

# Agreement

between				
Gesundheit Österreich Beratungs GmbH (GÖ B) [Austrian Public Health Institute - Consultano GmbH]				
Stubenring 6				
A-1010 Vienna				
executing institution:				
Vergiftungsinformationszentrale (VIZ) [VIZ Poisons Information Centre]				
Stubenring 4				
A-1010 Vienna				
and the company				
Company name:				
Address:				
Street name & number Post code & place				
Contact person:				
Telephone:				
E-Mail:				
VAT No:				
the following Agreement is concluded:				

## 1. Part of this Agreement

With this agreement, the Vergiftungsinformationszentrale (VIZ) [VIZ Poisons Information Centre] of Gesundheit Österreich Beratungs GmbH [Austrian Public Health Institute – Consultancy GmbH] is – in accordance with the REACH Regulation No 1907/2006 (in particular Art. 31) – available for your company as a 24-hours daily available emergency information service. You can, against a reimbursement fee (cf. item 3), list VIZ's **emergency helpline** +43 1 406 43 43 as an emergency contact point in your safety data sheets (SDS) and other sources of information relating to your company's products.

## 2. Workflow

Once the agreement is concluded, your company shall provide the VIZ with safety data sheets for substances/mixtures or products distributed by it – in particular for such substances/mixtures or products which are classified as dangerous substances and/or dangerous goods and on which the VIZ emergency call number is indicated – electronically in the form of PDF files. The designation

of the PDF files must be **identical** with the name of the product mentioned in the safety data sheet under point 1.1.

Please send the safety data sheets by e-mail to VIZ@goeg.at. In the case of large amounts of data, we would kindly ask you to contact us for an alternative method of electronic distribution (e.g. encrypted USB stick or a protected upload area). Your company is responsible for the accuracy and completeness of the information shared.

The safety data sheets or the medical data sheets of the company will be stored in VIZ's own database. The VIZ Poisons Information Centre maintains a database on safety data sheets (SDS) and has access to a large number of other toxicological and chemical databases from Austria and abroad, which constitute the basis for its 24-hours emergency service.

In case of **new** products or any **changes** to existing products, the company has to send **updated** safety data sheets immediately to the VIZ Poisons Information Centre (<u>VIZ@goeg.at</u>). In order to provide you with the best possible service, we rely on having your safety data sheets up to date at all times.

#### 3. Reimbursement

For the service specified in item 1, the VIZ Poisons Information Centre will be reimbursed, on an annual basis, for the costs incurred, dependent on the number of products for which the VIZ Poisons Information Centre is named as an emergency contact point in the safety data sheets.

The reimbursement rates are shown in the following table. The rates listed are subject to 20% VAT. The reimbursement rates will be adjusted to cover annual inflation (based on the Austrian consumer price index).

Tariff	Number of Safety Data Sheets (SDS)	Reimbursement Rate per quarter (net)	Please tick the appropriate box
1	1 - 10 SDS	55 €	
2	11 - 50 SDS	110€	
3	51 - 500 SDS	220 €	
4	over 501 SDS	as agreed:  Please enter the amount agreed with the VIZ Poisons Information Centre here.	

For new customers, an additional one-off fee of 50 € plus 20% value-added tax will be charged at agreement inception. The payment is due within 4 weeks without deduction after receipt of the invoice. In subsequent years we will send you an annual invoice in the middle of each year. If an agreement is concluded during the financial year, the reimbursement fee will be adjusted to actual contract months.

All invoices should be sent to the following address:

The billing address is the same as the company data see at the beginning of this form.

All invoices must be sent to the following address:

Invoice recipient:
Address:
Street name & number Post code & place

Telephone/Fax:

E-Mail:

Please note that the Agreement only comes into effect upon receipt of payment of the first invoice. You will receive an invoice within the next few days on the basis of the information you have provided in this form. By payment of the invoice within 4 weeks after receipt, the agreement is concluded under the conditions described above.

### 4. Termination of the Agreement

The minimum contract duration is 12 months. Any amendments to, or modifications of this agreement require the written consent of both parties. This agreement can be terminated in writing by both contractual parties at the end of the respective year, subject to a period of notice of 3 months.

## 5. Data protection and Confidentiality

VIZ Poisons Information Centre is committed to data protection and confidentiality in dealing with the data provided to it according to the General Data Protection Regulation (Art. 89 GDPR) and its legal mandate (Austrian Federal Act on Gesundheit Österreich GmbH; Art. 15, <u>BGBI. I No. 37/2018</u>). Your data will not be passed on to third parties. Gesundheit Österreich Beratungs GmbH processes your data exclusively on the basis of the statutory provisions (GDPR, Telekommunikationsgesetz 2021).

The VIZ is obligated to maintain confidentiality with regard to all information made available in connection with the provision of the 24-hour emergency helpline as well as facts that have become known and for which there is a legitimate interest in maintaining confidentiality, unless there is a legally permissible reason for the transfer of the entrusted or accessible data. This obligation of confidentiality includes, in particular, information such as safety data sheets, business and trade secrets.

I agree that Gesundheit Österreich Beratungs GmbH (GÖ B) may use all relevant personal and company-related data, in particular the company name, address, contact person, telephone number, e-mail address and VAT number for the purpose of concluding an agreement. You are entitled to the rights of information, amendment, deletion, restriction, data transferability and objection. See <u>EU-GDPR</u> (Chapter III, "Rights of the Data Subject").

I have read the statement and I agree with it.

By submitting the form, you confirm your interest in concluding an Agreement with the Austrian Public Health Institute – Consultancy GmbH (GÖ B).

Place, Date