

Title	Accreditation contractual agreement between ACCREDIA and Bodies providing conformity assessment services (CABs)
Reference	CO
Revision	06
Date	14-01-2018

NOTE: The present document represents the English version of document under reference at the specified revision. In case of conflict, the Italian version will prevail. To identify the revised parts reference must be made to version in Italian language only.

Preparation	Approval	Authorization	Application date
The Quality Manager	The General Director	The President	06-03-2018

AGREEMENT

BETWEEN

ACCREDIA – the Italian Accreditation Body – legally constituted on July 16, 2009. – in the person of its President, Giuseppe Rossi, with registered office in Via Guglielmo Saliceto 7/9, 00161, Rome, Fiscal Code/VAT n°: 10566361001 (hereafter referred to as "**ACCREDIA**")

- by and between-

AND

Position/title - _____ - in the person of its Legal Representative with head office in _____ Fiscal code/VAT n°: _____ (hereafter referred to as the "**CAB**").

Unless expressly stated, "CAB" is taken to mean any/all of the following bodies:

- Certification Body of Systems;
- Certification Body of Personnel;
- Certification Body of Product/Service;
- Inspection Body;
- Verification Body;
- Convalidation Body;
- Calibration Laboratory;
- Testing Laboratory;
- Medical Laboratory;
- Proficiency Testing Provider (PTP);
- Producer of Reference Materials (RMP);
- other type of third party independent Laboratory or Conformity Assessment Body.

-and-

(**ACCREDIA** and **CAB** shall hereafter be referred to as "parties", or, individually, as "**Party**")

WHEREBY

- a) ACCREDIA is a non-profit association legally constituted on 16-07-2009;
- b) ACCREDIA is the sole national Accreditation Body providing accreditation for CABs;
- c) ACCREDIA became the sole national Accreditation Body pursuant to the Presidential Decree of 22-12-2009, article 2, whereby: "*pursuant to article 4, comma 2 of Law n.99 of 23.07.2009, ACCREDIA, a non-profit association, possessing legal entity under private law... is designated as the national Italian accreditation Body*" with exclusivity in Italy for such services;
- d) ACCREDIA is signatory to the multi-lateral agreements of mutual recognition:
 - of the European Cooperation for Accreditation (EA-MLA);
 - of the International Laboratory Accreditation Cooperation (ILAC-MRA);
 - of the International Accreditation Forum (IAF-MRA).

for the above areas, in accordance with the standards of conformity assessment recognized by EA, ILAC and IAF with the exception of the RMP scheme for which the EA MLA agreements are not yet in force;

- e) the assessment of the conformity of CABs to the requirements of the applicable standards (Regulation CE 765/2008, to the Law Decree of the designation of ACCREDIA of 22-12-2009) for accreditation activities (hereafter referred to as "Accreditation") carried out according to the modalities of and provisions of ACCREDIA's documents, (such as General and Technical Regulations, the Pricelist) which are applicable for all types of CAB, published on ACCREDIA's website (www.accredia.it) and available from ACCREDIA's head office hereafter referred to as "Documents") in compliance with the standard UNI EN ISO 17011;
- f) accreditation does not involve any reduction of the responsibilities associated with the activities of the CAB;
- g) the CABs have full responsibility for all their activities undertaken with regard to third parties;
- h) accreditation constitutes a declaration of adequacy (adequacy audit and therefore not a compliance or conformity audit) of the organization and procedures adopted by the CAB to provide a competent, consistent and impartial service resulting from full compliance with the reference standards and regulations;
- i) accreditation is voluntary unless it is made mandatory by a specific standard for any CAB which conforms with the requirements of the applicable standard and with the relevant ACCREDIA regulations contained in the documents;
- j) the CAB has voluntarily applied to ACCREDIA for accreditation for the scheme/s (systems, products, personnel, inspection services, exams, calibrations, producer of reference materials, proficiency testing providers) which are given in the Annex to the accreditation certificate (hereafter referred to as the "certificate of accreditation");
- k) the CAB has declared that it possesses all the necessary competences required by the applicable standards and ACCREDIA regulations to obtain Accreditation;
- l) ACCREDIA, having verified, by means of the modalities contained in the Documents, that the requirements of the applicable standards and ACCREDIA regulations are respected, undertakes the accreditation of the CAB for the schemes (system, product, personnel,

inspection, calibration, tests, producer of reference materials, provider of proficiency tests) which are given in the Annex to the Accreditation Certificate;

- m) ACCREDIA and the CAB, by means of the present contractual agreement, regulate their relations as set out below.

All this being granted, between ACCREDIA and the CAB.

IT IS AGREED AS FOLLOWS

ART. 1

EFFICACY OF THE CONDITIONS AND OF THE ACCREDITATION DOCUMENTS

The premise and the documents constitute an integral and essential part of the present agreement.

ART. 2

OBJECT

2.1. With the present agreement ACCREDIA confirms, following the successful outcome of the assessment activities performed, the granting of accreditation to the CAB for the scheme/s (systems, product, inspection services, tests, exams, calibrations, producer of reference materials, proficiency testing providers) which are given in the Annex to the Accreditation Certificate which may be undertaken by the accredited location/s of the CAB.

2.2. The CAB shall be identified by the accreditation number _____ which also identifies the present agreement.

2.3. The accreditation is granted under the conditions of the present agreement as well as those of the documents.

ART. 3

ACCREDIA'S OBLIGATIONS

3.1. ACCREDIA, after verifying the conformity of the CAB, using the modalities set out in the documents, to the requirements for accreditation in accordance with the applicable standards and documents, authorizes the CAB to declare its conformity regarding accredited activities, services, calibrations, tests and exams, production of reference materials, proficiency testing providers and in its own documents, with the modalities and within the limits defined in the documents.

3.2. ACCREDIA shall plan, or organize the planning of, the necessary activities for the verification of the compliance over time, with the requirements for the accreditation and for the performance of any corrective actions. Audit and assessment activities shall be conducted in accordance with the applicable Documents.

- 3.3.** ACCREDIA shall publish on its website www.accredia.it, on a regular basis, the list of CABs which have obtained accreditation.
- 3.4.** ACCREDIA shall promptly communicate to the CAB, with the necessary promptness and modalities given in article 14, any modification to the documents.
- 3.5.** ACCREDIA shall promptly communicate to the CAB any interruption in the performance of accreditation activities for a certain scheme.
- 3.6.** ACCREDIA shall communicate to the CAB if it intends to sub-contract any activities to another accreditation body signatory to the EA/IAF MLA and ILAC MRA International agreements;
- 3.7.** ACCREDIA shall publish all updated documents on its website – www.accredia.it.
- 3.8.** ACCREDIA checks that the CAB performs all the technical and procedural operations which enable and guarantee the transfer of measurement units from the reference level of primary samples to the applicative level by means of an uninterrupted chain of comparisons.
- 3.9.** ACCREDIA shall inform the CAB, by registered post or by certified email, when extreme occur, of the request for access to administrative documents in compliance with Law n.241 of August 7, 1990 and of Presidential Decree n. 184 of April 12, 2006.

ART. 4

THE CAB'S OBLIGATIONS

- 4.1.** The CAB, by signing the present Agreement, takes cognizance of and accepts all the requirements of the obligations contained in the applicable documents.
- 4.2.** The CAB shall retain conformity with Reg. (CE) n.765/2008 (article 7).
- 4.3.** The CAB shall continue over time to meet the requirements for the maintenance of accreditation for the scope for which it was accredited by ACCREDIA and to collaborate with ACCREDIA so that it can verify such fulfillment. This involves keeping updated all modifications introduced by ACCREDIA to the documents which ACCREDIA publishes in accordance with the modalities defined in article 3.4 and it shall accept and apply such modifications unless it decides to invoke its private right, according to article 5, to withdraw from the present agreement.
- 4.4.** The CAB shall inform ACCREDIA if it is no longer able to meet the requirements for accreditation.
- 4.5.** The CAB shall inform all users of the existence of the present Agreement, for the performance of accredited activities of systems, services, tests, exams, calibrations, producer of reference materials, proficiency testing providers, allowing the user to view the present agreement as well as the provisions contained in the various documents.
- 4.6.** The CAB shall respect ACCREDIA's policy with respect to use of the accreditation mark and publicizing accreditation only concerning the accreditation scope in question.
- 4.7.** The CAB shall guarantee that:

- a) all the accredited activities, services, exams, calibrations, tests, production of reference materials, proficiency testing providers are carried out in accordance with the ACCREDIA requirements and with all reference documents in the Annex to the accreditation certificate;
- b) its activities shall conform with the requirements for obtaining accreditation.

4.8. Where applicable, in accordance with the documents, the CAB shall permit ACCREDIA assessors to perform assessments of accredited activities, also unannounced, at its office/s and at those of its clients and suppliers holding sub-contracts and including such possibility in the contract in order to ensure maintenance by the CAB of the requirements for accreditation.

The CAB shall offer all the necessary collaboration so that ACCREDIA's assessors can examine documents, records, activities, office areas and all else necessary for assessment of the CAB against the requirements for accreditation.

4.9. The CAB is obliged to pay for assessment activities and the annual maintenance of accreditation in line with and under the conditions of the pricelist.

4.10. The CAB shall immediately inform ACCREDIA of the following:

- a) any interruption in the performance of accredited activities;
- b) any changes to corporate structure, transfer of ownership of accreditation to a new juridical entity, due to change of name, ceding of a corporate branch to another CAB or any other corporate change;
- c) any changes to the CAB's locations (e.g. opening, transfer and/or closure of a location or locations where accredited activities are performed);
- d) any substantial change in the CAB's corporate structure with respect to the structure previously communicated:
 - changes in management staff;
 - changes in contact staff with the accreditation body;
 - changes in staff authorized to sign for the issue of reports of tests, calibration certificates, documents related to a reference material.

This includes also administrative bodies, bodies representing the interested parties (where necessary) of the person responsible for the issue of conformity assessments;

- e) any other substantial change which could influence the CAB's capacity to maintain conformity with the requirements for accreditation.

4.11. The CAB expressly declares that it is responsible for all activities undertaken and that, in no case whatsoever, shall it hold ACCREDIA responsible for such activities. It shall indemnify ACCREDIA from any claim whatsoever, request and/or action proposed by third parties with respect to ACCREDIA for activities undertaken by the CAB by virtue of the present agreement.

4.12. The CAB takes all responsibility with regard to third parties for all activities undertaken under the present agreement.

4.13. The CAB shall respect all the occupational health and safety requirements in accordance with the standards, and shall provide to ACCREDIA, during the programming of on-site assessment activities, detailed information regarding accident and emergency prevention measures, by sending the form MD-19 within 10 calendar days of the date of the assessment, except in cases of a non-programmed surveillance assessment, for which a period of **7 working days** is set.

4.14. In cases as described in § 4.10, the CAB shall submit to ACCREDIA the names of newly designated staff and their CVs. For such persons, the position is deemed to be covered of ACCREDIA raises no objections within 30 days of receipt.

4.15. The CAB shall guarantee access for the ACCREDIA assessors at the locations of its clients where accredited activities/services/tests/calibrations/production of reference materials/organization of proficiency tests take place-

4.16. The CAB shall guarantee access for the ACCREDIA assessors at the locations of sub-contracted/outsourced suppliers in accordance with the accredited documents/services/exams/tests and calibrations.

4.17. The CAB shall not undertake any action which may be considered damaging or which could discredit accreditation activities.

4.18. The CAB shall duly investigate and resolve any complaints regarding accredited activities if informed of such by ACCREDIA.

4.19. The CAB shall promptly inform ACCREDIA of all legal proceedings regarding accredited activities and also with regard to administrative and judiciary provisions related to its internal and external personnel regarding accredited activities. The CAB shall not send ACCREDIA judicial data, in accordance with the privacy laws.

4.20. The CAB's obligations, if it is a testing or medical laboratory, (hereafter referred to as "laboratory") or a PTP are as follows:

- a) the laboratory/PTP, in situations of unavailability or negative change in terms of human resources or instruments for the performance of tests/proficiency tests, shall suspend the issue of reports of such tests with the ACCREDIA mark as well as all references to accreditation concerning only those tests where such failures apply until such time as the problems have been resolved. In these cases the laboratory or PTP shall communicate as such to ACCREDIA by registered post with recorded delivery. The resumption of activities before such failures and the application of the ACCREDIA mark can only take place following a positive assessment of the effectiveness of corrective actions implemented by the laboratory/PTP and verified by ACCREDIA;
- b) if requested by ACCREDIA, the laboratory shall carry out tests as a part of the assessment visit , or outside of these, including participation in inter-laboratory circuits and PTs as defined in the relevant applicable documents. In such cases ACCREDIA and the laboratory shall reach an agreement concerning the operative modalities. The laboratory shall meet the costs of such activities.

4.21. Specific obligations for the CAB if it is a calibration laboratory or producer of reference materials (hereafter referred to as a "RMP") as follows:

- a) the calibration laboratory/PTP shall perform accredited calibrations and measurements guaranteeing metrological traceability of results obtained in conformity with the applicable standards and laws, applying also the principles of ILAC-P10 "*ILAC Policy on the Traceability of Measurement Results*" according to the policy published by ACCREDIA;
- b) the calibration laboratory/RMP, in situations of unavailability or negative change in terms of human resources or instruments for the performance of calibrations or production of reference materials, shall suspend the issue of calibration certificates and documents related

to reference materials with the ACCREDIA mark, only for the sectors involved in such situations until such time as the problems have been resolved. The calibration laboratory/RMP shall communicate as such to ACCREDIA and resume accredited activities only following a positive assessment of the effectiveness of corrective actions;

- c) if ACCREDIA considers it necessary, the calibration laboratory or RMP shall carry out calibrations or the production of reference materials as part of on-site assessments or of another assessment;
- d) for the metrological confirmation of its instruments, the calibration laboratory/RMP shall respect the periodicity of the calibrations and internal controls defined in the technical procedures approved by ACCREDIA;
- e) the calibration laboratory shall prepare a suitable program of comparisons, periodically re-examined, updated and monitored, to demonstrate that the scope of accreditation is covered throughout the cycle of accreditation. The calibration laboratory shall develop this program in conformity with ACCREDIA's policy using providers of ILCs and PTPs with the competence to perform calibrations according to ACCREDIA's requirements. The calibration laboratory shall, if ACCREDIA deems it necessary, perform calibrations requested by ACCREDIA as a part of the on-site assessment of or another assessment;
- f) the calibration laboratory/RMP shall send to ACCREDIA the information regarding accredited calibration certificates or reference materials certificates in accordance with the procedures set out in the relevant instructions;
- g) the calibration laboratory/RMP authorizes ACCREDIA to publish on its website the names of reference personnel for accredited activities.

4.22. Specific obligations for all CABs which certify management systems, personnel, product/service, for inspection, verification, validation bodies (hereafter referred to as "body"):

- a) all the bodies (which are accredited for management, product and personnel schemes) shall send to ACCREDIA the data regarding entities or persons possessing certifications issued by them, in accordance with the applicable ACCREDIA procedures set out in the relevant instructions. The Body shall send to ACCREDIA (by means of the SIAC service, made available by ACCREDIA with the collaboration of a services organization directly through access to ACCREDIA's website or the website of third parties indicated by ACCREDIA), all updated and correct information regarding certificates issued under its responsibility, and shall also communicate all information concerning the withdrawal of certification in the QMS scheme, IAF sector 28, also for legal purposes;
- b) the bodies shall remain exclusively responsible concerning the entities which use the service and also regarding organizations providing services (e.g. AVCP, SOA, contract companies, the market in general), as well as ACCREDIA, for any damages deriving from imprecision and/or late publication of data, indemnifying ACCREDIA from any responsibility, complaint or claim for damages in such cases of failure to meet obligations. The information gathered by ACCREDIA can then be published on its website and, as it is publicly available information, it can be provided by ACCREDIA to third party users of certification (e.g. Chamber of Commerce, research institutes, CRIF, CERVED, ANAC, ENEA, IAF, etc..) also entirely, so that users can, in turn, divulge it to the public once ACCREDIA has already done so;
- c) the bodies shall contribute, in accordance with its possibilities and interests, to ACCREDIA's activities for the improvement of existing accreditation schemes and the development of

new ones as provided for by the procedures in force. ACCREDIA shall provide the bodies with all the information needed to improve their involvement in the above activities;

- d) the body shall communicate to ACCREDIA the revenue data related to conformity assessment activities carried out under accreditation in accordance with the ACCREDIA pricelist and shall give to ACCREDIA all the evidence of such as confirmation that the revenue data is in order. As well as the details of the revenue, ACCREDIA may request information concerning the number of certifications issued to auditors, the number of audit days and all other information which may be necessary to maintain correct accreditation control activities;
- e) the body shall promptly send to ACCREDIA the full and updated program regarding its inspection activities and all other necessary information for the performance of assessments by ACCREDIA in good time for these to be planned. Some certification and inspection schemes in the mandatory area do not require a program: for these, the bodies shall in any case offer maximum collaboration with ACCREDIA-DC for identifying activities which require assessment. Upon request from ACCREDIA-DC the bodies shall also send the list of all audits performed in the period specified by ACCREDIA-DC to enable the conduct of market surveillance visits;
- f) the body commits to maintain updated the documents in the section "personnel structure of the CAB" in the reserved area of ACCREDIA's website;
- g) the body shall allow ACCREDIA, as provided for in the regulations for accreditation, to view accounts documents during the office assessment;
- h) the accredited body shall not issue non-accredited certificates in the same scope;
- i) for management system certifications an accredited body shall not perform consultancy activities for organizations with regard to any management system, including non-accredited ones;
- j) the body, in situations of unavailability or negative change in terms of human resources or instruments for the performance of calibrations, shall suspend the issue of calibration certificates and reports bearing the ACCREDIA mark, only in those areas where the failures apply, until such time as the problems have been resolved. In such cases the CAB shall communicate to ACCREDIA by registered post, by email or certified email. The resumption of activities before such failures and the application of the ACCREDIA mark can only take place following assessment of the effectiveness of corrective actions by ACCREDIA.

ART. 5

WITHDRAWAL FROM THE CONTRACTUAL AGREEMENT

5.1. The CAB may withdraw from the present contractual agreement at any moment before its expiry natural or renewed, by means of a letter sent by registered post, electronic mail (by email or by certified email if applicable), to ACCREDIA.

5.2. In cases of withdrawal, the CAB shall act as follows: 1) inform the persons/entities requesting activities, services, tests, exams, calibrations, production of reference materials, proficiency testing providers, with which it is in contact in that period, of the withdrawal from the present agreement; 2) stop immediately the issue of certifications, of testing and inspection reports, of calibration certificates bearing the ACCREDIA mark and any other references to accreditation or form of publicity using accreditation; 3) send back to ACCREDIA the original of the accreditation certificate; 4) no longer declare that it is an accredited CAB.

5.3. In order to guarantee to the persons/entities requesting the activities, services, tests, exams, calibrations, production of reference materials, organization of proficiency tests of the CAB, ACCREDIA has the right to make known, at the locations and using the appropriate modalities, the withdrawal from the present agreement.

5.4. Withdrawal from or renunciation of accreditation does not mean the cessation of contractual obligations with ACCREDIA: ACCREDIA may resort to enforceable collection and the recovery of expenses, plus interest, in compliance with the applicable laws.

ART. 6

DURATION OF THE CONTRACTUAL AGREEMENT

6.1. The present agreement comes into force from the date of the decision to grant accreditation and terminates at the date of expiry of accreditation.

6.2. Variations to items contained in the accreditation schemes (sectors, extensions, types of tests, exams, proficiency tests, reference materials, calibrations and measurements, measurement fields, uncertainties etc.) may be implemented during the period of the agreement without the necessity of modifying it. This is done by means of a formal request to ACCREDIA which, after the necessary verifications, shall report the necessary modifications in the Annexes to the certificate of accreditation.

6.3. In cases of a change in the corporate legal status or name of the CAB, ACCREDIA shall carry out the necessary verifications and subsequent issuance of a new certificate of accreditation as well as the relative Annexes with updated data without there being the need to sign a new agreement.

If the change involves any juridical modifications on the part of the CAB such as a change in fiscal code or VAT number, or of transfer of ownership of accreditation, the CAB shall sign a new accreditation agreement that shall not last longer than the expiry of the accreditation certificate.

ART. 7

PAYMENT

The parties agree that all sums owed by the CAB to ACCREDIA are based on the existing pricelist. In cases of CAB's belonging to the Public Administration, the sums shall be issued in compliance with Law 136/2010 on the traceability of payments made by the Public Administration. In particular, ACCREDIA has the obligations regarding the traceability of financial flows in compliance with article 3, paragraph 8 of Law 136/2010.

If there are any changes to the pricelist, provided that there is an approved cost estimate, services will be invoiced according to the pricelist at the time of the activities performed.

In the period preceding the withdrawal of the CAB from the agreement, the pricelist remains as it was before any variations only for activities undertaken at the moment of the termination of accreditation.

The CAB has the right to withdraw from accreditation within six months of receipt of the modification to the pricelist.

ART. 8

FISCAL REGIME

Under the terms of the present agreement VAT is applicable at the fixed rate in cases of registration.

ART. 9

COURT OF LAW

For the settlement of all disputes regarding the interpretation, fulfillment, or subsequent to a resolution of the present agreement and its obligations, after appeal to the reconciliation procedure as set out in the "Unique regulation of reconciliation" drawn up by Unioncamere, the parties choose the court of Rome as the competent jurisdiction, to the exclusion of all other courts.

ART. 10

RETENTION

A copy of the present agreement shall be kept at the head office/s of the CAB, together with updated documents.

ART. 11
DECLARATION BY THE CAB

11.1. The CAB, having viewed the rights and obligations of the present agreement and other relevant documents, shall respect all pertinent obligations.

11.2. The CAB declares and guarantees that it possesses all the competences required by the standards and by the ACCREDIA regulations contained in the relevant documents.

11.3. The CAB declares and guarantees, taking all responsibilities, that all communications it makes to ACCREDIA, both written and during the assessment visits, correspond to the truth.

11.4. The CAB declares and guarantees, taking all responsibilities, that all the data carried in the documents which it presents to ACCREDIA, during the assessment visit and at all other times, correspond to the truth.

ART. 12
CLAUSE OF DEFEASANCE

12.1. Failure by the CAB to respect any of the requirements of articles 4, 7, 11 and 13 of the present agreement is a serious breach and is sufficient for ACCREDIA to terminate it with no further obligation with respect to the CAB, other than to give written communication of such termination. ACCREDIA has the right to claim damages in such cases.

12.2. The parties accept that the present agreement is annulled with immediate effect in the following circumstances:

- a) economic failure of the CAB or cessation of activities;
- b) non-payment of sums owed by the CAB to ACCREDIA after over 180 days have passed since ACCREDIA imposed a sanction of suspension of accreditation;
- c) if it comes to ACCREDIA's attention that:
 - there is an objective situation which would have prevented the signing of the agreement;
 - there are facts which demonstrate that the CAB has not behaved with competence or impartiality;
 - fraudulent behavior on the part of the CAB;
 - there are substantial variations in the CAB's set-up, ownership or management such as to constitute non-fulfillment of the accreditation requirements.

12.3. In order to guarantee the activities/services/tests/exams/calibrations/production of reference materials/organization of proficiency tests of the CAB, ACCREDIA retains the right to make known, using the appropriate channels and modalities, the act of termination of the present agreement.

ART. 13

CLAUSE OF CONFIDENTIALITY

13.1. The parties shall adopt all necessary measures to ensure that all information and/or technical knowledge exchanged regarding the fulfillment or termination of the present agreement, acquired during the performance of activities pertaining to this agreement, remains strictly confidential and shall not be communicated to third parties.

13.2. The parties shall not divulge the contents of reports concerning conformity assessment activities, which are the property of the recipient, except in cases where ACCREDIA receives a request of access to administrative documents from a third party pursuant to Law n.241 of August 7, 1990 and to Presidential Decree n.184 of April 12, 2006, or any other legal obligations.

13.3. Under article 1381 of the Italian civil code, the parties shall ensure that their employees, collaborators, agents, managers and other appointees, maintain absolute confidentiality with regard to the above information.

13.4. Each Party shall communicate to the other party, in writing, any event which, in accordance with articles 13.1 and 13.2, may lead to the disclosure of confidential information, at least five days in advance of such disclosure. Nevertheless it remains understood that in cases of the disclosure of information, the parties shall do all they can to avoid and/or minimize all undesired results.

13.5. The constraints contained in the present article are not applicable to:

- a) every communication or declaration authorized by the interested party;
- b) every necessary communication for the purposes of the proper conduct of the present agreement except for the obligation to advise beforehand the interested parties of the necessity of the communication and to obtain authorization from such parties. If a party avails itself of the right to obstruct such disclosure, it renounces the right to any objection and/or pretext deriving from and resulting failure which is a consequence of the obstruction;
- c) any information in the public domain, provided that it does not derive from a breach of the present article.

13.6. The commitments to confidentiality under the present article shall remain valid for the parties also after termination, in whatever way this may occur, of the present agreement.

ART. 14
COMMUNICATIONS

14.1. All the communications regarding the present agreement shall be made in written form, also by fax, email, certified email or by any other suitable means unless otherwise prescribed, to ensure receipt of communication and shall be considered validly undertaken observing the requirements as specified below:

a) for ACCREDIA, at the head office of the competent department (Via G. Saliceto 7/9, 00161 Roma, Via Tonale 26, 20125 Milano, Strada delle Cacce, 91 10135 Torino);

b) for the CAB, at the head office in, _____, Street name _____
n. _____

Fax n. _____ for the attention of.

14.2. The parties may modify their addresses by communicating as such in writing and the CAB may change the name of the reference person to whom a communication is sent.

ART. 15
CHOICE OF DOMICILE

The parties, in all matters regarding the present agreement, including any judicial notification and sending of communications as per the above articles, choose domicile at their respective head office as per article 14 above.

Any modifications to addresses, fax numbers or, concerning the CAB, name of recipient for attention, as stated in article 14 and, therefore, of choice of domicile, shall be promptly communicated to the other party by registered mail.

ART. 16
ALLOWANCE

The allowance by one party of behavior by another party which infringes the present agreement does not constitute and cannot be interpreted to constitute, a renunciation of the rights deriving from the violated regulations or the right to require correct fulfillment at a moment in the future.

ART. 17
TREATMENT OF PERSONAL DATA

The parties agree that the treatment of all personal data requested and acquired on the act of creation and throughout the period covered by the agreement shall be in accordance with Law Decree Privacy Code 196/2003 and, upon expiry, with Reg. (EU) 769/2016.

The treatment of such data shall be instrumental for the management of all activities related to the process of accreditation deriving from the present agreement, also, in general, the fulfillment of all the obligations of the applicable standard and, in particular, with article 6 of Reg. (EU) 679/2016 paragraph 1, letters b) c) and e).

The treatment of data shall take place by manual and IT tools and with aims strictly limited to the necessary goals and shall guarantee their safety and confidentiality (Reg. 679/2016, article 32).

The sending of personal data, with reference to management, is obligatory.

The parties acknowledge that all recorded data shall be kept in archives and databases and treated as part of the management of all actions related to the present agreement [Reg. (EU) 679/2016 article 6 paragraph 1, letter b)].

For the treatment of data they possess, both parties shall observe the rights of those involved [Reg. (EU) 679/2016, articles 13, 14, 15, 16, 17, 18, 19, 20 and 21].

Some data may be given in paper and/or electronic form to external organizations for archiving [Reg. (EU) 679/2016 article 6 paragraph 1, letter f)].

The parties acknowledge that data shall not be the object of communication, other than for bodies/persons to whom it is sent for the performance of obligatory activities in compliance with the present agreement and not for diffusion [Reg. (EU) 679/2016 article 6 paragraph 1, letters b) and c)].

For data regarding certified professionals, the person in question is informed of the treatment of his/her data by the CAB. All the treatments shall be described, including those concerning publication in the ACCREDIA databank for certified professionals (196/2003 Article 2 paragraph 1). Upon logging of the data in the ACCREDIA databank, the CAB is required to accept a disclaimer guaranteeing that the person in question has given his/her consent¹. If this is not so, the data is not logged. [Reg. (EU) 679/2016 article 6 paragraph 1, letter a)].

The period of preservation of personal data depends on the obligations regarding accreditation [Reg. (EU) 679/2016 article 13 paragraph 2 letter a)].

ART. 18

APPEALS

The CAB may appeal against decisions and actions made by ACCREDIA towards it within the ambit of the present agreement, giving reasons in conformity with the statute and other applicable accreditation regulations.

The appeal does not interrupt the enforceability of the provisions adopted with respect to the CAB unless the Commission of Appeals rules otherwise.

¹ ISO/IEC 17024 §7.3.3 The Certification body shall ensure that information obtained during the certification process, or from sources other than the applicant, candidate or certified person, is not disclosed to an unauthorized party without consent of the individual (applicant, candidate or certified person), except where the law requires such information to be disclosed.

ART. 19
USE OF THE ACCREDIA MARK

ACCREDIA authorizes the CAB to use the ACCREDIA mark for the entire period covered by the present contractual agreement, exclusively in the form and with the modalities written in the documents.

Granting of accreditation:

Revision number _____ date: _____

DATE

ING. GIUSEPPE ROSSI
ACCREDIA PRESIDENT

Pursuant to and in accordance with articles 1341 and 1342 of the Italian civil code, ACCREDIA declares that it accepts in writing the following articles : 2. Object; 3. ACCREDIA's obligations; 5. Withdrawal from the contract; 7. Payments; 9. Court of law; 12. Clause of defeasance; 13. Clause of confidentiality; 18. Appeals.

DATE

ING. GIUSEPPE ROSSI
ACCREDIA PRESIDENT