# 

# Agreement between

|  |  |
| --- | --- |
| BASTAonline AB (”BASTAonline AB”) | Insert the name of the company (”Company”) |
| Postal address: | Postal address: |
| Box 210 60  100 31 Stockholm | Enter address |
| Organisation number: | Organisation number: |
| 556719–5697 | Enter organisation number |
| Responsible for the agreement: | Responsible for the agreement: |
| Pehr Hård | Enter name |
| Title: | Title: |
| VD | Enter title |
| Telephone number: | Telephone number: |
| 010-788 65 00 | Enter telephone number |
| Mobile number: | Mobile number: |
| +46 76 – 117 69 50 | Enter telephone number |
| E-mail address: | E-mail address: |
| pehr.hard@ivl.se | Enter e-mail address |

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# 1 Introduction

IVL Svenska Miljöinstitutet AB and Byggföretagen mutually owns BASTAonline AB who’s main business is the operations of the BASTA-system.

The BASTA-system contains a public accessible database where suppliers and manufacturers of building- and construction products register articles that meet the BASTA-systems requirement concerning substances with hazardous properties.

Registration of articles can be done according to the properties criteria for BASTA, BETA, DECLARED or the product category ELEKTRONICS.

# 2 Grant, start-up

This cooperation agreement gives the Company the right to use the BASTA-system for the registration of self-produced and purchased articles in accordance with the terms set out.

To be authorised to register articles in the BASTA-system’s database the following is required:

1. Create a user account on www.bastaonline.se
2. Connect to an existing company or register a new company
3. When registering a new company
   1. Register the company on BASTAonline and enter the requested information
   2. Sign this agreement (is signed by the Company and BASTAonline AB)
   3. After BASTAonline AB has received the agreement the company account is activated on BASTAonline
   4. When the company account is activated the user who created the company can invite other users to the company
   5. Invoice of annual fee is sent to the Company

The login information is only applicable to the Company’s registered contact and is personal. If additional users are to be invited to the company account, they shall create a personal user account, a personal login will be obtained upon registration.

Before the company may register articles in the BASTA-system, the Company needs to appoint a Company Responsible who for the Company holds the overall responsibility for registrations in the BASTA-system and for the fulfilment of the obligations set out in this agreement.

# 3 Qualifications, Terms of qualification for registration, monitoring/follow-up

## 3.1 Qualification at Company level

The company is obliged to ensure that its Company Responsible ensure that the following is carried out:

### 3.1.1 Establish a written routine for Company and product qualifications

The routine should include the work as specified in chapter “3.1 Qualification at the company level” and chapter “3.2 Qualification at the product level”

### 3.1.2 Ensure access to the requisite competence within the Company

The individuals who are responsible for managing the Company’s data used as a basis for the registration of articles in the BASTA-system should have:

* Adequate awareness of the chemical composition of the articles/products/components
* Adequate knowledge about the BASTA-systems criteria’s
* Adequate knowledge of health and environmental assessment of chemical substances
* Adequate awareness of REACH, the European regulatory system for chemicals
* Adequate knowledge of the classification and labelling of chemical substances according to CLP

Above mentioned competence should consist either of individuals employed at the Company or an, by the Company hired, external competence.

### 3.1.3 Establish a responsibility list

The company personnel who manage the supporting data and assessments for their registrations and who register the articles in the BASTA-system shall be specified in a responsibility list, with the names and the required competence according to the competence requirements set out in the BASTA-system. The Company must be able to substantiate the competence which is stated on their responsibility list by showing educational excerpts, CV, or other similar documents. The Company is obliged to undertake regular updates of its responsibility list with regards to personnel changes.

## 3.2 Qualification at product level

For a Company to be allowed to register the product in the BASTA-system we require that the company has and can present requisite evidence, which attests to that the product can be registered in accordance, with at each time prevailing, the Properties Criteria. The data must be documented in an assessment document which is prepared in accordance with the BASTAonline AB designated template or equivalent.

Proof that the Properties Criteria are met for the product shall comply with one of the following options:

### Complete knowledge of the content

For articles, or for each individual component of the product, where the Company itself is responsible for the content in the material, a description of how the assessment of the included substances health- and environmental properties are made in relation to the Properties criteria shall be offered. The documentation (with reference to this) should include the following information regarding the articles / each individual component:

1. Substances and/or raw materials
2. CAS number or equivalent identification
3. The substance or materials percentage by weight of the product or each relevant individual components' total weight, and
4. Detailed constituent substances' properties if relevant for qualification, according to the properties criteria

Complete content refers to all the constituent substances included in a product or sub-component with a general content ≥ 0.1%. For substances that have lower concentration limits in the properties criteria, substances that are summarized and substances with specific lower concentration limits for classification according to CLP, reporting to the lower concentration limits is required.

Exception for the accounting of CAS numbers can be made with regards to non-modified naturally occurring raw materials such as minerals, wood and similar articles whose chemical properties are deemed by the Company, to have no relevance for the registration.

### Safety Data Sheet

If the product, sub-component of the product or constituent substances have a Safety Data Sheet issued under Council Regulation (EC) No 1907/2006 section IV, it can serve as the assessment documentation.

If it is not clear from the Safety Data Sheet that the product meets the Properties criteria 5, 7-9, information requirements or if the reported substance content does not add up/match to a 100%, the company needs to request from its sub-supplier, a separate statement in the form of a "Sub-supplier declaration" according to a BASTAonline designated template or equivalent, which shows that the product meets the properties criteria.

### Already registered product/article

In cases where a product, or a sub-component of the product, is already registered in the BASTA-system, a reference to the registration shall be made.

### Sub-supplier declaration

To register the product, or sub-component of the product, which the Company does not itself manufacture, and when the manufacturer does not provide a full accounting of the chemical composition, it is requires that the Company can present a "Sub-Supplier Declaration," in accordance with the BASTAonline AB designated template or equivalent. During an Audit the company shall be able to produce such a declaration. At the Audit, the Company shall ensure that the sub-supplier on request can present supporting documentation which substantiates that the product meets the Properties criteria.

## 3.3 The updating and follow-up of registrations and amendments

The Company shall ensure that the person responsible for qualification ensures the accuracy of all product registration continuously throughout the full term and duration of the cooperation agreement and that the qualification responsible continuously monitors all changes in product composition and in the Properties criteria. Furthermore, the qualifications manager must undertake all product-related changes and/or updates that this entails in the current registers. For the validation of registrations, see chapter 6.

BASTAonline AB has the right to implement changes to the BASTA-system, the BASTA, BETA and DECLARED register and changes in the Properties criteria. Changes that entail a tightening of the rules of the Properties Criteria must be notified in writing at least six (6) months before they take effect.

# 4 Information transfer and confidentiality

BASTAonline AB is entitled to use the product information registered by the Company as well as other information provided upon registration in the BASTA-system

BASTAonline AB commits not to disclose information that BASTAonline AB received from the Company that are of such a nature that it is considered as the Company’s trade secret, such as information about the Company's operations, suppliers and underlying verifications that BASTAonline or the auditors obtain through this agreement. This obligation does not include information that is provided in the BASTA-systems register since that data is public, or such information which BASTAonline can show are generally known or enters the public domain, in other way than through a breach by BASTAonlines AB against the contents of this agreement. In addition, this obligation does not affect such information that BASTAonline AB are obliged to make available under a provision of law or regulation or by official regulatory decision.

All information on the BASTA-system, its structure, functions, and any future changes or developments that BASTAonline AB has not themselves made public, which the Company receives under this agreement, shall be treated as strictly confidential and may not be provided to third parties or published.

# 5 Personal data

As part of the fulfilment of providing the BASTA-system, BASTAonline AB will collect and process the personal data registered by the designated contacts at BASTAonline AB. In accordance with the EU Data Protection Regulation (EU 2016/679) ("Data Protection Regulation"), BASTAonline AB is the data controller responsible for collecting and processing the personal data.

The Company is responsible for informing the individuals concerned that the registration on [www.bastaonline.se](http://www.bastaonline.se) means that BASTAonline AB will collect and process the personal data as previously defined. Such individuals should also be informed how BASTAonline AB collects and processes personal data and that contact information for BASTAonline AB is available at [www.bastaonline.se](http://www.bastaonline.se).

# 6 Validation of registrations

Registration of articles under this Agreement shall be validated to ensure that the requirements in chapter 3 are continuously met. BASTAonline AB and the respective Company must therefore perform validations as follows:

BASTAonline AB shall:

1. Arrange/Undertake regular audits of the Company to maintain the credibility of the BASTA-system
2. Engage auditors to undertake validations in accordance with this agreement and meet the auditors’ costs during customary audits
3. Deregister articles or companies that violated the provision of this Agreement
4. Deregister articles if these according BASTAonline AB:s assessment are likely to be/can be assumed to be incorrectly registered

The Company shall:

1. Immediately deregister articles which are registered by the Company if these do no longer meet the properties criteria
2. Provide assistance during audits to the extent requested
3. During audit, as soon as possible but no later than two (2) weeks from the auditors’ request, make documentation be made available for the auditors’ review. The documentation must be in Swedish or English
4. Correct any deviations that were identified during Audit, no later than three (3) months after the deviation were noted by the auditor
5. Reimburse BASTAonline AB for any additional costs that occur if the auditor identifies severe deviations or deficiencies that require extensive additional work beyond a customary audit
6. A cancelation and/or rebooking of an audit must be made within fourteen (14) days prior to the planned audit date. However, if a cancelation or rebooking occurs later than the stipulated period, the Company must pay BASTAonline AB a compensation for costs incurred

In the event that BASTAonline AB discovers that a product, which is registered by the Company, no longer meets the properties criteria, the Company will be notified in writing. The Company must undertake a rectification of the product within thirty (30) days from the date of notification. BASTAonline AB will deregister the product from the BASTA-system if it is not remedied within the specified time.

If, for particular reasons, the Company can not disclose the chemical designation/name and associated CAS number of specific constituent substances in a product, they are entitled during audits to present content information where such confidential data are hidden. This is only allowed after a decision by BASTAonline AB board. However, it must be possible for the auditor to determine that the content information presented relates to the reviewed product and includes all substances included in the product.

In addition, in a clear and credible manner, the Company must report the classification of the constituent substances and other data indicating their health and environmental characteristics and which demonstrate that they meet the properties criteria to the auditor.

# 7 Term of agreement and termination

This agreement is valid from the date of the parties' authorized signing, and until December the 31, the year that the contract is signed and entered into. The contract period will be extended by one (1) year at a time unless one of the parties have terminated the contract with at least three (3) months written notice before the contract expiry date.

BASTAonline AB has also the right to terminate this agreement with immediate effect:

1. If the Company materially fails in his obligations under this Agreement and not completed the remedy within thirty (30) days from BASTAonlines written warning
2. If the company is declared bankrupt, goes into liquidation or otherwise can be assumed to have become insolvent
3. If the conditions for the operation of the BASTA-system changes significantly

Upon termination of the contract the Company product information in the BASTA-system will be de-registered.

A Company that is de-registered as a result of that the contract was terminated, due to what is stated in point a) above, has the right to enter into a new agreement for registration, after a new audit has taken place, and with regards to the Company, have a result BASTAonline AB deems to be satisfactory. All BASTAonline AB:s costs for such audit shall be reimbursed by the Company.

# 8 Applicable law and legal contention/ Governing Law and Dispute

This Agreement is governed by Swedish law. Disputes arising in connection with this cooperation agreement shall be finally determined by arbitration under the Rules for Expedited Arbitration of The Arbitration Institute of the Stockholm Chamber of Commerce.

The seat of arbitration shall be Stockholm. The procedural language shall be Swedish.

# 9 Marketing

The company has for the duration of this Agreement the right to refer to that their articles are registered in the BASTA-system and fulfils a certain criteria level in:

* Article/product documentation
* Digital media
* In direct proximity to the article

The following formulations shall be used:

”Article/product name” is registered in the BASTA-system and fulfils the criteria level XXXX.

The company also has the right throughout the duration of this Agreement to use BASTAonline AB:s registered trademarks, BASTA, BETA, BETA to BASTA, DECLARED, DECLARED to BASTA and ELECTRONICS in the article/product documentation, in digital media or in direct proximity to the registered articles (for example on shelf edges).

When the Company uses the formulation, ”Article/product name” is registered in the BASTA-system and fulfils the criteria level XXXX, or BASTAonline AB:s registered trademarks an explanation must also be given with the following content:

”A registration in the BASTA-system according to a specific criteria level means that we can verify that this article/product meets the BASTA-systems criteria for the specific criteria level. See [www.bastaonline.se](http://www.bastaonline.se) for more information about the systems criteria’s and the article/products current registration status”

If the trademarks are misused the following measures will be used:

* Correction of the use of the trademarks will be demanded in each timeframe. The extent of the timeframe will be determined depending on the type of the misuse and extent of misuse
* Follow up will be made regularly to make sure that the misuse of the trademarks has been corrected

The company also has the right throughout the duration of this cooperation agreement to use BASTAonline ABs registered trademarks in official documents such as an annual report or company presentations, although only in those cases where a reference is made to the Company's registration in the BASTA-system. The text can only refer to that the company has articles/products that are registered in the BASTA-system.

The Company has no right to use or register a trademark, article/product name or company that may be mistaken with BASTAonline ABs trademarks. The company acquires through this agreement no right whatsoever to BASTAonline ABs trademarks. BASTAonline Abs trademarks may only be used in accordance with and in the manner specified in this Agreement. BASTAonline AB reserves the right to take any legal actions that BASTAonline AB deems appropriate in respect of any unauthorized use of BASTAonline ABs trademarks in violation with this agreement.

# 10 Contingent/contractual liability

The signing Company is solely responsible for the information that they submit during their product registration under this agreement.

The signing contractual Party is liable for any damages that the other contractual Party is caused by their negligence. BASTAonline ABs liability for damages does not cover indirect damages, such as loss of profit, loss of production, etc. BASTAonline ABs liability is limited to an amount equivalent to the annual fee under this agreement.

# 11 Competition clause

The signing Company commits themselves to during the contractual period or for a period of three (3) years after its termination not to, whether directly or indirectly engage in the development, manufacture, sale or rental of any service or product, that directly or indirectly, compete with or may come to compete with the BASTA-system.

# 12 Transfer, amendments, supplements

Parties may not, in whole or in part, assign/transfer or pledge their rights or obligations according to this agreement without the other Party’s prior written consent. Amendments and supplements to this agreement must be in writing and signed by both Parties to be valid.

# 13 Fees

For the right to register articles under this Agreement, the Company shall pay an applicable annual fee payable per calendar year. Payment shall be made within thirty (30) days from date of BASTAonline ABs’ invoice. BASTAonline AB has the right to change the annual fee. However, a notification must be made at least four (4) calendar months before the new annual fee becomes effective.

BASTAonline AB are entitled to compensation as specified chapter 6 and 7. The remuneration consists of BASTAonline AB:s prime costs with an additional 10%.

## 13.1 Annual fees – Number of registered articles and annual turnover

The Company’s participation in this Agreement is annual and according to the differentiated fees below. Please mark the alternative that corresponds with your Company’s turnover and the number of articles that are to be registered.

### Annual turnover under 18 million SEK

|  |  |  |
| --- | --- | --- |
| Choose | Number of articles that are to be registered | Annual fee |
|  | 1–3 articles | 4 000 SEK |
|  | 4–10 articles | 7 500 SEK |
|  | >10 articles | 11 000 SEK |

### Annual turnover over 18 million SEK

|  |  |  |
| --- | --- | --- |
| Choose | Number of articles that are to be registered | Annual fee |
|  | 1–3 articles | 7 500 SEK |
|  | 4–10 articles | 15 000 SEK |
|  | >10 articles | 22 000 SEK |

The Company is responsible for immediately notifying BASTAonline AB if the number of articles exceeds the specified number.

# Signing

|  |  |
| --- | --- |
| For BASTAonline AB | For the ”Company” |
| City: | City: |
|  |  |
| Date: | Date: |
|  |  |
| Signature: | Signature: |
|  |  |
| Printed name: | Printed name: |
|  |  |