

Sentinel Scheme Rules

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Purpose and scope

The purpose of this document is to define the rules and mechanisms for compliance to the Sentinel Scheme together with the consequences of breaching those rules. This document is not designed to detail the core processes associated with the administration of the scheme.

Network Rail Safety, Technical & Engineering (*STE*) are the custodians of the Sentinel Scheme Rules and are responsible for keeping them up to date and available to the industry, Sponsors and Individuals.

The rules outlined in this document are mandatory for all parties involved in putting people to work safely on Network Rail or Transport for London's (*TfL*) Managed Infrastructure (*MI*).

This document applies to all organisations undertaking the role of Sponsor, and to all Individuals holding a valid Sentinel card.

The process for investigating suspected breaches of the Sentinel Scheme Rules and the range of possible outcomes for such breaches if proven are also included.

This document does not cover the rules associated with the delivery of track safety training and associated competence interventions. All activities and roles associated with railway training are detailed within the Railway Training Accreditation Scheme (*RTAS*) Rules.

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

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

Section 1: The Sentinel Scheme Rules

- 1.1 All Individuals must have a Primary Sponsor to be able to use their Sentinel card to access the managed infrastructure (*MI*). Under the scheme an Individual is permitted to have a maximum of one Primary Sponsor and two Sub-Sponsors, dependent upon the Primary Sponsor granting permissions for sub-sponsorship.
- 1.2 All Sponsors must be approved, and shall continue to maintain approval through the Sentinel Scheme Assurance Arrangements set out in [Section 6](#) of this document.
- 1.3 All Sponsors must act as a Primary Sponsor, and must hold primary sponsorship responsibility for a minimum of 30% of their total workforce, measured periodically. [See Section 6.1.](#)
- 1.4 Where an organisation is the Sub-Sponsor of an Individual it has an obligation to update and maintain, all safety related information with the Primary Sponsor. [See Section 2.3.](#)
- 1.5 Individuals are accountable for providing accurate personal information to their Primary Sponsor and for keeping it up to date. Primary Sponsors must also keep up to date records of Individuals in the Sentinel database.
- 1.6 Alleged breaches of the Sentinel Scheme Rules shall be investigated by the Primary Sponsor. The Sub-Sponsor putting an Individual to work at the time of the alleged breach shall assist in collating information and supporting the Primary Sponsors Investigation where applicable. [See Section 5.2.](#)
- 1.7 Where an alleged breach is identified as part of a wider incident investigation, the Primary Sponsor must still instigate the Investigation for each Individual to which the alleged breach of the Sentinel Scheme Rules relate.
- 1.8 Sponsors shall freely share information about Individuals, relating to a safety issue or an alleged breach of the Sentinel Scheme Rules with the Sentinel Scheme Custodian. **See Appendix A**

If the recommended outcome of the Primary Sponsors Investigation is a Scheme Outcome, the Primary Sponsor shall refer the matter to the Sentinel Scheme Custodian via the Sentinel Investigations email address for a Formal Review. The Sentinel Scheme Custodian may request further information from the Sponsor and a statement from the Individual as part of the Formal Review process. **See Appendix D**
- 1.9 Sponsors cannot de-sponsor an Individual for a breach of the Sentinel Scheme Rules without first conducting an Investigation and then following the process outlined above in point 1.8.
- 1.10 Primary Sponsors must always notify the Individual of the reasons for de-sponsoring and cannot refuse to de-sponsor an Individual upon request unless the Individual is under investigation for a breach of the Sentinel Scheme Rules, RTAS Rules or the Network Rail Drug & Alcohol Policy.
- 1.11 The decision as to whether to apply a Scheme Outcome is taken by the Formal Review Panel.

- 1.12 Network Rail will conduct any Formal Review Appeal Hearings where a Scheme Outcome has been applied. The panel conducting the Formal Review Appeal Hearing will be independent from the Formal Review Panel. [See Section 5.2.](#)
- 1.13 A Formal Review Appeal can only be sought by an Individual where there is new evidence or mitigating circumstances that were not presented at the Formal Review.
- 1.14 Where a breach of the Sentinel Scheme Rules by a Sponsor is alleged or suspected, the Network Rail Corporate Investigations Team shall conduct a Formal Scheme investigation on direction of the Formal Review Panel, into this matter and determine the appropriate outcome.
- 1.15 Where as a result of a Formal Scheme Investigation a company director or senior manager is proven to have breached the Sentinel Scheme Rules, and through that investigation shown to have been the governing mind behind decisions related to the breach, the Formal Review Panel will determine the appropriate outcome.
- 1.16 Every Individual has a personal responsibility to comply with health and safety rules including, but not limited to:
- a. No Individual shall undertake or attempt to report for duty, if they have worked on the managed infrastructure within the preceding 12 hours (*sometimes referred to as double-shifting*), unless a risk assessment has been conducted by the Primary Sponsor and suitable controls implemented
 - b. No Individual shall exceed the maximum working hours determined by law or the, managed infrastructure requirements or the Sponsor, whichever is the shortest
 - c. Every Individual has a responsibility to be fit for work, not fatigued by excessive travel or work, and not under the influence of drugs or alcohol. Individuals shall report anything that may affect their ability to work safely including medication, lack of equipment or personal circumstances
 - d. An Individual shall report for duty with the appropriate Personal Protective Equipment (*PPE*) to enable them to undertake their duties
 - e. No Individual shall undertake a task for which they are not competent, do not have the right equipment, or the relevant information or the knowledge to complete safely
 - f. Individuals shall act in a safe manner at all times when on the managed infrastructure, and report any incident, close call or breach of the Sentinel Scheme Rules they are aware of
 - g. Individuals shall always carry their Sentinel card when on managed infrastructure and present their card for checking upon request.
 - h. Where accountable; undertaking 100% verification checks on Sentinel cards before allowing Individuals to start work

Section 2: Roles and Responsibilities

2.1 All Sponsors

The Sponsor putting the Individual to work is responsible for:

- All works must be planned and authorised
- Providing the Safety Critical Equipment required enabling the Individual to undertake the duties they are competent in trackside in accordance with the Sentinel Management System and the Infrastructure Manager's standards. [See Section 3.](#)
- Maintaining all records associated with any works undertaken by an Individual on the managed infrastructure, as is required by the Sentinel Management System. [See Section 3.](#)

2.2 Primary Sponsors

The Primary Sponsor shall establish a Contract of Sponsorship with each Individual they intend to Sponsor.

The Primary Sponsor shall undertake checks of an Individual's eligibility to work on managed infrastructure prior to engaging in a Contract of Sponsorship.

Primary Sponsors shall provide Individuals under their Contract of Sponsorship with:

- a. A valid Sentinel card
- b. An induction briefing which will include as a minimum the rules and responsibilities of the Sentinel Scheme. **See Section 1.15.**
- c. Suitable PPE, marked as to identify who an Individual is working for when on Managed Infrastructure, and suitable equipment and associated training to be able to use that protective equipment effectively
- d. Regular briefings on changes to Standards, Rule Book updates and Sentinel Scheme Rule updates
- e. Training and assessment to ensure competence to undertake their duties at required intervals
- f. Safety Critical Equipment to enable the Individual to undertake their role (*where a sponsored individual only requires Safety Critical Equipment for works undertaken for the Sub-Sponsor, then this equipment shall be provided by the Sub-Sponsor*)
- g. Personal issue information such as handbooks and relevant information
- h. Advice, guidance or instruction on any restrictions based on medication and other medical fitness issues. (*Restrictions will be seen when checking an Individual's Sentinel card*).
- i. Mentoring and support to develop the competence of the Individual
- j. Clear contractual arrangements between the Primary Sponsor and Individual, and whether Sub-Sponsors are permitted. [See Section 3.](#)

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

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

- a. Monitoring and management of working hours of Individuals. Shifts worked with Sub-Sponsors must be considered in the monitoring of working hours and the management of fatigue. This is aided by the use of the Sentinel System and Swipe Access data
- b. Any sub-sponsorship arrangements with the Individual and to grant permission to any Sub-Sponsor to use their resources
- c. Enacting the Investigation process where any suspected breach of the Sentinel Scheme Rules becomes apparent
- d. Collating information from Sub-Sponsors to enable conclusion of the Investigation
- e. Maintaining records of Investigations and requesting a Formal Review where a Scheme Outcome is recommended following an Investigation
- f. Providing a reason for de-sponsoring an Individual
- g. Conducting an Investigation for any alleged breach of the Sentinel Scheme Rules. [See Section 5.2.](#)
- h. Collating and maintaining all records associated with the Contract of Sponsorship of an Individual as required by the Sentinel Management System. [See Section 3.](#)
- i. Issuing a temporary Take Down of competence pending the conclusion of an Investigation, where appropriate
- j. Ensure a process is in place to manage the D&A screening process as defined in the Infrastructure Maintainers requirements

2.3 Sub- Sponsors

The Sub-Sponsor must request permission to use an Individual from their Primary Sponsor. The Sub-Sponsor must receive confirmation this has been agreed by the Primary Sponsor before resourcing the Individual to work.

The Sub-Sponsor is responsible for providing all information to the Primary Sponsor to enable the Primary Sponsor to manage the overall safety of the Individual. This includes, but is not limited to information on; working hours, safety incidents, competences used (*these can be recorded by using the Sentinel app*) and competence short-falls.

The Sub-Sponsor must co-operate with the Primary Sponsor in the management of working hours. Where a risk assessment has been conducted and extra working hours approved, this information must be provided to the Primary Sponsor. The Risk assessments can be recorded electronically via the Sentinel app.

The Sub-Sponsor must notify the Primary Sponsor of any alleged breach of the Sentinel Scheme Rules within 14 days of becoming aware of such allegation, and co-operate in collecting information and evidence to enable the Primary Sponsor to conduct an Investigation.

2.4 Individual Cardholder

The Individual shall carry their Sentinel card at all times while working on any managed infrastructure and will co-operate with their Primary Sponsor to keep the personal information held in the Sentinel Scheme Database and therefore surfaced on their Sentinel card up to date.

An Individual can update their own details by accessing their MySentinel account via the Sentinel database at www.railsentinel.co.uk

MySentinel is a free online account for anyone who holds a Sentinel card to:

- View their competences and activity, such as swipe in records, safety briefings, risk assessments, medical screenings etc.
- Receive competency expiry email alerts
- Contact and/or report their Primary Sponsor
- Update their personal details, i.e. address

The Individual shall follow the rules of personal accountability as outlined in the [H&S Work Act 1974 Section 7 'General duties of employees at Work'](#)

An Individual has a responsibility to:

- Know the identity of their Primary Sponsor
- Know which Sub-Sponsor they are working for (*when they are not working for their Primary Sponsor*)
- Provide the name of the Sponsor they are working for when booking into site and have identifiable PPE

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

Individuals can access their personal records on the Sentinel Scheme Database. This can be requested from their Primary Sponsor, or by direct access to the cardholder's MySentinel account.

Section 3: Management System Requirements

3.1 Pre-Sponsorship Process

Each Sponsor shall have a process in place for undertaking pre-sponsorship checks for all Individuals.

The checks shall be undertaken in advance of the Individual undertaking any duties on behalf of the Primary Sponsor.

The following checks shall be completed (*as a minimum*):

- Conduct and document pre-sponsorship checks to determine that the Individual is legally eligible to work in the UK and has a good understanding of verbal and written English
- Ensure that there are no suspensions in place that may prevent the Individual from working on a managed infrastructure
- Complete a pre-sponsorship drugs and alcohol screening where required, results of which will be entered on the Sentinel Scheme Database by the Approved Medical Provider

NOTE 1: The Sponsor will not need to complete a pre-sponsorship screening if the Individuals record shows that a screening has taken place in the last 3 months.

NOTE 2: While a non-trackside sponsor is not responsible for undertaking pre sponsorship screening they must have a process for and undertake random and for cause screening of their sponsored individuals.

- Review the period for which the Individual has had no Primary Sponsor. Where this is in excess of 6 months the new Primary Sponsor will be required to undertake and document a mentoring assessment to confirm the Individual is competent

Following the conclusion of the pre-sponsorship process, the Primary Sponsor will enter into a Contract of Sponsorship with the Individual. [See Section 3.2.](#)

The Sub-Sponsor must have in place the following agreements and carry out the following pre-use checks before requesting sub sponsorship and after approval by the Primary Sponsor, putting an Individual to work:

- Check who the Primary Sponsor for the Individual is and if the Contract of Sponsorship permits sub-sponsors
- Check the Individual's personal information, including Sentinel card number, NI number and date of birth are correct

The Sub-Sponsor must then make a request to the Primary Sponsor, and receive approval through the Sentinel Scheme Database to sub-sponsor the Individual before putting the individual to work

3.2 Contract of Sponsorship

The Primary Sponsor must have processes in place to complete an induction with each Individual when they join their sponsorship. As part of this induction process the Sponsor shall brief the Individual on, as a minimum, their Contract of Sponsorship and their responsibilities under the Sentinel Scheme Rules.

The Contract of Sponsorship as a minimum shall:

- a. Define the contractual relationship between the Primary Sponsor and Individual (*i.e. directly employed/self-employed, sub-contractor*) and whether Sub-Sponsors are permitted
- b. Regardless of the employment status of the Individual, commit the Primary Sponsor to fulfilling the role of employer of the individual for the purposes of health and safety
- c. Define the responsibilities of the Individual and the Primary Sponsor in relation to compliance with the Sentinel Scheme Rules
- d. Ensure the provision of suitable PPE and RPE (*Respiratory Protective Equipment*), in accordance with the Sponsor's defined PPE Policy. [See Section 3.6](#)
- e. Define the process for and commitment to the provision of regular Briefings, Rule Book updates, information on policies and procedures relevant to their role and Sentinel Scheme Rule updates. [See section 3.7](#)
- f. Make provision for training, assessment and mentoring at required intervals and where necessary, make provision to develop the individual
- g. Conduct an annual review of the individuals continued suitability to work on the infrastructure taking into account behaviours and performance of safety critical duties and identify development requirements
- h. Make provision for Safety Critical Equipment to enable the Individual to undertake their competences trackside (in accordance with [Section 3.8](#))
- i. Make the provision for personal issue information such as handbooks and standards, relevant to the individuals' role.
- j. Explain how the Sponsor will provide advice, guidance or instruction on any restrictions based on medication and other medical fitness issues
- k. Require the Individual to notify the Primary Sponsor of any changes in circumstance including health or personal issues that may need the Primary Sponsor to take action to ensure the Individual's continued fitness for work trackside
- l. Make the Individual aware of ability to check their own competences by methods currently available.
- m. Detail how an individual may request De-sponsorship

Sub-Sponsors are not required to enter into a Contract of Sponsorship with the Individual as the Primary Sponsor maintains the sponsorship relationship with the Individual.

3.3 Management of Sub-Sponsors

Primary Sponsors shall have processes in place for the management of Sub-Sponsors.

This shall include:

- A mechanism for reviewing and then either approving or rejecting the Sub-Sponsor's request via the request received through the Sentinel Database.
NOTE: Where rejected, a reason for rejection must be provided.
- A documented list of Sub-Sponsors and any associated agreements for sharing of labour that are in place between the organisations
- A process for reviewing and for analysing usage by Sub-Sponsors
- The means of obtaining information on an Individual from the Sub-Sponsor as required in [Section 2.2 & 2.3](#).
NOTE: It is optional that a Primary Sponsor may have processes in place for recovering costs from a Sub-Sponsor for the use of an Individual; any payment framework is not managed through the Sentinel Scheme Rules

3.4 Competence Management

Sponsors shall have a Competence Management System in place to flag the training, assessment and mentoring requirements for the Individuals' for whom they Primary Sponsor, in advance of their expiry.

They shall also make provision for training, assessment and mentoring at required intervals on Individuals competences required by the Sponsor.

3.5 Management of Working Hours

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

The Sentinel Scheme Database can be used to provide access to data on when cards are Swiped In for each Individual under their contract of sponsorship, whether on behalf of the Primary Sponsor, or the associated Sub-Sponsor.

The Primary Sponsor shall use the data from Sentinel as part of their Fatigue Risk Management System.

Sub-sponsors shall notify the Primary Sponsor of any approved excessive working hours, along with the associated risk assessment to enable the Primary Sponsor to manage any fatigue risk associated with the Individual.

The Primary Sponsors' Fatigue Risk Management System should proactively predict fatigue and therefore prevent excessive working hours, rather than just relying on the Sentinel Card to flag actual exceedance once it occurs on site.

3.6 Provision of PPE and other Personal Issue Equipment

Primary Sponsors shall have a process in place for the provision of Personal Protective Equipment (PPE) and other personal issue equipment to each Individual for which they Sponsor at no cost to those individuals.

Any suitable training must be provided to enable the Individual to use that protective equipment effectively.

PPE must be of a minimum standard to comply with both MIs and the Primary Sponsor's PPE Policy.

This process shall include documenting the provision and routine check of PPE to ensure it is maintained and fit for purpose. The process shall also provide details for the provision of additional or replacement equipment when lost or damaged.

All sponsors must provide further PPE as required by any task based risk assessment they conduct

3.7 Routine Briefings and Cascade of Core Information

Primary Sponsors shall have a process in place for the cascade of briefings to all Individuals for which they are the Primary Sponsor. The process shall cover as a minimum:

- Rule Book updates
- competence specific briefing events and
- changes to the Sentinel Scheme Rules and
- any other rules and standards that apply to an Individual's role.

The process shall require documented records to be maintained of all such briefings.

Where this is a competence specific briefing the event shall be recorded through the Sentinel Scheme Database.

3.8 Procurement, Management, calibration and provision of Safety Critical Equipment for use on Managed Infrastructure

Sponsors must have processes in place for the procurement, management, transport, calibration and provision of equipment for use by Individuals working on their behalf on Managed Infrastructure.

The process shall have assurance checks in place to ensure that only equipment that is calibrated and fit for purpose is provided for use on the Managed Infrastructure.

NOTE: This includes but is not limited to: Marker Boards, Possession Limit Boards, Electrification Isolation Test Equipment, Lookout Equipment and Current Rail Indicator Devices. This also includes providing equipment to read/verify Sentinel Cards for Individuals whose role requires them to check the competences of other staff.

This requirement is not solely for the Primary Sponsor. The Sponsor responsible for putting the Individual to work is required to ensure that suitable equipment is provided to site, regardless of their sponsorship status with the Individual. Provision is not the responsibility of the Individual.

The Sponsor responsible for putting the Individual to work must liaise with the person responsible for the Works (*where different*), in advance of the planned works, to ensure the Safety Critical Equipment needs are clearly identified.

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

The Sponsor shall have a process in place for the management of non-conforming products to ensure these are not provided for use on Managed Infrastructure.

3.9 Management of Alleged Breaches of the Sentinel Scheme Rules

Sponsors shall have a process in place to identify report and investigate any alleged breaches of the Sentinel Scheme Rules.

Where an Individual is working on behalf of the Primary Sponsor at the time of an alleged breach, the Primary Sponsor must conduct an Investigation. [See Section 3.10.](#)

Where the Individual is working on behalf of a Sub-Sponsor at the time of an alleged breach, the Sub-Sponsor must collate any evidence and witness statements and provide this to the Primary Sponsor as part of an Investigation.

The Sub-sponsors shall have a process in place to collate information and report all alleged breaches of the Sentinel Scheme Rules to the Primary Sponsor within 14 days.

Primary Sponsors shall have processes in place for reviewing alleged breaches of the Sentinel Scheme Rules by Individuals they sponsor. These can be received from various sources including Sub-Sponsors, clients, Whistle-blowers or Infrastructure Maintainer.

This review must decide whether a temporary Take Down is required due to the severity of the allegation whilst an Investigation is taking place. Where a temporary Take Down is deemed appropriate, the Primary Sponsor should Take Down of the Individual's specific competence in the Sentinel database whilst the investigation takes place.

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

3.10 Investigations into alleged breaches of the Sentinel Scheme Rules

Primary Sponsors shall have an investigation process in place that will enable investigation of any alleged breach of the Sentinel Scheme Rules involving an Individual for which they are the Primary Sponsor. [See Section 5.2.](#)

The Investigation process must be suitably independent and follow the Fair Culture Process to be able to review system and management decisions that may be relevant to an alleged breach.

The process will ensure that all alleged breaches of the Sentinel Scheme Rules as outlined in **See Section 4** of this document will be subject to an Investigation.

The Investigation process shall identify the minimum competence of any representative of the Primary Sponsor nominated to undertake Investigations. The minimum content of a documented Investigation report will be determined within the safety management system process of the Primary Sponsor.

The Primary Sponsor's Investigation process must be compliant with the investigatory process outlined in [Section 5](#) of the Sentinel Scheme Rules.

3.11 Management of Records

Sponsors shall have processes in place to manage and maintain all records required by [Section 3 – Management System Requirements of the Sentinel Scheme Rules](#). Sponsors will maintain all records for those Individuals for which they are the Primary Sponsor. Sub-sponsors need maintain only the necessary records for those Individuals for which they Sub-Sponsor.

Sponsors shall ensure that their record management systems are compliant with all current data protection requirements and that all necessary consents have been obtained from Individuals.

3.12 De-Sponsoring Individuals

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

The Primary Sponsor must provide documented reasons for de-sponsoring, even if this is at the Individual's request. Records of anyone de-sponsored must be maintained by the Primary Sponsor.

Where an Individual is de-sponsored by a Primary Sponsor, any Sub-Sponsors will receive notification that the Individual is currently not available for work on MI, as they do not have a valid Primary Sponsor. A Sub-Sponsor could then elect to become Primary Sponsor for the Individual by following the pre-sponsorship process [Section 3.1](#).

NOTE: The Primary Sponsor must act upon Individuals request for de-sponsorship within 5 working days, unless the Individual is under investigation for an alleged breach of the Sentinel Scheme Rules.

3.13 Confidential Reporting Service

Sponsors must be members of an independent and confidential industry reporting service and have a process in place for receiving and responding to reports provided by the service. **See Appendix B.**

Section 4: Breaches of the Sentinel Scheme Rules

An Individual Sentinel cardholder must not breach the Sentinel Scheme Rules by (*but not limited to*) the following:

1. Any fraudulent or falsification of documentation or records relating to safe working
2. Any conviction related to theft or attempted theft of railway materials
3. Any breach in working hours by reporting or endeavouring to report for a shift of work, having previously undertaken a shift on MI within the last 12 hours (*known as double-shifting*); unless a risk assessment has been conducted by the Primary Sponsor and suitable controls implemented
4. Any event of presenting a falsified or copied Sentinel Card, or claiming a false identity for the purposes of trying to gain entry on MI, undertaking a training/assessment activity, presenting themselves for a medical examination or drug and alcohol test
5. Attempting to cheat any assessment for a Sentinel managed competence and/or trying to gain access to an online or paper assessment for a Sentinel managed competence outside of an accredited assessment centre
6. The infringement of any health and safety legislation or MI policies, standards or rules including the Lifesaving Rules deemed as reckless contravention
7. Any event of negligence which causes, or has the potential to cause loss, damage or injury
8. Any event of physical violence while at work
9. Any event of deliberate damage to MI property
10. Any allegation of a breach of the Sentinel Scheme Rules which is found to be false and is proven to have been made with malicious intent
11. Any other event that fails to adhere to the Sentinel Scheme Rules.

A Sponsor must not breach the Sentinel Scheme Rules by (*but not limited to*) the following:

1. Any failure by the Primary Sponsor to investigate an alleged breach of the Sentinel Scheme Rules for an Individual they currently sponsor or sponsored at the time of the alleged breach. (*This also applies where investigations are undertaken, but are deemed inadequate at Formal Review*) [Section 5.2](#)
2. Put individuals to work while knowing they are not sponsored
3. Failing to provide suitable PPE, RPE and Safety Critical equipment for the task required to be carried out by their sponsored individuals

Section 5: Investigating breaches of the Sentinel Scheme Rules

5.1 Reporting an alleged breach of the Sentinel Scheme Rules

Where a Primary Sponsor, Sub-sponsor or Principal Contractor, observes a breach of the Sentinel Scheme Rules they must report this as per [Section 5.2](#)

Where an Individual observes any alleged breach of the Sentinel Scheme Rules, they must report this event either to their Primary Sponsor, Sub-Sponsor or anonymously through a Whistle-blowing process. CIRAS, Speak Out or an internal whistleblowing system

Where a Sub-Sponsor observes or suspects an alleged breach of the Sentinel Scheme Rules, they must notify the Primary Sponsor to enable the Primary Sponsor to follow their process for Investigation.

Where CIRAS or Speak Out receives notification of an alleged breach of the Sentinel Scheme Rules by an Individual, they will inform the Infrastructure Maintainer, where appropriate, who will then contact the Primary Sponsor. This will result in the Primary Sponsor conducting an Investigation.

Where the Infrastructure Maintainer receives a notification of an allegation that a Sponsor is in breach of the Sentinel Scheme Rules, Sentinel Investigations will, where appropriate, instigate a Formal Scheme Investigation into the Sponsor, in accordance with **Section 5.5** of this document.

5.2 Investigations by Primary Sponsors

Primary Sponsors cannot de-sponsor an Individual following an allegation of a breach of the Sentinel Scheme Rules until an investigation is concluded.

Whatever the source of the alleged breach of the Sentinel Scheme Rules, the Primary Sponsor will undertake an Investigation in accordance with their processes.

Alternatively the safety investigation can be conducted by Network Rail or a Principal Contractor in accordance with RSSB Standard, RIS-3119-TOM.

The Investigation must be suitably objective and independent as reasonably practicable to ensure that it also considers potential system and management failures as part of the report.

Following completion of the Investigation, the Primary Sponsor shall make recommendations regarding the Individual and any other parties found to be involved.

Recommendations for action shall be made by applying the 'Fair Culture' Consequences Model. **See Appendix E.**

Where these actions involve a Scheme Outcome, the Sentinel Investigations team must be notified so that a Formal Review can take place. **See Appendix A.**

Note: Sentinel Investigations will collate all reports received on behalf of all Infrastructure Maintainers (IM) and carry out the review with the IM that the individual was working on at the time.

5.3 Other Investigations

Some alleged breaches of the Sentinel Scheme Rules will be investigated by outside parties, for example theft or fraud may be investigated by the British Transport Police. Any conclusion or findings from such an investigation can be used as evidence in the Formal Review process.

5.4 Sentinel Formal Review Panel

The Formal Review panel shall be made up of representatives from

- Network Rail Workforce Safety
- Network Rail Corporate Investigations
- Network Rail Training
- Other Infrastructure Maintainers [See Section 5.2.](#)

5.5 Outcomes to Primary Sponsor Investigations

An Investigation subject to Formal Review will proceed to one of the following outcomes:

- Apply the recommended Scheme Outcome;
- Apply a different Scheme Outcome to the one recommended;
- Apply no Scheme Outcome and refer back to the Sponsor to apply a Primary Sponsor Outcome

Where insufficient information is presented at the Formal Review, the Sentinel Investigations Team may request further information from the Sponsor. The Formal Review will be adjourned until the information is provided.

The Sponsor shall be advised in writing of the outcome of the Formal Review within 30 days of the conclusion. It is then their responsibility to pass on the written communication to the Individual along with their right to appeal against these outcomes. **See Appendix F.**

If during the Formal Review, it is deemed necessary to undertake a Formal Scheme Investigation into the Sponsor, they will notify Network Rail Corporate Investigations. They will appoint an independent Lead Investigator who will undertake the Formal Scheme Investigation.

During the Formal Scheme Investigation stage, Individuals and Sponsors may be asked to attend a hearing to provide further information.

Following the conclusion of the investigation and any associated hearing Network Rail Corporate Investigations will advise the Sponsor in writing of the outcome of the Formal Scheme Investigation.

5.6 Formal Review Appeals

Individual appeals will only be held when a Scheme Outcome has been applied. Appeals will only be considered 30 days from the date on the scheme outcome letter where substantive new information or mitigating circumstances, that were not available at the Formal Review stage are submitted.

The Formal Review Appeal panel shall be made up of senior managers representing both Network Rail and Transport for London (*where relevant*).

These Individuals will be independent of the Formal Review panel.

Section 6: Scheme Assurance Arrangements

6.1 Registration of a Sponsor

All Sponsors must act as Primary Sponsor, and must hold primary sponsorship responsibility for a minimum of 30% of their total workforce,

For an organisation to be approved by Network Rail as a Sponsor, they must initially register with the approved Supplier Assurance Provider. All Sponsors will need to have a management system in place to demonstrate their ability to be a Sponsor, in accordance with [section 3](#) of the Sentinel Scheme Rules.

Sponsor organisations can apply to be Trackside or non-trackside level sponsors. The level dictates the competences that can be held by Individuals they sponsor and therefore the environments the Individuals can work in:

Non Trackside: Individuals sponsored by a non-trackside Sponsor cannot work in the live trackside environment. The live trackside environment is:

- Network Rail: When you are on or near the line as defined in the Rule Book
- London Underground: When you are on or near the track as defined in the LU Rule Book whilst trains or engineers vehicles are running and/or traction current is switched on.

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

Trackside: Individuals sponsored by a Trackside Sponsor can hold the relevant competences for entering the live trackside environment, e.g.:

- Personal Track Safety and above (Network Rail)
- Basic Track Awareness and above (London Underground)

6.2 Sentinel Audit Process

An organisation is registered with an approved Supplier Assurance Provider as a Trackside Sponsor and shall be subject to an annual assurance process. This will include a management system audit to demonstrate that the organisation has documented processes for the key management system requirements required to be a Trackside Sponsor.

An organisation registered with an approved Supplier Assurance Provider as a non-Trackside Sponsor shall be subject to a random management system audit to demonstrate that the organisation has documented processes for the key management system requirements required to be a non-Trackside Sponsor. **See Appendix G.**

The audit shall check the sponsorship management systems and processes are present and sufficient to meet the minimum requirements of the Sentinel Scheme Rules. The audit shall also review sample records throughout the processes to demonstrate the management system processes are being robustly applied.

6.3 Single Sponsor ID for multi companies within the same group

Where a number of organisations within one group all use the same sponsored workforce and the same sponsorship management system processes, they can complete one Sentinel Audit, and will only have one Sentinel sponsorship ID across the group of companies.

Any intention by the company to single Sentinel sponsorship for multiple companies within a group, and the name of all the relevant companies must be identified to an approved Supplier Assurance Provider in advance.

The approved Supplier Assurance Provider audit shall then be undertaken at both the head office responsible for the sponsorship processes and at satellite offices operating the sponsorship processes in practice. This is to confirm that the sponsorship processes are sufficiently embedded to operate consistently and effectively across the group.

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

6.4 Novation of Sponsorship

Where a company is acquired by another company or group, the approved Supplier Assurance Provider and the Sentinel Scheme Administrator must both be notified in advance of the acquisition.

A Material Change Report must be prepared by the acquiring organisation to determine how the sponsorship processes will be merged and the Contracts or Sponsorship transferred or novated. This must cover both changes in the Sentinel Scheme Database and how changes will be subsequently applied.

This Material Change Report shall be reviewed and considered by Network Rail which, if satisfied with the proposals, will then enable the transfer of staff in the Sentinel Database. Acceptance of the Material Change Report may be subject to an assurance audit (*with potential costs*) within three months of the novation to check that the measures outlined within the report have been adequately implemented.

6.5 Verification Audits of Sentinel Scheme Administrators

Network Rail reserves the right to audit the Sentinel Scheme Administrators or your Sentinel representative for the purpose of ensuring proper application of the Sentinel Scheme Rules.

6.6 Verification Audits of Network Rail

Network Rail Internal Audit function will audit the company application of the Sentinel Scheme Rules biannually so that Network Rail remains compliant. Results of verification audits, along with an annual review of performance will be made available to all Sponsors so that the transparency of the Sentinel Scheme is maintained.

Definitions

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

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

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

Confidential Incident Reporting & Analysis Service (CIRAS): A corporate safety net that ensures safety, health or other concerns are captured internally and with CIRAS help, investigated to a successful and satisfactory conclusion.

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

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

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

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

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

Formal Review: The review undertaken by the Formal Review Panel (see Section 5.4) following notification by a Primary Sponsor that they have conducted a Local Investigation into an alleged Breach of the Sentinel Scheme Rules and recommended a Scheme Outcome.

NOTE: An independent statement, requested from the Individual as well as a Fair Culture Consequences model is required as part of the investigation before determining whether the recommended Scheme Outcome should be implemented.

Formal Review Appeal: An appeal by an individual against a Scheme Outcome.

NOTE: An Appeal can only be brought where there is substantive new information or mitigating circumstances that were not presented at the Formal Review. Where such additional evidence or circumstances are presented, a Formal Review Appeal Hearing will be arranged.

Formal Review Appeal Hearing: A hearing where two senior managers independent of those who conducted the Formal Review, to hear the new substantive information or mitigation.

Formal Scheme Investigation: An investigation undertaken by, and at the discretion of, Network Rail Corporate Investigations in to an allegation that a Sponsor may have been in breach of the Sentinel Scheme Rules.

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

Infrastructure Manager: Parties involved in putting people to work safely on the Railway Infrastructure which includes Docklands Light Railway, London Underground, London Overground and Network Rail Managed Infrastructure.

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

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

NOTE: Compliance with the Lifesaving Rules is mandatory for all on Network Rail Managed Infrastructure.

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

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

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

My Sentinel: Individuals access to the Sentinel Database.

Network Rail Corporate Investigations: This team manages the accident, incident investigation and recommendation management processes for Network Rail.

Network Rail Managed Infrastructure: Network Rail managed infrastructure is the infrastructure that falls within the geographic boundaries of Network Rail's operational railway.

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

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

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

Rail Training Assurance Scheme (RTAS): Is for those who provide training and assessment services – managed by Network Rail – to companies and individuals who conduct work on the Network Rail Managed Infrastructure (NRMI).

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

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

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

NOTE: Where a Scheme Outcome is recommended following a Local Investigation, a Formal Review panel will meet to determine if the Scheme Outcome can be applied.

Sentinel Audit: An audit of a sponsoring organisation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sentinel Scheme Rules Appendices

Content:

- Appendix A – List of Contacts
- Appendix B – Criteria for Confidential Independent Reporting Service
- Appendix C – Breach Outline Guidelines (Individuals and Sponsors)
- Appendix D – Process Flow for Primary Sponsor Local Investigation
- Appendix E – Fair Culture Consequences Model
- Appendix F – Process Flow for Formal Review Appeal
- Appendix G – Non-Trackside Sponsors declaration Form

Appendix A: List of Contacts

Below is a list of key Sentinel contacts:

Sentinel Investigations

Sentinel Investigations for Formal Review are to be sent to:

Sentinel Investigations	sentinelinvestigations@networkrail.co.uk
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Note: Sentinel Investigations will collate all reports received on behalf of all Infrastructure Maintainers (IM) and carry out the review with the IM that the individual was working on at the time.

Reporting Alleged Breaches of the Sentinel Scheme Rules

CIRAS (Confidential Independent Reporting Service)	0800 4 101 101
Speak Out (Network Rail)	0808 143 0100

De-Sponsorship

Direct to Sponsor	Via MySentinel account at www.railsentinel.co.uk (<i>login as a cardholder</i>)
Escalate (<i>after 5 working days of sending the request to your sponsor</i>)	Via MySentinel account (<i>to escalate</i>) Sentinel@mitie.com

Modern Slavery Helpline

There are a number of indicators of trafficking and forced labour. Not all the indicators will apply in every case, and some may not be immediately apparent. You can learn how to [Spot the Signs](#) at this website.

You can read about the Helpline on its website at: www.modernslaveryhelpline.org

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

Appendix B: Criteria for Confidential Independent Reporting Service

Section 3.13 of the Management System Requirements of the Sentinel Scheme Rules requires Sponsors to be a member of a confidential industry reporting service. In order to meet the requirements of the Sentinel Scheme Rules, any such service shall meet the following criteria:

1. Be independent (i.e. actions are independent of the subscribing company's management structure).
2. Be confidential (i.e. the identity of the individual raising the concern is always protected).
3. Have defined standards and processes subject to external assessment.
4. Have staff and management with:
 - a. Appropriate communication skills with experienced interview techniques; and
 - b. Sufficient knowledge of the rail industry structure to be able to direct reports to the appropriate owners.
5. Have the ability to interpret and analyse data to exploit the opportunities of shared learning and safety intelligence.
6. Communicate reports and responses to help facilitate improvements to both culture and safety conditions for the rail industry.
7. Represent good value for money.
8. Have a means of escalating poor or non-responses to reports.
9. Have the ability to deal with multi-stakeholder concerns.

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

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

Only those alternative providers approved by the custodian will be deemed to meet the requirements of Section 3.13 of the Sentinel Scheme Rules.

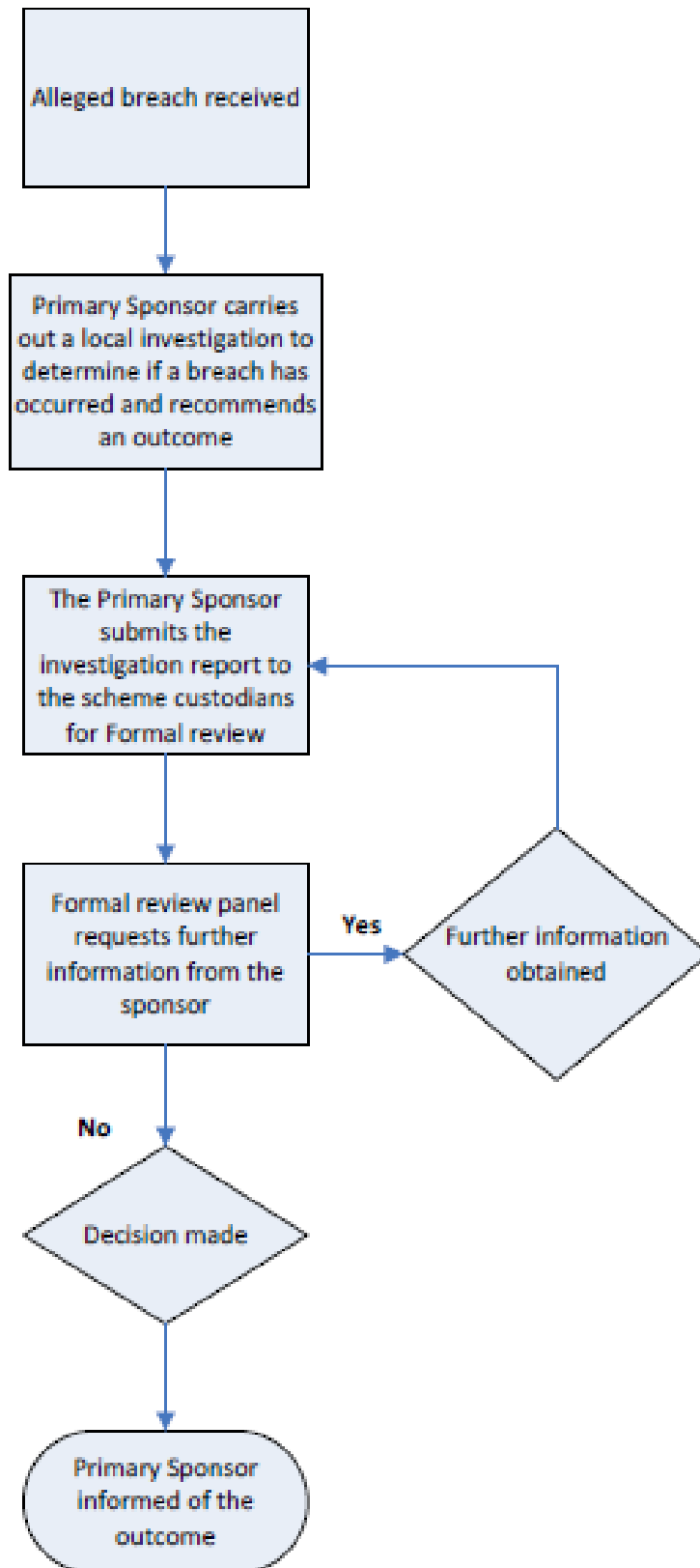
Appendix C: Breach Outcome Guidelines (Individuals)

Event <i>(for the full description see section 4)</i>	Primary Sponsor Outcome			Scheme Outcome
	Mistake caused by system, routine error	Slip/Lapse, poor judgement	Contravention	Reckless Contravention, Malicious Intention, Sabotage
	Coaching, Mentoring, Retraining, Assessment			Takedown, Suspension
1. Any fraudulent or falsification of documentation or records relating to safe working				Single occurrence
2. Any conviction related to theft or attempted theft of railway materials				Single occurrence
4. Any event of presenting a falsified or copied Sentinel Card, or claiming a false identity				Single occurrence
5. Attempting to cheat any assessment for a Sentinel managed competence				Multiple occurrence/Deliberate breach
10. Any allegation of a breach of the Sentinel Scheme Rules which is found to be false and is proven to have been made with malicious intent				Multiple occurrence/Deliberate breach
6. The infringement of any health and safety legislation or MI policies, standards or rules including the Lifesaving Rules deemed as reckless contravention			Unknown breach	Multiple occurrence/Deliberate breach
7. Any event of negligence which causes, or has the potential to cause loss, damage or injury			Unknown breach	Single occurrence
9. Any event of deliberate damage to MI property			Unknown breach	Single occurrence
8. Any event of physical violence while at work			Unknown breach	Multiple occurrence/Deliberate breach
11. Any other event that fails to adhere to the Sentinel Scheme Rules	Unknown breach			Single occurrence
3. Any breach in working hours by reporting or endeavouring to report for a shift of work, having previously undertaken a shift on MI within the last 12 hours (known as double-shifting)	Unknown breach (other than double shifts)			Multiple occurrence/Deliberate breach

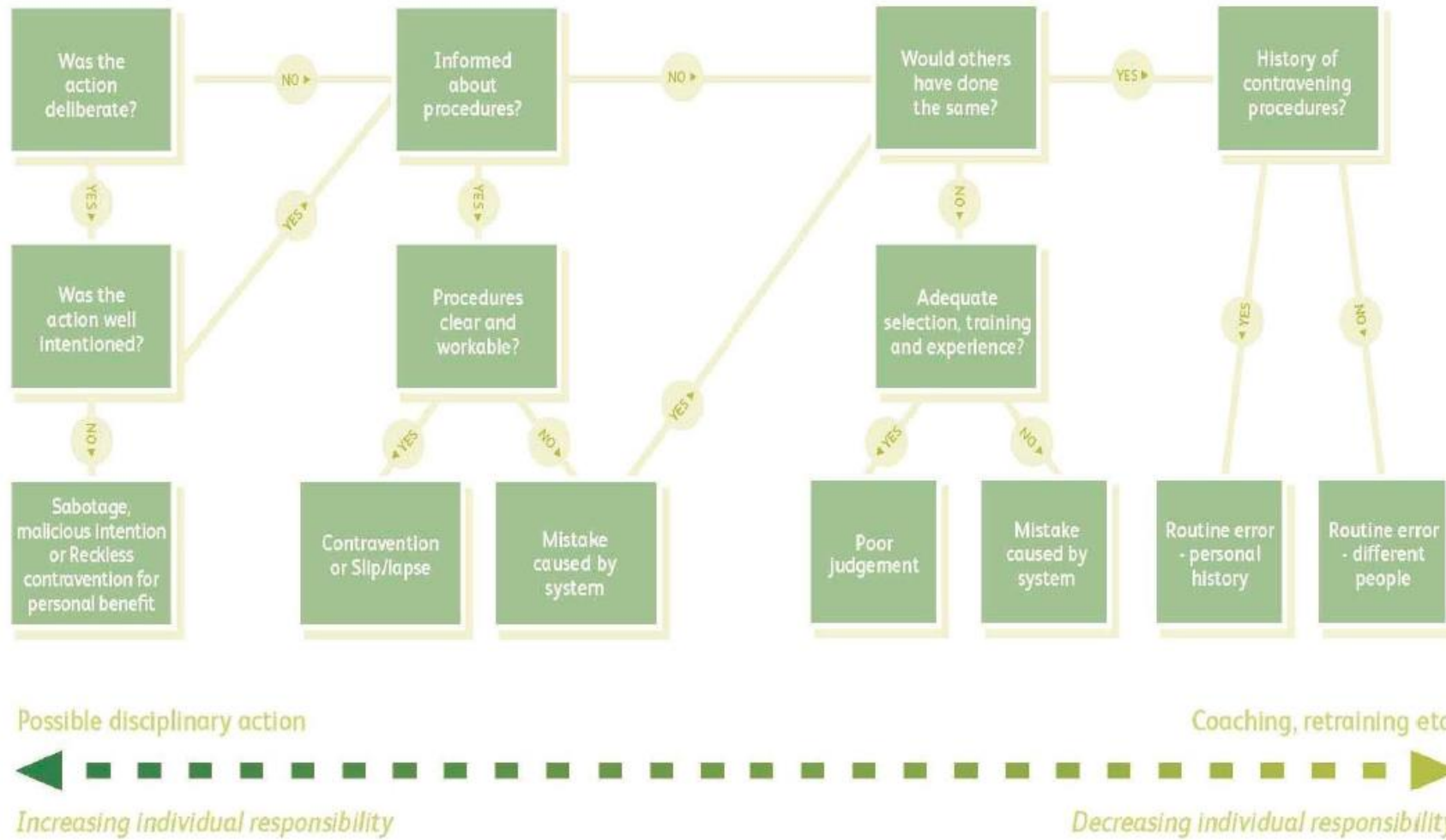
Unknown breach = an occurrence due to not informed of procedures and/or procedures not clear and not workable and/or others would have done the same.

Event <i>(for the full description see section 4)</i>	Primary Sponsor Outcome			Scheme Outcome
	Mistake caused by system, routine error	Slip/Lapse, poor judgement	Contravention	Reckless Contravention, Malicious Intention, Sabotage
	Formal Investigation and Action Plan for remedy			Sentinel Suspension
1. Any failure by the Primary Sponsor to investigate an alleged breach of the Sentinel Scheme Rules for an Individual they currently sponsor or sponsored at the time of the alleged breach	Single occurrence			Multiple occurrence/Deliberate breach
2. Put individuals to work while knowing they are not sponsored	Single occurrence			Multiple occurrence/Deliberate breach
3. Failing to provide suitable PPE, RPE and Safety Critical equipment for the task required to be carried out by their sponsored individuals				Multiple occurrence/Deliberate breach

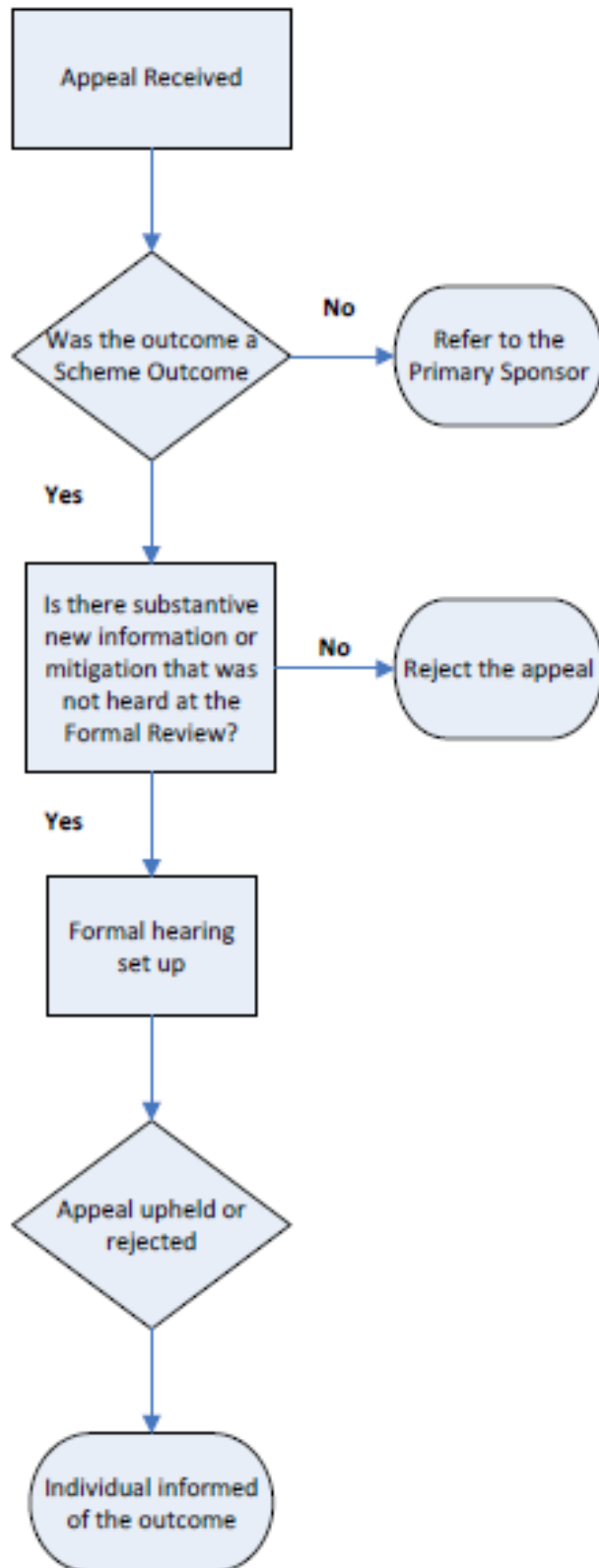
Appendix D: Primary Sponsor Local Investigation Process



Appendix E: Fair Culture Consequences Model



Appendix F: Formal Review Appeal Process



Appendix G: Non-Trackside Sponsor Declaration

Non-Trackside Sponsor Declaration

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

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

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

Name:

Position:

Company:

Date: