General Terms and Conditions for the Official Personal Dosimeter Service München (AWST)

§ 1 Scope of the Terms:

The following terms and conditions are binding for all customers and shall enter into force upon registration of a new company or institution/organization for monitoring. The Terms apply to all service sites of the Official Personal Dosimeter Service (AWST) at the Helmholtz Zentrum München. These are currently the Personal Monitoring Service for Radiation Protection in Hamburg and the Official Personal Dosimeter Service in Neuherberg near Munich.

§ 2 Legal basis:

Legal basis for the official dose monitoring are the Radiation Protection Ordinance (StrlSchV paragraph 41, section 3), the X-ray Ordinance (RöV paragraph 35, section 2) and the guideline for the physical radiation protection control for ascertaining body doses in their respective applicable versions. According to this legislation, the assessment of the body doses of occupationally exposed persons is to be carried out with official personal dosimeters. These dosimeters have to be requested from the official personal dosimeter service responsible under state law and returned to the monitoring service for evaluation. The competent personal dosimeter service is designated in accordance with the law of each federal state. In the federal states of Baden-Württemberg, Bavaria, Hamburg, Hessen and Schleswig-Holstein, the official monitoring service for radiation dosimeters is carried out by the Official Personal Dosimeter Service München (AWST) at the Helmholtz Zentrum München, German Research Center for Environmental Health.

§ 3 Registration:

Inclusion of companies, institutions or persons in the official personal dose monitoring system by the Official Personal Dosimeter Service at the Helmholtz Zentrum München is only possible upon written request and after submission of the required personal and site master data. For registration, the forms provided by the personal monitoring service must be used and filled out completely. The forms are available on the web, they can also be sent to the customer on request via fax, email or postal mail.

§ 4 Services and Pricing:

The prices of all services of the Official Personal Dosimeter Service at the Helmholtz Center München are set in the price list. The price list is part of the Terms and Conditions. The current price list can be viewed on the website of the Official Personal Dosimeter Service, it can also be sent to the customer on request via fax, email or by postal mail. The remuneration for the evaluation of the dosimeters is calculated upon delivery, and the invoice is generated upon shipment of the dosimeters. Settlement of the invoice is scheduled at least on a semi-annual basis, except for one-time services.

For special and rush processing, which in duly substantiated exceptional cases is possible, an additional processing fee will be charged (see current price list).

Unused dosimeters or those that have not been cancelled in due time will be charged in full to the customer.
§ 5 Dispatch / Shipment:

The dispatch of the dosimeters shall be effected via postal mail. Dispatch always takes place at the risk of the customer. Complaints must be submitted without delay. The shipping costs are provided in the price list. Additional dosimeter packages remain the property of the personal monitoring service and must be used by the customer for the return of the dosimeters. Express mail services and pre-deliveries will be taken into account where possible and billed separately (see current price list). There is no entitlement to special packaging or sorting.

§ 6 Returning dosimeters:

Return of the dosimeters by the customer including the corresponding personal data, the type of employment and the exposure data must be effected without delay at the end of the monitoring period (Radiation Protection Ordinance paragraph 41 (4), X-ray Ordinance paragraph 35 (7). Delivery of the dosimeters to the monitoring service at the Helmholtz Zentrum München must be effected not later than 8 business days after the end of the monitoring period. The prepaid postage for the shipping must be sufficient. If additional cost is incurred as a result of insufficient postage (e.g. extra postage), the monitoring service at the Helmholtz Zentrum München will charge the customer's account. Specific and rush processing must be clearly indicated by the customer upon return of the dosimeters.

Due to their type-approval, dosimeters can be evaluated only within specified time limits. Dosimeters that are returned after expiration of these time limits cannot be evaluated.

§ 7 Invoicing:

Invoices are issued at least on a semi-annual basis and delivered to the billing address. In addition, a final invoice will be submitted to a customer who quits the monitoring system. Invoices are payable within 30 days from the date of issue without deduction. If the customer fails to comply with his payment obligations, the dosimeters supply will be suspended after the fourth reminder, and the competent authority will be notified.

§ 8 Monitoring Duration / Termination:

Determination of the personal dose according to paragraph 41 and paragraph 35 of the Radiation Protection Ordinance RöV is basically carried out over a period of one month. Differing periods require the approval of the supervisory authority responsible for the customer's area. The regulatory approvals must be submitted to the monitoring service at the Helmholtz Zentrum München.

With the registration of persons to the official personal dosimetric monitoring, a contractual relationship between the monitoring service and the customer comes into effect, which can be terminated by the customer with a notice of termination. The notice must be made in writing, the notice period is of one month to the end of the current month.

The minimum duration of a monitoring operation is 6 months.

§ 9 Loss Charges:

Dosimeters and / or assignment sheets that are not returned in due time cannot be routinely processed by the monitoring service. This incurs additional expenses.
Therefore, for those dosimeters that are not returned or are returned too late, a processing fee will be charged to customer’s account (see current price list).

If dosimeters or dosimeter systems have been supplied to the customer by the monitoring service on a loan basis, the customer is obliged to careful handling of these articles. In case of loss, not punctual return, destruction or damage, the monitoring service shall be entitled to charge the customer’s account with the costs of the dosimeter material (see current price list). Already accrued costs of lost dosimeters remain unchanged.

§ 10 Damage / Proper handling:

Damage must be notified immediately upon receipt of delivery or occurrence of damage. The customer is responsible for the proper handling of the dosimeters provided to him. Instructions on proper usage (data sheet and instructions for use of the dosimeters) can be viewed on the website of the monitoring service at the Helmholtz Zentrum München; they can also be sent to every customer upon registration to the monitoring system. Additionally, the monitoring service at the Helmholtz Zentrum München provides personalized advice on how to handle dosimeters.

Additional work and expenses incurred to the monitoring service at the Helmholtz Zentrum München by improper use of the dosimeters (e.g. damage, labeling, contamination, soiling or sticking of dosimeters) are charged separately.

§ 11 Liability:

The monitoring service at the Helmholtz Zentrum München is committed to properly perform the evaluations according to the state-of-the-art of science and technology. The liability of the Helmholtz Zentrum München applies in the event of damage to property only in cases of deliberate and gross negligence and is limited to the sum of their employer’s liability insurance amounts.

However, this limitation of liability applies only if the coverage amount of the insurance lies within the scope of the predictability of damage to property. As far as the insurance does not assume liability, without the cover sum being exceeded, the Helmholtz Zentrum München assumes the subsidiary liability towards the customer.

§ 12 Data protection and disclosure requirements:

The data collected and the results of the personal dosimetric monitoring (individual doses) are subject to data protection and will be treated as confidential. In accordance with the statutory provisions (paragraph 12c Atomic Energy Act), personal data along with the measurement results are reported to the Radiation Protection Register and, in cases prescribed by law, to the responsible supervisory authorities, the Radiation Safety Officer, to the responsible person for radiation protection as well as to bodies and persons responsible for preventive and monitoring measures for the protection of occupationally exposed persons (e.g., the statutory pension insurance institutions and authorized medical staff).

Information to third parties will be shared only upon written consent of the person concerned. Release of information from the individual dose-archive is subject to a fee (see price list).
§ 13 Special dosimeters:

For information on specific regulations for special dosimeters, please consult the relevant fact sheet (this includes: dosimeters for emergency responders such as firefighters or police, radiation monitoring of pregnant women, area and environmental dosimetry, radon).