activities, including access and travel areas to the work site.
- 1.5 It is the Subcontractor’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 Subcontractor shall be responsible for the coordination of all QHSSE matters for the whole of the activities performed, including all outsourced work or services, without compromising the QHSSE Rules for Subcontractors 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 Subcontractor employees include all personnel that carry out work of any kind for or on behalf of the subcontractor. This includes but may not be limited to subcontractors of the subcontractors, 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 Subcontractor shall be fully responsible for compliance with all relevant local, national and international laws, regulations, standards or codes of practice and the QHSSE Rules for Subcontractors outlined in this document. The subcontractor may apply more strict measures. In case Principal’s QHSSE requirements differ from the Jan De Nul Group standards, Subcontractor shall comply with whatever is the strictest. In the event that the Subcontractor, including any of its employees or Subcontractor’s personnel fail to comply with any obligation outlined in these QHSSE Rules for Subcontractors 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 Subcontractor during such an event shall be at the cost of the Subcontractor.
- 2.3 The Subcontractor commits himself to submit a method statement Quality and HSE Plan, including risk assessment of the work prior to conducting the works where requested by Jan De Nul Group. The method statement, Quality and HSE plan shall be reviewed by Jan De Nul Group within reasonable timeframe. The works are not allowed to start until these deliverables have been approved by Jan De Nul Group. Any delay sustained shall not be at the expense of Jan De Nul Group. The Subcontractor 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. The deliverables of the subcontractor shall have a document number, date and revision number on the front page.
- 2.4 On request of Jan De Nul Group and if available, the subcontractor shall present the latest certification against QHSSE standards, such as ISO 9001, ISO 14001, ISO 45001.
- 2.5 The Subcontractor organises and commits himself to communicate the hazards and controls to the employees accessing the site. The Subcontractor shall keep records of this communication and make them available to Jan De Nul Group upon request.
- 2.6 Each Subcontractor must appoint a HSE representative who is present during the activities at the site, as per local requirements.

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- 2.7 The subcontractor 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 of the communication on the introduction.
- 2.8 The Subcontractor commits himself to organise periodical meetings related to the work activities, or be present at such meetings organised by Jan De Nul Group, if any.
- 2.9 The Subcontractor shall undertake regular audits and QHSSE inspections of the work location and services they or their subcontractors are performing and shall record their findings. Such audit and inspection reports will be provided to Jan De Nul Group on request. Without prejudice to any further regulations of the Contract, the Subcontractor and any of his Sub-suppliers/sub Subcontractor/Suppliers shall allow free access at all times for Jan De Nul Group and the Principal. This access includes all places or premises necessary or convenient for the purpose of monitoring, inspecting, expediting, performing quality and HSE assurance audits and surveillance as well as pursuing any other matter relating to the performance of their functions under this specification.
- 2.10 Jan De Nul Group remains the right to request an Inspection and Test plans (ITP) for planned inspection and test activities (e.g. if the Scope includes fabrication or some field activities: installation, diving, maintenance, etc.). This requirement is not applicable in case of line-produced items, where standard production quality control system is supposed to be active. ITP's shall systematically list quality control activities relating to the works and shall cover the full Scope. The works are not allowed to start until the ITP('s) have been approved by Jan De Nul Group.
- 2.11 Where non-conforming products, processes or services have been identified by the Subcontractor, they shall be notified to Jan De Nul Group verbally as soon as it is identified and reported in written. Any delay consequently sustained for the scope of the Subcontractor during such an event shall be at the cost of the Subcontractor. 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 Subcontractor shall encourage employees to execute the Stop & Rethink authority when necessary. This authority is valid for all employees of the Subcontractors and Jan De Nul Group, irrespective of rank or position.

### **Use of applications/software**

- 2.13 When requested, the Subcontractor 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. Traceability records will be part of the final As-built documentation.

### **Alcohol and Drug Policy**


- 2.15 The Subcontractor shall ensure that all its employees and representatives performing work at the site are not under influence nor in the possession of drugs or alcohol. The Subcontractor 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 request, or 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 Subcontractor 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 Jan De Nul Group's Principals on social media. For example, do not post pictures or other information about incidents on social media.

### **Facilities**

- 2.18 The employees of the Subcontractor 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 Subcontractor's expense.
- 2.20 The Subcontractor 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

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Subcontractor for this purpose. In case it has been agreed that Jan De Nul Group provides these facilities, the Subcontractor is to ensure their maintenance.

- 2.21 The use of Jan De Nul Group equipment at the premises by Subcontractors is forbidden, except when mutually agreed upon in writing.
- 2.22 The Subcontractor must ensure that the workplace has suitable and sufficient lighting for the work activities carried out by the Subcontractor.
- 2.23 The Subcontractor 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 Subcontractor is working within the above-defined premises, the subcontractor must leave its working area clean, tidy and free of waste on a daily basis when the Subcontractor leaves the premises until the services are completed. The Subcontractor shall coordinate 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 Subcontractor expense if the latter fails to do so.
- 2.26 The Subcontractor needs to inform Jan De Nul Group in case Waste (Hazardous and Non-Hazardous) is generated during the performance of its services. In case the disposal of Hazardous Waste is part of the Subcontractor'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 Subcontractor shall ensure that smoking is only done in designated areas.

### **QHSSE Reporting**

- 2.33 Jan De Nul Group reserves the right to request reporting of QHSSE statistics in a predefined template. All reported statistics are required to be justifiable by recorded evidence. Subcontractor shall submit the records of all reported statistics upon request.


## **QHSSE REQUIREMENTS FOR SUBCONTRACTORS**

### **Risk Management**

- 3.1 The Subcontractor is responsible to manage the risks related to their work activities. The Subcontractor 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 Subcontractor has implemented risk management tools to identify and communicate hazard and controls on both project and job level for all the work activities.
- 3.3a The Subcontractor shall organise HSSE Workshops (HIRA/HAZID/HAZOP/...) for each of its planned activities, granted the work is being performed under their own HSSE management system. HSSE workshops shall be organised within a timeframe as agreed with the Jan De Nul Group Project Management Team. Jan De Nul Group's project representatives shall be invited to attend these workshops. All actions defined in this workshop shall be closed before starting the works.

### **Permit to work**

- 3.4 Jan De Nul Group has identified a number of jobs, which are identified as potentially posing serious hazards. Although the Subcontractor is responsible for the implementation of QHSSE at the site, when planning to conduct such jobs,

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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 are 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 Subcontractor ensures that all personnel working for or on behalf of the Subcontractor 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 Subcontractor 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 (STCW/GWO/BOSIET), Medical Fitness Certificate, Welding certification, etc.

3.6 All site personnel will be inducted through Jan De Nul Group site induction. Awareness of QHSSE focus points and requirements will be promoted through toolbox meetings and quality, health, safety or environmental reminders.

On worksites fully controlled by the Subcontractor, the Subcontractor shall ensure to organise a site induction for all site personnel prior to engaging in any work activities. Jan De Nul Group reserves the right to add mandatory content to Subcontractor's induction program.

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

### Emergency Procedures

3.8 The Subcontractor must ensure that all their personnel are familiarised with the emergency procedures, and that sufficient first aiders, first aid equipment, rescue equipment, fire fighters, fire extinguishers are available.

3.9 The Subcontractor shall have arrangements in place with medical facilities and emergency services such as ambulances and fire brigades, unless it has been mutually agreed that Jan De Nul Group's arrangement (partially or entirely) will be shared.


3.10 The Subcontractor 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 Subcontractor shall inform Jan De Nul Group about every accident, incident or damage within the scope of his activities at the premises 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 Subcontractor in due time. The Subcontractor remains responsible for further follow up of the investigation.

To summarize, the following reporting windows apply:

- Immediate verbal notification to the Jan De Nul Group Representative on site.
- Written report following any incident (including near misses) within 24 hours.

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- Investigation/close-out report within 7 days. In case more than 7 days are required for close-out due to the nature of the incident, updates to the investigation report shall be submitted every week until close-out.

3.12 Where legally or contractually requested, The Subcontractor shall provide Jan De Nul Group a copy of all reports made to government agencies or insurance companies relating to any worksite accident, injury or incident during Subcontractor's performance at the contracted work.

### Security

3.13 The Subcontractor shall seek and obtain approval by Jan De Nul Group to access Jan De Nul Group premises prior to commencement of work. The Subcontractor 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 Subcontractor 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 requested.

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

3.16 The Subcontractor 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 Subcontractor shall have a 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 Subcontractor, the Subcontractor 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;
- WLL (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 its scope, Subcontractor 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 Extinguisher is nearby the work location;
- 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 Oxygen / 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, Subcontractor 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, Subcontractor 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 its scope, Subcontractor 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.
- Each scaffold as of 2 metres high is fitted with railings, intermediate railings and kickboards. The work floor must join tightly, this means that there are no dangerous gaps between the boards, and the railing must be sufficiently solid considering the loads;
- 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 Subcontractor. 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 Subcontractor.
- 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 subcontractor.
- At the request of JDN, the necessary training certificates for working on, (dis)assembling, adapting and releasing scaffolds can be submitted. It is the subcontractor'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 its scope, the Subcontractor 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 by the Subcontractor, the Subcontractors shall ensure that:

- All hazardous substances provided, supplied, or used on behalf of the Subcontractor at the site shall be labelled according to the prevailing legislation. The use of flammable, toxic or other dangerous products 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. The absence of such container shall either be reported to Jan De Nul Group or in case it is part of its scope, such container shall be provided by the Subcontractor;
- If works are carried out during which damaging or irritating vapours/ gases are released, 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 Subcontractor. The Subcontractor may be asked to provide certification.

### Bunkering

3.25 If Bunkering is part of its scope, the Subcontractors shall ensure that:

- No bunkering takes place without approval from Jan De Nul Group;
- Joint bunkering samples shall be taken;
- Spill equipment is available.

### Working Alone

3.26 If the personnel of the Subcontractor need to work alone, Subcontractors shall ensure that:

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

### Vehicles and Heavy Equipment

3.27 Subcontractors shall ensure that its vehicles and heavy equipment comply with the site specific requirements. This may include, but may not be limited to:

- Seat belt for driver and all passengers;
- Rotating flashing beacon;
- Audible reversing alarm;
- UHF radio.

### Traffic

3.28 Subcontractors 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.


### Vessel Management

3.29 Any vessel(s) deployed by Subcontractors shall comply with relevant Flag State rules and regulations and shall comply with IMO and ILO conventions (for example SOLAS, MARPOL, MLC). This shall be substantiated with valid certificates for vessel and (anchoring-, crane-, lifting-, lifesaving-, firefighting-, etc.) equipment. Certificates shall be valid until 1 month after end of the works, at a minimum.

3.30 Jan De Nul Group reserves the right to perform a pre-mobilisation audit of all vessels deployed by Subcontractor.

3.31 Vessels deployed by Subcontractors on offshore projects shall have a third party vessel audit report (CMID/OVID/MISW) not older than 12 months, proving that the vessel, crew and equipment comply with all above rules and regulations, and are 'fit for purpose' and 'safe to use'. In those instances where it is not clear to the subcontractor what is considered to be "an offshore project" and in order to be compliant with this clause when applicable, the Subcontractor should revert to Jan De Nul Group for clarification.



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### **Personnel Marine Transfer**

3.32 If organising personnel marine transfer is part of its scope, the Subcontractor shall ensure that:

- All equipment used for transfers (gangway, ladders, transfer baskets,...) are compliant the relevant legislation, in good condition and certified as required;
- Subcontractor's personnel is made aware of the right to refuse a transfer;
- Upon request of Jan De Nul Group, Subcontractors engaging in personnel marine transfers, shall issue a dedicated, project-specific (risk assessed) Personnel Transfer Method Statement, subject to Jan De Nul Group's review and acceptance.