

# IHO Disinfectant List

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Status: September 16, 2019

## Contract

between

**Chemie Wirtschaftsförderungs-GmbH**

Mainzer Landstr. 55  
60329 Frankfurt/Main

- referred to as "CWFG" -

and

**Industrieverband Hygiene und Oberflächenschutz  
für industrielle und institutionelle Anwendung e.V. (IHO)**

Mainzer Landstr. 55  
60329 Frankfurt/Main

– referred to as "IHO" –

and

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

– referred to as 'the applicant' –

on the listing of their preparations in the IHO disinfectant list  
([www.desinfektionsmitteliste.de](http://www.desinfektionsmitteliste.de))

## Preamble

The IHO disinfectant list is a list freely accessible on the Internet for users (<https://www.desinfektionsmittelliste.de>). It is intended to give users an overview of the biocidal effectiveness of disinfectants available on the market. It is clearly structured according to application areas. Within an application area, the entries are arranged alphabetically according to the name of the preparation. The CWFG and IHO attach great importance to the use of scientifically sound information and compliance with the current legal basis (Biocidal Products Regulation (EU) No. 528/2012). CWFG and IHO do not make any entries in the list themselves; these are made by the applicants on their own responsibility.

## § 1 Listing

- a) On conclusion of the present contract, the applicant will receive access authorization and a password to enable him to make entries for his products on the list. Master data (company identity) are entered by the CWFG or the IHO. Further company details and entries in the product list are made by the applicant himself.
- b) For the listing in the IHO disinfectant list, a fee of € 500.00 plus VAT per calendar year will be charged from 1 January 2020. The CWFG will issue an invoice for this at the beginning of each calendar year. If the listing is made during the year, the full fee of € 500.00 plus VAT will be charged for the calendar year. The income is used, among other things, to support the work of national and European standards committees and to finance ongoing operations.
- c) The applicant may only register one preparation per field of application. Where the same preparation is simultaneously marketed under a different name, a separate registration under that name shall be permitted. The applicant gives an assurance that each registered preparation is duly notified, registered or authorized with the competent authority as far as legally required. The indication of the approval/registration number is mandatory.
- d) The applicant shall be given the possibility of a link to his home page at an appropriate place in the list. A link to product advertising pages is excluded.

- e) The entries in the columns must be based on the authorization dossier or, in the transitional phase, on expert opinions, documentation and test results that comply with the European standards in force at the time of application. Evidence of effectiveness must have been provided by test facilities that have implemented the mandatory audited quality assurance systems. The applicant is responsible for ensuring that the available proof of efficacy is applicable to the currently marketed formulation. In particular, the efficacy claims must be verifiably fulfilled by each currently marketed formulation.
- f) there is an annual review program for the purpose of quality control once a year, all applicants are invited to check the accuracy of their entries. The applicant shall confirm the accuracy of each entry within the time limit set. Entries that have not been checked will be deleted after the deadline.
- g) The applicant nominates a responsible person (a so-called “1st user” including e-mail address) who is the main contact person of the IHO. The purchase of a second user license is possible for 200,00 € plus VAT annually in addition to the annual fee. The IHO is to be informed immediately of any changes in the users.
- h) The IHO reserves the right to amend the above criteria and rules. The applicants will be informed about this by e-mail. If changes to the listing entries become necessary as a result, the applicants will implement these changes within eight weeks of the e-mail being sent.

## **§ 2 Liability**

The sole responsibility for the accuracy of the information on the preparation lies with the applicant. The applicant indemnifies CWFG and IHO from all claims for damages by third parties which are raised against CWFG and IHO due to damages caused by incorrect information in the disinfectant list. This also applies to the liability of both CWFG and IHO as well as the applicant for negligent damage. Any liability of CWFG and IHO due to ineffectiveness of the exclusion of liability clause is excluded, unless the ineffectiveness was caused by gross negligence or intentional action of CWFG and IHO and its employees.

### **§ 3 Obligation of the applicant to provide information**

The applicant undertakes to provide users and the IHO on request within six weeks with at least one summary report justifying the entries of the preparation concerned. Examination reports and individual test results are not subject to this obligation to provide information.

### **§ 4 Termination**

- a) This contract is unlimited in time. It may be terminated by either party with three months' notice to the end of a calendar year. In addition, it may be terminated without notice by CWFG or IHO if the applicant does not fulfil the obligations assumed in this agreement. Even if only one product is affected, the termination can be pronounced for all entries of an applicant.
- b) CWFG and IHO reserve the right to stop the publication of the full list with all entries by unilateral decision and without giving reasons to the applicants. A pro rata refund of the annual fee already paid will not be made.
- c) Immediately after termination of the contract, all entries of the applicant concerned shall be deleted from the disinfectant list.

### **§ 5 Use IHO logo / logo & seal IHO disinfectant list**

The use of the logo and seal "IHO disinfectant list" is generally permitted to the applicant after conclusion of the contract. With the graphic material the applicant can actively communicate the list as well as the fact of listing his own preparations to third parties. The use is subject to the following conditions and can be used as follows:

- a) If the logo of the IHO disinfectant list is used for advertising, the information (e.g. on application range, EN standards, spectrum of action, temperature, application concentration or exposure time) on the labels and any kind of advertising or product documentation must correspond to the entries in the IHO disinfectant list.
- b) If additional values (e.g. from other lists or expert opinions) are mentioned on the labels, product documentation or any kind of advertising, then it must be clearly recognizable which mentioned values belong to the IHO entries.
- c) The graphic material is made available under the attachment to the contract by download link in color (RGB-CMYK) and greyscale and as vector graphics.

## § 6 General

- a) The applicant acknowledges that the copyright to the disinfectant list as a whole is held exclusively by CWFG and IHO. The applicant irrevocably transfers all rights of use and exploitation that he acquires of his own contributions to the disinfectant list to CWFG and IHO.
- b) Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after the conclusion of the contract, the validity of the contract as a whole shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the objective which the contracting parties pursued with the invalid or unenforceable provision. The above provisions shall apply accordingly in the event that the contract proves to be incomplete. § 139 BGB is not applicable.

**Chemie Wirtschaftsförderungs-GmbH**

Date \_\_\_\_\_

\_\_\_\_\_  
Reinhart Stephan  
Managing Director

**Industrieverband Hygiene und Oberflächenschutz  
für industrielle und institutionelle Anwendung e.V. (IHO)**

Date \_\_\_\_\_

\_\_\_\_\_  
Dr. Thomas Rauch  
Managing Director

**Company**

Date \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature  
(authorized signature)

\_\_\_\_\_  
Applicant Name  
(please use block letters)

\_\_\_\_\_  
Function

### Person responsible to the applicant (1. User)

Title: \_\_\_\_\_

Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Company: \_\_\_\_\_

Division: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone / - Direct dialing: \_\_\_\_\_

**Second user license required**     NO     YES (please add information)

### 2. User at the applicant

Title: \_\_\_\_\_

Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Company: \_\_\_\_\_

Division: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone / - Direct dialing: \_\_\_\_\_

## Annex 1 to the contract listing disinfectant list

Logo IHO and logo and seal IHO disinfectant list



The logos can be downloaded via this [link](#).

You will receive the corresponding password after signing the contract.

Colour specifications and application rules (explained using the example of Logo IHO)

