 **ATOMIC ENERGY REGULATORY AUTHORITY**

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# NATIONAL DOSIMETRY LABORATORY (NDL)

**AGREEMENT FORM FOR THE PROVISION OF INDIVIDUAL RADIATION MONITORING SERVICE (IRMS)**

Whereas Regulation 40 of the Atomic Energy Regulations of 2012 requires a licensee and/or an employer to arrange for the assessment of the occupational exposure of workers and ensure that adequate arrangements are made with appropriate dosimetry services under an adequate management system; and

Whereas the National Dosimetry Laboratory of the Atomic Energy Regulatory Authority (hereinafter referred to as “**the Service Provider”**) shall provide the individual radiation monitoring service (hereinafter referred to as “**the Service**”) to

**………....................................................................** (hereinafter referred to as “**the Subscriber”**) on the terms and conditions set out in this Agreement;

Now therefore, the terms and conditions that govern this agreement are as follows:

# Scope of Agreement

* 1. This Agreement constitutes a binding agreement between the **Service Provider**

and the **Subscriber** for the provision of the Service.

* 1. Subject to the concurrence of both parties, this Agreement may be amended, at any time, as appropriate.

# Provision of the Service

* 1. The **Service Provider** agrees to provide the IRMS to the **Subscriber** as per its requirements in the Application Form submitted to the **Service Provider**.
	2. The **Subscriber** shall pay the fee as prescribed in the Atomic Energy (Fees and Charges) Regulations as provided in the fees section, for the specified monitoring period, for the issue of each Thermoluminiscent Dosimeter (TLD) Badge*.*
	3. The **Subscriber** shall, for every monitoring period, be responsible for the timely collection and return of every TLD Badge.
	4. The **Subscriber** shall notify the **Service Provider** if TLD badges are not received within five (5) days after the beginning of the monitoring period, otherwise receipt of the TLD badges is assumed. The **Subscriber** must check with the courier service before declaring a missing delivery.
	5. The **Subscriber** shall return all TLD Badges, issued for a particular monitoring period, to the **Service Provider** within five (5) days after the end of the monitoring period.
	6. A used badge will be considered “lost” if it is not returned to and received by the NDL within thirty (30) days after the end of the monitoring period.
	7. Where a **Subscriber** has informed the **Service Provider** about terminating or suspending the monitoring service, badges will be considered “lost” if they are not returned to or received by the **Service Provider** within fourteen (14) days after the effective suspension or termination date or the end of the monitoring period, whichever comes first.
	8. In the case of employees leaving the employer or institution of the **Subscriber**, individual monitoring badges must be returned to and received by the **Service Provider** within seven (7) days after the end of the monitoring period, otherwise they will be assumed “lost”.

# Monitoring and Dose Reports

* 1. The monitoring fee for badges issued to the **Subscriber** shall be on a monthly or quarterly basis depending on the activity or practice of the **Subscriber**. Special arrangements for a specific monitoring period not provided here can be made upon agreement between the **Subscriber** and **Service Provider**.
	2. The radiation monitoring service provided is for personnel whole body and environmental monitoring to monitor and report doses received by workers from external exposures to ionizing radiation at the workplace and ambient radiation levels in the environment.
	3. The radiation monitoring service is provided using TLD badges for whole body and environmental monitoring. The badge consists of a TLD card and holder or pouch.
	4. The badge must only be used for the monitoring period specified on the TLD dispatch form.
	5. In the TLD dispatch form for individual monitoring, each wearer will be allocated a badge with a unique identification number. This will be used for identification when processing and assessing the dose received by the wearer. The wearer must ensure that they only wear the badge assigned to them.
	6. The **Subscriber** must ensure that wearers do not leave their workplace with the badges. When not in use, all badges or dosimeters must be stored in areas where background radiation levels are low. Badges assigned to individuals in each department/section must be stored in a common place when not in use.
	7. The **Service Provider** shall issue a Dose Report to the **Subscriber** within thirty (30) days from the date a TLD Badge is returned to the **Service Provider**. Special dose reports such as annual dose reports may be issued upon request in writing by the **Subscriber**.
	8. In the event of a suspected unusual exposure received by the wearer(s), the **Subscriber** must notify the **Service Provider** within twelve (12) hours. In such events, the TLD badges for the concerned wearer(s) should be returned to the **Service Provider** for rapid emergency processing.

# Amendment, suspension, and termination of service

* 1. Once the agreement is signed, the **Service Provider** shall provide the monitoring service to the **Subscriber** unless terminated in writing by the **Subscriber** or the period for provision of the service as pre-defined by the **Subscriber** has been reached.
	2. Request for any amendment to the number of badges required by the **Subscriber**, addition or deletion of wearers, work places or areas monitored must be made in writing to the **Service Provider**.
	3. Changes in the address of the **Subscriber**, or request for suspension or termination of the service must be communicated to the **Service Provider** in writing.
	4. All requests for suspension of service, amendments or changes must be made at least thirty (30) days before the beginning of the monitoring period in which the changes or amendments are to be effective.
	5. The service may be terminated at any time, either by the **Service Provider** or the **Subscriber**, upon written notice being given to the other party at least thirty (30) days before the termination date.
	6. The **Service Provider** reserves the right to suspend the monitoring service if invoices are not settled within thirty (30) days of the invoice date.

# Fees and Charges

* 1. The fee for the monthly monitoring period is MWK15,000 (fifteen thousand Malawi Kwacha) per person. The monthly monitoring fee shall apply to a special monitoring period that is less than one month.
	2. The fee for the quarterly monitoring period (three months) is MWK30,000 (thirty thousand Malawi Kwacha) per person. The quarterly monitoring fee shall apply to any special monitoring period that is more than one month but less than three months.
	3. The **Subscribe**r shall pay the charge of MWK100,000 (one hundred thousand Malawi Kwacha) for any TLD Badge “lost” or returned in an irreparably damaged condition*.*
	4. Any payment made to the **Service Provider** is non-refundable.

# Declaration

This Agreement is made in good faith and in two identical copies. Each Party acknowledges that it has read and understood the terms and conditions set out in this Agreement.

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| --- | --- |
| Accepted for and on behalf of **Subscriber**(Head of Institution or Designated Representative) | Accepted for and on behalf of **Service Provider**(Executive Director or Designated Representative) |
| Name:……………………………………………………………… | Name:………………………………………………………………………. |
| Designation:……………………………………………………………… | Designation:……………………………………………………………………… |
| Date:……………………………………………………………… | Date:……………………………………….……………………………… |
| Signature:……………………………………………………………… | Signature:………………………………………………………………………. |
| Stamp: | Stamp: |