

Prometheus
Medical Management GmbH
Schloßstraße 19, 82031 Grünwald



General Terms and Conditions

for doctors

PROMETHEUS Medical Management GMBH

Schloßstr. 19, 82031 Grünwald represented by
the

Managing Director: Lawyer Harald Schüttelhöfer

§1 Scope of application

The following terms and conditions apply to the placement relationship between physician and PROMETHEUS Medical Management GmbH (hereinafter referred to as "PROMETHEUS").

§2 Subject matter of the contract

On behalf of hospitals, clinics, practices, etc. (hereinafter referred to as "Client") PROMETHEUS searches for suitable and available specialists (m/f) and experienced assistants (hereinafter referred to as "Physician") and arranges the conclusion of temporary agency agreements on a fee basis as well as employment contracts between clients and fee-based physicians. The following terms and conditions apply to the business relations between PROMETHEUS and the clients as well as between PROMETHEUS and the freelance fee-based doctors.

§3 Procurement activities

The client commissions PROMETHEUS with the placement of a physician on a fee basis or within the framework of an employee leasing contract between client and physician. This includes the organization and coordination of negotiations between the parties and the organizational preparation of the representation. In the case of a temporary employment contract, the client shall pay the invoice drawn up by PROMETHEUS. In the case of an employment contract on a fee basis, the client shall pay the physician a fee. PROMETHEUS shall invoice the services of the physician on his behalf to the client. The placement is free of charge for the doctor. The commission is borne by the client.



§4 Participation and information obligations of the physician

PROMETHEUS will receive the following documents required by the physician before signing the fee/employment contract: Certificate of approval, identity card, medical certificate, proof of professional liability insurance (if available) and a curriculum vitae.

The physician must inform PROMETHEUS without delay of any contract disruptions, service hindrances and any termination of the fee agreement.

§5 Non-disclosure agreement

The physician undertakes not to disclose all information about the clients and their companies and PROMETHEUS that has become known within the framework of a placement relationship.

Furthermore, the physician undertakes to treat all data received by PROMETHEUS in connection with the placement activity of PROMETHEUS confidentially and not to disclose them to third parties.

for the purpose of direct application.

Otherwise PROMETHEUS shall be entitled to compensation for the damage caused by the illegal use of the information.

This obligation shall also apply after termination of this contractual relationship.

§6 Warranty

Unless otherwise agreed, the client shall take out his own liability insurance to ensure that the liability risks within the scope of the medical work of the fee representative are fully covered. It is the physician's responsibility to cover any additional liability risks. The agreements made between the doctor and hospital in the respective fee contract are decisive.

PROMETHEUS does not assume any liability for the availability, professional qualification and performance of the fee representative.



§7 Cancellation and termination

The contracting parties (client and physician) may terminate their contract at any time and without notice, unless otherwise agreed in the contract, if there is an important reason. If the doctor is unable to provide the service for an important reason (e. g. illness, death of a close relative), the doctor must inform the client and PROMETHEUS immediately. Proof of important reasons can be requested from PROMETHEUS and/or the client.

The client may also terminate the doctor's contract for good cause. An important reason is in particular the non-suitability of the fee representative. Notice of termination must be given in writing and must be justified. The notice of termination must be given to PROMETHEUS immediately. If possible, PROMETHEUS will propose alternative candidates.

There is no obligation to provide services through PROMETHEUS.

§8 Data protection

Both the client and the contractor agree to the electronic storage of the data in a data processing system and to PROMETHEUS passing on the data to the respective other contractual partners - taking into account any blocking notices - by PROMETHEUS. This consent can be revoked at any time in writing by e-mail, fax or post. It is ensured that the data will be treated confidentially in compliance with statutory provisions and will only be used for the intended purpose in accordance with §§ 13,14 of the Federal Data Protection Act. In accordance with § 33 of the Federal Data Protection Act, it is pointed out that the data are stored in a data processing system and that it is ensured that the data are not disclosed to unauthorized persons.

§9 Forfeiture of claims

Claims from the placement contract must be asserted in writing to PROMETHEUS within a period of 3 months after termination of the representation. After expiry of this period, the claims shall be deemed forfeited.

§10 Final provision, severability clause

All changes to these General Terms and Conditions must be made in writing. Should one of the aforementioned provisions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.



§11 Applicable law, place of jurisdiction

The laws of the Federal Republic of Germany shall apply. The place of jurisdiction is Grünwald near Munich.

Last update: June 16th, 2017