**AISE DETERGENT INDUSTRY NETWORK FOR CLP CLASSIFICATION ("DETNET")**

**SUBSCRIBER AGREEMENT**

This Agreement is made between:

1. **A.I.S.E. A.I.S.B.L.** (the “International Association for Soaps, Detergents and Maintenance Products”) with registered office located at, Boulevard du Souverain 165, 4th floor, 1160 Brussels, Belgium, duly represented by Mr. Alexis Van Maercke, Director General,

(hereinafter referred to as "**A.I.S.E."**),

and

1. **[Subscriber name]**, with registered office located at [address], duly represented by [name + title]

Contact person: [name + email address]

(hereinafter referred to as "**Subscriber"**).

A.I.S.E. and Subscriber are collectively referred to as the "**Parties**" or individually as a "**Party**".

**PREAMBLE**

1. Subscriber is a "supplier" in the meaning of article 2.26 of the CLP Regulation (as defined in article 1.5 below) active in the field of detergents and cleaning products and is required to comply with certain classification obligations under the CLP Regulation.
2. A.I.S.E. has established and operates the "Detergent Industry Network for CLP Classification" ("**DetNet**", as further defined in article 1.6 below). DetNet was created in accordance with Annex I, section 1.1.0 of the CLP Regulation as a means for suppliers of products to cooperate through the formation of a network to share data and expertise when classifying substances and mixtures. DetNet is based on the former A.I.S.E. pool of reference formulation data in the A.I.S.E. irritancy and extreme pH database developed for the former A.I.S.E. approach on irritancy classification. It also incorporates additional formulations provided by companies participating in DetNet, and includes reference formulations tested in the framework of the A.I.S.E. in-vitro testing project. It aims to provide “suppliers” with access to shared test data and expert judgment and allow for a science-based process for classification of detergent and cleaning products in compliance with the CLP Regulation.
3. Subscriber wishes to access and consult DetNet in order to identify certain information on certain reference formulations which may be used to classify the Subscriber’s own untested mixtures.
4. This Agreement aims at defining the terms and conditions under which the Subscriber will access DetNet.

**HENCE IT IS HEREBY AGREED AS FOLLOWS**:

# DEFINITIONS

For the purpose of this Agreement, capitalised terms shall have the meanings set forth below:

1. "**Affiliate**" means any legal entity controlling, controlled by, or under common control with, either directly or indirectly, a Party. For these purposes, “**control**” shall refer to: (i) the possession, directly or indirectly, of the power to direct the management or policies of a person, whether through the ownership of voting rights, by contract or otherwise; or (ii) the ownership, directly or indirectly, of 50 % or more of the voting rights or other ownership interest of a person;
2. The "**Agreement**" means this "DetNet Subscriber Agreement" and its Appendixes, as amended from time to time;
3. "**Bridging Principles**" shall mean the bridging principles for the classification of mixtures where test data are not available for the complete mixture, as set out in Annex I, paragraph 1.1.3 of the CLP Regulation;
4. The **"Classification Record"** means the document summarising the outcome of the Expert’s work on hazard classification of a mixture on behalf of a DetNet subscriber. It will include *inter alia* the reference formulation(s) used to establish the classification and the compositional details of this reference formulation that are made available for use in the Database according to the procedure for data sharing described in Appendix 1;
5. The "**CLP Regulation**" means Regulation (EC) No 1272/2008 of 16 December 2008 on classification, labelling and packaging of substances and mixtures, including any Annexes thereto, all as amended or revised from time to time;
6. "**DetNet"** means the "Detergent Industry Network for CLP Classification", which includes a database established and operated by A.I.S.E. comprising tested reference formulations supplied by DetNet Subscribers and by A.I.S.E, as well as associated study summaries and selected compositional details (as per Appendix 1). The principles following which data sharing has been organized in DetNet are outlined in Appendix 1.
7. "**DetNet Rules of Use**" means the rules governing use of the DetNet website ([www.det-net.eu](http://www.det-net.eu)), as made available on that website;
8. **"DetNet Subscriber"** means a legal or natural person that corresponds to the definition of "supplier" under article 2.26 of the CLP Regulation, active in the field of detergents and cleaning products and required to comply with certain classification obligations under the CLP Regulation; the “DetNet Subscriber has subscribed to use DetNet **;**
9. The "**Nominated Expert"** means a suitably qualified and experienced scientist with the scientific competences and skills to carry out hazard classification of detergent products as per the CLP Regulation, nominated for that purpose by the Subscriber. He/she can be either (i) an in-house expert employed by the Subscriber or (ii) an external consultant retained by the Subscriber. Conditions for nomination of Nominated Experts and their role are laid down in article 4.2 below;
10. The "**Non-disclosure Agreement"** means for Nominated Experts the agreement defining under which terms and conditions the “Experts” may access “DetNet” so as to complete their tasks, and setting out their secrecy obligations in relation to any information made available to it in the framework of DetNet in the form or substantially in the form attached hereto as Appendix 2 hereto;
11. The "**Subscription Fee**" shall have the meaning set forth in article 3.1 below;
12. The "**Subscription Form**" means the online subscription form available on the DetNet Website in the Section “How to join”;
13. The "**Subscription Period**" shall have the meaning set forth in article 3.1 below.

# SUBSCRIPTION - LICENSE TO ACCESS AND USE DETNET

## Subject to the terms and conditions set forth in this Agreement (including the requirement to pay a Subscription Fee), A.I.S.E. hereby accepts the Subscriber's subscription with DetNet and grants to the Subscriber a non-exclusive, non-transferable, revocable and limited license for the Subscribers’ Nominated Experts to access and use DetNet for a limited period of 12 months (such period being a "**Subscription Period**") solely for the purpose of hazard classification for skin and eye irritancy under the CLP Regulation and the preparation of a Classification Record.

## Subscriber acknowledges and accepts that Subscription to DetNet and the related license to access and use DetNet is reserved to (natural or legal) persons supplying (in the meaning of the term "supplier" defined in article 2.26 of the CLP Regulation) detergents and cleaning products in the European Union and in other European countries with national CLP implementation and being subject to the classification obligations set out in the CLP Regulation. A.I.S.E. has ascertained that Subscriber meets these requirements on the basis of the information declared by Subscriber in his Subscription Form. In the event that any information supplied by Subscriber by means of the Subscription Form would appear to be incorrect, incomplete or misleading, A.I.S.E. shall have the right to suspend such access and use of DetNet with immediate effect and for as long as it deems necessary until (i) the Subscriber has corrected or completed such information or, (ii) in the event the ascertainment of Subscribers' characterisation as a "supplier" in the meaning of Article 1.8 is affected, until Subscriber has satisfactorily evidenced it is a "supplier".

Where classification is a contractual matter between two potential subscribers (e.g. private label manufacturing), it is the responsibility of these organisations to decide which one of them will subscribe to DetNet. This decision should be based on their contractual relationship and in light of the Detnet Rules of Use, in particular the rules governing the Classification Record which is to be stored in full confidentiality with the Subscriber.

# SUBSCRIPTION AND CLASSIFICATION LOGGING FEES

## Subscription Fee

Subscriber shall pay an annual subscription fee calculated on basis of the Subscriber’s self-declared annual turnover for the preceding year for products within scope and on basis of a geographical scope encompassing the European Union + European Free Trade Association (Iceland, Liechtenstein, Norway and Switzerland) + Turkey, in the amount set out in the table of fees as made available on the DetNet website and according to the principles laid down hereto (the "**Subscription Fee**").

Subscription fees for classifications intended outside DetNet’s product scope but on basis of similar chemistry shall be based on the lowest turnover band identified in the table of fees.

Subscription fees for products that are marketed outside the European Union + European Free Trade Association (Iceland, Liechtenstein, Norway and Switzerland) + Turkey shall be calculated for the countries with CLP relevance for which the Subscriber wishes to carry out his classifications.

A.I.S.E. reserves the right to unilaterally revise the amount of the annual subscription fees. Any such revision of the table of fees shall be communicated via the DetNet website and shall be binding upon the Subscriber for any subsequent Subscription Period until further revision.

Access and use of DetNet by the Subscriber’s Nominated Experts shall be conditional upon inter alia receipt by A.I.S.E. of the full Subscription Fee.

The Subscription Fee shall not be refunded in the event the Nominated Experts do not find any suitable reference formulations from which to derive any classification.

##  Classification logging fees

In addition to the Subscription Fee, the Subscriber shall pay classification logging fees which shall consist of a fixed fee per successful classification using DetNet, the rate of which is set out on the DetNet website (the "**Classification Logging Fees**").

A classification shall be considered "successful" if and when the Nominated Expert has been able to derive a classification applicable to a mixture, for the purpose of the CLP Regulation, using one or more reference formulations included in DetNet and, as the case may be, the Bridging Principles.

Without prejudice to the last paragraph of article 3.1 above, in case the Nominated Expert does not find any suitable reference formulations from which to derive any classification, the Subscriber shall have the possibility to contact A.I.S.E. to assess the possibility for A.I.S.E. to have the *in vitro* test conducted and subsequently added to the DetNet database.

## Invoicing.

3.3.1: Invoicing of Subscription Fees

Subscription Fees will be invoiced for the first year upon subscription. Subscription fees to renew subscription will be invoiced on a yearly basis by end of January for each successive renewal.

* For members of A.I.S.E. invoices shall be payable within 45 days from the date of the invoice,
* For non-members of A.I.S.E. invoices shall be payable within 30 days from the date of the invoice.

No refund will be owed by A.I.S.E. with regard to Subscription Fees should the Subscriber terminate this Agreement before the expiry of the related Subscription Period.

3.3.2. Invoicing of Classification logging fees

The Subscriber will be invoiced for Classification logging fees:

* For members of A.I.S.E.: on a yearly basis, whereby the invoice shall be payable within 45 days from the date of the invoice,
* For non-members of A.I.S.E.: twice a year for others, whereby the invoice shall be payable within 30 days from the date of the invoice.

Should the Subscriber terminate this Agreement, the classification logging fees will be due for any successful classification carried out with DetNet data consulted prior to the termination becoming effective.

# OBLIGATIONS OF THE SUBSCRIBER

## Subscription and Access Terms

By and upon registration the Subscriber is granted the right to use DetNet, it being understood that only the Subscriber’s Nominated Experts shall be granted actual access to DetNet to consult the data made available in DetNet.

Such access to DetNet will be granted by means of a user name and password. Every Nominated Expert will receive his own user name and password from A.I.S.E. which shall be personal. Nominated Experts who do not have a valid user name and password will not have access to DetNet.

The Subscriber undertakes, and shall procure that its Nominated Experts undertake, to take all reasonable measures to prevent access to DetNet and to any Classification Records generated using DetNet data by any unauthorized or unauthenticated persons, whether or not by using the Nominated Expert's user name and password. The Subscriber shall be solely responsible for any unauthorized access and any downloading or reproduction of data found in DetNet, and for unauthorized access, use and reproduction of the whole or part of the Classification Records.

## Access by Nominated Experts

The Subscriber shall propose to A.I.S.E. one or more Nominated Experts for the purpose of granting them access to DetNet on behalf of the Subscriber.

A.I.S.E. shall grant access to such Nominated Experts subject to the following cumulative conditions:

* the Nominated Experts shall sign a Non-Disclosure Agreement in the form or substantially in the form enclosed as Appendix 2;
* the Nominated Expert shall have attended and completed the basic training organized by A.I.S.E. in relation to the use of DetNet.

A.I.S.E. shall confirm in writing to Subscriber and the Nominated Expert that access to DetNet is granted to that expert by communicating the user name and password.

The Parties acknowledge and agree that access to DetNet is granted to Nominated Experts for the sole purpose of the classification obligations of the Subscriber under the CLP Regulation. Any access or use of DetNet for other purposes shall entitle A.I.S.E. to terminate the access and this Agreement with immediate effect.

In case of change of the Subscriber's Nominated Expert for any reason whatsoever, the Subscriber shall promptly inform A.I.S.E. in writing and A.I.S.E. shall withdraw any access of the Nominated Expert to DetNet and cancel the Nominated Expert's user name and password with immediate effect.

## Relationship with Nominated Experts

Nominated Experts shall have no contractual relationship with A.I.S.E other than the contractual relationship arising from the Non-Disclosure Agreement and the DetNet Rules of Use.

The Nominated Experts shall be employed or hired as external consultants by the Subscriber, who shall remain at all times liable for their remuneration and the compliance with any legal requirements towards them.

The granting of access to DetNet by A.I.S.E. shall in no event be interpreted as a validation of the Nominated Expert's qualification, skills or experience in respect with classification under the CLP Regulation. A.I.S.E. has made no independent verification in respect of such qualification, skills or experience and fully relies on the Subscriber's declarations in that regard. A.I.S.E shall have no liability for any of the actions (including classifications) or omissions of the Nominated Expert.

## Relationship with External Experts

The Subscriber understands that DetNet External Experts (with expertise in dermatology, clinical toxicology) proposed by A.I.S.E., are available to support DetNet subscribers on request. Such services provided by External Experts may include carrying out classification assessments for the Subscriber on request or providing a second opinion on a classification derived by the Subscriber’ Nominated Expert.

The Subscriber is not obliged to use the services of the DetNet External Experts. However, should he decide to do so, then contractual obligations pertaining to services related to classification assessments by External Experts for the Subscriber, including any fees, will be subject to an Agreement between the External Expert and the Subscriber.

# INTELLECTUAL PROPERTY

## The data made available on DetNet are proprietary. Nothing in this Agreement constitutes a transfer of ownership of any such data to the Subscriber. It is acknowledged that the right, title and interest into the data shall remain with the DetNet Subscriber having contributed the data into DetNet or, be where such data has been contributed by A.I.S.E, it shall remain with A.I.S.E.

## Nothing in this Agreement is intended to give or shall be interpreted as giving a license or granting usage rights, express or implied, under any patents or other intellectual property rights. The Subscriber is only granted the right to use the data made available in DetNet for the sole purpose of compliance with its classification obligations under the CLP Regulation.

# CONFIDENTIALITY AND RESTRICTIONS ON USE OF CONTENT

## As set out in article 4.2 , access by the Nominated Experts to DetNet is subject to the signing of a Non-Disclosure Agreement with A.I.S.E. regulating their obligations with respect to the data made available in DetNet. Subscriber undertakes to ensure that the Nominated Experts are in a position to comply with these confidentiality obligations and not to undertake anything which may undermine their capacity to comply with these confidentiality obligations.

## Subscriber undertakes to ensure that the information made available in DetNet and accessed by the Nominated Experts to derive classifications will not, at any time, without A.I.S.E.'s prior written permission, directly or indirectly be disclosed to any person or party whatsoever, whether external or internal to the Subscriber, unless such parties strictly need to receive and consider this information for the purposes of the classification under the CLP Regulation. The Subscriber shall also be responsible for storing of the Classification Records in a manner that ensures that it remains accessible only to the Nominated Experts and the persons who strictly need to receive and consider this information for the purposes of the classification under the CLP Regulation.

## The Parties acknowledge that access to the data made available in DetNet and to the Classification Record may have to be granted to the Competent Authorities of Member States of the European Union and/or countries within DetNet’s geographical scope in the framework of an inspection led by such Competent Authorities and whereby the hazard classification of formulations is checked. Such requests shall be handled according to the procedure outlined in Appendix 3.

## The provisions of this ARTICLE 6 - shall survive termination of this Agreement for a period of 10 years.

# LIABILITY

## General principle

The Subscriber is reminded that the CLP Regulation specifies that where suppliers in an industry sector cooperate through the formation of a network, each supplier shall remain fully responsible for the classification, labelling and packaging of substances and mixtures he places on the market, and for meeting any other requirements of the CLP Regulation (Annex I of the CLP Regulation, section 1.1.0, paragraph 3).

## Data made available in DetNet

The information and material contained in DetNet is offered in the utmost good faith by DetNet Subscribers and by A.I.S.E. The data made available in DetNet is believed to be accurate. Nevertheless A.I.S.E. makes no representation or warranties as to the completeness, accuracy adequacy, availability or timeliness of any information presented in DetNet, neither does it assume any responsibility or liability for any inaccuracy or incompleteness found in the data made available in DetNet.

A.I.S.E. shall not be liable for damages of any nature whatsoever resulting from any use made of or reliance on the content of DetNet and/or the data made available in DetNet. In particular A.I.S.E. and the DetNet Subscribers owning the data made available shall not be liable for any classifications based on data made available in DetNet. The Subscriber remains fully responsible for the classification of its products.

The Subscriber acknowledges that DetNet is a project of A.I.S.E. to help the detergent industry to meet its regulatory obligations under the CLP Regulation and that DetNet has not been endorsed by national authorities or by the European Commission.

## Access to DetNet system

DetNet is accessible from a desktop environment with Microsoft Windows, Mac OS and GNU/Linux. DetNet should be accessed using either Windows Internet Explorer version 8.0 or later or the latest version of Mozilla Firefox.

A.I.S.E. shall make all reasonable efforts to make the server available to the Subscriber's Nominated Experts on the Internet on a 24 hours and 7 days a week basis, excluding normal network administration and system down time, but if access is suspended or interrupted, A.I.S.E.'s liability shall be limited to restoring access to the server as soon as practicable after A.I.S.E.'s contracted IT company becomes aware of the problem.

A.I.S.E. reserves the right to modify the content, features, and functionality of the website on which DetNet is hosted, to shut down the website, and to limit or deny access to all or part of the website at any time, for any reason, without prior notice, and, to the extent permitted by law, will not be liable in any way to the Subscriber or any third party for any possible loss, liability or consequence of such actions.

A.I.S.E. will have no liability for any loss or damage arising out of the use or inability to use DetNet. No credit, refund or term extension will be granted because of downtime. To the extent permitted by law, in no event will A.I.S.E, its service providers, agents, employees or directors, be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with DetNet or the content of the website on which it is hosted or the inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if they are advised of the possibility of such damages, losses or expenses.

## Indemnification

To the extent permitted by law, the Subscriber shall indemnify, defend and hold harmless A.I.S.E and its directors, employees and agents, from any and all losses, injuries, liabilities, damages, fines, penalties, costs and expenses including reasonable attorneys' fees, resulting from claims made by any third party due to or arising out of the Subscriber's acts or omissions in connection with DetNet, including any claims arising out of your use of the data made available in DetNet, your violation of this Agreement or the DetNet Rules of Use, or your violation of any rights of a third party.

# RENEWAL OF SUBSCRIPTION – TERMINATION

## Termination by Subscriber and automatic renewal

Access to DetNet is granted for a Subscription Period which shall be automatically renewed for subsequent sequential Subscription Periods of 12 months, conditional upon payment of the Subscription fee for the new Subscription period, unless Subscriber terminates this Agreement by written notice sent to A.I.S.E. at the latest 30 calendar days before the expiry of the ongoing Subscription Period.

## Termination by A.I.S.E.

A.I.S.E may terminate this Agreement, and therefore the Subscriber's right to access and use DetNet and the data made available on DetNet, at any time during any Subscription Period with immediate effect subject to a written notice, if the Subscriber violates any provision of this Agreement either directly or through its Nominated Expert.

A.I.S.E. may also elect, at its discretion, to only suspend this Agreement if the violation appears to be minor (such as: a short delay in meeting any financial obligations) and grant the Subscriber a 30 day period to cure the violation. If the breach is cured in the specified period and the Subscriber receives written acknowledgement from A.I.S.E. that it considers the breach has been cured, then the notice of termination will be deemed void and have no effect.

In case A.I.S.E. would decide to stop operating DetNet, A.I.S.E shall inform Subscriber by a written notice of at least one calendar year. Access to DetNet will continue for a transitional period following the served notice.

## Effects of Termination

Upon termination of this Agreement for any reason whatsoever, the Subscriber will immediately cease using DetNet and the passwords and username granted to its Nominate Experts will be immediately cancelled and de-activated.

However, the Subscriber will be entitled to keep the data made available in DetNet as recorded in a Classification Record in its possession for as long as it is under any classification obligation pursuant to the CLP Regulation with respect to the related mixtures, provided it has collected this data in accordance with the purpose of this Agreement.

If the data accessed and used by the Subscriber through its Nominated Expert(s) has been improperly used, i.e. in contradiction with the purpose set out in this Agreement, then the Subscriber shall return any collected data on whichever medium to A.I.S.E. promptly upon termination.

Upon termination of this Agreement for any reason whatsoever, the Subscriber will have no claim against A.I.S.E., for compensation of loss of business or goodwill for any other damages that may result from such termination of this Agreement.

Upon Termination of this Agreement for any reason whatsoever, should the Subscriber subsequently undergo an inspection and need the competent authorities carrying out the inspection to access certain data used at the time of subscription, the Subscriber will be entitled to request these data from A.I.S.E. However, A.I.S.E. reserves the right to request an administrative fee.

# MISCELLANEOUS

## The Subscriber may neither assign nor transfer its rights and obligations under this Agreement, including to any of its Affiliates or to a legal successor in ownership by sale, division, merger or consolidation of all or substantially the whole of its business, without A.I.S.E.'s prior consent.

## This Agreement can be amended only by written document agreement duly signed by both Parties.

## The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. To the extent one or more provisions of this Agreement is or becomes invalid or non-binding, such (part of) provision(s) shall be replaced by provisions which are valid and binding and the legal effect of which, given the contents and purposes of this Agreement, is, to the greatest extent possible, similar to that of the invalid or non-binding (part of) provision(s).

## No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise preclude any further or other exercise of any such right, power or privilege.

## All notices, requests, demands, and other communications to be given under this Agreement (other than routine operational communications) will be in writing and will be delivered either by hand or by overnight mail, at the addresses mentioned at the beginning of this Agreement. All notices shall be effective on the date received.

# GOVERNING LAW AND JURISDICTION

## This Agreement shall be governed in all respects by the laws of Belgium.

## The Parties agree that the courts of Brussels shall have exclusive jurisdiction to settle any dispute which may arise under or in connection with this Agreement.

**ARTICLE 11 –** **PROCESSING OF PERSONAL DATA**

11.1 Pursuant to the Belgian law of 30 July 2018 on the protection of natural persons with regards

to the processing of personal data, information that may be required from the consultant in relation with the present Agreement are those needed in the frame of the service delivery. Such information will be used by A.I.S.E. for the sole requirement of the execution of this Agreement. It will be handled as per the A.I.S.E. privacy policy statement outlined in Appendix 4.

**Signed on ………………………………………….. in Brussels and in ……………………………in two originals, each Party having received its original.**

**Signed for and on behalf of *“A.I.S.E.”* Signed for and on behalf of the *“Subscriber”***

Alexis Van Maercke [Name]

Director General [Function]

**Appendix 1**

**Data sharing format to be used for reference formulations in DetNet**

DetNet includes reference formulations supplied by DetNet Subscribers or by A.I.S.E. The data provided to A.I.S.E. for each reference formulation comprise full compositional details, physicochemical data and actual test report(s). Data on reference formulations supplied after 1st June 2013 will also include a study summary (with assigned Klimisch score). Such data may be used to derive classification of a product under CLP Regulation.

In order to protect any confidential information of the contributing DetNet Subscribers, it has been agreed that the reference formulation compositional details will be declared in DetNet according to the data sharing format detailed below.

**Data sharing format**

The data to be made available on each reference formulation is considered as being sufficient for an expert to independently classify the final mixture yet protect the trade value of the Company if this data was to be made available to a different company’s expert.

Full compositional disclosure of the reference formulation is not needed in the DetNet Database. However, it is necessary to disclose information critical regarding classification of the mixture for skin and eye irritation/corrosion endpoints.

The basic elements of availability of information on reference formulations in the DetNet Database are:

**No disclosure:**

* The name of the company providing the reference formulation information and the trade name of the mixture are not disclosed (full anonymity).
* A.I.S.E. will continue to maintain a system of naming and coding to ensure links to any actual test data but to maintain anonymity.

**Disclosure:**

1. Product type e.g. Hand dish washing liquid, powder laundry detergent, liquid laundry detergent, all-purpose cleaner liquid, etc.
2. Study summaries: The experimental test data are shared using study summaries. Anonymous copies of the original test reports are kept on record at A.I.S.E.
3. Physical-chemistry properties: Information as to the physical-chemistry properties is needed to facilitate expert evaluation and comparison between formulations:

3.1 Physical form e.g. free flowing liquid, viscous liquid, solid, powder, granules, paste, spray, etc.

3.2 pH of the mixture (neat for liquids; 10% solution for powders).

3.3 Acid/alkaline reserve - mandatory where pH is ≤ 2 or ≥ 11.5 (in other situations quoted as applicable and if available). To be expressed as the equivalent weight of sodium hydroxide (grams) per 100 g of test material.

1. Ingredients:

Full disclosure (e.g. trade names, CAS numbers) is not required for all ingredients. A generic naming nomenclature similar to that used in the current A.I.S.E. DPD Guidelines (e.g. builder, polymer, softening agent) will be used for ingredients not classified as hazardous for skin/eye effects except where such substances may mitigate the irritancy potential of the mixture.

4.1 All irritant/corrosive substances ≥ 1%

The concentration (as %w/w), chemical name and CAS number will be disclosed for all irritant/corrosive substances present at ≥ 1%, unless there is a lower specific concentration limit. CLP skin/eye classification would also be disclosed plus, if applicable, details of any specific concentration limits.

* 1. Surfactants

Full disclosure (e.g. trade name) is not necessary. Surfactants in existing reference formulations (i.e. those supplied before 1st June 2013) will be identified using the CESIO nomenclature as outlined in “*Classification and Labelling of Surfactants for human health hazards according to the DSD – CESIO recommendations for anionic and non-ionic substances*”. Surfactants in reference formulations supplied after 1st June 2013 will be identified using CLP/REACH nomenclature.

4.3 Since skin penetration enhancers (alcohols/solvents) can have a critical impact on test results, so all alcohols/solvents present at ≥ 1% regardless of their classification will be disclosed (chemical name and CAS number).

4.4 Further consideration may need to be given to naming of other substances such as alkanolamines, silicates plus fatty acids and glycerols (the latter which may mitigate some dermal effects) where such substances may not be classified as hazardous for skin/eye effects.

4.5 Dyes, fragrances, preservatives, enzymes, chelators – full disclosure and naming/CAS number would not be required. However, any individual irritant/corrosive substance present at ≥ 1% (or below 1% in the case of a lower specific concentration limit) will be disclosed.

4.6 Builders (e.g. citrates, zeolites) carbonates and polycarboxylates – full disclosure and naming is not required. However, any individual irritant/corrosive substance present at ≥ 1% (or below 1% in the case of a lower specific concentration limit) will be disclosed.

N.B. Declaration of reference formulation ingredients according to the data sharing format means that reference formulation compositions may not add up to 100%.**Appendix 2**

**Non-disclosure Agreement for Nominated Experts**

**For the A.I.S.E. Detergent Industry Network for CLP Classification**

This Agreement is made between:

**A.I.S.E. A.I.S.B.L.** (also known as the International Association for Soaps, Detergents and Maintenance Products) with registered office located at Boulevard du Souverain 165, 4th floor, 1160 Brussels, Belgium, registered in the register of legal entities (district of Brussels) under number 0538.183.615, duly represented by Mr. Alexis Van Maercke, Director General (hereinafter referred to as “**A.I.S.E.**”),

And

«EXPERT» NAME , with domicile located at (ADDRESS) ,( hereinafter referred to as the “**Expert**”),

And

COMPANY NAME, with registered office located at (ADDRESS), duly represented by NAME + TITLE (hereinafter referred to as “**Company**”.

Hereinafter collectively or separately referred to as the “**Parties**” or a “**Party**”.

**PREAMBLE**

A.I.S.E. is involved in the implementation of Regulation (EC) No 1272/2008 of 16 December 2008 on classification, labelling and packaging of substances and mixtures (“**CLP Regulation**”) and provides support to the detergent industry with the classification & labelling requirements for detergents and maintenance products derived from the CLP Regulation.

A.I.S.E. has established and operates the "Detergent Industry Network for CLP Classification" ("**DetNet**", as further defined in article 1.5 below). “DetNet” was created in accordance with Annex I, section 1.1.0 of the CLP Regulation as a means for suppliers of products to cooperate through the formation of a network to share data and expertise when classifying substances and mixtures. “DetNet” is based on the former A.I.S.E. pool of reference formulation data in the A.I.S.E. irritancy and extreme pH database developed for the former A.I.S.E. approach on irritancy classification. It also incorporates additional formulations provided by companies participating in “DetNet”, and includes reference formulations tested in the framework of the A.I.S.E. in-vitro testing project.

“DetNet” is open to all companies that are "suppliers" in the meaning of article 2.26 of the CLP Regulation and that are required to comply with certain classification obligations under the CLP Regulation; It aims to provide “suppliers” with access to shared test data and expert judgment and allow for a science-based process for classification of detergent and cleaning products in compliance with the CLP Regulation.

 “DetNet” will incorporate a “Database” of tested reference formulations with associated study summaries.

Companies subscribing to “DetNet” will nominate experts for the purpose of identifying the relevant information on certain reference formulations which may be used to classify the subscribers’ own untested mixtures.

The security of the “DetNet” and the “Database” is a primary concern of “A.I.S.E.” and given the sensitive and confidential nature of the data that will form the basis of the “Database”, companies owning the data have accepted inclusion of such data on the condition that the nominated “Experts” accessing the “DetNet” and the “Database” commit to confidentiality obligations;

The “Expert” is employed by or has entered into a service agreement with the Company, under which he/she performs certain services regarding the classification under the “CLP Regulation” of the Company’s products, including the establishment of a “Classification Record” (the “Mission”) and has been nominated as “Nominated Expert” in the meaning of 1.10;

The Company has entered into a separate “A.I.S.E. Detergent Industry Network for CLP Classification Subscriber Agreement” under which it has become a “DetNet Subscriber”.

This Agreement defines under which terms and conditions the “Expert” may access the “DetNet” and the “Database” so as to complete its “Mission”.

**HENCE IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1 – Definitions**

1.1 “**Affiliates**” means any legal entity controlling, controlled by or under common control with, either directly or indirectly, a “Party”. For these purposes, “control” shall refer to: (i) the possession, directly or indirectly, of the power to direct the management or policies of a person, whether through the ownership of voting rights, by contract or otherwise; or (ii) the ownership, directly or indirectly, of 50% or more of the voting rights or other ownership interest of a person.

1.2 The “**Agreement**” means this Non-Disclosure Agreement for “Experts” setting out their secrecy obligations in relation to any information made available to it in the framework of “DetNet”, as amended from time to time;

1.3 The “**CLP Regulation**” has the meaning set forth in the Preamble;

1.4 The “**Database**” means the database of tested reference formulations with associated study summaries and selected compositional details, set up for the purpose of “DetNet” and populated with reference formulations supplied by “DetNet Subscribers”;

1.5 “**DetNet**” means the "Detergent Industry Network for CLP Classification", which is based on a database established and operated by A.I.S.E. comprising tested reference formulations supplied by DetNet Subscribers and by A.I.S.E, as well as associated study summaries and selected compositional details;

1.6 The “**Classification Record**”means the document summarising the outcome of the Expert’s work on hazard classification of a mixture on behalf of a “DetNet Subscriber”. It will include *inter alia* the reference formulation(s) used to establish the classification and the compositional details of this reference formulation that are made available for use in the “Database”. “Classification Records” will be stored by the “DetNet Subscriber” having commissioned the classification of that particular mixture.

1.7 A “**Competent Authority**” means any national or supranational authority supervising or controlling the implementation of the CLP Regulation;

1.8 The “**Confidential Information**” means data or information, including without limitation, the Reference Formulations in the «Database» and the DetNet information that will be used in the “Classification Record”. While most of the “Confidential Information” is provided by companies, some of the study summaries have been generated by A.I.S.E.;

1.9 “**DetNet Subscriber**” means a legal or natural person that corresponds to the definition of “supplier” under article 2.26 of the CLP Regulation, active in the field of detergents and cleaning products and required to comply with certain classification obligations under the CLP Regulation. The “DetNet Subscriber has subscribed to use “DetNet”. “DetNet Subscribers” must nominate Experts for the purpose described in 1.10.

1.10 “**Nominated Expert**” means a suitably qualified and experienced scientist with the scientific competence and skills to carry out hazard classification of detergents products as per the CLP Regulation. “Nominated Experts” are nominated by “DetNet Subscribers” for the purpose of identifying the relevant information on certain reference formulations which may be used to classify the Subscribers’ own untested mixtures.

1.11 The “**Mission**”” has the meaning set forth in the Preamble;

**ARTICLE 2 – Training**

The “Expert” warrants that prior to start using “DetNet” for the purpose of the “Mission” he/she will have completed within the first month of the Company’s membership the training specifically established to train “Nominated Experts” on the correct use of “DetNet”. The Training is available in the “DetNet” Members Area as an online webinar. It includes *inter alia* information on the “DetNet” web tool usage (explaining the user manual) and associated procedures; classification process (based on A.I.S.E.’s classification explanatory notes) and classification records.

**ARTICLE 3 – Confidentiality obligations**

3.1 The “Expert” recognizes that in connection with the consultation of “DetNet” for the purpose of the “Mission”, he/she will receive access to “Confidential Information”. The “Expert” acknowledges that all “Confidential Information” is proprietary to and for “DetNet Subscribers” that have agreed to include it into the “Database”. It is a valuable trade secret and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to the “DetNet Subscribers” concerned. The “Expert”, therefore, irrevocably and unconditionally undertakes that:

3.1.1 he/she will treat and safeguard the “Confidential Information” as confidential

3.1.2 he/she will not use the “Confidential Information” for any purpose other than strictly and directly in connection with the “Mission”;

3.1.3 he/she will not, at any time, without A.I.S.E.’s or the data owner’s or the Company’s permission, as relevant, directly or indirectly disclose or reveal any “Confidential Information” to any person or party whatsoever, whether external or internal to the “Company” or any of its “Affiliates”, including any directors, officers, employees, agents, advisers or contractors of the “Company” or any of its “Affiliates”;

3.1.4 he/she will not duplicate the “Confidential Information” except as absolutely necessary for the fulfillment of the «Mission».

3.2. This Agreement shall not affect the «Expert»’s right or obligation to “Confidential Information”:

3.2.1 which he/she can demonstrate to have been in the public domain through no wrongful act of the “Expert” prior to the date of the “Expert”’s first consultation of “DetNet” and the “Database” in relation to the “Confidential Information” concerned;

3.2.2 which becomes part of the public domain by publication or otherwise not due to any unauthorized act or “Mission” on the part of the “Expert”;

3.2.3 which the “Expert” can show by written records to have been disclosed to the “Expert” on a non-confidential basis by a third party having a lawful right to do so;

3.2.4 which a national Competent Authority requests in the framework of an inspection and where the “Expert” is requested by an inspector to review a Classification Record he/she has established; in the framework of DetNet disclosure of Confidential Information to the Competent Authorities in the framework of an inspection shall follow the procedure specifically defined and presented in Appendix 1.

3.3.5. which he/she is obliged to disclose by virtue of a court decision against which no further appeal is open.

3.3 The “Expert” and the “Company” jointly and severally agree to indemnify and hold harmless the owner of the “Confidential Information” whose “Confidential Information” the “Expert” may access in the framework of his/her “Mission” from and against all claims, liabilities, losses, damages and expenses as incurred (including reasonable legal fees and disbursements of legal counsels), relating to or arising out of a violation of the confidentiality obligations contained herein.

3.4 Except where expressly specified otherwise, the undertakings entered into by the “Expert” and the “Company” under this “Agreement” are for the benefit of the owner whose Confidential Information the “Expert” may access in the framework of his/her “Mission”.

**ARTICLE 4 - ADDITIONAL OBLIGATIONS OF THE “EXPERT” AND THE “COMPANY”**

4.1 The Parties hereby agree that the access to “DetNet” and the “Database” and any rights under this Agreement are granted to the ‘Expert’ on an *intuitu personae* basis. The “Expert” may not assign or otherwise transfer its access to the “DetNet” and the “Database” to any person or entity without the prior written consent of A.I.S.E. Neither the “Expert” nor the “Company” may assign or otherwise transfer their rights or obligations under this Agreement to any person or entity without the prior written consent of A.I.S.E.

4.2 The “Company” shall ensure that adequate measures are taken to allow the “Expert” to keep the “Confidential Information” in a secure manner to avoid any unauthorized disclosure of such “Confidential Information” within or outside of the “Company” and shall ensure that the “Expert” is put in the best possible circumstances to comply with his/her obligations set forth in this Agreement.

4.3 Upon termination of its employment contract with the “Company” for any reason whatsoever, the “Expert” and/or the “Company” shall immediately return all “Confidential Information” including copies or other written or physical embodiments of, or containing, such “Confidential Information” to A.I.S.E. with the exception of any document or information which the “Company” is compelled to retain for the purposes of the “Mission” or of its own legal obligations.

**ARTICLE 5 – DURATION**

The undertakings set out in this “Agreement” shall be binding on the “Expert” and on the “Company” for the whole term of the “Expert”’s employment by or services agreement with the “Company” and for a term of 10 years thereafter, starting at the date of signature of this “Agreement”. The parties acknowledge that this duration is warranted by the fact that the “Confidential Information” may retain its value as a trade secret for an indefinite time in the future and thus a disclosure even in the distant future may still cause irreparable harm to the “DetNet Subscriber” concerned.

**ARTICLE 6 – NO WARRANTY**

6.1 Nothing in this Agreement will be deemed to be a representation or warranty by A.I.S.E., its employees, agents, directors or members regarding the accuracy, safety or usefulness for any purpose of the “Confidential Information” at any time made available by A.I.S.E. in the “Database”. A.I.S.E. will have no liability whatsoever should any part of the classification of any products of the “Company” be questioned in any manner or considered inaccurate, incomplete or insufficient for the purposes of compliance with the “CLP Regulation”’s requirements and provisions.

6.2 Except in the case of fraud (*dol/bedrog*) or intentional misconduct (*faute intentionnelle/opzettelijke fout*), A.I.S.E. shall not be liable for any direct, indirect or consequential loss or damage suffered by the “Expert” or the “Company” or any of its “Affiliate” as a result of its relying on any information contained in or omitted from any “Confidential Information”.

**ARTICLE 7 – INTELLECTUAL PROPERTY**

Nothing in this Agreement constitutes a transfer of ownership of “Confidential Information” to the “Expert” or the “Company”. The “Expert” and the “Company” acknowledge that the right, title and interest in the “Confidential Information” shall be and remain the exclusive property of the owner. Nothing in this “Agreement” is intended to give or shall be interpreted as giving a license or granting usage rights, express or implied, under any of the relevant “DetNet Subscriber”’s patents or other rights to A.I.S.E., the “Expert” or the “Company”. For the sake of clarity, this provision shall not prevent the “Expert” from carrying out the “Mission”.

**ARTICLE 8 – MISCELLANEOUS**

8.1 This “Agreement” can be amended only by written agreement duly signed by all “Parties”.

8.2 The provisions of this “Agreement” shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. To the extent one or more provisions of this “Agreement” is or becomes invalid or non-binding, such (part of) provision(s) shall be replaced by provisions which are valid and binding and the legal effect of which, given the contents and purposes of this “Agreement”, is, to the greatest extent possible, similar to that of the invalid or non-binding provisions.

8.3 No failure or delay in exercising any right, power or privilege under this “Agreement” will operate as a waiver of it, nor will any single or partial exercise preclude any further or other exercise of any such right, power or privilege.

8.4 All notices, requests, demands and other communications to be given under this “Agreement” (other than routine operational communications) will be in writing and will be delivered either by hand, by overnight mail, by fax, or by email. Notices sent by email shall also be sent by hand, overnight mail, or by fax if not acknowledged by the receiving party within two business days. All notices shall be effective on the date received.

8.5 This “Agreement” is governed by Belgian Law. The “Parties” agree that the courts of Brussels, shall have exclusive jurisdiction to settle any dispute which may arise under or in connection with this “Agreement”.

**ARTICLE 9 –** **PROCESSING OF PERSONAL DATA**

9.1 Pursuant to the Belgian law of 30 July 2018 on the protection of natural persons with regards

to the processing of personal data, information that may be required from the consultant in relation with the present Agreement are those needed in the frame of the service delivery. Such information will be used by A.I.S.E. for the sole requirement of the execution of this Agreement. It will be handled as per the A.I.S.E. privacy policy statement outlined in Appendix 4.

**Signed on ………………………………….202.... in Brussels and in ………………………………………………………. in two (2) originals, each “Party” having received its original.**

**Signed for and on behalf of “A.I.S.E.” Signed for and on behalf of the “Company”**

……………………………………………… …………………………………………………………….

Alexis Van Maercke Name
Director General Function

**Signed by the «Expert»**

………………………………………….
Name
function

**Appendix 3**

**Procedure for access to detailed information on Ref3erence Formulations by Enforcement Authorities**

1. **Background and scope**

In case of local enforcement inspections under CLP Regulation (EC) No. 1272/2008, companies using DetNet to classify their products for skin and eye irritancy endpoints (i.e. by comparison of a product to Reference Formulation(s) using bridging principles) may be requested to provide detailed documentation justifying the classification and labelling of the product. In this case, DetNet Subscribers are permitted to share the Classification Record (i.e. containing compositional details of any Reference Formulations and the CLP bridging principle(s) used for the classification), and subsequently associated study summaries if needed, with the enforcement authority without prior notification to the DetNet Manager.

Where a DetNet Subscriber manufactures private label products for a third party (e.g. retailer) and is by their contractual relationship responsible for classification, the Classification Records will be stored by the DetNet Subscriber and cannot be transferred to the third party. In case of local CLP enforcement inspections of such products, the DetNet Subscriber shall share the Classification Record(s) with the enforcement authority directly.

The enforcement authority carrying out the inspection may subsequently request detailed information on the Reference Formulations used for the classification (i.e. full compositional details and/or full study reports). However, the full compositional details and/or full study report(s) of the Reference Formulation(s) used are not available at the inspected company, but filed in the A.I.S.E. data files (unless the inspected company is the Reference Formulation(s) owner).

This document describes the various steps to be taken for giving access to this information on Reference Formulations to enforcement authorities. This procedure refers only to the information made available to A.I.S.E. by the Reference formulation company owners.

1. **Data handling**

The Reference Formulation(s)’s full compositional details and full study report(s) provided by A.I.S.E. to the enforcement authority in case of inspection are confidential.

A.I.S.E. will ensure that this data provided to the authority is marked confidential and indicate that it should not be shared with the company being inspected by the authority. The data should be used only once for the purpose of the specified inspection and should be destroyed after completion of the investigation by the authority.

1. **Procedure**

In case of an inspection carried out in a company having used data from the Database, and in case the enforcement authority requires detailed information on the Reference Formulation(s) used to derive classification (i.e. full compositional details and/or full study report(s)), the following procedure should be followed:

1. The inspected company shall inform A.I.S.E. about the need to disclose detailed information on the Reference Formulation(s) used, using the template letter in annex 1. The inspected company should ask the inspector for an addressee, a direct postal address and a direct email address of the requesting authority which can be used by A.I.S.E. to send the data in question. In order to ensure traceability, this request for data shall always be placed in writing to A.I.S.E. by registered letter. In parallel, the request can be placed electronically, but only in order to help speed up the process.
2. Upon receipt of the request, A.I.S.E. sends full compositional details and/or full study report(s) of the Reference formulation(s) used to the requesting authority by registered letter. All documentation submitted by A.I.S.E. directly to the authority will be clearly marked ‘confidential’ and ‘not to be shared with the company being inspected’. Once A.I.S.E. has submitted the required data to the authority, A.I.S.E. will inform the inspected company that the data have been sent to the inspector.

All participants in this information chain will have to make sure that the notifications and requests for detailed information are communicated without delay.

A.I.S.E. will keep a record of such requests for detailed information from inspecting enforcement authorities and the data shared pursuant to them, and will inform DetNet Subscribers as appropriate (information shared with DetNet Subscribers limited to country(ies) of inspection and product category(ies)).

1. **In case of litigation**

If an enforcement authority disagrees with the classification made by a company for its products, this might trigger the opening of a new procedure by which further disclosure of information might be requested. However, in this case, the request will be made by the company requesting the data to A.I.S.E.,and A.I.S.E. will inform the Reference Formulation company owner of the request. Confidentiality/ownership issues will be settled by legal means between the two companies.

Schedule 1 shows a template letter to be sent by the inspected company to A.I.S.E. requesting data disclosure to the inspecting enforcement authority.

Schedule 2 shows a template letter covering data disclosure by A.I.S.E. to the inspecting enforcement authority.

*Schedule 1: Template letter to be sent by the inspected company to A.I.S.E. requesting detailed information disclosure to the inspecting enforcement authority*

Dear………………………………[[1]](#footnote-1)

On ………………[[2]](#footnote-2) our company ……………………………………[[3]](#footnote-3) was inspected by the ………………[[4]](#footnote-4) Enforcement Authorities with respect to the CLP Regulation (EC) No. 1272/2008.

Following this inspection, we have been asked to provide the authorities with detailed information on the Reference formulation(s) used in the classification.

We use for deriving the product classification and labelling Reference formulation(s) whose detailed confidential information are filed in the A.I.S.E. data files. The details are summarized in the below table.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Product inspected:Brand nameProduct category | DetNet Reference formulation number(s) | Endpoint under investigationSkin and/or eye irritancy (specify as appropriate) | Information to be sent:Full compositional details and/or full study reports (specify as appropriate) |
| 1 |  |  |  |  |
| 2 |  |  |  |  |

We would like to ask you to send to the inspecting authorities, as soon as possible after receipt of this letter, the relevant information as listed above.

All the materials should be sent for the attention of the following person ……………………………………[[5]](#footnote-5) at

the following postal address ………………………………………………………………….(and email address: ………………………………………….)[[6]](#footnote-6).

The transmitted information should clearly be marked “confidential” and A.I.S.E. should remind the authorities that the information is not to be shared with our company. We also commit to refrain from attempting to access any confidential or proprietary information transmitted by A.I.S.E. to the authorities in the context of this inspection.

We would also ask you to send me confirmation (to the following address ………………………………….. and e-mail address: ………………[[7]](#footnote-7)) that the data have been sent to the authorities.

You agree that our company name and product brand name will be kept confidential.

I would like to thank you for a swift response and remain

Yours sincerely,

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: ……………………………………………………

Date: …………………………………..

*Schedule 2: Template of the letter to be sent by A.I.S.E. to the authorities that made the inspection on classification and requested detailed information.*

Dear………………………………[[8]](#footnote-8)

On ………………[[9]](#footnote-9), you inspected the company ……………………………………………[[10]](#footnote-10) with respect to the CLP Regulation (EC) No. 1272/2008.

Following this inspection, we have been asked to provide you with additional information related to A.I.S.E. Detergent Industry Classification Network for CLP Classification (DetNet) Reference formulations used in the classification(s). The details are summarized in the below table.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Product inspected:Brand nameProduct category | DetNet Reference formulation number(s) | Endpoint under investigation:Skin and/or eye irritancy (specify as appropriate) | Information sent:Full compositional details and/or full study reports (specify as appropriate) |
| 1 |  |  |  |  |
| 2 |  |  |  |  |

Please note that all information from the A.I.S.E. DetNet data files remain the property of the individual

Reference formulation owners and should be kept confidential. Therefore we would ask you not to disclose the data provided to any third party, including the company inspected, in the course of or after the inspection, and to destroy all the files we have provided you with once your thorough assessment has been carried out.

With a separate mail, we will inform the inspected company about the submission of the data to your attention.

Yours sincerely,

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: ……………………………………………………

Date: …………………………………..

**APPENDIX 4**

**A.I.S.E. PRIVACY POLICY STATEMENT**

**Provision to inform subscribers/experts about the processing of their personal data.**

A.I.S.E. is committed to handle and protect the personal data it collects in compliance with applicable data protection laws, including the General Data Protection Regulation (“GDPR”).

A.I.S.E. may process the following personal data concerning the Subscriber or Expert (hereafter “the User”) or the contact person(s) within the Subscriber or Expert Legal Person (hereafter “the Contact Person”): identification data (e.g., first name, name, national identity number), contact data (e.g., email address, telephone number, postal address), personal information (e.g., date of birth, citizenship) and/or financial data (e.g., bank account details).

A.I.S.E. only processes these data for the purposes of managing, administering, monitoring and supervising the carrying on of the agreed services as well as for management of the agreed fees.

Such processing is based on the agreement between A.I.S.E. and the User, is legally required (e.g., under finance law) to manage the invoices or is necessary for A.I.S.E.’s proper functioning (its legitimate interest to conduct a business) as for the processing of the Contact Person’s data.

Data are provided to A.I.S.E. by the User or the Contact Person himself/herself. Data are not transferred to third parties unless A.I.S.E. is required by law to do so. Data will not be transferred outside of the European Economic Area (EEA), unless adequate protective measures are in place.

A.I.S.E. will only keep the data for the duration of the contractual relationship or of a project and for a period of time thereafter if required by applicable law or if in the primary interests of the data subject.

At any time and under conditions laid down in the GDPR, the User and the Contact Person may obtain information on the processing performed, the rectification of inaccurate data, the erasure of data, the restriction of the processing or may object to the processing. They also have the right to lodge a complaint with the data protection authority (<https://www.dataprotectionauthority.be/>).

The User or legal person undertakes to inform the Contact Person(s) within its company that his/her personal data are processed by A.I.S.E. for the mentioned purposes and of the existence of her/his rights.

The full A.I.S.E. privacy policy is available upon request to the A.I.S.E. Secretariat.

1. Insert the name of the contact person in A.I.S.E. [↑](#footnote-ref-1)
2. Insert the date on which the authority inspected the company [↑](#footnote-ref-2)
3. Insert the full name of the company that has been inspected by the authority [↑](#footnote-ref-3)
4. Insert the indication of the Member State whose authority made the inspection [↑](#footnote-ref-4)
5. Insert the name of the inspector and/or the person indicated by him/her at the authority offices that should receive the data [↑](#footnote-ref-5)
6. Insert full postal address of the authority where the data should be sent. Ideally this should include an email address to speed up the process [↑](#footnote-ref-6)
7. Insert your own postal address and email address [↑](#footnote-ref-7)
8. Insert the name of the contact person in the authority [↑](#footnote-ref-8)
9. Insert the date on which the authority inspected the company [↑](#footnote-ref-9)
10. Insert the full name of the company that has been inspected by the authority [↑](#footnote-ref-10)