

Membership Agreement

Membership number:

Between Mensura External Service for Prevention and Protection at Work V.Z.W., Gaucheretstraat 88/90, 1030 Brussels, hereinafter referred to as «Mensura», and:

Company name – legal form:

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Hereinafter referred to as the employer.

Address of the registered office:

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Address of the operating office:

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Telephone: Mobile:

e-mail:

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VAT number: Social Security number:.....

Bank account:

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Activity of the company – NACE-BEL code:

Number of employees*:.....

(*): these fields are mandatory

The following has been agreed:

- 1) The employer joins Mensura as an acceded member and as such undertakes to comply with the articles of association and the current conditions of Mensura, and the provisions of the law of 4 August 1996 on welfare at work and its implementing orders. The said articles of association may be freely consulted on the Mensura website (www.mensura.be). On simple request, the text of the articles of association can also be sent by post. Also, if required, any later changes to the legislation may be viewed at the website and may be retrieved where appropriate.

- 2) The nature, extent and minimum duration of the services that Mensura shall provide to the employer are further stipulated in the identification document that is drawn up together with the employer's Internal Service for Prevention and Protection at Work (IDPB/CPPT). These documents, which necessarily form part of the present agreement, may be subject to revision between the parties. The legal assignments to be performed are defined in section 1¹ of the identification document. If extra assignments are imposed on the external service by new legislation, then it shall be set out in the identification document whether or not they are carried out under the fixed minimum contribution.

- 3) As a supplement, the Internal Service for Prevention and Protection at Work of the employer may use Mensura for all other assignments mentioned in the Royal Decree of 27 March 1998, in addition to those stated in Article 1 of the present agreement. This supplementary service is not included in the annual minimum contribution. An overview of the assignments carried out by Mensura shall be drawn up in consultation with the internal service and with the Safety and Protection at Work Committee. These extra assignments are included in point 2² of the identification document.

- 4) The services for the assignments to be carried out are invoiced according to the list of rates as established by the Mensura Board of Directors in accordance with the legal regulations. A copy of the current rates list was handed over to the customer before this agreement was signed. The flat-rate minimum contributions per employee are included in the annual rate. The rates list is indexed every year on 1 January on the basis of the evolution of the health index. The current rates can be consulted at any time on the personal customer area MyMensura, which is accessible to the employers.
www.mymensura.be/administration/rates/standard
- 5) Except in the event of a written dispute within fifteen days, all Mensura invoices are payable within a period of thirty days. Should any invoice be unpaid on its due date, the amount on the invoice will automatically accrue late-payment interest at the rate of 10% per annum, plus an additional fixed amount of compensation of 10% of the amount owed, with a minimum of €40. In the absence of the payment of an invoice by its due date, a default notice shall be sent by Mensura. If no payment follows within fifteen days of the default notice being sent, Mensura shall be free to end the present agreement early in accordance with Article 46 of the articles of association, and inform the competent public authorities of this.
- 6) The present membership agreement is concluded for a period of indefinite duration. In accordance with the legal regulations, this agreement may automatically end if the external service is no longer approved, or subject to termination by one of the parties by registered letter, with observance of a notice period of at least six months commencing on the first day of the month following the one in which this notice is given and ending on 31 December of the ongoing or following calendar year, depending on the case. Mensura is free to end the present agreement early, if the employer does not respect it, or in the event of non-payment of the contributions within the period stipulated by Mensura. If the company of the employer is taken over by another firm, the obligations arising from the present agreement shall be borne by this firm. If there is already an agreement with the service this agreement replaces all previous agreements.
- 7) The Personal Data are collected, registered and processed in conformity with the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and the General Data Protection Regulation (GDPR).
 Purposes of processing of Personal Data can be:
 - The administration and carrying out of our (legal) tasks within the context of welfare law
 Mensura uses the principles of legitimate processing and minimal data processing.
 Our legitimate processing of Personal Data is based on art. 6, 1, C of the GDPR:
 - Art. 6, 1, C): "Processing is necessary for compliance with a legal obligation to which the controller is subject (in this case the customer)"
 The customer has the legal obligation to take the necessary measures within the framework of occupational health and safety. The customer must use an external service for this. The legal obligations relating to welfare at work are stipulated in the Codex on Welfare at Work.
 Our legitimate processing of Sensitive Personal Data (in this case medical data) takes place on the basis of art. 9, B and H of the GDPR:
 - Art. 9, B): "Processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;
 - Art. 9, H): "Processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional and subject to the conditions and safeguards referred to in paragraph 3"
 With regard to the processing of Personal Data, you can find more information in our Privacy Policy on the following website: <https://www.mensura.be/en/privacy-policy>. Your employees have certain rights with respect to their Personal Data within the context of the GDPR. This Privacy Policy clarifies how your employees can exercise their rights at Mensura. You can use this Policy to inform your employees in this respect.

By signing the contract any promotional communication with the client or its employees shall require prior consent on a case-by-case basis.



Should you have any further questions relating to the processing of Personal Data, you can always contact our Data Protection Officer at Privacy@mensura.be.

- 8) This membership agreement is subject to Belgian law. The courts and tribunals in Brussels shall have sole jurisdiction to rule on any court cases and disputes, without prejudice to our ability to issue summonses before the courts for the member's elected place of domicile. New members declare that they have taken out insurance cover for civil liability.
- 9) The employer declares to have taken note of the rates list (or cancellations thereof) and to accept it.
- 10) The present agreement commences on / / . In the event of the takeover of an existing agreement with another external service, in order to be valid, the present membership agreement must be accompanied by a copy of the registered letter of termination to the other external service.

Drawn up in _____ on _____ in triplicate, whereby each party declares having received its copy.

The employer,
(Name and capacity)

Mensura EDPB VZW
Dr. Gretel Schrijvers
Corporate-General Manager

Name + No. of the representative/intermediary:

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¹ Point 1 of the identification document. This is the document that, in accordance with Art. 8 of the Internal Services Royal Decree of 28/03/98, gets the division of tasks between the internal and external service and that you must keep available for the inspectorates. This identification document is a mandatory part of this agreement by virtue of the law.

² Point 2 of the identification document. The supplementary service stated in Article 3 shall only be provided with the prior consent of the contractant.