



Licensing terms

QAS solution for occupational health and safety in staff leasing

1. Basic principles and licensing terms

The framework conditions outlined here form a part of the admission process for companies interested in implementing the QAS industry solution.

The structure and future development of the industry solution should be self-sustaining. This is why the costs are passed on to member companies.

The QAS industry solution is the property of the 'QAS Industry Solution' funding body, which was developed by swissstaffing in cooperation with social partners Unia and Syna and is subject to copyright protection. Member companies have the non-exclusive and non-transferable right to use the industry solution for the duration specified in the terms of the agreement. Any other rights, especially (intellectual) property rights, are reserved by the funding body. The company is obligated to observe these rights and impose mandatory observation of these rights on their employees.

Copies of any documents related to this industry solution may only be used within the member company (or company group). It is not permitted to use the documents related to this industry solution outside of the company, nor to pass them on to third parties.

The QAS industry solution has been developed according to the latest technical standards by the funding body and is made available on the electronic portal. The company acknowledges that internet-based services are subject to typical risks of outages that are outside of the funding body's control. Therefore, the funding body assumes no liability in relation to the constant availability of the industry solution or access to the electronic portal. The funding body makes efforts to ensure that the information provided in the context of the industry solution is factually correct, however the funding body assumes no liability in this regard. No simple partnership ('einfache Gesellschaft') is formed among member companies or between member companies and the funding body, and member companies assume no liability through their membership in the industry solution. The funding body and the company will handle information marked as 'confidential' with due care and will not make this information accessible to third parties. The company provides consent for the funding body to process personal data regarding the company and for a data transfer to third parties to be performed in the context of company-wide processing.

2. Membership

2.1 Annual membership fee (CHF, excl. VAT)

	Fee for the first year in CHF	Fee from the second year in CHF
swissstaffing member	1,200.00	600.00
Non-member	2,400.00	1,200.00

The membership fee is charged on an annual basis for each company group.



2.2 Services included with membership

The annual membership fee covers:

- Handbook incl. templates/checklists/aids
- Individual advice on implementation
- CEO and Safety Officer training for one participant in each category
- License costs for the 'safely' digital solution
- Risk assessment, collective involvement of ASA specialists
- Annual experience day for exchanging experiences for one participant
- Guaranteed to be up to date: documents, newsletters, annual campaigns, statistics

3. General conditions for training

Tailored training courses will be provided in order to ensure that the QAS industry solution and occupational health and safety protections remain sustainable and will be implemented. One CEO course, one Safety Officer course and admission to the annual experience day for exchanging experiences are included in the basic price. Additional training courses are available, such as the training course for HR consultants. The training courses will be advertised online and can be booked individually. Information on the course content and registration process can be found at: www.swissstaffing.ch/qas

4. Withdrawal or exclusion of a company from the industry solution

A withdrawal from the industry solution must be submitted in writing to the administrative office of the industry solution at least three months before the end of the calendar year. The annual membership fee for the current year must be paid in any case.

The funding body can exclude a company from the QAS industry solution if there are adequate grounds for this. Grounds for exclusion include:

- Non-payment of the membership fee
- Breaching the licensing terms
- Failure to implement the industry solution within the company
- Lack of a qualified Safety Officer within the company
- Repeated failure to complete training (experience day)
- Repeated failure to report data for controlling purposes

If a user withdraws or is excluded from the QAS industry solution for occupational health and safety, the company must return all of the documents they have received to the funding body and destroy any copies that have been made within 30 days from the end of the usage period. The right of use no longer applies. Access to the electronic platform will be blocked automatically after the end of the cancellation period.

The withdrawal or exclusion will be reported to the FCOS and the responsible implementing body.

5. Changes to the licensing terms

The funding body can announce changes to these licensing terms at any time via www.swissstaffing.ch/qas. Any such changes will come into effect 30 days after they are first announced. Users who do not consent to the changes to the licensing terms must communicate their objection in writing to the funding body before the changes come into effect.

6. Court of jurisdiction and applicable law

In the case of any disputes that occur in the context of the licensing terms outlined above and the use of the industry solution, the parties will reach an agreement on the basis of Swiss law under the jurisdiction of the court of Zurich.

Dübendorf, September 22, 2022