####

**GS1 Pakistan Company Prefix Application for Healthcare Sector (UDI)**

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#### Part A - Company Information

|  |
| --- |
| **Company Name:** Click or tap here to enter text.(Note: Please Confirm Above Company Name Matches NTN)  |
| **Street Address:** Click or tap here to enter text. |
| **City:** Click or tap here to enter text. | **Post Code:** Click or tap here to enter text. | **Tel (Including City Codes):**Click or tap here to enter text. |
| **Email**:Click or tap here to enter text. | **Trading Zones *(Africa, Europe, Asia…):***Click or tap here to enter text. |
| **Tax No:**Click or tap here to enter text. | **DRAP Mfg Registration No:**Click or tap here to enter text. | **No of Employees:**Click or tap here to enter text. | **Website:**Click or tap here to enter text. |

Do You Require GLN[ ] Yes[ ] No**?**

|  |  |
| --- | --- |
| If YES, Please Provide Complete GLN address if it is different from above mentioned address | [ ]  **Different Billing Address** (Please Insert Full Billing Address Below): |
| Click or tap here to enter text. | Click or tap here to enter text. |



**Part B - Contact Information**

|  |  |  |  |
| --- | --- | --- | --- |
| **CEO / Managing Director/ Proprietor:** | TitleChoose an item. | First Name:Click or tap here to enter text. | Last Name:Click or tap here to enter text. |
|  | Email:Click or tap here to enter text. |
|  | Telephone:Click or tap here to enter text. | Fax:Click or tap here to enter text. |

|  |  |  |  |
| --- | --- | --- | --- |
| **Key Contact** (For Activate Tool where you will generate your barcodes)**:**  | TitleChoose an item. | First Name:Click or tap here to enter text. | Last Name:Click or tap here to enter text. |
|  | Email:Click or tap here to enter text. |
|  | Telephone:Click or tap here to enter text. | Fax:Click or tap here to enter text. |

|  |  |  |  |
| --- | --- | --- | --- |
| **Accounts Contact:** | TitleChoose an item. | First Name:Click or tap here to enter text. | Last Name:Click or tap here to enter text. |
|  | Email:Click or tap here to enter text. |
|  | Telephone:Click or tap here to enter text. | Fax:Click or tap here to enter text. |

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####  Part C - Product Information

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. **Product category that best identifies your business.**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|

|  |
| --- |
| [ ]  Dental Instruments  |
| [ ]  Hospitals |

 |

|  |
| --- |
| [ ]  Surgical Equipments |
| Any Other Category:Click or tap here to enter text. |

 |  |  |  |

**2. Please Indicate Below the Number of Global Trade Item Numbers (GTINs) You Require:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| [ ]  1 GLN | [ ]  100 GTINs | [ ]  300 GTINs | [ ]  500 GTINs | [ ]  1000 GTINs | [ ]  5000 GTINs |

 |



#### Part D - Fee Structure

#### Any Individual/Firm/Company applying for the GTIN-14/GLN barcode numbers will be required to pay following Entrance and Three years License fees along with the GS1 Pakistan Standard Application Form duly completed. Entrance Fee (Inclusive of Govt. Taxes)

|  |  |  |  |
| --- | --- | --- | --- |
| **Entrance Fee Schedule for GTIN-14’s**  |  **Entrance Fee** | **Punjab Revenue Authority (16%)** | **Total Fee** |
| **100 GTIN-14s & Above** | PKR 58,696 | PKR 9,391 | PKR 68,087 |
| **GLN (**50% Entrance fee**)** | PKR 29,348 | PKR 4,696 | PKR 34,044 |

**(Members registering for GLN only will be required to pay remaining 50% of Entrance fee amount of Rs. 29,348/+16% PRA when applying for Additional Numbers)**

**Consolidated Fee Schedule for GTIN-14’s renewable every three years (Inclusive of Govt. Taxes)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Consolidated Fee Schedule for GTIN-14’s**  | **Three Years Fee** | **Punjab Revenue Authority (16%)** | **Total Fee** |
|  **1 GLN – 13s** | PKR 29,347 | PKR 4,696 | PKR 34,043 |
|  **100 GTIN-14s** | PKR 46,955 | PKR 7,513 | PKR 54,468 |
|  **300 GTIN-14s** | PKR 58,694 | PKR 9,391 | PKR 68,086 |
|  **500 GTIN-14s** | PKR 88,045 | PKR 14,087 | PKR 102,132 |
| **1,000 GTIN-14s** | PKR 117,392 | PKR 18,783 | PKR 136,175 |

**(RENEWAL FEE IS DUE UPON COMPLETION OF THREE YEARS FROM THE DATE OF LICENSE ALLOCATION)**

#### As of from the fourth year, companies are requested to pay the three years renewal fee. For example, if you request 300 GTIN-14s, you will need to pay Rs. 136,173/- (covering three years license fee).

####

#### Part E - Verification Charges

**Barcode Verification Fees: (1D)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** | **Qty** | **Per Unit** | **Punjab Revenue Authority (16%)** | **Total Fee** |
| UDI – 14’s | 1 – 10 (Per GTINs) | PKR 750 | PKR 120 | PKR 870 |
| Above 10 (Per GTINs) | PKR 700 | PKR 112 | PKR 812 |

 **Barcode Verification Fees: (2D) Data Matrix**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** | **Qty** | **Per Unit** | **Punjab Revenue Authority (16%)** | **Total Fee** |
| 2D Data Matrix – 14’s | 1 – 10 (Per GTINs) | PKR 1,196 | PKR 191 | PKR 1,387 |
| Above 10 (Per GTINs) | PKR 1,087 | PKR 174 | PKR 1,261 |

* If you are a printer submitting products on the behalf of a **GS1 member**, this submission must be accompanied by a letter from that **GS1 member** accepting the charges.
* **Delivery bar code test reports: -**
* Expected delivery of the report is **3 – 4 working days**. Invoice will be issued to the company and contact person nominated.

**Part F – Terms & Conditions**

1. **Grant of License**
GS1 Pakistan grants You a non-exclusive non-transferable license to use the GS1 company prefix in connection with the supply and sale of your products.
2. **Term**
The License and these terms and conditions come into effect for You on the date on which GS1 Pakistan notifies You of its acceptance of your GS1 Company Prefix License and GS1 Pakistan Membership and continues until terminated as provided in clause 9.
3. **Fees**
	1. You must pay the Membership Fee to GS1 annually **within 30 days of the date of GS1’s invoice.**
	2. **GS1 may, from time to time, increase the Membership Fee**.
	3. Where products bearing the GS1 identification numbers issued to You are already in the marketplace at the time the License is terminated, notwithstanding such termination, you will remain liable for a fee equivalent to the then current Membership Fee for the period that You continue to distribute those Products.
4. **Consent**
Member understands and agrees that its Data is shared by GS1 Pakistan with data recipients through both local and global GS1 services
5. **Warranties**
Member represents and warrants that its Data:
	1. originates from, is authorized or approved (validated) by the Member
	2. does not violate any third-party rights, including privacy rights, copyrights, trademarks, patents or other intellectual property rights of any third party, or violates any applicable laws or regulations, and
	3. does not contain any virus, Trojans, worms, logic bombs or any other materials which are malicious or technologically harmful.
6. **Data Quality**
**Member understands that Data will be validated against and shall comply with the validation rules [set out in the GS1 General Specifications, available via https://www.gs1.org/barcodes-epcrfid-id-keys/gs1-general-specifications, the Global Data Dictionary] and any other technical specifications that may be implemented and/or as amended from time to time. Member shall be responsible for the quality of the data**.
7. **Remedial Action**

If GS1 Pakistan, in its sole discretion, suspects or believes that Data is submitted to or published in GS1 Activate Solution in violation of this agreement (e.g. it violates a third party’s intellectual property rights), it may take appropriate remedial action (including, without limitation, by temporarily suspending the availability of or definitively removing the said Data from the GS1 Activate.

1. **Designees**

If Member acts on behalf of (e.g. as an agent, distributor, content provider) a Principal Member (e.g. a manufacturer) to create, maintain, manage and/or deliver its Principal Member’s Data, Member must be able to demonstrate its authority to provide Principal.

1. **Warranty Disclaimer**

GS1 Pakistan makes no warranties, express or implied, and GS1 specifically disclaims any warranty of merchantability or fitness for a particular purpose. GS1 Pakistan does not guarantee that the GS1 Numbers will meet “all requirements” of Your business.

1. **Your Conduct**
	1. You must not at any time during the term of the Membership and License, or after its termination, do or omit to do anything whereby GS1’s goodwill or reputation may be prejudicially affected or brought into disrepute.
	2. You must comply with the technical standards set out in the GS1 Pakistan manuals/guidelines and such other directions as GS1 may give from time to time.
2. **Use of the GS1 Numbers**
	1. You must only use the GS1 numbers issued to You in connection with the manufacture, sale and identification of Your Products;
	2. You must not alter the GS1 numbers licensed to You in any way;
	3. You must not transfer, share, sell, lease, sub-license or sub-divide the GS1 numbers and permit them to be used by anyone else;
	4. You must recognize GS1 Pakistan’s title to the GS1 numbers and related intellectual property and must not at any time do or allow to be done any act or thing which may in any way impair GS1’s rights in regard to GS1 numbers or related intellectual property.
3. **Indemnity**

Member shall fully indemnify, hold harmless and defend GS1 Pakistan, GS1 AISBL, as well as any GS1 Member Organization from and against all claims, actions, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including reasonable attorneys’ fees and costs), brought by any consumer, government agency or other third party which arise out of, relate to or result from :

* 1. any allegation that any use, publication or distribution of Member Data infringes any patent, copyright, trademark, data base right or other intellectual property right;
	2. any breach or alleged breach of [this agreement] or any applicable laws or regulations by Member and/or its Authorized Users; and/or
	3. any allegation that any Member Data has been made available Member in breach of the Member warranties given herein.
1. **Limitation of Liability**
	1. To the full extent permitted by law, GS1 Pakistan excludes all liability in connection with this License for any indirect or consequential loss or damage, including lost profits and revenue;
	2. To the full extent permitted by law, GS1 Pakistan’s total liability to You for loss or damage of any kind arising out of this License which is not excluded by clause 13.a is limited, for any and all claims, to the total License Fee paid during the 12-month period prior to the relevant liability accruing.
	3. Member shall be liable for the data it shares in [MO Solution]. To the fullest extent permitted by law, neither GS1 Pakistan, GS1 AISBL nor any other GS1 Member Organization shall be liable to a third party for any harm, effects or damages whatsoever, including but not limited to actual, direct, consequential, indirect, incidental or punitive damages, even if advised of the possibility of such damages, arising out of or in relation to the third party’s use of Member’s Data.
2. **Termination**

GS1 Pakistan may terminate the License immediately by giving notice if:

* 1. You fail to pay the Membership Fee by its due date:
	2. You commit a breach of Your obligations under these terms and conditions;
	3. You are declared bankrupt, go into liquidation, have a receiver or other controller appointed, or (being a company) are wound up otherwise than for the purpose of a reconstruction;
	4. Either GS1 Pakistan or You may terminate this Membership Agreement and License in any other circumstances by giving six months’ written notice to the other party.
	5. Termination of this Membership Agreement and License does not relieve either GS1 or You from liability arising from any prior breach of the terms of this Agreement.
1. **Consequences of Termination**
	1. **On termination of the Membership Agreement, your rights under this Agreement terminate and You must**:

Immediately cease applying the GS1 Numbers and Bar Codes to any of your Products manufactured or sold by You after the termination date; and

Within 30 days, pay to GS1 Pakistan all amounts due to GS1 Pakistan under this License at the termination date.

* 1. You are not entitled to any rebate or refund of the Membership Fee or any other fees or charges paid under this License, unless this License expressly states otherwise.
	2. The termination or expiry of this Agreement does not affect those provisions, which by their nature survive termination, including clause 12 and 13.
	3. Notwithstanding termination of the GS1 Pakistan License Agreement, GS1 may retain the data provided by Member. [By default, such data will be shown but marked as no longer updated. Member may however request that GS1 no longer shows the data.]
1. **General Provisions**
	1. All notices and other communications in connection with this Membership Agreement and License must be in writing and take effect from the time they are received unless a later time is specified.
	2. Notices for You will be sent to the address specified on your Membership application (or such other address as You may notify GS1 Pakistan of from time to time).
	3. This Membership Agreement and License is governed by the law in force in Pakistan. Each party submits to the non-exclusive jurisdiction of the courts of that place.
2. **Membership Agreement and License is governed by the law GS1 GTIN 14s used for unique identification of medical devices (“Unique Device Identifiers” or “UDI”)**
	1. **Member Company understands that GS1 Pakistan is a member of the global GS1 organisation (“GS1 Global Office”), which has been accredited by certain regulatory agencies as an issuer of UDIs and, in that capacity, both are subject to certain regulatory obligations (e.g. reporting of companies that use the GS1 standards for unique identification of medical devices).**
	2. **Member Company understands that when it uses GS1 GTIN 14s to identify a product that may be characterised as a medical device under the laws of the country where such product is marketed (a “Medical Device”), the following rules shall apply:**
		1. **upon applying for a license Member Company must inform GS1 Pakistan if a GS1 GTIN 14s will be used to identify a Medical Device and in which country the related product will be marketed;**
		2. **Member Company is and shall at all times remain responsible for the information about the Medical Device provided by it to GS1 Pakistan and for compliance with any applicable regulatory obligations and shall ensure any information provided to MO is accurate and up to date at all times;**
		3. **GS1 Pakistan may monitor correct implementation of the GS1 Standards by Member Company;**
		4. **In case GS1 Pakistan identifies a Deficiency (as defined in section c below), GS1 Pakistan may inform Member Company in writing (addressed to Member Company’s usual contact person) of such Deficiency, suggesting a way to correct the Deficiency and requiring Member Company to correct such Deficiency within 90 calendar days from the date of the notification (the “Correction Period”).**
		5. **GS1 Pakistan may monitor whether Member Company has corrected a Deficiency within the Correction Period. Failing such correction, at the latest eight (8) calendar days after expiry of the Correction Period, GS1 Pakistan may contact Member Company again and seek to amicably resolve the Deficiency.**
		6. **If the Deficiency is not corrected within an additional period of 90 days from the expiry of the Correction Period and pertains to a repeated and/or deliberate misuse of the GS1 Standards related to UDI, GS1 Global Office, working with the GS1 MO, may inform the regulator and modify the use (incl. suspension and revocation) of the GS1 Company Prefix for UDI implementation in the relevant jurisdiction, as a follow-up action taken in cooperation with the relevant regulator.**
		7. **Member Company acknowledges and agrees that GS1 Pakistan must, in the context of its regulatory obligations, share certain information with the relevant regulators either directly or via GS1 Global Office, including without limitation: the fact that Member Company uses the GS1 GTIN 14s to identify Medical Devices marketed in the regulator’s country, the GS1 GTIN 14s, the name of Member company, as well as any identified and uncorrected Deficiencies. Member Company understands that neither GS1 Pakistan nor GS1 Global Office may be held liable for any direct or indirect consequences, losses or damages resulting of GS1 Pakistan and/or GS1 Global Office providing such information to a regulator.**
	3. **For the purpose of this section, a “Deficiency” means any of the following: a misconstruction of the identifier, a mismatch between the name of the company holding the license for the GS1 Key and the company using the GS1 Key or any other inaccurate, incomplete or outdated information.**

[ ]  **I have read all the terms & conditions thoroughly.**

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**Part G - Bank Details**

**GS1** Pakistan (Guarantee) Ltd

Habib Metropolitan Bank Ltd.

Paper Market Branch

New Challi, Karachi

A/c No: 6-01-13-20311-714-182748

IBN: PK68 MPBL 0113 0271 4018 2748

(Note: If you pay by bank transfer, please transfer the required amount exclusive of local bank charges.)



#### Part H - Declaration

Please send “proof of payment” with your completed Application to shahid@gs1pk.org, state the reason for payment as: “**GS1 Pakistan (Guarantee) Ltd.**” and include the NAME OF YOUR COMPANY.

**ATTN: Accounts Department**

**GS1** Pakistan (Guarantee) Ltd

Office No. B-2, 2nd Floor,

Azzainab Court, Campbell Street,

Karachi-74200 (Pakistan)
**T** +92(0)21-3221 5844 / 3260 1331

**E** info@gs1pk.org

**NTN:** 3338081-3
**PNTN:** 3338081-3 (Punjab Revenue Authority)

I/We Click or tap here to enter text. have read and agreed to abide by the ***Terms and Conditions*** (Part F of Application enclosed) of the GS1 Company Prefix License.

Digital Signature: Click or tap here to enter text.

Date: Click or tap to enter a date.