



Revised: 05.12.2018

Adapted with reference to new legislation, Order No. 669/2019: 05.07.2019

## DELIVERY CONDITIONS

for the provision of dose monitoring services using personal dosimeters

1. These delivery conditions apply to the delivery of dose monitoring services using personal dosimeters from the personal dosimetry laboratory at the Danish Health Authority, Radiation Protection (hereinafter referred to as SIS PL).

In the following, the following terms are used:

- a. "responsible party" means the undertaking or employer responsible for compliance with the requirements for dose monitoring under the provisions of Chapter 2 of the Danish Health Authority's Executive Order on Ionising Radiation and Radiation Protection, Order No. 669/2019, and all related obligations.
  - b. "contact person" means the person designated by the responsible party as recipient of the results of dose monitoring at the delivery address.
  - c. "the customer" means the party contracting the provision of SIS PL's dose monitoring services.
2. The provision of SIS PL's dose monitoring services using personal dosimeters includes the following:
    - a. Supply of personal dosimeters.
    - b. Reading of the personal dosimeters supplied by SIS PL.
    - c. Reporting the results of the readout to the person in charge.
    - d. Reporting the results of the readout to the Danish Health Authority's Register for Personal Dosimetry.
    - e. Reporting of elevated doses to the Danish Health Authority.
  3. The agreement for dose monitoring and ordering of personal dosimeters is concluded by filling in the laboratory's assigned order forms and SIS PL's acceptance thereof.

In special cases and after agreement with SIS PL, the conclusion of the agreement and the order may be done by other means. In such cases, the customer must state the following:

- a. CVR and P number or customer number of the responsible party (if already assigned).
  - b. Delivery address for the dosimeters.
  - c. The contact person of the responsible party.
  - d. Invoicing address and EAN number (if applicable), requisition number and invoice contact.
  - e. Name and social security number of all persons to be monitored.
  - f. Personal dosimeter needs regarding type of personal dosimeter and number of each type of personal dosimeter, e.g. whole body dosimeters (TLD), finger dosimeters and/or neutron dosimeters etc.
  - g. Desired frequency of replacement of dosimeters. Final frequency is determined in agreement with SIS PL.
  - h. Duration of dose monitoring. If not specified, delivery will continue until the customer changes the order or cancels the agreement.
4. Further information about SIS PL's dose monitoring services and personal dosimeters can be found on the Danish Health Authority's website.
  5. The customer is obliged to inform SIS PL of any changes in the CVR and P numbers of the responsible party.
  6. In the event of changes to the order, including the group of persons to be monitored, need for personal dosimeters (type and number), frequency of replacement, delivery address, EAN number, requisition number or contact person, SIS PL must be notified by filling in a new order form, which must reach SIS PL no later than the 1st of the month for dosimeters to be used from the 15th of the same month and no later than the 15th of the previous month for dosimeters to be used from the 1st of the following month. Cancellations received by SIS PL later than the stated deadlines will be charged for the next measurement period, cf. point 10.  
Orders that reach SIS PL later than the above mentioned deadlines may be accepted by SIS PL. In these cases, SIS PL cannot guarantee that dosimeters can be delivered on time in relation to the requested commissioning date.
  7. An emergency service is offered for urgent dispatch of dosimeters for use within 48 hours of order acceptance. An agreement to this effect must be made by contacting SIS PL directly. A special fee is charged for this service, which is stated in the current price list on the Danish Health Authority's website.
  8. Dosimeters are continuously sent for use from the 1st or 15th of the month with the selected replacement frequency as long as the start date for the dosimeter's intended measurement period is earlier than the desired end date, although SIS PL determines a fixed customer-specific dispatch interval for all the customer's dosimeters.

9. Non- receipt of dosimeters must be reported within 5 working days of their intended commissioning date. After this time, SIS PL is no longer obliged to send replacement dosimeters.
10. An invoice is sent to the customer after the start of the measurement period. Payment is charged for each dosimeter at the prices that apply at the time of the start of the measurement period. The current prices (price list) can be found on the Danish Health Authority's website. Changes in prices are notified 6 weeks before they come into force by individual notification to the customer on e.g. the invoice or similar, and in connection with the notification, reference can be made to the Danish Health Authority's website.
11. All dosimeters are issued for loan by the customer and remain the property of SIS PL. SIS PL reserves the right to charge compensation for dosimeters lost or damaged while in the customer's custody. Prices for lost or damaged dosimeters are given in the current price list on the Danish Health Authority's website. A dosimeter will be considered lost if the customer fails to return the dosimeter within three months after the end of the measurement period. Dosimeters are supplied on the express understanding that they may not be passed on in any way, either directly or indirectly, to anyone other than dose-monitored persons at the responsible party specified by the customer.
12. It is the customer's responsibility that dosimeters are returned for readout at SIS PL as soon as possible after the expiry of the measurement period. SIS PL reports dosimeters that have not been received no later than one month after the end of the measurement period to the Danish Health Authority's Register for Personal Dosimetry. If the dosimeter is returned later than 3 months after the expiry of the measurement period, SIS PL cannot guarantee the reading of the dosimeter and the reporting of the result in the Danish Health Authority's Register for Personal Dosimetry, cf. point 18. In case of insufficient postage for returned dosimeters, SIS PL will charge a fee as specified in the current price list on the Danish Health Authority's website.
13. SIS PL is obliged to read out dosimeters as soon as possible after receipt, so that the responsible party can expect to receive the result of dose monitoring no later than 3 weeks after the expiry of the measurement period for those dosimeters received by SIS PL no later than 10 days after the expiry of the measurement period.
14. If an unusually high dose is suspected, SIS PL will read out a dosimeter within 24 hours of receipt, if agreed with SIS PL.
15. The result of the dose monitoring is communicated to the contact person specified in the order.

16. SIS PL submits the responsible party for registration in the Danish Health Authority's Register for Personal Dosimetry. SIS PL informs the Danish Health Authority when the agreement regarding the responsible party is terminated. As part of this, SIS PL passes on information to the Danish Health Authority about the persons who are monitored at all times.
17. SIS PL informs the responsible party and the Danish Health Authority when a dose exceeds the set value for notification, cf. section 85 of the Danish Health Authority's Executive Order on Ionizing Radiation and Radiation Protection.
18. SIS PL reports the result of the individual dose monitoring to the Danish Health Authority's Register for Personal Dosimetry no later than 4 weeks after the result is available, cf. section 87 of the Danish Health Authority's Executive Order on Ionizing Radiation and Radiation Protection.
19. In accordance with applicable legislation, SIS PL obliges to treat as confidential any information received about and related to the customer, including information concerning the responsible party, which the customer or the responsible party has not disclosed themselves, irrespective of whether SIS PL has received the information from the customer or from others. However, SIS PL may publish or disclose confidential information to others if this is stated in these delivery conditions or if SIS PL is obliged by law or pursuant to law to publish or disclose. In other cases, publication or disclosure may only be made with the express consent of the customer. For any publication or disclosure of confidential information to others, except where this is done in accordance with these delivery conditions, SIS PL shall inform the customer of what information is published or disclosed, unless it is prohibited by law or pursuant to law to inform the customer thereof. In cases where SIS PL receives information about and related to the customer, including information regarding the responsible party, from others, SIS PL is not obliged to disclose to the customer the identity of the person in question.
20. SIS PL is not responsible for any failure to provide its dose monitoring services directly or indirectly caused by force majeure. In such cases, SIS PL informs the customer of the situation and informs the customer of when it is expected to be remedied. SIS PL will seek to overcome the force majeure situation as soon as possible. The force majeure situation does not in itself mean that the agreement is no longer valid.

Force majeure is deemed to exist if SIS PL is prevented, directly or indirectly, from fulfilling the agreement due to conditions that occur after the conclusion of the agreement and which are beyond SIS PL's control.

Force majeure may in particular occur in the event of extraordinary forces of nature, acts hostile to society, wars, terrorism, fires, vandalism, IT manipulation or other incidents that cause IT breakdowns, impossibility of obtaining necessary manpower, machinery, materials, etc., and labour disputes. Labour disputes are considered to be beyond the control of SIS PL regardless of whether SIS PL itself may be a party to the labor dispute. Force majeure also exists if the force majeure situation means that SIS PL can only fulfill its obligations by making disproportionate financial sacrifices.

21. No provisions in these terms and conditions can be interpreted as thereby changing the responsibility of the responsible party under the at any time applicable legislation and regulations in the field of radiation protection.
22. Changes to the terms and conditions of delivery shall be notified 6 weeks prior to their entry into force by individual notification to the customer, e.g. on the invoice or similar, whereby reference may be made to the Danish Health Authority's website in connection with the notification.
23. All disputes between the customer and SIS PL concerning the provision of dose monitoring services are subject to Danish law. All disputes are settled by the Courts of Denmark.
24. Pursuant to Article 79 of Directive 2013/59/Euratom, the Danish Health Authority ensures dose monitoring services in Denmark. The personal data received by SIS PL in order to provide this service, which is covered by these terms and conditions, is processed for the purpose of carrying out individual dose monitoring. The data will only be used for this purpose.
25. The SIS PL data protection policy can be found on the websites of the Danish Health Authority and the Ministry of Health: [www.sst.dk](http://www.sst.dk) / [www.sum.dk](http://www.sum.dk).
26. For all inquiries regarding the agreement, the following contacts must be used:

Phone: +45 44 54 34 56

Fax: 72 22 74 21

E-mail: [pl@sis.dk](mailto:pl@sis.dk)