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| **Health and safety arrangements - Part 1 :**  **General regulations for all sites (BE) and all works involving third parties** |

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# Purpose

Barco NV places great importance on health and safety in the workplace. Through this procedure, Barco wants to ensure its compliance with EU legislation and the Act of 4 August 1996 on the welfare of employees in the performance of their work (Belgian Official Gazette of 18.9.1996). In particular, Barco wants to use this procedure to guarantee workers’ health and safety during works involving third parties.

This document brings together the general health and safety arrangements to be complied with in Barco in the performance of all works by third parties engaged by Barco and/or at Barco sites.

Please read these arrangements carefully and discuss them with those of your employees who will be performing the works. Any comments or suggestions can be sent to our Internal Occupational Health & Safety Department by e-mail at [EHS.be@barco.com](mailto:EHS.be@barco.com).

**The exchange of information about, among others, mutual risks and the establishment of arrangements for suitable prevention measures are crucial to ensuring that the ideal cooperation between Barco NV and you, as the third-party contractor/consultant, can be achieved, and the works can be performed safely at all times.**

**These health and safety arrangements, which are specific to Barco,** form an indivisible part of the order form. The requirements specified below form part of the terms & conditions of procurement.

Failure to comply with these requirements may result in the unilateral termination of the contract.  
Anyone who fails to comply with these arrangements may be refused access to Barco sites. Anyone who fails to comply with these arrangements may be refused access to sites where Barco NV acts as the contractor.

# Sanctions for failure to comply with these health and safety arrangements

In the event of serious negligence, Barco may remove the person(s) concerned or even deny access to all employees of the third-party contractor concerned and/or discontinue the cooperation with the third-party contractor concerned. Barco shall not be liable for the payment of compensation to the third-party contractor concerned in the event of removal on the grounds of breaches of health and safety and environmental legislation.

In the event of urgent or imminent danger, the works will be closed down at the expense of the defaulting party, with no right of appeal. Where this is the case, Barco may also put in place corrective measures itself at the expense of the third-party contractor.

In the event of danger that is not urgent or imminent, or if the third party fails to put in place the appropriate measures within the time limit set, Barco itself may put in place corrective measures at the expense of the third-party contractor. Should this be the case, the defaulting party must be sent written notice of default.

# Consultation of the latest version

If you undertake works at a Barco site under a contract, as a self-employed worker or as a company using employees/subcontractors, you must consult the latest version of these "Health and safety arrangements” available at [http://suppliers.barco.com](http://suppliers.barco.com/) **before the works commence** and instruct your employees/subcontractors accordingly.  
Please complete in full and sign **every part of the "Health and safety arrangements"** that applies to your contract, before returning them to the following address, accompanied by your Safety, Health and Environment Plan:

Barco NV  
Attn: Internal Occupational Health & Safety Department  
Beneluxpark 21

B-8500 Kortrijk

# Field of application

## Scope

These arrangements apply to everyone who comes to Barco to perform works on a Barco place of work, whether on site or off site:

- building contractors/contractors or their subcontractors  
 and their employees;

- self-employed workers;

- consultants;

- temporary agency workers;

- young people and trainee workers.

The procedure applies in all Barco Kortrijk Campus sites.

## Not applicable

This document does not apply to:

* occasional visitors;
* guided tours;
* "third parties" who do not undertake any works, who are then deemed to be visitors.

This does not mean, however, that these persons are not required to comply with the general safety rules.

## Compulsory duties and activities

All health and safety arrangements set out in this document and the associated documents (see Chapter 6) must be applied at all times.

## Prohibited duties and activities

Engaging the services of subcontractors where there are grounds for suspecting that they do not comply with the legislation or if their unsafe working practices have already been experienced.  
To prevent you engaging the services of subcontractors excluded by Barco in the past, you must first ask for the prior consent of the Instructing Party, which will consult the register of excluded building contractors.

# Definitions and abbreviations used

## Definitions

1. **Instructing Party**: Barco NV
2. **Facility**: workplace or site which falls under the responsibility of Barco NV.
3. **Third-party** **contractor**: one of the following categories:
   * **a** **building** **contractor**, a contractor, a company or self-employed worker which/who comes to the Instructing Party's facility to undertake work;
   * **a subcontractor** of one of the above which comes to the Instructing Party's facility to undertake work;
   * a **consultancy firm** which hires out consultants to the Instructing Party who come to the facility of the Instructing Party, which in this case acts as a user company, to undertake work;
   * **a temporary employment agency** which hires out temporary agency workers to the Instructing Party for work to be undertaken at the facility of the Instructing Party, which in this case acts as the user company.
4. **Third-party employee**: one of the following categories:
   * an **employee of the building contractor** or subcontractor who comes to the Instructing Party's facility to undertake work;
   * a **consultant** who comes to the facility of the Instructing Party, in this case acting as the user company, to undertake work which is not, by definition, **physical work**;
   * **temporary agency workers** who come to the facility of the Instructing Party, which is, in this case, acting as the user company, to undertake work;
   * **trainee workers** who come to the Instructing Party's facility to undertake work;
   * **students** who come to the Instructing Party's facility to undertake work.
5. **Kortrijk Campus**: KUU - KOR (The Circle, The Pulse, The Lab, The Engine) - KND 5.

## Abbreviations



# Associated documents

|  |  |  |  |
| --- | --- | --- | --- |
| Nature | Document | Version | Title |
| Procedure | EHS-PR-2031 | AB | Procedure - Works involving Third Parties |
| Procedure | EHS-PR-2033 | AA | Health and safety arrangements - Part 2a: site-specific risks & prevention measures - KUU |
| Procedure | EHS-PR-2034 | AB | Health and safety arrangements - Part 2b: site-specific risks & prevention measures - KOR |
| Procedure | EHS-PR-2036 | AA | Health and safety arrangements - Part 2d: site-specific risks & prevention measures - KND 5 |
| Procedure | EHS-PR-2038 | AB | Health and safety arrangements - Part 3: specific risks & prevention measures relating to building contractors/contractors |
| Procedure | EHS-PR-2040 | AB | Health and safety arrangements - Part 5: specific risks & prevention measures relating to young people and trainee workers |
| Procedure | EHS-PR-2041 | AB | Veiligheidsafspraken deel 6: specific risks & prevention measures relating to temporary agency workers |
| Procedure | EHS-PR-2007 | AE | First aid and emergency care |
| Instruction | EHS-IN-2034 | 2 | Personal protective equipment |
| Instruction | EHS-IN-2057 | 1 | What to do in the event of an accident |
| Instruction | EHS-IN-2059 | 1 | What to do in the event of fire or other emergency situation |
| Instruction | EHS-IN-2065 | 2 | Introductory brochure: general safety instructions |
| Instruction | EHS-IN-2066 | 1 | Unauthorised persons are prohibited from entering the construction site |
| Instruction | EHS-IN-2068 | 1 | Prevention toolbox: temporary and mobile construction sites/ Introductory information for building contractors |
| Instruction | EHS-IN-2069 | TBD | Prevention toolbox: Introductory information for consultants |
| Instruction | EHS-IN-2070 | TBD | Prevention toolbox: Introductory information for young people and trainee workers |
| Instruction | EHS-IN-2071 | TBD | Prevention toolbox: Introductory information for temporary agency workers |
| Instruction | EHS-IN-2072 | AA | Toolbox: Working safely with ladders |
| Job sheet | EHS-JS-2000 | 0 | Workstation job sheet |
| Checklist | EHS-FO-2064 | AB | Risk assessment before works involving third parties commence (LMRA) |
| Works permit | EHS-FO-2065 | TBD | Hot work permit |
| Works permit | EHS-FO-2066 | TBD | Roof work permit |
| Works permit | EHS-FO-2067 | TBD | Electrical work permit |
| Works permit | EHS-FO-2068 | TBD | Confined spaces work permit |
| Works permit | EHS-FO-2069 | TBD | Explosive (Ex) areas work permit |
| Formalities | EHS-FO-2070 | 1 | Letter of Intent - Safety Coordination - Temporary & mobile construction sites |

# Exchange of information

Cooperation with external companies (including self-employed workers) is governed by the provisions of the Act on Welfare in the Workplace of 4 August 1996 (Arts 8 to 12).

## Duties of the Barco Project Manager

* + - 1. Barco NV only works with safe companies and reserves the right to remove third-party contractors if they suspect or determine that they employ unsafe working practices.
      2. The Project Manager must ensure that third-party contractors comply with their health and safety obligations in the performance of their work.

The Project Manager shall exclude third-party contractors if he determines that they do not comply with the statutory provisions or with these health and safety arrangements.

* + - 1. The Barco Project Manager shall discuss the following information with the third-party contractor before the works commence:
* General information about Barco NV and the site where the works will be performed, see Parts 2a to 2e.
* Specific data with regard to the risks to the health and safety of the employees and protection and prevention measures, including but not limited to:
  + the storage of hazardous materials;
  + site traffic plan;
  + compulsory use of collective protective equipment;
  + compulsory wearing of personal protective equipment.
* Measures with regard to first aid, fire fighting, emergency procedures and evacuation.
  + - 1. The Project Manager must check whether third-party contractor employees have actually been given the instructions and the appropriate training. If this is not the case, Barco NV reserves the right to refuse to grant these employees access to the site.
      2. The Project Manager must organise the introductory briefing session for third-party contractor employees. This is compulsory for each third-party contractor employee. The Project Manager must conserve proof of this in the project file.
      3. The Project Manager must ensure coordination and cooperation between third parties (building contractors and subcontractors) in the performance of their work. The requisite meetings or discussions must be scheduled to this end. All third-party contractors are required to cooperate in this.
      4. The Project Manager must inform the Barco employees concerned about the dangers that may be brought about by the third-party works.
      5. The Project Manager must test the Barco Safety, Health and Environment Plan against that of the third-party contractor.
      6. The Project Manager must retain a copy of the E101 forms and other documents required in a project file.
      7. The Project Manager must obtain NATO clearance if required.
      8. If it relates to temporary or mobile sites, the Project Manager must appoint an external Safety Coordinator, who will draw up a Safety, Health and Environment Plan for the construction site.
      9. The Project Manager must hold all LMRAs relating to the works in a project file.



## The third-party contractor’s obligations

1. They must read the latest version of these "Health and safety arrangements" at [http://suppliers.barco.com](http://suppliers.barco.com/) **before the works commence** and instruct their employees/subcontractors accordingly.
2. The third-party contractor must **comply with all safety rules**, namely: :
   * the **statutory provisions** on the welfare of employees in the performance of their work, and ensure that they are complied with by their subcontractors;
   * the rules laid down by Barco in this document and all associated documents.
3. The third-party contractor must **inform** **its employees and any subcontractors** about the instructions, risks and arrangements with Barco.
4. The third-party contractor is responsible for **translating these instructions** to his employees where necessary. Monitoring of the arrangements made may/will be undertaken by a Barco employee.
5. The third-party contractor must **comply with the contract**. If this is not the case, Barco will serve notice of default on the third-party contractor. Barco reserves the right to put in place immediate measures itself. The cost of these will, however, be recovered from the third-party contractor.
6. The third-party contractor must **provide** to Barco the requisite **information** about the risks specific to the contractor’s work. This information must be as detailed as possible and be provided at least 10 working days before the works commence.
7. The third-party contractor must **lend its assistance to the coordination** and collaboration efforts.
8. The third-party contractor must **complete in full and sign** all the checklists appended to this form and return them to the following address before the works commence:

Barco NV  
Interne Dienst voor Preventie & Bescherming op het Werk  
(Internal Occupational Health & Safety Department)  
Kennedypark 35  
B-8500 Kortrijk

1. The third-party contractor must check his Safety, Health and Environment Plan against those produced by Barco NV or, where appropriate, those produced for the temporary or mobile site.
2. The third-party contractor must draw up a LMRA before the commencement of each sub-task and provide a copy to the Barco Project Manager.



## **Obligations of the third-party's employees**

Third-party employees, temporary agency workers, young people, trainee workers, and anyone else who comes to Barco to undertake work must **take due care of their own health and safety and that of others** by complying with the following rules.

* + - 1. They must use machines, equipment, tools, hazardous materials, means of transport and the like in the correct way.
      2. They must use personal protection equipment provided to them in the correct manner, and must store them and maintain them in the correct way after they have been used.
      3. They must not switch off, change or remove safety features on machines, installations, equipment, tools, etc. They must use them in the correct way.
      4. They must inform their immediate supervisor, or the Barco contact person and the Barco Internal Occupational Health & Safety Department, immediately of any work situation which they suspect could constitute a danger for health and safety.
      5. They must contribute to prevention policy within Barco. They must comply with the obligations laid down as regards the welfare of employees in the performance of their work.
      6. Employees must perform an LMRA before each sub-task. They must put in place the necessary prevention measures before proceeding with each sub-task.
      7. They must provide assistance to their immediate supervisors or their Instructing Party where necessary to ensure that the working environment and the working conditions in their working area are safe and do not constitute a health and safety risk.
      8. Employees must not use any violence, bullying or sexual harassment in the workplace. Any form of discrimination is prohibited.
      9. Only employees/self-employed workers who are mentally and physically capable may perform the works requested. If necessary, they must have completed successfully the training required in this regard.
      10. Child labour is prohibited.
      11. Spending the night at the construction site is prohibited.

# Access to the company

## Access to the company by third-party staff

* Only persons required to perform the tasks specified in the contract or the order are allowed access to the company. With regard to subcontracted works, reference should be made to the list in Part 3 of the Health and safety arrangements (Point 7.3).
* These persons must **report** to reception and to the Instructing Party (or its representative) **each day**. If the works and/or deliveries are to take place outside normal working hours, prior arrangements must be put in place with the Instructing Party.
* Employees of third parties must attend the **introductory briefing session** organised by the Barco Project Manager. The following toolbox documents should be used to this end: EHS-IN-2068, EHS-IN-2069, EHS-IN-2070 and EHS-IN-2071.
* The works must be performed by the third parties at the **designated workplace**. Access to other buildings or facilities is prohibited without prior consent.



* Bringing video recording and other image capturing equipment into the company is formally prohibited. Taking photos or videos (including using a mobile phone) requires express approval.
* The employees of third parties may not disclose any information about Barco facilities, products, processes and the like to third parties.
* All information relating to the contract awarded, such as plans, memoranda, etc., shall remain the property of Barco and may not be copied or communicated without permission.
* All communications between the Instructing Party and the building contractor shall take place in Dutch or English.
* Employees coming from abroad:
  + Within the EEA, employees from another EU country must have an E101 form. This form must also be provided to the Barco Project Manager at least 48 hours before the works commence.
  + Employees must have a work permit for the country where they are working.
  + For works to be performed in Belgium, there is specific legislation on registration (LIMOSA – [www.limosa.be](http://www.limosa.be/)).
* If it wishes to use the services of subcontractors, temporary agency workers, job placement students or trainee workers, the third-party contractor must apply to the Barco Internal Occupational Health & Safety Department for approval. The Internal Occupational Health & Safety Department will reach its decision on whether or not to grant its approval based on the risks generated by performance of the works and by the persons concerned. Young people under the age of 18 must be specifically reported, in particular in relation to prohibited activities. Young people under the age of 18 are prohibited from performing hazardous activities, including working with chemical agents, at heights, with asbestos, with high voltages, etc. (This list is not exhaustive.) See [www.werk.belgië.be](http://www.werk.belgië.be/) (search term: student work) for the full list of prohibited work activities.
* NATO clearance: for certain (parts of) sites, security clearance is needed before works can commence.

## Vehicle access to company premises

* Private cars must always be parked in the staff car park (therefore outside the fencing).
* Parking on parking spaces intended for visitors is not permitted.  
  Parking spaces for specific users (e.g. the disabled) must be respected.
* Delivery vans may only park inside the fencing with the express permission of Barco NV and provided that this is necessary for work; they may only be parked at predetermined locations.
* Building-site sheds and containers may only be placed on company premises with the express permission of Barco NV, and provided this is necessary for work and they do not create an obstruction or danger.
* No vehicles may be placed in front of an access or exit route or the entrance or exit from a building. Passageways for staff, pedestrian zones and accesses for first-aiders must be respected.
* Barco shall not be liable for any damage to or theft of vehicles, building-site sheds or containers.
* Any damage to property or goods belonging to Barco NV shall be recovered from the person liable.
* The site traffic plan applies to all Barco premises, both within and outside the buildings.
* Barco NV reserves the right to have all vehicles, trailers and/or building-site sheds on the company's premises inspected for theft prevention purposes.

## Identification of persons on Barco premises

* All Barco employees, temporary agency workers, trainee workers and job placement students must use their individual badges with a photo and these must be worn visibly at all times. They must clock in and clock out using their badges each time they enter or leave the site.
* The employees of third-parties who are undertaking longer term works will receive a 'contractor badge' after completion of the introductory briefing session organised by the Barco Project Manager. They too must wear their badges visibly. They must clock in and clock out using their badges each time they enter or leave the site. first time, they must report to the visitors' reception desk.
* All other visitors must report to the visitors' reception desk and receive a visitor's badge (sticker), which must be worn visibly. They must be accompanied at all times by a Barco employee, whose name will be given on the visitor's badge.
* Truck drivers who are only loading and unloading :

trucks making deliveries and shipments must be registered with the ports.

## Site traffic on Barco premises

* On all Barco premises and for all establishments, there is a maximum speed limit for forklift trucks of 5 km/h.
* On all Barco premises and for all establishments there is a maximum speed limit for other motorised traffic of 20 km/h.
* The traffic and traffic priority rules of general application apply on Barco premises. Traffic signs on the premises must be complied with at all times.
* Efforts are made to separate pedestrian and motorised traffic. Consequently, there are, among others, zones reserved for pedestrians in the warehouses. These can be recognised by the yellow or white lines and footprints painted on the ground. Nothing may be stacked in these zones. Passageways must remain free of all goods at all times.
  + No forklift trucks



* + No pedestrians



* Emergency accesses and exits must never be blocked.
* One-way traffic on roadways must also be respected.
  + No motorized traffic



* + One-way traffic



# Introductory briefing session in Barco

The introductory briefing session for third-party employees will be organised by a competent member of Barco's supervisory staff (= Project Manager). During the introductory briefing session, this person must check that the employees have received the requisite information, training and instructions.

All third-party employees must have received a Barco introductory briefing session before the works can commence. This session must contain concise information on the risks and the prevention measures that apply within Barco.

# General rules of conduct

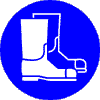
## Use of Barco sanitary facilities

* The toilets, washbasins, showers, etc., may be used by third-party employees, provided that they abide by the hygiene rules and leave these areas clean and tidy.
* The cloakrooms are reserved for Barco's own employees and temporary agency workers.

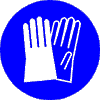
## Work clothing & compulsory PPE



* In the workplaces and warehouses, the appropriate work clothes and safety shoes must be used and the areas marked as EPA zones must be respected (extra protection measures to be taken).
* In manufacturing areas and warehouses, the following personal protective equipment (PPE) is required (also see instruction EHS-IN-2034, to be consulted on the shop floor):



* + **Shoes protecting against electrostatic discharge** in accordance with EHS-PR-2011;



* + **gloves**, depending on the tasks, as specified in EHS-IN-2035;
  + protective goggles, depending on the tasks, as specified in EHS-IN-2036.
* The following measures are compulsory for work involving moving parts (indicative list):
  + loose-fitting and inadequately fastened clothing is prohibited;
  + long hair is prohibited;
  + loose hanging jewellery is prohibited;
  + wearing of gloves.

## Use of the restaurants

* Eating on the workplace is prohibited. The use of the social spaces or the staff restaurant is compulsory.
* The use of the social spaces or the staff restaurant is only permitted provided the employees of the third-party contractors abide by the hygiene rules and leave these areas clean and tidy. Should this not be the case, the third-party contractor itself must provide building-site huts.

## Use of alcoholic drinks, drugs and certain medication

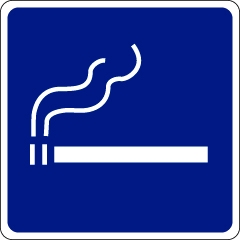
* The use and possession of alcohol and drugs in the facility is prohibited. Persons in possession of these items will be denied access to the company.
* Persons suspected of being under the influence, whether due to drink, drugs or the misuse of medication, may be denied access. This also applies to persons who use substances that cause reduced consciousness.

## Smoking ban

* Barco is a **non-smoking company**. Smoking is prohibited inside the company buildings and on company grounds. Smoking is also prohibited in the toilets and the staff restaurant.



* Smoking is permitted only in a **number of specifically designated smoking areas** indicated by a blue pictogram. Cigarette butts must be deposited in the ashtrays in these areas. Smoking on Barco premises is permitted only at these locations.  
  A list of these areas is specified for each site on the plan in parts 2a to 2e of the Health and safety arrangements.



* Smoking anywhere else on the company premises is strictly prohibited. Anyone who smokes outside these areas may be given a friendly warning by anyone else who finds this person smoking. If this is repeated, the person concerned may be denied access to the company.

## Workplace order and cleanliness (5S)

* Third-party materials and equipment must be placed so that they do not constitute any danger or obstruction whatsoever. Likewise exits, access to auxiliary materials, electricity distribution boards and passageways must be kept free at all times.



* At the end of each day, the building contractor must ensure that the space in which it is working is left clean and tidy. It must also remove waste (unless otherwise agreed = selective sorting placed in the intended containers). If the space is not left clean and in order, the Instructing Party may have the workplace tidied up at the expense of the third-party contractor, subject to written notification.
* Safety equipment (e.g. emergency exits, fire hoses and fire extinguishing equipment) must never be blocked.

## The use of transmission equipment

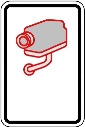
* The use of unlicensed transmission equipment is prohibited. The Internal Occupational Health & Safety Department must provide information on this matter.
* The use of transmission equipment that may be required to perform the works must be notified in advance to the Internal Occupational Health & Safety Department.

## Theft and vandalism

* Barco NV disclaims all liability for goods which it has not expressly agreed to keep under surveillance.
* Persons who are caught committing theft or intentional damage to goods, equipment, facilities and buildings that are the property of Barco, or another person, shall immediately be denied access to the company. They shall be held legally liable by Barco for the damage caused.
* Removing Barco property is prohibited, even if it is waste or scrap.

## Camera surveillance and access control

* Barco NV hereby indicates that the company is equipped with cameras (general protection) and access control. The image and access-times logs may be examined by Barco NV at any time.



* In the event of irregularities, they may also serve as irrefutable proof in respect of the third-party contractor.

# Emergency situations and procedures

## Reporting of emergency situations

* Each accident or incident (= near-accident) must always be reported without delay to the Instructing Party. An accident report must be drawn up and provided to the Instructing Party's Internal Occupational Health & Safety Department.
* If first aid or emergency care is required, the emergency number 66 can be called from any landline telephone. In the case of fire, dial emergency number 44.
* The use of emergency telephones or emergency numbers for other purposes is prohibited.
* If the third-party contractor fails to take the initiative of conducting an accident investigation, the Instructing Party shall take the initiative, through its competent external occupational health and safety department (IDEWE VZW – External Occupational Health & Safety Department), of issuing instructions for the accident to be investigated. The related costs shall be recovered from the employer (contractor, building contractor or subcontractor) of the employee has been the victim of the accident.

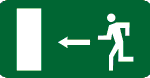
## First aid in case of an accident

* See EHS-IN-2057.
* If there is an accident, call 66.
* Any of the contractor's employees who sustain an injury, no matter how minor, must allow themselves to be treated by the Instructing Party’s occupational first aider. If necessary, the first aider will call in the external emergency services.



## Emergency evacuation

* In the event of emergencies, dial 44.
* See EHS-IN-2059.
* If the evacuation alarm sounds, the employees of the contractor, building contractor or subcontractor must follow the guidelines for evacuation. This means that they must comply with the instructions given by the Barco evacuation officers and over the intercom.



* Evacuation may be necessary for various reasons: fire, ammonia alarm from neighbouring properties, a bomb alert, release of gas, etc.
* Alarms: there are two signals:
  + - An alert signal (sounds like a school bell);
      * there is an incident in the area where you are;
      * remain calm and prepare for evacuation;
      * close windows and doors;
      * switch off all operational machinery.
    - The signal for **evacuation** is a **continuous alarm**. In this case, leave the building calmly and then assemble on the car park (see part 2).

The alarms are tested on the first Thursday of each month.

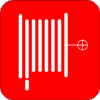
* On evacuation, the employees of the contractor, building contractor or subcontractor must put in place the measures that are absolutely necessary before leaving the site, such as switching off the motors of hazardous machines, closing doors and windows, etc.
* The actual evacuation plans can be found in the Safety, Health and Environment Plan in part 2 of these Health and safety arrangements.

## Fire prevention

* Evacuation routes must always be usable (no obstacles, etc.) and be clearly signposted. Safety equipment (e.g. emergency lighting, water pressure hydrants, emergency power, fire detection devices, fire compartment, etc.) may never be deactivated. If it is necessary to disconnect or deactivate equipment (in full or in part), the consent of the Internal Occupational Health & Safety Department is required. Equipment will be deactivated by the Instructing Party's facilities management unit.



* Small extinguishing media, such as fire extinguishers, may never be removed.
* In the case of fire, the instructions set out in 'What to do in the event of a fire' (EHS-IN-2059) must be followed.
* A hot work permit is required for works involving a risk of fire.
* The third-party contractor must ensure that its employees know which automatic extinguishing systems (e.g. inert gases, sprinklers) they may encounter, what the risks are and the measures to be taken. Access to and works in rooms with an automatic extinguishing system are permitted with the consent of the facilities management unit.
* Fire-hose reels may only be used for fire fighting purposes. They are easily recognisable because they are painted in red. Water may only be drawn from regular mains water taps.



* Rooms are monitored by smoke detectors. A hot work permit must be applied for where the works may cause dust particles or smoke. This is to prevent false alarms.



# Requirements, procedures and measures to be put in place before and during the works

## General requirements to be met before the works commence

* A **risk assessment** must **always be conducted** in conjunction with the Barco Project Manager or contact person **before the works commence**. If necessary, the latter will ask for the cooperation of the Barco Internal Occupational Health & Safety Department.
* If appropriate, the model in **EHS-FO-2064** (LMRA) can be used for the risk assessment.
* Because the works and the work contributed must be undertaken under the best possible conditions, the third-party contractor is required to do the following, in consultation with the Instructing Party and if necessary the representatives of other departments (Facilities Management; Project Management; Environment, Health and Safety, etc.):
  + to appoint an official representative with a command of Dutch of English;
  + to ensure that this official representative is present on the workplace so that he/she can monitor and check compliance with the working procedure and the safety measures;
  + to undertake the preparations for the work to start;
  + to provide the Safety, Health and Environment Plan to the Safety Coordinator/Project Manager (if appropriate);
  + to establish the measures to be put in place to ensure safety (based on the Instructing Party's Safety, Health and Environment Plan).

## General requirements to be met in the performance of the works

* All the measures discussed between the contractor, the building contractor, the subcontractor, the Safety Coordinator, Project Manager and Instructing Party in advance (prior to the works commencing) must be implemented before the works can start.
* Any unsafe situation which arises during the performance of the works must be reported immediately to the Barco Internal Occupational Health & Safety Department.
* The third-party contractor must inform the Instructing Party of the completion of the works so that the latter can:
  + as certain whether the workspace has been left in a safe and orderly state;
  + inform the Internal Occupational Health & Safety Department immediately of any risks remaining after performance of the works and take any safety measures required.

## Use of work equipment and of personal and collective protection equipment

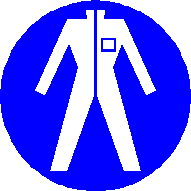
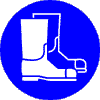
* No machines, equipment or other work equipment which do not belong to the third-party contractor may be used unless they have been approved in writing.



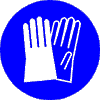
* The use of the Instructing Party's protection equipment is prohibited.
* All work equipment and personal and collective protective equipment are clearly identified so that there can be no disputing its ownership. This inventory can be requested from the Internal Occupational Health & Safety Department at any time.



* The third-party contractor must therefore ensure that its employees have appropriate and suitable material and equipment to perform their tasks and have both collective and personal protective equipment.



* The Instructing Party (or its representative) may conduct checks to ensure that work equipment, collective and personal protective equipment used are in a good state (including CE marking, EC declarations of conformity and regular inspections) and/or that the contractor's employees are trained and have the required information to be able to use it properly. In the event of any breach, the works may be stopped immediately, without the third-party contractor having any recourse.



* The third-party contractor shall ensure that its employees use the protective equipment they have been provided with for the performance of the works.

## Hot work permit

* A hot work permit is required for work involving the use of open fires or naked flames, or the application of heat. A hot work permit is used to prevent the danger of a fire or explosion that can arise with works involving the use of open fires or naked flames, or the application of heat (welding, flame cutting, soldering, stripping, burning off paint or varnish, grinding of metal, etc.).



* A hot work permit is also used for other work which may also trigger an alarm (water in a smoke detector, hot air welding of linoleum, etc.).
* A hot work permit must be requested from the Barco Project Manager or contact person as and when it is needed before the works commence.
* The permit is valid during the time spans specified in the document (no earlier than 8 a.m. and running until 4 p.m. - until 3 p.m. on Fridays). Permits are issued only on working days and during daytime hours and never at weekends or on non-working days.
* The works shall be stopped immediately in the event of any failure to comply with the measures set out in the hot work permit or of performance of the works without a hot work permit, and the person(s) concerned shall also be denied further access.

## Other works permits

The following activities will also require permits before the works commence:

* work at height (including roofs, heights > 2 m);
* electrical work (including high voltage installations);
* work in confined spaces;
* work in explosive areas;
* work with certain chemical products (e.g. solvent-based varnish).

All work permits must be requested from the Barco Project Manager or contact person as and when needed before the works commence.

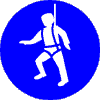
All work permits are valid for a maximum of 1 day (from 8 a.m. to 4 p.m. - until 3 p.m. on Fridays) and they can be extended day by day if necessary. Permits are issued only on working days and during daytime hours and never at weekends or on non-working days.

The works shall be stopped immediately in the event of any failure to comply with the measures set out in the permit or of performance of the works without a permit, and the person(s) concerned shall also be denied further access.

## Work at height

### General

With work at heights, the third-party contractor must take the measures necessary to ensure that these works can be performed safely and with a view to preventing not just the fall of employees but also the fall of items. Young people and trainee workers are prohibited from work at height.  
The third-party contractor must conduct adequate monitoring to ensure that these measures are applied correctly by the third-party employees.



### Ladders

* + All ladders used must comply with the statutory provisions.
  + Ladders must be inspected regularly by a competent person.
  + Employees must check the state of the ladder each time it is used. Ladders which are not in perfect order may not be used under any circumstances. See EHS-IN-2072 in this regard.
  + All employees - the company's own employees and those of third parties - must follow the general safety instructions for the use of ladders at all times: see EHS-IN-2072 in this regard.

### Use of scaffolding

* + No scaffolding shall be made available to third parties by the Instructing Party.
  + Scaffolding used by third-party contractors must comply with the statutory provisions.
  + The scaffolding must be built, used, regularly inspected and removed in accordance with the prevailing legislation. Scaffolding without a valid scaffolding card may not be used.
  + Movable scaffolding must be safeguarded from unwanted movements. No-one may be on the scaffolding when it is moved.

### Use of aerial platforms

* + In principle, all third-party contractors must provide their own aerial platforms. Barco's aerial platform may only be used in exceptional cases, following express written consent and instruction provided by the Instructing Party.
  + Before they can be used, aerial platforms must have a valid inspection certificate issued by a licensed technical inspection body.
  + Employees using aerial platforms must be able to provide a valid certificate of medical fitness (safety function) and a certificate proving that they have followed the requisite training. Copies must be shown to the Internal Occupational Health & Safety Department on request.
  + A safety harness is required as personal protective equipment for all staff in the roll cage. The safety harness must be secured in accordance with the instructions of the aerial-platform manufacturer.

### Use of safety belts and harnesses

* + Safety harnesses must be worn for all work involving a danger of a fall from a height (from 2 m) and no adequate collective protection measures can be taken.
  + Safety harnesses must be accompanied by a valid inspection certificate from the last regular inspection issued by a body licensed to conduct technical inspections.
  + The use of a safety belt is not allowed.

## Roof work

Access to roofs (both technical roofs within the building and the roofs of the buildings themselves) is only permitted in the following cases:

* prior permission of the facilities management unit has been obtained;
* a works permit has been issued;
* the maximum load is respected;
* the necessary collective protection equipment is put in place to prevent people and items from falling from heights;
* all persons accessing roofs must first undergo an appropriate health check identical to that for a safety function.

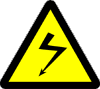
Roof access is also prohibited:

* for people with a pace-maker;
* for persons at risk of losing consciousness or persons deemed not to be suitable for this work based on a health check;
* persons with a fear of heights;
* in the event of frost or slipperiness due to rain;
* for unauthorised persons;
* if no collective protection equipment is put in place to prevent people and items from falling from heights;
* if no works permit has been issued.

## Electrical work

### General

Work on electrical installations is prohibited except for authorised persons (BA5). The Instructing Party's Installations Manager determines whether persons are authorised. All works must be undertaken in consultation with the Instructing Party's Works Manager.



### Work on low-voltage installations

* + Work on live electrical installations is prohibited at all times.



* + The deactivated installations must be provided with a warning notice carrying the name of the persons performing the work. There must be a padlock on the cabinet to prevent inadvertent reconnection.
  + Opened boards that are live must not be left unattended.
  + All electrical boards (including site boards) must be accompanied by an inspection certificate, without any infringements or remarks, issued by a licensed technical inspection body, before they can be connected.

### Work on high-voltage installations

* + Access to high-voltage cabinets is prohibited, except for persons authorised by the electricity provider.
  + Work may only be performed on high-voltage installations following clearance by the Instructing Party's Installations Manager and shall be undertaken under the supervision of the Works Manager at all times.

## Work in confined spaces

* Work in confined spaces is prohibited.
* Confined spaces within Barco NV: see Safety, Health and Environment Plans  
  (see part 2).

## Work in explosive atmospheres

* Work in an explosive atmosphere is subject to a works permit.



* Explosive areas within Barco NV are specified in the Safety, Health and Environment Plans (see part 2).

## Health risks as a result of working with chemical substances

* • Various chemical substances are available in the company's workplaces.
* The third-party contractor must check, together with the Barco Project Manager or contact person, what chemical substances are present on the workplace where the contract will be performed, what risks are associated with them (see the Safety Data Sheets - SDSs) and what measures are required to prevent these risks.
* Chemical products in the place where the works are performed must be limited to the quantity required for one day's work.
* All chemical products must be clearly labelled in accordance with the regulations.
* If the third-party contractor itself wants or is obliged to use chemical products in the workplace, the following provision also apply:  
  + The third-party contractor must notify the Barco Project Manager or contact person of the chemical substances it will use before the works commence.  
    It must append all the SDSs for all the chemical substances it will use to the signed document returned.
  + The Barco Project Manager or contact person must put these chemical substances to the Barco Internal Occupational Health & Safety Department for its opinion and approval. They may only be used if they have been given (positive) clearance by the Internal Occupational Health & Safety Department.
  + The Barco Project Manager or contact person must check, together with the contractor, what chemical substances the latter will use in the workplace for the contract awarded, what risks are associated with them (see the SDSs and what measures are required to prevent these risks. They must take into account the views of the Internal Occupational Health & Safety Department.
  + The third-party contractor must ensure that its employees have sufficient information and training, and has the necessary protection equipment to be able to work safely with these chemical substances.
* The works covered by the contract may commence only after all the prevention measures have been put in place to protect the health of the company's employees, third-party contractor’s employees and other third parties.
* The main danger signs for chemical products are shown below.

|  |  |  |
| --- | --- | --- |
| Description | New symbols based on the GHS-CLP (Globally Harmonised System of classification, labelling and packaging) | Old symbols under Directives 67/548/EEC and 1999/45/EC |
| Risk of explosion |  |  |
| Pressurized container |  | *No symbol planned* |
| Flammable |  |  |
| Oxidizing |  |  |

|  |  |  |
| --- | --- | --- |
| Description | New symbols based on the GHS-CLP | Old symbols under Directives 67/548/EEC and 1999/45/EC |
| Long-term health hazard |  | *No symbol planned* |
| Toxic |  |  |
| Harmful |  |  |
| Corrosive |  |  |
| Dangerous for the environment |  |  |

## Use of gas cylinders

* + Gas cylinders must be stored in a vertical position and firmly secured (also during transport).



* + Always check the label on the gas cylinder before use.
  + Cylinders must be kept at a safe distance for any heat source at all times.
  + Cylinders must not be left in the sun.
  + Where possible, a trolley should be used to transport gas cylinders.
  + Grease or oil must always be removed from the gas cylinder connector.
  + Always switch off the gas cylinder, with the security cap over the closure system.
  + Empty cylinders must be removed as soon as possible.
  + At the end of the working day, the hoses and manometers must be loosened and the cylinders must be stored in a safe place (see arrangements with the Instructing Party).
  + The hoses must be regularly inspected. An inspection report for the release valves (< 3 months old and without comments) must be presented.

## Use of forklift trucks and lifting devices

* + In principle, all third-party contractors must provide their own forklift trucks and lifting devices. Barco's aerial platform may only be used in exceptional cases, following express written consent and instruction provided by the Instructing Party.
  + Before they can be used, hoists must have a valid inspection certificate (< 3 months old and without comments) issued by a licensed technical inspection body.
  + Employees using forklift trucks, lifting devices, etc. must be able to present a valid certificate of medical fitness (for safety functions) and a certificate proving that they have taken appropriate training. Copies must be shown to the Internal Occupational Health & Safety Department on request.



* + Keeping forklift trucks and lifting devices under load is prohibited.
  + Raising employees to heights with a forklift truck or lifting device is prohibited; only aerial platforms may be used for this purpose.



* + Transporting people using a forklift truck is prohibited.

## Use of gantry cranes

* The use of the Instructing Party's gantry cranes is prohibited.

## Persons working in isolation

Putting persons to work in isolation is prohibited.

In the case of hazardous work, at least one other person must be present and be within hearing distance and within the field of sight of the person performing the hazardous work.

Hazardous work means:

* + - * all duties that come under the statutory definition of "safety function";
      * work at height;
      * work in confined spaces;
      * work on high-voltage installations;
      * live electrical work;
      * work in explosive areas;
      * working with chemical agents with a risk of loss of consciousness.

In the case of non-hazardous work, suitable alarm systems must be provided to the employee before the work is started. A mobile telephone is not accepted as an alarm system unless it is equipped with a so-called "deadman's function" and there is a back-up organisation in the event of an alarm.

# Environment and waste

* Barco NV endeavours to comply with environmental legislation whenever possible. All third-parties must likewise abide by the prevailing legislation in this area.
* Apart from and in addition to this, third-party contractors must undertake:
  + not to leave any waste in the workplace or on the premises;
  + not to pour into the drain any oils, solvents and other liquid waste covered by environmental protection legislation and regulations;
  + not to burn anything;
  + to notify the Barco Internal Occupational Health & Safety Department if chemical products are spilled. The contractor must put in place the necessary precautions to prevent occasional spills, to mitigate accidental spills of chemical products and have them cleaned up.
  + The Internal Occupational Health & Safety Department and the Environmental Safety Coordinator must be notified in advance of chemical products to be used; the contractor must provide the SDS before the works commence. The Environmental Safety Coordinator may have products which are damaging to the environment removed from the premises.
  + When work is performed on HVAC installations (air conditioning systems or the like), it must be ensured that there are no hazardous gas leaks. The building contractor and subcontractor must put in place the requisite measures to prevent this.
  + No industrial waste may be discharged.
* There is selective waste disposal in all the facilities. Please comply with this.
* Rainwater and household water are discharged into a separate sewerage system.
* In the event that it is established that breaches of the prevailing environmental legislation have occurred on the company’s sites that have been caused by the third-party contractor, building contractor or its subcontractors, Barco NV reserves the right to immediately deny access to the company to those persons who have committed the breaches and to hold the third-party contractor liable for any damage (e.g. fines imposed, clearance or cleanup works, loss to Barco NV and/or injury to persons, etc.).
* As part of the implementation of our ISO 14001 environmental protection system, the third-party contractor must report to the Instructing Party all activities (scheduled or otherwise) which may have an impact on the environment.
* Waste must be disposed of selectively, in accordance with the waste materials procedure.
* Discharging waste into the sewers is strictly prohibited.
* Cleaning brushes in the toilet facilities is strictly prohibited.
* • If chemical agents are accidentally spilled, the Health and Safety Officer, or his replacement, must always be notified immediately (dial 44), after which appropriate measures must be put in place following joint consultation.
* Consult the Internal Environmental Department (dial 2064) in the event of any doubts about the prevailing rules and regulations.

# Psychological and social aspects and inappropriate behaviour

Inappropriate behaviour means bullying, violence, unwelcome sexual behaviour in the workplace, etc.

Barco is required (by law) to hold a register of employees linked to inappropriate behaviour in the workplace. This register must contain the statements made by employees.

These declarations must contain a description of the acts of violence, bullying or unwelcome sexual behaviour in the workplace committed by other persons in the workplace and to which the employee believes he/she was subjected, together with the dates of those acts. The employee's identity is not indicated.

The employer, the competent Health and Safety Officer and the Confidential Adviser have access to this register. The register should follow the model below.

Since the policy is intended to prevent all unwelcome behaviour in the workplace, it is logical that all acts of unwelcome behaviour be registered, irrespective of the capacity of the claimant or the accused.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date | Nature of the acts - violence - bullying - unwelcome sexual  behaviour in the workplace | Description | Capacity of the accused - Employer - Supervisor - Employee - Third-party employee - Temporary agency workers - Trainee worker, student | Capacity of the claimant - Employer - Supervisory - Employee - Third-party employee - Temporary agency workers - Trainee worker, student |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

The register must be made available to the Health and Safety Executive.

Barco must keep the declarations about the acts which are recorded in the register for five years, running from the date on which the employee concerned put the declarations on record.

Working with more and varied types of third parties may prevent unwelcome behaviour in the workplace between the company's own employees and third-party employees, and *vice versa*. Various scenarios are outlined below, each specifying the persons to whom the victims and the other parties involved can turn in the event of inappropriate behaviour in the workplace.

## Who to contact?

Barco employees:

* they should contact either the Barco Confidential Adviser;
* or the Barco Prevention Advisor for Psychosocial Aspects.

Third-party contractor's employees:

* permanent employees: have the option of contacting the Confidential Adviser or the Prevention Advisor for Psychosocial Aspects of either Barco or the third-party contractor (their own employer);
* non-permanent employees: can contact the Confidential Adviser or the Prevention Advisor for Psychosocial Aspects of the third-party contractor (their own employer).
* Trainee workers: can contact Barco's Confidential Adviser or the Prevention Advisor for Psychosocial Aspects.
* Job students/young people: can contact Barco's Confidential Adviser or the Prevention Advisor for Psychosocial Aspects.
* Temporary agency workers: can contact Barco's Confidential Adviser or the Prevention Advisor for Psychosocial Aspects.

## Scenario 1: a Barco employee bullies a third party



## Scenario 2: : a third party bullies a Barco employee



## Scenario 3: a third party engaged by the Employer (a) bullies another third party engaged by the Employer (b)



## Role of the user company and temporary employment agency with regard to temporary work

User company

With regard to temporary agency workers, the user company shall be deemed to be the employer of those workers for the purposes of the provisions of the Act on Welfare in the Workplace and its implementing decrees. This means that if a temporary member of staff is the victim of violence, bullying or unwelcome sexual behaviour in the workplace, the using company must put in place the appropriate measures, as laid down in the legislation on this matter.

Temporary employment agency

It is not for the temporary employment agency to handle complaints when temporary agency workers are the victims of violence, bullying or unwelcome sexual behaviour in the workplace when working for the user company, but it must inform the temporary agency workers of what they must do in the event of such incidents.

This means that the temporary employment agency must explain the provisions of the law to temporary agency workers, provide them with the names of the user company’s Confidential Adviser and the competent Prevention Advisor for Psychosocial Aspects and support them during this period.

# Excluding third-party contractors which employ unsafe working practices

Barco, as the Instructing Party, has a statutory obligation to exclude any third parties if it knows or establishes that they have not complied with the statutory provisions on health and safety.

If a third-party contractor fails to comply with its statutory obligations, Barco is entitled and has a statutory requirement to put in place the requisite measures itself, at the expense of the third-party contractor.

Barco must, in that case, send written notification to the third-party contractor's address. The notification must indicate that the third-party contractor has failed to comply with its statutory requirements or the obligations arising from the contract or both.

The third-party contractor then has two options, to be decided in consultation with the Instructing Party:

1. Barco will first give the third-party contractor the chance to comply with its obligations. Barco shall then regularly monitor its third-party contractor.
2. If the third-party contractor still does not comply with its obligations, Barco will put in place the requisite measures itself at the expense of the third-party contractor.

The penalties in Chapter 2 shall apply in the event of danger that is not urgent or immediate, or if the third party fails to comply with these health and safety arrangements.

# Useful telephone numbers

These numbers can be reached from any landline telephone in Barco provided the prefix "0" is first dialled:



# Appendices

The appended documents (marked with a "**X**") constitute an integral part of these general health and safety arrangements.

## Safety, Health and Environment Plans

The Safety, Health and Environment Plans are contained in the documents below based on the site where the works are to be performed.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Location | Address | Document | Title | Appendix |
| KUU | Noordlaan 5 B-8520 Kuurne | EHS-PR-2033 | Health and safety arrangements - Part 2a: site-specific risks & prevention measures – KUU |  |
| KOR | Beneluxpark 21  B-8500 Kortrijk | EHS-PR-2034 | Health and safety arrangements - Part 2b: site-specific risks & prevention measures –KOR |  |
| KND 5 | Pres. Kennedypark 4  B-8500 Kortrijk | EHS-PR-2036 | Health and safety arrangements - Part 2d: site-specific risks & prevention measures – KND 5 |  |
| Other locations | ... | ... | ... |  |

## Specific health and safety arrangements

Depending on the nature of the third parties concerned, the following supplementary health and safety arrangements apply.

|  |  |  |  |
| --- | --- | --- | --- |
| Nature of the third parties | Document | Title | Appendix |
| Building contractors & contractors | EHS-PR-2038 | Health and safety arrangements - Part 3: specific risks & prevention measures relating to building contractors/contractors |  |
| Young people & trainee workers | EHS-PR-2040 | Health and safety arrangements - Part 5: specific risks & prevention measures relating to young people and trainee workers |  |
| Temporary agency workers | EHS-PR-2041 | Health and safety arrangements - Part 6: specific risks & prevention measures relating to temporary agency workers |  |
| Building contractors & contractors on temporary & mobile construction sites | EHS-FO-2070 | Letter of Intent - Safety Coordination - Temporary & mobile construction sites |  |

## Checklists

The checklists below must be **completed in full and signed**, before being returned to the following address before the works commence:

Barco NV  
Internal Occupational Health & Safety Department  
Beneluxpark 21

B-8500 Kortrijk

|  |  |  |
| --- | --- | --- |
| Document | Title | Appendix |
| EHS-FO-2064 | Risk assessment before works involving third parties commence |  |
|  |  |  |
|  |  |  |
|  |  |  |

# Third-party contractor details

## Company details

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Company name |  | | | | |
| Street |  | | | House no. |  |
| Postal code |  | Town |  | | |
| Telephone number |  | | | | |
| Fax number |  | | | | |
| E-mail |  | | | | |
| Central Companies Database (*Kruispuntbank voor Ondernemingen – KBO*) number |  | | | | |
| Register of Companies number |  | | | | |
| License number |  | | | | |
| VAT number |  | | | | |
| Head of the company |  | | | | |
| Number of employees |  | | | | |

## Certificates

|  |  |  |  |
| --- | --- | --- | --- |
| Type | Yes/No | License valid from | License valid to |
| Contractors' safety checklist |  |  |  |
| BeSaCC |  |  |  |
| Ohsas (Occupational Health and Safety Assessment Series) 18001 |  |  |  |
| ISO 14001 |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Have the staff of the third-party contractor received safety training? YES/NO

If yes, please fill in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| Employee's last name | Employee's first name | Type of training | Date |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## Details of the organisation of workplace accident prevention

|  |  |
| --- | --- |
| Internal Health and Safety Department | Yes/No |
| Number of Health & Safety Officers |  |
| Internal Health and Safety Department tel. no. |  |
| Internal Occupational Health & Safety Department e-mail address |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Last name | First name | Level |
| Internal Health and Safety Officer |  |  |  |
| Internal Health and Safety Officer |  |  |  |
| Internal Health and Safety Officer |  |  |  |
| Internal Health and Safety Officer |  |  |  |
| Internal Health and Safety Officer |  |  |  |
|  |  |  |  |

|  |  |
| --- | --- |
| External Health and Safety Department | Yes/No |
| Name of the External Health and Safety Department |  |

## Occupational accident details

|  |  |
| --- | --- |
| Name of the occupational accidents insurer |  |
| NACE code |  |
| Frequency rate (F)  in the past calendar year |  |
| Actual severity level (Ew)  in the past calendar year |  |
| Overall severity level (Eg)  in the past calendar year |  |
| Number of fatal occupational accidents in the last calendar year |  |
| Number of serious occupational accidents in the last calendar year |  |

**F** (official injury frequency rate) =  
 number of occupational accidents\* x 1,000,000

∑ hours worked\*\*

**Ew** (actual severity level) =  
 number of lost days\*\*\* x 1,000

∑ hours worked\*\*

**Eg** (overall severity level) =  
 number of days (days lost + notional days of incapacity)\*\*\*\* x 1,000

∑ hours worked\*\*

|  |
| --- |
| \* work accidents with at least one lost working day, excluding the day of the accident itself |
| \*\* hours worked, including overtime, excluding temporary agency workers. |
| \*\*\* number of calendar days actually lost, excluding temporary agency workers. |
| \*\*\*\* number of calendar days actually lost + the set number of notional days lost for invalidity laid down in a collective labour agreement |

# Contract between the Instructing Party and the third-party contractor on these health and safety arrangements

**Article 1**

The third-party contractor hereby declares that it has explained to the Instructing Party the way in which the works will be performed and informed the latter of the risks arising from performance of the works.

The third-party contractor hereby declares that it has received sufficient explanations from the Instructing Party about the circumstances in which the contract awarded must be performed and the potential dangers linked thereto, as well as about the precautions which must be taken.

The third-party contractor hereby declares that it has provided to those of its employees who are responsible for implementing the contract the instructions and guidelines necessary to enable them to perform the work safely.

The Instructing Party hereby declares that it has put in place the necessary organisational measures to ensure that all persons coming to the place where this contract is to be performed are sufficiently informed of the work underway and the risks entailed. The Instructing Party hereby also declares that it has put in place the necessary measures to prevent the third-party contractor being disturbed in the performance of the works.

**Article 2**

The third-party contractor shall comply with its obligations with regard to the welfare of employees in the performance of their work that are specific to the facility in which his employees will perform the works, these obligations being laid down in the Act of 4 August 1996 on the welfare of employees in the performance of their work (Belgian Official Gazette of18/9/1996).

In this regard, the third-party contractor shall hold the Instructing Party harmless against all claims by its employees or government bodies.

**Article 3**

The Instructing Party in whose facility the works are performed shall put in place the requisite measures itself, at the risk and expense of the third-party contractor, if the latter fails to comply, or only complies in part, with the provisions of Article 2.

**Article 4**

If the third-party contractor has failed to put in place the necessary measures or only complies with them in part after having been served notice of a breach, the Instructing Party may put in place the requisite measures, at the risk and expense of the third-party contractor, required to ensure the welfare of employees in the performance of their work specific to the facility.

If the Instructing Party has failed to put in place the necessary measures or only complies with them in part after having been served notice of a breach, the third-party contractor may put in place the requisite measures, at the risk and expense of the Instructing Party, required to ensure the welfare of employees in the performance of their work specific to the facility.

**Article 5**

The third-party contractor shall ensure that the Occupational Health & Safety Department for the Instructing Party is informed by the Occupational Health and Safety Department competent for the contractor, immediately after each occupational accident in the Instructing Party's facility. The Instructing Party and the Occupational Health and Safety Department competent for the third-party contractor must conduct an investigation immediately into the work accident in which the company’s own employers were the victim.

In the event of occupational accidents involving temporary agency workers, for whom Barco is the user company, Barco's Occupational Health and Safety Department shall be responsible for the accident investigation.

The third-party contractor shall be responsible for the investigation, and shall bear the costs of any expert appointed by the competent inspectorate, if the accident involves his employees or persons it employs; the Instructing Party shall be responsible for the investigation, and shall bear any costs of any expert appointed by the competent inspectorate, if the accident involves it employees, persons it employs or temporary agency workers.

The Occupational Health and Safety Departments concerned must jointly ensure that, in the event of a major occupational accident, a detailed report is provided to all employers and other persons concerned within ten days of the accident occurring; the report must also be provided to the Health and Safety Executive.

**Article 6**

This contract forms an integral part of the purchase order. This contract is therefore also subject to the provisions of the purchase order.

The parties may terminate the purchase order if either of them fails to comply with their obligations under this contract.

**Article 7**

By their signatures, the Instructing Party and the third-party contractor confirm their mutual agreement to the health and safety arrangements, including all annexes and checklists appended thereto.

By its signature, the third-party contractor confirms having received the health and safety arrangements entitled "Works involving third parties" and that it shall comply with all the provisions contained therein as well as with all statutory provisions on workplace welfare.

By its signature, the third-party contractor hereby also declares that all data provided are accurate and complete.

|  |  |
| --- | --- |
| Representative for the Instructing Party, | Representative for the third-party contractor, |
| Name: | Name: |
| Signature: | Signature: |
| Date: | Date: |

Done at ...................................... on ................................. 20......

in duplicate, with each party acknowledging receipt of an original copy.