

Title	Contractual agreement for Assessors and technical Experts - Department of Certification and Inspection
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CONTRACTUAL AGREEMENT
N. OF ASSESSOR/TECHNICAL EXPERT

Preparation	Approval	Authorization	Application date
The Quality Manager	The Director of the Department of Certification and Inspection	The General Director	06-07-2018

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ACCREDIA – Department of Certification and Inspection (hereafter referred to as DC) and Mr/Ms..... (name), hereafter referred to as “Assessor” or “Technical Expert”, with the present contractual agreement agree as follows.

The conditions set out below are in certain cases applicable only to assessors, and not to DC technical experts.

1. PURPOSE OF THE AGREEMENT

The present agreement regulates the relations between the DC Department and the assessor or external expert with particular regard to the following:

- the document review (e.g. Applications for accreditation or extension of accreditation, renewal of accreditation etc.) of an accredited or applicant CAB;
- the performance of assessments (e.g. initial, surveillance, renewal, extension, supplementary, extraordinary etc.) carried out at the location of the CAB;
- the performance of witness assessments (VA) (e.g. initial, maintenance, supplementary to maintenance, special, market surveillance visits etc.) carried out at the location of the organization audited by the CAB;
- preparation of of the assessments reports as described above,

and, in general, any request for intervention by the DC regarding the training of internal and/or external personnel, attendance at conventions or congresses, participation in working groups and projects, consultancy/technical support for the DC Department.

Each of the parties may rescind the present agreement by means of a written communication, giving 30 days of notice, excluding assignments which have already been accepted.

The DC Department reserves the right to rescind without giving notice beforehand by means of a written communication, in cases where the Assessor or Technical Expert:

- has not respected the applicable mandatory standards regarding his/her activity (with reference to both legal and technical standards);
- has not respected the present contractual agreement;
- has behaved in a harmful way to the image of ACCREDIA;
- has demonstrated incompetence in work performance;
- has breached ACCREDIA’s Code of Ethics and Conduct;
- has shown conduct in breach of good faith, especially with regard to the pursuit of a personal interest which is incompatible with the interests with which s/he has been entrusted to the Accreditation Body by the applicable European Community and national standards.

In the above cases the assessor/expert may request a meeting with the Director of the DC Department and also, if necessary, with the General Director. The costs of such meetings are met by the Assessor/Technical Expert.

2. RESPONSIBILITIES OF THE ASSESSOR/TECHNICAL EXPERT

The Assessor/Technical Expert shall carry out his/her activities as described in § 1 in accordance with the following documents:

- the ACCREDIA Statute;
- the General Regulation for the application of the Statute;
- the General and Technical Accreditation Regulations applicable by the DC Department;
- the general procedures for the assessment of Certification, Inspection, Verification and Validation Bodies and their relative operative instructions

and in accordance with all the technical circulars and prescriptive documents issued by ACCREDIA.

From time to time the DC Department's Technical/Programming Secretariat will propose by telephone to the Assessor/Technical Expert, specific tasks which s/he may accept or refuse. From this moment on the Assessor/Technical Expert cannot accept assessment tasks of CABs with which s/he has or has had:

- consultancy relations in the 3 years previous to the proposal in question;
- direct commercial interests in the 3 years previous to the proposal in question;
- any form of relationship, in general, which could result in a conflict of interests in the 3 years previous to the proposal question (e.g. the delivery of training activities, participation at the Directive Council level or institutional bodies in general, Decision-taking Committees or Committees for the Safeguarding of Impartiality);
- relations which could be considered too familiar with auditors observed.

The Assessor/Technical Expert shall not accept tasks from the applicant CAB and/or license Body in the 3 years since the last assessment of it was performed.

In the conduct of his/her activities the Assessor/Technical Expert shall:

- ensure the application of the accreditation regulations and procedures;
- respect confidentiality regarding all the information and/or ACCREDIA documents of which it obtains knowledge, possession or access, belonging to ACCREDIA, to the DC Department and to the CABs;
- shall not copy any documents belonging to the CABs, unless they are necessary as support to the evidence of findings and the recording of their identification is not sufficient.

As the agreement is a contract, the Assessor/Technical Expert, if s/he is an employee or an employee of a company, shall respect the commitments of confidentiality also on the part of his employer company.

In general terms, the Assessor/Technical Expert shall respect the professional code of CBs of Persons, if in possession of certification, and the ACCREDIA Code of Ethics and Conduct, respect ACCREDIA's policies and shall behave with objectivity and without any commercial or financial pressure or other type which could compromise impartiality, and commits to operate with competence, prudence, diligence, transparency, objectivity and confidentiality also regarding discriminatory problems with regard to the various CABs.

Moreover, the engagement of an ACCREDIA Assessor/Technical Expert is compatible with other engagements in the following cases:

- with the tasks of Assessor/Technical Expert for another Accreditation Body or for one or more CABs with ACCREDIA accreditation, as long as respect is maintained for commitment to avoid situations of conflicts of interests (not to undertake assessment activities for CABs as described above) and of confidentiality of the Assessor/Technical Expert himself, as signed in the agreement;
- with the participation at decision-making Committees for declarations of conformity, or Impartiality Committees of CABs accredited by ACCREDIA or by another AB which is signatory to the EA MLA and ILAC MRA agreements;
- with the undertaking of consultancy activities on "entities" or persons in the sectors covered by ACCREDIA accreditation. However, if the consultancy constitutes the principal activity of the Body in question, this shall be made known to ACCREDIA and ACCREDIA may ask for particular commitments to be signed, if they are not normal activities.

The assignment of an ACCREDIA Assessor/Technical Expert is incompatible (as well as the above) in the following cases:

- the undertaking of consultancy activities for applicant bodies or bodies accredited by ACCREDIA and with administrative responsibilities, the performance of directive or operative activities such as dependent personnel or collaborators at CAB holding ACCREDIA accreditation or equivalent bodies as described above;
- the conduct of assessment activities on behalf of conformity assessment operators operating outside the ACCREDIA accreditation or equivalent body as above, and neither to be part of the relative endorsement bodies, where such exist;
- to accept engagements to carry out internal audits to bodies with ACCREDIA accreditation, or applicant bodies;
- training activities for accredited CABs. Any derogations, for special cases, shall be authorized in advance by the General Director. If the assessor is authorized to perform training for an accredited CAB, s/he shall not have received an engagement with respect to the CAB in the previous 3 years for all the accredited schemes.

If an Assessor/Technical Expert has a dependent work relationship with a Public Administration Authority, before assuming the engagement, the Assessor/Technical Expert shall send to ACCREDIA-DC the authorization for such activity by the relevant Administration together with a specification concerning the person/body who will receive the payment and reimbursement of expenses (the Assessor or the Administration Authority).

The Assessor or Technical Expert, having accepted the engagement, in carrying out his duties, shall:

- observe the requirements of the standards, guidances, regulations, prescriptive documents and procedures, and always have possession of the updated version;
- rigorously stick to the role of observer of the activities of the CAB under examination during the witness assessments, so as to interfere as little as possible with the audit activities, gathering everything which may be useful for assessing the CAB, as well as the grade of conformity and effective application of the object of the assessment. With regard to the witness visit, the Lead Assessor shall present to the CAB the results of the assessment only

after the CAB has held a final meeting with the audited organization and presented the relative results.

- base all judgments on objective evidence in the assessment report, written clearly and unambiguously.

The Assessor qualified for the performance of market surveillance activities shall respect the provisions contained in the operative instruction IO-09-02-DC.

The Assessors/Technical Experts may use the ACCREDIA mark and may publicize their role as ACCREDIA Assessor/Technical Expert in training activities only if such activities are organized or sponsored by ACCREDIA and following authorization by the competent ACCREDIA director.

Concerning assessment activities, if the assessor is tasked to be Lead Assessor for an on-site visit, s/he shall send the assessment plan to the competent Technical Officer and to the Technical/Programing Secretariat at least **5 working days** in advance of the assessment.

After the assessment, the assessor shall respect the following timeframe for sending the audit report:

- the reports of the document review shall be exclusively formalized on ACCREDIA modules and sent by email to the DC Department within **20 working days** from receipt of the documents;
- the first part of the on-site assessment reports at the CAB and the lead assessor's report at the organization's location or the location of the examination, completed and signed by the CAB's audit team shall be sent to the DC Department by email within **5 working days** of the date of closure of the audit;
- the second part of the assessment report at the CAB and of the lead assessor's report at the organization or the location of the completed examination, shall be sent to the DC Department within **10 working days** of the performance of the assessment.

Upon receipt of the plan for treatments, corrective actions and cause analysis by the Technical Officer, for findings raised during the assessments in which the Assessor was tasked as team leader, the Assessor shall send to the Technical Officer his evaluation within **5 working days**, whilst for the evaluation of the responses of the CAB to the findings/requests for integrations during the document review, the assessor shall send to the Technical Officer his evaluation **within 10 working days** of receipt of the documents by the technical officer.

If the required sending times are not respected or if the documents or the reports, aforementioned, are incomplete or unclear, the Department director may, in agreement with the General Director, suspend the engagements and payments of the invoices presented by such assessors.

The assessment documentation shall also always be sent also in Word format by email to the competent Technical Officer.

The Assessor/Technical Expert shall, upon request by the DC Department, send on a 3-year basis an updated CV, using the DC Department module, attaching evidence of course attendance certificates (if any have been attended), courses, specializations regarding the accreditation scheme and/or sectors and anything else for more appropriate use of competencies as described in § 1 as well as the annual list of assessments conducted on behalf of CABs (if applicable, also for Technical Experts) with which s/he has collaborated, and the annual list of consultancy activities (with the names of the organizations for which consultancy activities have been undertaken).

The Assessor/Technical Expert shall also promptly inform the DC Department of any changes to collaborations with accredited CABs (ongoing or terminated) and send to the RSG the relevant section of the CV completed, signed and dated.

The Assessor/Technical Expert shall also commit to maintain and develop his/her qualifications by means of continuously updating competences, also with respect to initiatives conducted by the DC Department and including in the annual update also his/her knowledge gained regarding the applicable legal requirements.

The Assessor/Technical Expert shall respond, **within 20 calendar days**, to any findings received from the Director of the Department. The DC Department shall respond to the answers of the Assessor regarding such findings. Failure of the DC Department to respond within 30 days from the date of receipt of the answer given by the Assessor/Technical Expert, means acceptance of the clarifications given by the assessor/expert in question.

The Assessor/technical Expert, as a part of his/her activities for the DC Department, shall observe the following criteria of behavior in line with the application of the ACCREDIA transparency and anti-corruption plan and object of control by the surveillance commission set up by ACCREDIA in accordance with Law Decree 231/91:

- signal, also in the forms provided for in ACCREDIA's procedures and in compliance with the whistle-blowing law, any illegal behavior or infringement of the ACCREDIA Code of Conduct on the part of other ACCREDIA personnel of which s/he obtains knowledge;
- respect the programmed audits times;
- only report true facts in the assessment documents;
- include, as far as possible, objectively and thoroughly in the assessment report, information which could lead to prosecution under the law without adding any personal comments;
- immediately advise by email the Area Manager and/or Department Director with regard to the raising of any findings which could lead to prosecution under the law, specifying the gravity, also to enable prompt management of the criticality;
- refrain from the following behaviors: formulating findings or conducting enquiries regarding standards which do not fall within the scope of the assessment, because findings can only be raised with regard to the applicable normative requirements; obtaining or evaluating irrelevant administrative data (e.g. breaches of tax laws); obtain or evaluate confidential/sensitive data e.g. data regarding the health of CAB employees);
- limit to only the necessary cases any contact with the organization and/or the CAB's auditors, to check that the CAB has performed the audit as it declared; such actions have been deemed legitimate by IAF but only in extraordinary cases;
- never perform autonomous witness assessments, separated from the CAB's audit team.

3. FEES

The criteria are set out below for the calculation of the fees payable by the DC Department to assessors and experts for the completion of their activities of the assessment of CABs.

Assessors/Technical Experts shall receive for every working day:

- € 510.00 plus VAT or other taxes and social contributions

Working days are established in accordance with the following table:

TYPE OF ASSESSMENT	DAYS RECOGNIZED	NOTES
Documental (accreditation, renewal, extension, supplementary)	0,5 ÷ 1,5	Examination of the accreditation application and relative annexes (in the case of renewal of accreditation, examination of documents sent by the CAB)
Assessment at the CAB's location or witnessing/market surveillance visit	Assessment days (Lead Assessor, assessor, technical expert) + 1 day for the lead assessor for back office/report activities	If travel time is more than 6 hours (total travel time) in one day, the extra half-day is recognized. This is applicable only for foreign assessments and after verification by the Director of the DC Department

During the qualification process, to become an DC Department Assessor or in cases of the extension of the qualification to another scheme, the trainee observer/assessor, only the travel expenses incurred can be reimbursed as per § 4 below.

3.1. OTHER ACTIVITIES UNDERTAKEN AND REIMBURSEMENTS

Regarding requests for participation at meetings and/or clarifications regarding a CAB's file, reimbursement covers only travel expenses for a return transfer from the assessor's residence and the location of work of 400 km, between outward and return journey.

A daily payment of € 100.00 is made (on top of the expenses of a return journey of, minimum, 400 km) for assessors who receive an invitation to take part in:

- specific courses held by the DC Department for the enhancement of their competencies;
- sector working groups managed by the DC Department for the development of new schemes or the update of existing ones.

With regard to other activities such as course instructor, attendance at conventions, working groups, drawing up documents (e.g. checklists or technical documents), participation in peer assessments and other activities as assessor, the payment will be agreed case by case with the General Director and formalized, by appointment, by the Director of the Department.

With regard to insurance against injuries incurred at work, ACCREDIA has signed a policy for Assessors/Technical Experts concerning assessment engagements, available at the DC Department's administration office.

4. TRAVEL

The DC Department will reimburse assessors/experts in accordance with the present contractual agreement for all effective, pertinent and necessary expenses incurred in the undertaking of their tasks.

The criteria for reimbursement and related responsibilities concerning the expense note, as well as the responsibilities related to expenses and the responsibilities of approval are set out below.

4.1. RESPONSIBILITIES

The Assessor/Technical Expert, when s/he invoices and completes the expenses module for expenses, is responsible:

- for being truthful in her/his requests;
- that the requests regard exclusively the single assessor/expert;
- for respecting the standards given below regarding expense reimbursements;
- for the exactness of the sums involved (details and totals);
- for the validity and fullness of the documents attached;
- for providing the documents and other necessary details.

4.2.1. Means of transport

The means of transport the Assessor/Technical Expert shall use in his/her work activities and the journey in question, shall be established in accordance with the urgency, practicalities and economy, giving preference to public transport as reported by the hereafter general indications.

4.2.1.1. Trains and ships

Journeys by train and ship can be first class using the most suitable means (any supplementary ticket charges are reimbursed).

Night-time travel in compartment or single cabin is also possible.

If a programmed assessment is cancelled or re-scheduled, not due to the wishes of the Assessor/Technical Expert, the DC Department will reimburse the sums in question at discount rate for ticket sales which are not reimbursable.

4.2.1.2. Air travel

Economy class shall be used for air travel.

If an assessment is cancelled or re-scheduled, for reasons which are not the intention of the Assessor/Technical Expert, the DC Department will reimburse the sums in question at discount rate for those for which reimbursement is not foreseen.

4.2.1.3. Public transport and taxis

Public transport is to be used in urban areas. Long-distance taxi rides may be used only in cases of necessity or urgency (e.g. airports).

4.2.1.4. Private cars

Reimbursement for use of private cars is possible only when other forms of transport are not available, or are more expensive or otherwise inappropriate for the correct and prompt execution of the activities in question.

Reimbursement of expenses for use of private cars is calculated according to kilometers and, until further notice, the rate is:

- € 0.51 (fifty-one cents) per km.

The DC Department accepts no responsibility for damage to vehicles or to third parties, whether private or rented, used on work missions.

4.2.1.5. Rented vehicles

Rented vehicles may be used only if other methods of transport are unavailable, more expensive or inappropriate for the tasks to be performed. The use of rented vehicles is possible only for specific work activities.

Only class B vehicles may be rented.

Reimbursement is not possible for the following:

- possession of the rented vehicle before 16.00 p.m. of the day before the audit;
- return of the rented vehicle after 10.00 a.m. of the day after the audit.

The assessors shall use, wherever possible, companies with agreements with the DC department.

To benefit from this agreement it is necessary to contact the ACCREDIA administration c/o the DC

4.2.1.6. Indemnity clause

If an Assessor/Technical Expert who uses private means of transport, cars or others (including rented ones) s/he shall respect the driving laws and code, all the applicable standards and, by way of example and not a complete list, shall use the vehicle:

- only when in perfect health conditions and for periods of time which are compatible with such conditions;
- after checking that the vehicle is in good condition regarding vehicle revision and maintenance;
- with a valid license holding more than zero points;
- without having taken alcohol or drugs or pharmaceuticals which could impede driving abilities.

The Assessor/Technical Expert takes all responsibilities exclusively for all damages and consequences resulting from failure to observe the road laws, safety regulations and the general security rules and indemnifies ACCREDIA from any responsibility whatsoever regarding such matters.

4.2.2. Meals

The Assessor/Technical Expert may ask the DC Department for reimbursement for food expenses consumed in public places.

The cost of the meal shall be documented on an individual basis.

Collective expense requests for meals cannot be reimbursed.

It is expected that consumption will be reasonable and economic in all cases.

The maximum payment reimbursed for a meal is € 41.00 (forty-one/00).

It is not possible to accumulate the sum of € 41.00 (forty-one/00) over one meal for the same audit or audit day.

4.2.3. Hotels

Hotels indicated by DC Department shall be used for subsistence at conventions; otherwise up to 4 star hotel may be used, unless well-founded reasons are given.

In addition to the overnight stay, Hotel expenses shall include only:

- breakfast;
- meals within the cost limit described above.

All non-authorized hotel expenses cannot be reimbursed, as detailed below.

It is recommended to make all reservations through the CAB where the assessment is taking place so as to avoid problems regarding reimbursement.

If the CAB proposes accommodation at an expensive location, before accepting, the Assessor/Technical Expert shall refer to the Department Director or area manager for an evaluation in accordance with the Code of Ethics and Conduct.

4.2.4. Other expenses

Other reimbursable expenses, of various kind, are as follows.

4.2.4.1. Motorway pay toll

Motorway pay tolls are reimbursed with evidence of correct use at the pay toll, including magnetic passes and telepass.

4.2.4.2. Garage parking

Car parking costs (day and night) can be reimbursed only for activities undertaken away from the assessor's/Technical Expert's usual residential area, attaching the proof. Reimbursement for parking is possible also in cases where authorization was given for use of a private vehicle from home to station or airport.

4.3. UNEXPECTED EXPENSES

Other expenses, not included in the present agreement, can be reimbursed as long as they are directly connected to work commitments.

The DC Department administration shall check the actual necessity and reasonableness of all claims for expenses and submit the relative expense notes to the General Director for approval.

4.4. NON-REIMBURSABLE EXPENSES

Among others, by way of example, the following expenses cannot be reimbursed:

- telephone and internet connections;
- laundry;
- receipts for bar or food purchases if they are not substitutes for meals;
- all consumption of alcoholic drinks, wine and beer included;
- newspapers, fiscal stamps, all unanticipated forms of taxation;
- driving/road fines incurred using the assessor/expert's own car or a rented one;
- breakdown and repair costs for private vehicles;
- reproduction/copying costs;
- hotel fridge bar, except for water;
- all types of postal services.

5. COMMITMENTS TO BE FULFILLED BY THE ASSESSOR/TECHNICAL EXPERT

The Assessor/Technical Expert shall fulfill the following commitments with regard to:

- participation at annual update meetings of the assessors held by the DC Department. If the assessor is absent for more than 3 meetings in a row, unless documents prove s/he was not able to attend or any other justification approved by the Department Director, the director in question has the right to annul the present contract and to present to the Committee of Accreditation the reduction of one or more qualifications issued to the person in question or the complete annulment of the assessor/expert's qualification;
- the risks and the use of capital, transferable and non-transferable assets, personal property of the assessor/expert, including welfare contributions and insurance for third party civil liability, related damages or destruction of goods belonging to the Assessor/Technical Expert

or to the DC Department for which the Assessor/Technical Expert could be held responsible under the law;

- the availability on the part of the assessors to dedicate one working day per year for defining or in-depth study of specific issues required by the DC Department.

6. INVOICES AND PAYMENTS

Invoices and/or expense notes shall be issued on a monthly basis and shall contain, apart from an analysis of the days of work performed, also a summary, using the appropriate module, of expenses incurred together with justifications (also photocopies are permitted).

These shall be in the name of:

ACCREDIA

Via G. Saliceto 7/9

I-00161 ROMA

Fiscal code and VAT number: 10566361001

These shall be sent to the address of the Department of Certification and Inspection:

Via Tonale 26

20125 Milano.

Invoices shall describe the task performed (concerning one single engagement), including as follows:

- the type of assessment (initial, maintenance, supplementary, special etc.);
- the name of the CAB or Organization;
- the reference of the letter of engagement;
- the number of man-days.

In the case of invoices for a number of jobs/engagements, the description of such shall specify "assessment activity" and the activity modules, and the expenses module shall be attached.

Invoices shall be paid 60 days after the last day of the month of receipt. The invoice shall give the following information: full name, address, VAT number (if one exists), tax code, date of birth (for the purposes of certification of the withholding tax), bank, address and account details for payment to the Assessor/Technical Expert to whom the sums are paid regarding invoices and/or notary fees.

Assessors or Technical Experts who issue invoices as freelance professionals shall issue the invoices directly, without proforma or similar advance invoicing.

Payment is made by bank transfer directly to the bank specified by the assessor/expert in the invoice and/or notary fees, 60 days from receipt.

7. FISCAL REGIME FOR ASSESSORS/TECHNICAL EXPERTS

To operate in the name of or on behalf of ACCREDIA it is necessary for the Assessor/Technical Expert to have a VAT number, either personal or of the company the s/he works for as employee, partner or manager.

Except for:

- Public Administration employees;
- Assessors/Technical Experts with not more than 3 engagements per year totaling not more than 15 days.

These persons shall complete Annex 5 "Module for ACCREDIA collaborators", to be presented when the present contractual agreement is signed.

If the Assessor/Technical Expert works through a company, it is required that the present agreement is countersigned for acceptance and acknowledged both by a legal representative of the company and also by the Assessor/Technical Expert (in this case it is also necessary to present, at the moment of signing of the present agreement, also the Chamber of Commerce profile, showing the pertinence of the object with regard to the activities in question.)

Fiscal situations/regimes which are different will be evaluated case by case by the ACCREDIA administration/management.

The table below, describes the main positions/roles of Assessors/Technical Experts with regard to welfare contributions and payments:

DESCRIPTION OF THE POSITION	SOCIAL SECURITY OBLIGATIONS FOR ACCREDIA
Professional Assessor/Technical Expert paying contributions to the Italian national welfare system and/or INPS	2% or 4% and/or 5% of the payment fee
Assessor/expert of an individual company or employee, member or company administrator	NOT APPLICABLE
Assessor/expert without VAT number up to € 5,000 per year (occasional work; article 5 of Presidential Decree 633/72)	NOT APPLICABLE
Assessor/expert without VAT number more than € 5,000 per year, also with a number clients (Legislative Decree 276/03)	2/3 of INPS rate applicable (see ANNEX 4)
Assessor/expert with VAT number not more than €30,000 per year, also with various clients (minimum social contributions)	2%, 4% and/or 5% of the taxable quantity

8. OCCUPATIONAL HEALTH AND SAFETY

In the interests of health and safety, every Assessor/Technical Expert shall observe the following rules:

- show his/her badge (or identification card for trainee assessors, observers and assessors conducting monitoring activities);
- ensure that there are no incompatibilities related to the task in question with respect to his/her state of health. If such incompatibilities exist, s/he shall not accept the task and shall promptly communicate to ACCREDIA his/her unavailability;
- ensure the availability of protective clothing and equipment as communicated by the CAB or the audited organization during the planning phase of the visit, as well as the authorizations for access to the areas where the visit will take place;
- respect all the applicable safety measures communicated by the CAB and/or by the audited organization during the planning phase and during the opening meeting of the visit;
- during the visit, wear the protective clothing and equipment, either owned by the Assessor/Technical Expert or made available by the CAB or the audited organization;
- refrain, during the visit, from any behavior which is not in line with the Assessor/Technical Expert's skills/capacities in the assigned role or with situations connected to the Assessor/Expert's state of health;
- inform the Lead Assessor immediately of any dangers which become apparent during the performance of the visit;
- respect the provisions contained in § 4.2.1.6 if a private means of transport is used.

If the assessor operates as Lead Assessor s/he shall also:

- during the opening meeting of the visit, request confirmation from the CAB and the organization that the safety measures communicated to ACCREDIA are still valid, and that there are no other dangers not previously communicated (see point 6.4.2 of UNI ISO 19011:2012);
- require that all members of the assessment team respect such measures, giving instructions that activities shall be suspended in cases of grave or immediate danger and to leave the area in question immediately;
- suspend the assessment if, in agreement with the assessment team, the necessary conditions do not exist for the team (or part of the team if they are working in different areas and not influenced by the same safety considerations) to conduct the visit in safety, communicating as such immediately to ACCREDIA.

Regarding a decision to suspend the assessment (or part of it), the Lead Assessor shall provide detailed information to the DC Department Director, presenting complete information in the assessment report.

During an assessment the following peculiar situations may occur:

1. only one assessor is appointed for the assessment. Such assessor shall be the Lead Assessor (see point 5.4.4 of UNI ISO 19011:2012) and to ensure safety s/he shall respect the tasks in question (except for the compliance requirement for the team members);

2. two or more assessors are assigned the assessment operating at two or more different locations which do not interfere with each other. In this case, the assessors shall be tasked as Lead Assessors and point 1 above is applicable, otherwise assessors shall interface with the designated Lead Assessor;
3. the opening meeting of the assessment is not chaired by the Lead Assessor. In such cases, a member of the assessment team shall perform the tasks of the Lead Assessor until such time as the Lead Assessor, appointed by ACCREDIA, arrives. If, in the assessment team and during the opening meeting, a Technical Officer is present as assessor, such person shall operate as Lead Assessor until the Lead Assessor arrives.

For occupational health and safety, female assessors/experts who are pregnant shall not be tasked to undertake visits at the location of laboratories or of organizations.

9. TREATMENT OF PERSONAL DATA

Regulation EU 679/2016 of the European Parliament and of the Council of April 27, 2016 has come into force. It's objective is the protection of natural persons regarding personal data processing and the free movement of such data, repealing the Directive 95/46/CE (general regulation for data protection). There follows a brief description of the modalities of use of which are necessary for assessors and experts to carry out their activities and who have signed the present agreement, and it provides some instructions with regard to the processing of data owned by ACCREDIA.

ACCREDIA, as legal owner in compliance with article 4, point 7, of the Privacy Code, processes the personal data of Assessors and Technical Experts: identity details, welfare contributions, bank details and other information contained in their CVs.

Personal data are processed for the purposes of the management of all the fulfillments related to the active contract (Article 5 and Article 6 par. 1 letter b). These data are stored in ACCREDIA's office archives, in paper and IT formats, and at the office of the consultant as autonomous owner for the purposes of data processing and staff administration, relating to the management of the work relationships and intermediary with regard to the Entities/Bodies; also by the tax officer as autonomous owner for the purposes of fiscal and income data processing in compliance with the law.

Some data may be given in paper and/or IT format to external companies for storage (art. 6 par. 1 letter f).

The reference details of data joint controllers and DPOs, are given in the documents for the management of personal data protection, available at ACCREDIA's head office.

Concerning the above, personal data processing takes place by means of manual and IT systems suitable for ensuring data security and confidentiality, in accordance with the minimum security measures defined by the law (art. 32).

The collection of such data is mandatory [art. 6 par. 1 letter c)], and with the present document the Assessor/Technical Expert authorizes ACCREDIA to communicate to public and/or private third parties for the above purposes (social contributions, insurance, financial administration, external consultancy, data processing centers, trade unions, banks), in accordance with the law and the contract, with the knowledge that absence of consent results in the impossibility of an agreement of collaboration (art. 13, par. 2, letter e).

The Assessor/Technical Expert can exercise all his/her rights as stated in the regulation, by means of a written communication made to ACCREDIA's registered office. The Assessor/Technical Expert may request a) update, rectifications when integration of data is necessary; b) elimination, transformation into an anonymous form or block of processed data in breach of the law, including data the storage of which is not necessary, for the purposes of their collection or subsequent processing; the attestation that the operations as per letters a) and b) have been brought to the knowledge, also regarding their content, of persons whose data have been communicated, except in cases where such fulfillment is impossible or involves a manifestly disproportionate effort with respect to the protected right [art. 13 par. 2 points b) and c)].

The Assessor/Technical Expert has the right to object to the processing of personal data, in part or totally, for legitimate reasons which regard him/her, even if they are relevant to the purposes of the collection (art. 13 par. 2 point b) and s/he has the right to withdraw consent at any moment, provided that such withdrawal does not prejudice the legitimacy of the processing based on consent given beforehand (art. 7 par. 3).

In no cases is it possible to transfer personal data to a third country or an international organization (art. 13 par. 1 point f).

The personal data storage period depends on the fiscal and social contribution laws [art. 13 par 2 point a)].

The signing of the present agreement by the Assessor/Technical Expert involves acceptance of the processing of personal data which regard him/her, as set out above (art. 7 par. 1).

Acceptance of the role of Assessor/Technical Expert involves the processing of personal data owned by ACCREDIA. ACCREDIA has in place security procedures for protecting confidentiality, integrity and availability of personal data and general information. In order to comply with art. 32 of Regulation 679/2016 with regard to security measures, ACCREDIA requires as follows:

- the IT systems owned by the Assessors/technical Experts should have a password for protecting access to the position or at least to the documents managed by ACCREDIA;
- the IT systems owned by the Assessors/Technical Experts should have an adequate system for the protection from dangerous software ant-virus, anti-malware etc.);
- ACCREDIA's ownership documents or information should be exchanged with email instruments which are not owned by the company the Assessor/Technical Expert belongs to;
- the documents exchanged with ACCREDIA or used for the performance of the tasks of the Assessor/Technical Expert shall remain confidential and not disclosed to anyone who is not part of the process of management of the activities of the Assessor/Technical Expert;
- in cases of events which could jeopardize confidentiality, integrity or availability of information (potential data breach) owned by ACCREDIA and managed by the Assessor/Technical Expert, in accordance with article 13 of Regulation 679/2016, it is necessary to inform ACCREDIA immediately, by email, at the following address: privacy@accredia.it;
- at the conclusion of the Assessor/Technical Expert's activities, the documents owned by ACCREDIA and all the copies it possesses shall be destroyed.

10. SETTLING OF DISPUTES AND COMPETENT COURT – ARBITRATION CLAUSE

For settling any dispute regarding the interpretation of the present contract, execution, or after the resolution of the present agreement and the associated obligations thereby deriving, prior to recourse to the procedure of settlement as per the “Unique regulation for settlement”, prepared by Unioncamere, the Parties shall choose as competent court the Court of Rome, to the exclusion of any other alternative court of justice.

11. VALIDITY

The present contractual agreement does not have an expiry date unless a revised version is issued.

ANNEX 1 CO-03-DC

Acceptance of the agreement by Assessor/Technical Expert

With regard to the Contractual Agreement for Assessors and technical Experts – Department of Certification and Inspection CO-03-DC rev.03 dated 20-03-2018

Company: _____
(name and signature of Legal Representative) _____ Date of signing _____

Assessor/Technical Expert _____
(name and signature of Assessor/Technical Expert) _____ Date of signing _____

N° _____

Pursuant to and in accordance with article 1341, paragraph 2, of the Civil Code, the Assessor/Technical Expert declares that s/he has read and accepts the following articles:

1. OBJECT OF THE AGREEMENT, 2. RESPONSIBILITIES OF THE ASSESSOR/TECHNICAL EXPERT 3. FEES 4 TRAVEL EXPENSES AND RELATED REIMBURSEMENTS 5.COMMITMENTS TO BE FULFILLED BY THE ASSESSOR/TECHNICAL EXPERT 8.SAFETY 10. SETTling OF DISPUTES AND COMPETENT COURT 11. VALIDITY

Signature of Assessor/Technical Expert

Pursuant to and in accordance with article 1341, second paragraph, of the Civil Code, the Legal Representative of the company declares that he has carefully read and accepts the following articles:
1. OBJECT OF THE AGREEMENT, 2. RESPONSIBILITIES OF THE ASSESSOR/TECHNICAL EXPERT, 3. FEES, 4. TRAVEL EXPENSES AND RELATED REIMBURSEMENTS, 5. COMMITMENTS TO BE FULFILLED BY THE ASSESSOR/TECHNICAL EXPERT, 8.SAFETY, 10. SETTling OF DISPUTES AND COMPETENT COURT, 11. VALIDITY

Signature of Legal Representative of the company

ANNEX 2 CO-03-DC

Notary fees and/or invoice

Full name

Name of organization

Address

VAT number and Fiscal Code

Invoice No. _____

Date _____

Assigned work: _____

Total payment Euro.....

Total Reimbursements Euro.....

Social contribution Euro.....

Pre-tax total Euro.....

VAT at ---% Euro.....

Invoice total Euro.....

20% withholding tax Euro.....

Net Total Euro.....

Signature _____

Payment:

BANK:

Address:

Account number:

Account holder:

Bank details:

ANNEX 3 CO-03-DC

Activity module

NR	ACTIVITIES/POSITION (RGVI/ASSESSOR/TECHNICAL EXPERT)	REF. ACCREDITATION LETTER OF ENGAGEMENT	PLACE	TYPE OF ASSESSMENT	ID. OF CB/IB/VB ORGANIZATION	DATE/S	TOTAL DAYS	TOTAL VALUE	NOTES
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
24									
25									
					Total	Invoice			

Preferably completed on Excel file

Obligatory completion for files referring to more than one audit (see point 6)

ANNEX 4 CO-03-DC

Reimbursement of expenses module

DATE	CAB	PLACE	MEALS	TRAIN	MOTORWAY TOLL	VARIABLES	HOTELS	KM	EURO	TOT. EURO*KM	TOTAL
									0,51	0	0
									0,51	0	0
									0,51	0	0
									0,51	0	0
									0,51	0	0
									0,51	0	0
										0	0
										0	0
										0	0
										0	0
										0	0
										0	0
										0	0

Partial Totals	0	0	0	0	0	0	0			0	0
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Preferably completed on Excel file

ANNEX 5 CO-03-DC

DECLARATION OF INCOME WITH REGARD TO EXCEEDING THE LIMIT OF € 5,000.00 REGARDING EXCLUSIVELY OCCASIONAL AUTONOMOUS WORK.

The undersigned born atdate, with residence at, fiscal code number.....

Declares absence of obligation to pay welfare contributions due to the following reasons:

HAS NOT exceeded the limit of € 5,000.00 income of occasional work performances which incur the payment of social contributions (INPS). Any excess beyond this limit shall be communicated immediately (***) .

HAS exceeded the limit of income pursuant to article 2, paragraph 18 of Law No. 335/1985, equivalent to the sum of € for the yearand does not have to pay any social contributions.

Alternatively:

that the undersigned HAS exceeded the income limit for occasional autonomous work (of € 5,000.00) and is therefore under obligation to pay INPS social contributions in accordance with article 44, paragraph 2, of Law Decree 269/2003 and subsequently converted to Law 326/2003 with the following modalities:

equal to the full rate, due to absence of obligatory protection

equal to the reduced rate, due to:

a) direct pension coverage

b) other obligatory insurance, indirect pension coverage

Date, _____

Signature _____

(***) the undersigned shall communicate immediately to ACCREDIA if the limit of € 5,000.00 is exceeded, with regard to the payment of INPS social contributions.

Date, _____

Signature _____

ANNEX 6 CO-03-DC

DETAILS REGARDING ACCREDIA COLLABORATORS

(Declaration substituting certification in accordance with article 46 Unique text – Presidential Decree 45 of 28/12/2000)

The undersigned _____

Born at _____ date ___/___/___

Tax code _____

With residence in _____ prov. (_____) street name _____

Bank code IBAN: IT _____

Bank: _____

The undersigned accepts that, in accordance with Presidential Decree 445/2000, any false declaration is punishable by law and benefits are withdrawn (articles 76 and 75), and the undersigned accepts that data provided shall be used for fulfilling contractual, fiscal and legal obligations in accordance with the law and with Regulation (EU) 679/2016.

DECLARES TO BE:

Dependent employee of a private company (state the name): _____

Dependent public employee: _____

Name of Entity/Body: _____

State grade of employment and contract level*: _____

State type of work contract**: _____

Attach:

- a) the authorization addressed to ACCREDIA in accordance with article 53 of Law Decree 165/2001;
- b) the authorization addressed to ACCREDIA in accordance with article 24 of Law Decree 165/2001 (for payments to Funds).

ALSO DECLARE:

- to pay the "Separate management" contribution fully, not having any other obligatory coverage;
- direct pension coverage or other obligatory insurance (state what type) _____ and therefore eligible for the "Separate management" INPS contribution at a reduced rate.

NOTES: _____

Place and date _____, ___/___/___ Name _____

* grade of employment.

** limited term contract, permanent contract, part-time, full-time, project contract.