

page 1 of 5

**Bau-EPD-GmbH**  
**Seidengasse 13/3**  
**A-1070 Vienna**

To

Name of Institution

Attn. Name Second Name

Address

**Contract for the verification of the EPD-documents, the LCA project report and  
data collection sheets/ inventory analysis of**

**name of company/association/consortium**

**„EPD Title“, EPD number of declaration EPD-company-YYYY-1-database**

and

**„EPD Title“, EPD number of declaration EPD-company-YYYY-1-database**

**In 4-eyes-principle as per verification guidelines  
of the programme operator Bau EPD GmbH**

*(Gender: The titles and functions used in this document apply to all genders)*

Signed between

**Bau-EPD GmbH, Seidengasse 13/3, A-1070 Vienna, Industrial court Vienna, Register-  
No. 400201 g, VAT-Nr. ATU68198906 (ordering party)**

and

**Name, Institution, represented by Mr/MS Title Name Second Name (contractor).**

page 2 of 5

## 1. Activities agreed on:

The contractor commits him/herself to care for the completion of the following services (work results) to act in his name and on his/her account:

**Verification of the EPD-document(s) mentioned above, verification of the corresponding LCA project report and data collection sheets/documentation of inventory as per the verification guidelines of Bau EPD GmbH valid at the time of signing the contract.**

Verification is carried out under the frame of the international EPD programme of Bau EPD GmbH. The following standards are mandatory as a basis (latest version at the time the manufacturer signs the application for verification):

- EN 15804 Sustainability of construction works - environmental product declarations. Core rules for the product category of construction products
- EN ISO 14025 Environmental labels and declarations -- Type III environmental declarations -- Principles and procedures
- EN ISO 14040 Environmental management - Life cycle assessment -- Principles and framework

The system is carried out by individual persons that can be registered as individual external verifiers and/or registered LCA-practitioners at the Bau-EPD GmbH. They have to undergo a procedure of application, admission and quality insurance.

Therefore, the service can only be carried out by **Mr/Ms Title name second name, born on DD.MM.YYYY, private residential address**, assignment of tasks to any other third persons is not permitted. In case that **Mr/Ms name, second name** was prevented from service (within the agreed limit of time) after signing the contract, this must be declared to Bau EPD GmbH immediately. Bau EPD GmbH will relieve **Mr/Ms name, second name** from all services and contract another verifier. In this case no entitlement to any remuneration can be claimed.

The verification is carried out in four-eyes-principle, this means that a second verifier is fulfilling the same verification service at the same time. All data packages received from the EPD client (inventory analysis, project report, EPD document) and the corresponding intermediate reports including all comment tables and documents for plausibility checks as well as any other verification notes and records must be submitted to Bau EPD GmbH. The EPD will be accepted as verified only after comparison of verification results and joint approval of EPD documents, LCA project reports and data collection sheets. Only then, the verification process is considered to be completed. A joint harmonized final verification report must be sent to Bau EPD GmbH alongside with above mentioned documents (all non-conformities must be repaired).

## 2. Impartiality

The verifier is obliged to act strictly impartial and show no bias. Any relation to the owner of the declaration or, in case of associations or similar organisations to its members, must be declared (personal as well as contractual relations). It is mandatory to bare any known situation that could lead to conflicts of interest between the verifiers, EPD owners and programme operator. Especially employment contracts or relations and work contracts must be declared, whereas a time interval of a minimum of 5 years to the current contract must be adhered to.

**Bau EPD GmbH – A-1070 Vienna, Seidengasse 13/3, [www.bau-epd.at](http://www.bau-epd.at)**

Industrial Court Vienna  
Register No. FN 400201 g  
VAT-Nr. ATU68198906

Telephone: +43 664 2427 429  
Email: [office@bau-epd.at](mailto:office@bau-epd.at)

Bank Account: Raiffeisenbank Günskirchen Bank code 34129  
IBAN AT87 3412 9000 0022 5813  
BIC RZOOAT2L129

page 3 of 5

### 3. Time frame for completion:

The service must be completed within 6 weeks after transfer of all necessary documents from the client/ the LCA practitioner contracted by the client/other representatives. The documents include the data collection sheets and inventory analysis, LCA project report and EPD documents.

Formal check: If a first check shows that documentation is not complete or not verifiable, the sets are retransferred to the LCA practitioner with notes and comments. The time frame for verification starts again as soon as the data is complete and verifiable.

Evaluation: After the first verification act resp. following verification rounds an intermediate report must be submitted to Bau EPD GmbH, after the last round a final report. Templates for reporting papers are available. The work should be completed after 2 evaluation rounds, max. 3 evaluation rounds.

### 4. Service provision:

The contractor is neither bound to working time schedules nor venues to complete the work. The contractor is no subject to directives regarding the organisation of the work or work-related performance.

### 5. Remuneration:

The remuneration for the respective performance and work is settled as follows:

Flat-rate fee **X EPDs in German/English language, calculation in database XX:**

**0.000,00 Euro**

**(excl. 20% VAT, incl. extra charges)**

With this remuneration all services and expenses of the contractor are paid. The remuneration will be paid following the flawless final acceptance of the service and shall be due for payment within 14 days of receiving the corresponding invoice from the contractor.

### 6. Warranty and liability

The contractor guarantees that the service is fulfilled observing the observe the state **of the art of science and technology**.

Claims of the contracting parties against each other are not accepted unless this is based on intent or gross negligence. There is no liability for both parties for consequential damages, indirect damages or lost profit.

The contracting party is not liable for any damages of any kind resulting from the use of the results, neither during the time-period of work nor after the ending of the contract. The contracting party exempts the contractor from all claims that may be raised by third parties related to the execution of the verification.

This applies in particular for claims related to the product and producer liability law as far as damaged can be linked to the use of the results.

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page 4 of 5

## **7. Secrecy and intellectual property rights, Non-disclosure clause for verifiers**

In case of results protected by the Copyright Act the contractor receives the exclusive right of use, without time and spatial limitation. Any necessary transfer/admission of respective rights is paid with the complete payment of the remuneration agreed on above.

The results of the EPD document shall become the property of Bau EPD GmbH as principal and are part of the public communication of environmental data run by the programme of Bau EPD GmbH.

The project report, the inventory analysis and data collection sheets remain with the programme operator and verifiers. The verifiers are obliged to non-disclosure concerning the content of these documents and any other documentation received. The project report and inventory analysis are not part of the public communication. Verifiers must keep and file the documents for at least 10 years.

The contractor is obliged to commit him/herself to secrecy and privacy of all client-specific data, facts, company secrets and other knowledge that is given access to by the programme operator, clients or contracted LCA-practitioners/representatives. In the event that the project to be verified/validated has been created on the basis of other projects already verified/validated by Bau EPD GmbH (or on the basis of other third-party data made available to Bau EPD GmbH), verifiers may access such data. The confidentiality agreements in this contract apply to all data in the cascade system that is made available to verification teams.

This applies also after termination of the contract. Special focus must be laid on the security of digital data, access of unauthorized third parties must be excluded explicitly. The encryption/encoding of data carriers and hard disks can be a way to support this. Saving of data in internet cloud solutions can only be considered as save, if the cloud provider signs respective non-disclosure agreements. Exceptions can be made for scientific publications that must be agreed on by all contracting parties and clients in advance.

page 5 of 5

## 8. General terms

No (verbal) collateral agreements are deemed to exist.

Any adaptations or additions to this contract, especially clause 8 shall require the written form and signature of a respective contract document by both contractual parties.

This contract is executed in two counterparts with each party receiving one to keep.

The invalidity of single agreement does not compromise the validity of the remaining terms.  
The invalid term is to be substituted by a valid term that represents the intention of the parties.

The place of jurisdiction for all disputes arising from the contractual relationship is exclusively the company's registered seat in Vienna.  
Austrian law applies with the exclusion of the reference provisions of the UN Convention on Contracts.

Venue, date:

Venue, date:

Signature Contractor:

Signature ordering party:

.....

.....

**Title Name** **Second Name**

DI (FH) DI DI Sarah Richter

**Institution**

Managing Director Bau-EPD GmbH