Terms and Conditions of applying for issuing Hygienic Attestations and Health Quality Certificates by National Institute of Public Health NIH – National Research Institute

hereinafter referred to as "Terms and Conditions"

SECTION I
§ 1
COMMENCEMENT

1. Terms and Conditions define the procedure for applying for Hygienic Attestations and Health Quality Certificates (hereinafter referred to as the "Attestations" and "Certificates") by the National Institute of Public Health NIH – National Research Institute (NIPH NIH – NRI).
2. Detailed information concerning groups of products/articles and the scope of the process regarding applying for issuing Attestations and Certificates, hereinafter referred to as the "attestation process", can be found on the Internet website: www.pzh.gov.pl in the module tab "Services/Attestation".
3. The Attestation and Certificate is an assessment of a given, specified product/article within the scope of its safety requirements for people provided that it is used in accordance with its declared purpose and way of use.
4. Attestations and Certificates do not apply to: performance features or technical parameters of products/articles on which NIPH NIH – NRI issue opinions.
5. Attestations and Certificates are issued for a precisely defined product/article at the request of one economic entity hereinafter referred to as the "Applicant".
6. Alternatively, Applicant may lodge an application on behalf of another entity, acting as a subcontractor, hereinafter referred to as the "Principal". In such case Applicant is required to lodge the application supplemented by an authorization confirming that Applicant acts on behalf of Principal.
7. Issuing of the Attestations and Certificates is based on the analysis of required documents provided by the Applicant, for the accuracy of which NIPH NIH – NRI is not responsible, and in reasonable cases i.a. based on test results carried out by NIPH NIH – NRI or other laboratories at the request of the Applicant.

SECTION II
§ 2
THE ATTESTATION OR CERTIFICATE APPLICATION PROCESS

1. The basis to apply for the Attestation is lodging a correctly filled in application by the Applicant, a template of which is set out in **Appendix no 1** or **Appendix no 2** herein, together with complete and necessary documentation and pays a fee as stipulated in the price list set out in **Appendix no 4** herein.
2. In order to apply for the Certificate, it is required to lodge a correctly filled in application, a template of which is set out in **Appendix no 3** herein, together with complete and necessary documentation and pays a fee as stipulated in the price list set out in **Appendix no 4** herein.
3. Models of applications mentioned in clause 1 and clause 2 are available on the internet website www.pzh.gov.pl in the module tab "Services/Attestation".
4. The application for issuing the Attestation or Certificate should be filled in legibly, in block capitals or typed on the computer and should include all information required in the form.
5. Applications may be lodged in a paper form (in person at the headquarters of NIPH NIH – NRI, submitted by post) or in an electronic form submitted to the following e-mail address atestacja@pzh.gov.pl.
6. The attestation process begins the moment the complete documentation is submitted by the Applicant and after the fee in the form of money transfer has arrived to the account of the Institute. The fee must comply with the price list set out in **Appendix no 4** herein and lasts:
   a) up to 10 (ten) weeks in normal mode,
   b) up to 2 (two) weeks in express mode,
   c) as agreed individually in urgent mode[1].
7. In case of applying for issuing the Attestation or Certificate for a product or an article, which in order to be placed on the market requires obtaining any necessary licence, concession, permit or any document regulated in another way in accordance with law in force, the Applicant, apart from lodging the application, is obliged to demonstrate to NIPH NIH – NRI the appropriate licences, concessions, permits or other documents confirming the possibility of placing the product or article on the market in accordance with the provisions of law in force. If in doubt, the Applicant at the request of NIPH NIH – NRI is obliged to present a declaration stating that placing the product or article on the market does not require obtaining any official releases.
8. An Application lodged without the required fee, or which require supplementation with any documentation necessary for issuing the Attestation or Certificate shall not be examined, and the periods set out in clause 6, shall be suspended until the Applicant provides the documentation and/or pays the fee.
9. The Application together with all supporting documentation shall be assessed by NIPH NIH – NRI during the process of attestation. NIPH NIH – NRI reserves its right to ask the Applicant to

[1] *In case the Applicant intends to apply for the urgency mode, the Applicant is obliged to mark it in the application by ticking the appropriate box. In case the Applicant wishes to apply for the urgency mode, the Applicant should contact* NIPH NIH – NRI *in advance.*

supplement the submitted documentation or carry out necessary tests, in compliance with the scope defined by NIPH NIH – NRI. In case referred to in clause 8 or the preceding sentence the period of processing the application shall be suspended until all missing documents are submitted or all necessary tests are carried out, in compliance with the scope defined by NIPH NIH – NRI.

10. In cases justified for reasons of the Applicant's (or Principal's) interest, in particular, for reasons of protection of the Applicant's (Principal's) business secrets, the Applicant prior to submitting to NIPH NIH – NRI the documentation necessary for issuing the Attestation or Certificate may request NIPH NIH – NRI to enter into a Non-Disclosure Agreement (NDA).
11. The act of lodging the applications referred to in clause 1 and clause 2 signifies the acceptance of the Terms and Conditions herein.
12. The withdrawal of an application lodged by the Applicant in the attestation process of issuing the Attestation/Certificate is possible only in cases of applications lodged in normal mode or express mode.
13. The application withdrawal shall be effected on a basis of a written declaration prepared by the Applicant and submitted to NIPH NIH – NRI provided that the declaration of the application withdrawal is submitted prior to issuing the Attestation or Certificate by NIPH NIH – NRI. The declaration of the application withdrawal is deemed as submitted the moment NIPH NIH – NRI receives the declaration. It is not possible for the Applicant to withdraw from the examination of the application in urgent mode
14. In the situation referred to in clause 12 the Applicant is entitled to a refund equal to the half of the paid fee.

§ 3
APPLICATION ASSESSMENT
ISSUING OR THE REFUSAL TO ISSUE THE ATTESTATION OR CERTIFICATE

1. In case of obtaining a positive assessment of the lodged application the Applicant agrees on publishing the information on the website: www.pzh.gov.pl about the issued Attestation or Certificate including selected data (the number of the Attestation/Certificate, name of the product, the use of the product, information relating to hygiene issues, the issuing date and the validity date of the Attestation/Certificate and if applicable – the Principal) and agrees on personal data processing in this scope.
2. The Applicant's agreement on publishing the information about receiving the Attestation or Certificate is made in the application for issuing the Attestation or Certificate. In case such agreement is not marked in the application – in the designated box in the application – the information set out in clause 1 is not published on the website: www.pzh.gov.pl.
3. In case of obtaining a negative assessment of the lodged application NIPH NIH – NRI reserves its right to refuse to issue the Attestation or Certificate with justification.
4. The templates of issued Attestations are included **Annex no 5** and **6** herein, and the model of issued Certificate is included in **Annex no 7** herein.

SECTION III
§ 4
THE USE OF INFORMATION REGARDING ATTESTATIONS, CERTIFICATES, LOGOS "PRODUCT WITH ATTESTATION"

1. Only the Applicant that has received the Attestation or Certificate for a given product has the right, only within the period of the validity of the Attestation or Certificate, to copy, photograph, scan, digitalise the whole document for marketing and information purposes. For these purposes the use of selected fragments of the documents or publishing them with additional information, e.g. a watermark with the logo of the Applicant, covering/defacing selected information, etc. is prohibited.
2. Each Applicant that has received the Attestation or Certificate for a given product/article may without limitation place information in a text form confirming the possession of a valid Attestation or Certificate within the period of its validity, but only when it is accompanied by its number and validity date (including other data in the Attestation or Certificate the Applicant wishes to insert); however, it should be done in such a way that the recipient has no doubt which product/article (if it is displayed with other surrounding it products/articles), or which element of the product has the Attestation or Certificate (if it is a product/article consisting of a number of elements).
3. The information in a text form with the number of Attestation or Certificate as referred to in clause 2 may be used for the marketing and information purposes and placed on the collective packaging and individual packaging of the products/articles, on the website, advertising folders and other marketing and information materials, including the media (the press, television, radio, Internet) without additional costs.
4. Additionally, the Applicant that has received the Attestation or Certificate has the right to use the logo "Product with Attestation" for marketing and information purposes on the collective packaging and individual packaging of the attested products/articles, on the website, advertising folders and other marketing and information materials, including the media (the press, television, radio, Internet) without additional costs, in order to inform the recipient about the fact that the product/article has received the Attestation or Certificate. The logo "Product with Attestation" may be placed on the product/article only within the validity period of the Attestation or Certificate and must include the number of the Attestation or Certificate and its validity period in such a way that the recipient has no doubt which element of product/article the information refers to. The logo "Product with Attestation" is protected by law and in no way should it be altered.
5. The logo "Product with Attestation" is granted automatically together with the Attestation or Certificate without the necessity for a separate request and is sent only to the e-mail address indicated in the application for issuing the Attestation or Certificate.
6. Failure to identify the e-mail address in the application for Attestation/Certificate shall be deemed as renunciation of the use of the logo "Product with Attestation".

7. In case there is no e-mail address in the application for the Attestation or Certificate it is possible to send the logo "Product with Attestation" via e-mail only upon a written application submitted by the Applicant.
8. The valid names which can be placed independently or with the logo "Product with Attestation" are:
    a) "Product with NIPH NIH – NRI Attestation" or
    b) "Has NIPH NIH – NRI Attestation" or
    c) "NIPH NIH – NRI Attestation/Certificate"

    with the number of Attestation or Certificate and its validity date.
    It is not permitted to use incomplete names, e.g. "NIPH" or "NIH".

SECTION IV
§ 5
THE COSTS, FEES AND VALIDITY DATES OF THE ATTESTATION OR CERTIFICATE

1. The declaration of products for the attestation process, regardless of the outcome, is connected with the necessity to pay the full fee which is set out in the Price List connected with the process of application for the Attestation or Certificate, which constitutes **Annex no 4** herein, which can accessed on the website www.pzh.gov.pl in the module tab "Services/Attestation".
2. The Attestations or Certificates are issued for a limited period (validity period). The Attestations and Certificates issued by the Food Safety Institute NIPH NIH – NRI and the Department of Toxicology and Health Risk Assessment NIPH NIH – NRI are issued for the period of 3 (three) years. The Attestations issued by the Environment Health Safety Institute NIPH NIH – NRI for construction products, products within the scope of ventilation/air conditioning, heating, lighting products and biological preparations are issued for the period of 5 (five) years. The Attestations for products and materials intended for contact with water which is intended for human consumption are issued for the period of 3 (three) years. The validity date of the Attestations of Certificates is included in the Attestation or Certificate.
3. The logo and information about granting the Attestation or Certificate may be used only throughout its validity period. Further use after the validity period has ended is prohibited and NIPH NIH – NRI may file its claims on the basis of general provisions.

SECTION V
§ 6
ALTERATION/CANCELLATION/EARLY LOSS OF THE ATTESTATION OR CERTIFICATE VALIDITY

1. The Attestations and Certificates shall lose their validity before the end of the validity period or may be cancelled in particular in case of alterations introduced in the composition of the product/article or technology used to produce it, the scope and way of its use, or in case of obtaining scientific data indicating a health risk connected with the use of the product/article,

amendments of legal regulations, etc. In case of a disclosure of new properties of the product/article which are adverse for humans or the environment, the Attestation or Certificate may be cancelled by NIPH NIH – NRI. The holder of the Attestation or Certificate may be obliged by NIPH NIH – NRI to introduce changes to instructions/label/technical fiche or to submit additional declarations/data under pain of cancellation of the Attestation or Certificate.

2. The Attestation or Certificate may be cancelled by NIPH NIH – NRI after presenting adequate proof by any of the parties
3. The Attestation or Certificate may be altered only in the scope of a new or additional trade name (the name under which the product/article functions on the market), contact details or the name of the entity which is the producer/applicant.
4. The information about the cancellation of the Attestation or Certificate shall be made public on the website of NIPH NIH – NRI within 14 (fourteen) days of notifying the Principal about making it public. The Principal has the right to appeal against the decision to the President of NIPH NIH – NRI.
6. In case of the necessity to introduce alteration to the issued Attestation/Certificate, which is a result of a mistake or circumstances attributable to the Principal, the Principal shall bear all the related costs, set out in the Price List constituting **Annex no 4** herein. Alterations in the issued Attestation or Certificate may be made only by NIPH NIH – NRI in accordance with applicable rules, defined in this article. Additional fee is not required only in case of the necessity to introduce alterations to the Attestation/Certificate which is the result of a mistake attributable to NIPH NIH – NRI.
7. In case of subrogation to the rights and obligations of the Applicant or Principal by a third party on the basis stipulated in applicable laws in force, the issued Attestation or Certificate retain its validity, in which case a compulsory update of the data identifying the Applicant, or the Principal, is possible upon providing a documented confirmation of subrogation to the rights and obligations of the Applicant or Principal by a third party and paying the fee in compliance with clause 6.
8. All alterations in the Attestation or Certificate made by the Principal or other individuals independently, i.e. by avoiding or breaching the procedure defined in this article, may be an offence against the credibility of documents, laid down under Article 270 of the Penal Code.
9. In case NIPH NIH – NRI learns about any alterations in the Attestation or Certificate through avoidance or breach of the procedure defined in this article, NIPH NIH – NRI may file a notification of a suspected offence against the credibility of the document, which shall be sent to the prosecutor's office having territorial jurisdiction over NIPH NIH – NRI's registered office.

SECTION VI
§ 7
THE APPEAL PROCEDURE

1. The Applicant may appeal to the President of NIPH NIH – NRI within 7 (seven) days of receiving the information about the refusal to issue the Attestation or Certificate. Failure to appeal in this period shall result in not reviewing the appeal.
2. The appeal is reviewed within 14 (fourteen) days of the date of its receipt.
3. After the appeal is reviewed, the President of NIPH NIH – NRI sends to the Applicant, who appealed, either the information about upholding the decision or if the case is accepted.

SECTION VII
§ 8
FINAL PROVISIONS

1. NIPH NIH – NRI reserves the right to introduce modifications to the Terms and Conditions, including the annexes herein. Each modification shall be made public and placed on NIPH NIH – NRI website www.pzh.gov.pl.
2. Any matters connected with the attestation process not covered by this Regulation are governed by the provisions of applicable laws.
3. This Regulation is subject to the law of the Republic of Poland.
4. All disputes related to issuing the Attestations and Certificates shall be amicably settled. In case a dispute is not resolved by an amicable settlement, it shall be referred to the court having territorial jurisdiction over NIPH NIH – NRI's registered office for decision.
5. The documentation gathered by NIPH NIH – NRI in order to carry out the process of attestation, and the copies of issued Attestations and Certificates are not made available to any third party, excluding authorities or other entities authorised pursuant to applicable laws in force. The Documentation is made available only at their written request.
6. NIPH NIH – NRI may supply information to interested parties on the issued Attestations and Certificates. The information which shall be supplied may include only: the number of the Attestation, name of the assessed product/article, name of the producer (unless its disclosure in the Attestation or Certificate has been reserved), scope of use, information relating to the product/article, the Applicant's data (or the Principal's if applicable) date of issuing the Attestation or Certificate, validity date of the Attestation or Certificate. Supplying information as referred to above does not include supplying the copy of the Attestation or Certificate.

§ 9
GDPR INFORMATION CLAUSE

In accordance with Article 13(1) of the General Data Protection Regulation dated 27 April 2016 we hereby inform that:

1) The administrator of your personal data is the National Institute of Public Health NIH – National Research Institute – the National Institute of Hygiene (NIPH NIH – NRI headquartered at 24 Chocimska Street, 00-791 Warsaw;
2) *the administrator has appointed a Data Protection Officer, who can be contacted as regards matters relating to processing your personal data via e-mail:* iod@pzh.gov.pl
3) *the administrator* shall process your data in order to carry out the attestation process in particular on the basis of provisions of the Act of 7 June 2001 on collective supply in water and collective discharge of waste water (Journal of Laws of 2019, No. 1437 item as amended) and secondary legislature issued based thereon, including the ordinance of the Minister of Health of 7 December 2017 on the quality of water intended for human consumption in conjunction with Article 6(1)(a and b) of the General Data Protection Regulation of 27 April 2016;

1. the personal data may be made available to other authorised entities on the basis of the provisions of law and to other entities with which the administrator entered into an agreement in connection with their carrying out services for the administrator (e.g. law firm, software provider, external auditor;
2. the administrator does not plan to transfer your personal data to any third country or any international organisation;

4) you have the right to obtain a copy of your personal data at the headquarters of your administrator.

Additionally, in accordance with Article 13 (2) of GDPR we hereby inform that:

1) Your personal data shall be kept for the period of the validity period of the Attestation or Certificate or until it is cancelled. The Attestations or Certificates are kept for the period of 10 (ten) years counted from the date of the commencement of its validity.
2) The Applicant has the right to access the personal data, correct them, delete them, restrict the processing of the data, or withdraw the granted consent or the right to lodge a complaint with a supervisory authority, i.e. the President of the Personal Data Protection Office.

1. Providing the personal data is voluntary; however, the refusal to provide the personal data may result in the refusal to execute the request to issue the Attestation or Certificate.

3) The administrator does not make decisions by automatic means basing on your Personal Data.

Specification of Annexes:

1) The template of the application form for issuing the Attestation lodged to the Environment Health Safety Institute NIPH NIH – NRI,
2) The template of the application form for issuing the Attestation lodged to the Department of Toxicology and Health Risk Assessment NIPH NIH – NRI,
3) The template of the application form for issuing the Certificate lodged to the Food Safety Institute NIPH NIH – NRI,
4) The Price List,
5) The template of the Attestation issued by the Environmental Health Safety Institute NIPH NIH – NRI,
6) The template of the Attestation issued by the Department of Toxicology and Health Risk Assessment NIPH NIH – NRI,
7) The template of the Certificate issued by the Food Safety Institute NIPH NIH – NRI.