

**TITLE** **Contractual accreditation Agreement between ACCREDIA and bodies providing conformity assessment services (CABs)**

**REFERENCE** **CO**

**REVISION** **07**

**DATE** **12-07-2021**

**NOTE** *The present document represents the English version of the 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 the Italian version only.*

**PREPARATION**  
**THE QUALITY MANAGER**

**APPROVAL**  
**THE GENERAL DIRECTOR**

**AUTHORIZATION FOR ISSUE**  
**THE PRESIDENT**

**APPLICATION DATE**  
**19-07-2021**

# **AGREEMENT**

## **BETWEEN**

**ACCREDIA** – the Italian Accreditation Body – legally constituted on July 16, 2009. – in the person of its President, prof. Massimo De Felice, with registered office in Via G. Saliceto 7/9, 00161, Rome. Fiscal code/VAT n°: 10566361001, hereafter referred to as “**ACCREDIA**”

**- on one side -**

## **AND**

Legal entity: \_\_\_\_\_ in the person of its legal representative, full name, or delegated person, full name, with head office in: \_\_\_\_\_ Fiscal code/VAT n°: \_\_\_\_\_ (hereafter referred to as “CAB”.)

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

- Certification Body of Management Systems;
- Certification Body of Persons;
- Certification Body of Product/service;
- Inspection Body;
- Validation Body;
- Verification Body;
- Calibration Laboratory;
- Testing Laboratory;
- Medical Laboratory;
- Proficiency Testing Provider (PTP);
- Producer of Reference Materials (RMP);
- Biobanks (BBK);
- Other type of third party independent laboratory or Conformity Assessment Body.

**- on the other side -**

**ACCREDIA** and the **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, paragraph 2 of Law n. 99 of 23.07.2009, ACCREDIA, a non-profit association, possessing legal entity under private law; designated as the national Italian accreditation Body*" with exclusivity in Italy for such services;
- d) ACCREDIA is signatory to the multilateral 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 Validation and Verification schemes (ISO/IEC 17029) and BBK for which at present 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 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](http://www.accredia.it) and available from ACCREDIA's head office, hereafter referred to as "documents") in compliance with the standard UNI CEI 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 stated 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, persons, inspection services, declarations, tests, exams, calibrations, producer of reference materials, provider of proficiency tests, biobanking) which are stated the accreditation certificate and in the relative attachments;

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, offices and duration which are stated the accreditation certificate and in the relative attachments;

**2.2.** The CAB shall be identified by the number given on the accreditation certificate.

**2.3.** The accreditation is granted under the conditions of this Agreement as well as those of the documents.

**2.4.** The parties responsible for the execution of this Agreement are:

- for the CAB: parties indicated in the application for accreditation and/or any modifications;
- for ACCREDIA: the Department Director and, in the context of the instructions received, the officers delegated by him/her whose contact details are indicated in Article 14.1 below.

### **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 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 and update on its website [www.accredia.it](http://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 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 MLA/BLA and ILAC MRA International agreements;

**3.7.** ACCREDIA shall publish all updated documents on its website [www.accredia.it](http://www.accredia.it);

**3.8.** ACCREDIA shall promptly communicate to the CAB, in the manner indicated in the accreditation Regulations, the decisions of the Sector Accreditation Committees. For the deliberations of sanctions measures, ACCREDIA undertakes to take effect from the date of receipt of the communication by the CAB, unless otherwise indicated on the provision itself.

**3.9.** 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.

**3.10.** ACCREDIA shall inform, when the CAB in question can be classified as a "counter interested party" according to current legislation, the CAB by registered letter or Certified Electronic Mail, of the request received, for access to the documents in its possession concerning it, according to law n. 241 and Presidential Decree D.P.R. 12 April 2006 n. 184.

## **ART. 4**

### **OBLIGATIONS OF THE CAB**

**4.1.** The CAB, by signing the present agreement, is aware of and accepts all the requirements of the obligations contained in the applicable documents.

**4.2.** The CAB, if established in Italy, according to Reg. (EC) 765/2008, undertakes to comply with Reg. (EC) 765/2008), and request the authorization of ACCREDIA, before requesting any accreditation (new accreditation or extension) to other Accreditation Bodies, both European and non-European, in order to carry out their activities in other countries, specifying which ones.

In the application of Article 7 of Reg. (EC) 765/2008 and of the EA/IAF/ILAC documents on Cross Frontier accreditations, the CAB authorizes the sharing of information relating to the CAB between ACCREDIA and the accreditation of the countries in which the CAB's foreign offices are

located, even if these do not carry out the assessment directly. Furthermore, in the event that an assessment is carried out by ACCREDIA in Europe but outside Italy, the CAB cannot refuse the possible participation of the local accreditation body in the assessment, re-assessment and monitoring of processes.

**4.3** The CAB shall continue over time to fulfil 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 fulfilment. 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, allowing the user to view the present Agreement as well as the provisions contained in the various documents.

**4.6.** The CAB shall comply with the ACCREDIA Regulations on the use of the accreditation mark and shall publicize the accreditation only with respect to the purpose for which it was accredited, as well as use the content of the accreditation decisions in the conduct of its activities, only after the publication of this on the ACCREDIA website.

**4.7** The CAB shall promptly inform its clients with regard to suspensions, reductions or withdrawals of accreditation and the relative consequences.

**4.8.** The CAB ensures that:

- a) all the accredited activities are carried out in accordance with the applicable standards and ACCREDIA rules as contained in the reference documents and in the relative attachments to the accreditation certificate;
- b) its activities shall comply the requirements for obtaining accreditation which include, where applicable, the verification of the client organization's ability to regularly supply a product that meets the client's requirements and the applicable mandatory requirements in consistency with the scope of application of the certificate.

**4.9.** Where applicable, in accordance with the documents, the CAB shall permit ACCREDIA assessors to perform assessments of accredited activities and other assessment techniques provided for by the ACCREDIA Regulations (for example: unannounced assessments, mystery audit activities, Market Surveillance Visit etc.) at its own office/s and at its clients/suppliers to which they are subcontracted by including this possibility in the agreements with them, in order to ascertain the maintenance of the CAB's compliance with the requirements for accreditation. Some assessment activities may be carried out by ACCREDIA also in "remote" mode.

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.

**4.10.** The CAB shall pay for assessment activities and the annual maintenance of accreditation in line with and under the conditions of the pricelist.

**4.11.** 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 legal 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, relocation 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, certificates, calibration certificates, documents related to a reference material.

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

- e) any variation of the scope of accreditation, according to the procedures defined by ACCREDIA's General and Technical Regulations;
- f) any other substantial change or modification which could influence the CAB's capacity to maintain conformity with the requirements for accreditation.

**4.12.** 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.

**4.13.** The CAB takes all responsibility with regard to third parties for all activities undertaken under the present Agreement.

**4.14.** 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 audit activities, detailed information regarding accident and emergency prevention measures, by sending the module 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.

**4.15.** In cases as described in § 4.11, the CAB shall submit to ACCREDIA the names of newly designated staff and their work and study CVs. For such persons, the position is deemed to be covered if ACCREDIA raises no objections within 30 days of receipt.

**4.16.** The CAB shall ensure access for the ACCREDIA assessors at the locations of clients where the CAB performs accredited activities, also without advance notice.

**4.17.** The CAB shall ensure access for the ACCREDIA assessors at the locations of sub-contracted/outsourced suppliers in accordance with the applicable rules and with regard to accredited activities.

**4.18.** The CAB shall not undertake any action which may be considered damaging to ACCREDIA's reputation with regard to activities.

**4.19.** The CAB shall investigate and resolve all complaints as informed by ACCREDIA and regarding its accreditation.

**4.20.** The CAB is required to promptly inform ACCREDIA of all pending judicial proceedings concerning the activities covered by accreditation. The CAB is also required to promptly inform ACCREDIA about the administrative and judicial provisions relating to the internal and external staff of the CAB, always in relation to the activities covered by the accreditation. The CAB shall not transmit judicial data to ACCREDIA, as required by the current provisions on privacy.

**4.21.** 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 issuance of reports of 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 considered necessary by ACCREDIA the laboratory shall carry out tests as a part of the assessment, or outside of assessment, including participation in inter-laboratory circuits and proficiency tests 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.
- c) the Laboratory/PTP shall comply with the requirements established by the authorities at the legislative level (e.g. those concerning the health professions).

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

- a) the LAT/RMP 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 LAT/BBK/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 or biobanking activities, shall suspend the issuance of calibration certificates and documents related to reference materials with the ACCREDIA mark and also biological material reported, only for the sectors involved in such situations until such time as the problems have been resolved. The LAT/RMP/BBK 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 LAT/RMP/BBK shall carry out calibrations or the production of reference materials or biobanking activities (complete or partial) requested by ACCREDIA as part of on-site assessments or of another assessment;
- d) for the metrological confirmation of its instruments, the LAT/RMP/BBK shall respect the periodicity of the calibrations and internal controls defined in the technical procedures approved by ACCREDIA;
- e) the LAT/RMP/BBK shall send to ACCREDIA the information regarding accredited calibration certificates and/or reference materials certificates or biological material reports in accordance with the procedures set out by ACCREDIA in the relevant instructions;
- f) the LAT/RMP/BBK authorizes ACCREDIA to publish on its website the names of reference personnel for accredited activities.

**4.23.** Specific obligations for all CABs which are certification bodies of management systems, persons, products/services, or inspection, verification, validation bodies (hereafter referred to as "body"): are as follows:

- a) all the bodies which are accredited for management system, product and persons 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 reasons;
- b) the bodies shall remain exclusively responsible concerning the entities which use the service and also regarding organizations providing services (e.g. AVCP, SOA, public tender 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, credit institutes 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 their 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 these activities;
- d) the bodies shall communicate to ACCREDIA the invoice data related to conformity assessment activities carried out under accreditation in accordance with the ACCREDIA pricelist and shall give to ACCREDIA objective evidence of this as confirmation that the invoice data is in order. As well as the details of the invoices, ACCREDIA may request information concerning the number of conformity assessments assigned 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, when requested, 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. For certification schemes and for some certifications and inspections such as in the mandatory area which do not require a program, 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.

If the program is not sent, and after the second reminder, the situation is submitted to the Sector Accreditation Committee which may impose sanctions.

- f) the body shall keep the documents updated 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 to issue attestation documents of conformity (certificates of conformity, inspection reports, validation/verification declarations) that are not accredited for the same scope for which it obtained accreditation;
- i) accredited management system certification bodies shall not perform consultancy activities for organizations with regard to any management system, including non-accredited systems;
- j) in situations of unavailability or negative change in terms of human resources or instruments for the performance of conformity assessment activities, the body shall suspend the issuance of certificates/inspections/declarations using the ACCREDIA mark and documents related to reference materials with the ACCREDIA mark, only for the accreditation sectors involved in such situations until such time as the problems have been resolved. In these cases the body shall communicate as such to ACCREDIA by means of recorded delivery post, by email or certified email. The resumption of the issuance of certificates/inspection reports/declarations with the ACCREDIA mark can only take place after the necessary corrective actions implemented by the Body have been verified 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 by means of a letter sent by registered post, email or by certified email, 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, other reports, declarations, 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 (if possessed in paper form); 4) no longer declare that it is an accredited CAB.

**5.3.** In order to provide assurance of the CAB's activities, ACCREDIA has the right to make known, at the most appropriate points and using the suitable modalities, including on its website, 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 AGREEMENT**

**6.1.** This Agreement is valid from the date of the decision of the granting of the first accreditation. It remains valid for the entire cycle of the issued accreditation, as indicated in the individual certificates and provided for by the accreditation Regulations.

The Agreement will definitively lose its validity with the decision that determines the termination of the validity of the last recorded accreditation.

**6.2.** Variations to items contained in the accreditation schemes (e.g. 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 modifications and/or additions in the certificate of accreditation and the relative attachments.

**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 attachments 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 replacing the existing one.

**6.4.** ACCREDIA unilaterally reserves the right to modify the text of this Agreement entirely or partially, in the event of changes to the law, procedural changes or accreditation requirements, giving appropriate notice to the CAB.

The CAB has the right to withdraw from accreditation within six months from the date of receipt of the communication of the changes, without altering its obligations under art. 5 above.

**ART. 7**  
**PAYMENT AND PRICELIST**

The parties agree that all sums owed by the CAB to ACCREDIA are based on the existing pricelist. In cases of CABs 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. 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 applicable as it was before any variations but only for activities undertaken until 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**

This Agreement, sent by correspondence and therefore not subject to stamp duty, provides for services subject to VAT and therefore, in the event of registration, the fixed tax will be deducted.

**ART. 9**  
**JURISDICTION**

For the settlement of all disputes regarding the interpretation, fulfilment, or subsequent to a termination 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**  
**DECLARATIONS OF 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 ensures 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 ensures, 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 ensures, taking all responsibilities, that all the data carried in the documents that it presents to ACCREDIA, during the assessment visit and at all other times, correspond to the truth.

**ART. 12**  
**CLAUSE OF DEFEASANCE**

**12.1.** The Parties unanimously establish that ACCREDIA shall have the right to terminate by law, pursuant to art. 1456 of the Italian Civil Code, this Agreement, when the CAB is in breach of even one of the obligations referred to in articles 4, 7, 11, 13 and 19 of this Agreement, without prejudice to ACCREDIA's right to request compensation for damages.

**12.2.** ACCREDIA shall send a written communication regarding the legal termination of this Agreement when approved by the Sector Accreditation Committee.

**12.3.** The parties also 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 communicated the imposition of a sanction of suspension of accreditation;
- c) if ACCREDIA obtains knowledge 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;
  - there has been 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-fulfilment of the accreditation requirements.

**12.4.** In order to provide assurance to the CAB's clients, ACCREDIA retains the right to make known, using the appropriate channels and modalities, including its website, the act of termination of the present Agreement.

**ART. 13**  
**CLAUSE OF CONFIDENTIALITY**

**13.1.** The parties shall adopt all necessary and possible measures to ensure that all information and/or technical knowledge exchanged regarding the fulfilment or termination of the present Agreement, acquired during the performance of activities pertaining to it, 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 which it possesses regarding the interests of such parties, from a third party according 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 and do not divulge any of the above-mentioned 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 this 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 fulfilment 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 prohibition of communication;
- c) any information in the public domain, provided that it does not derive from a breach of this article.

**13.6.** The commitments to confidentiality under this 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 this 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 its registered head office.

**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 for whose attention communications must be sent.

## **ART. 15 CHOICE OF DOMICILE**

The parties, in all matters regarding this Agreement, including any judicial notification and sending of communications as per the above articles, choose domicile at their respective head office as stated in 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 post.

## **ART. 16 ALLOWANCE**

The allowance by one party of behaviour 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 fulfilment at a moment in the future.

## **ART. 17 PROCESSING OF PERSONAL DATA**

The parties agree that the processing of all personal data requested and acquired at the start and throughout the period covered by the agreement shall be in accordance with the EU Regulation on data protection n. 679/2016 (hereafter referred to as "GDPR" or "Reg. 679/2016") and Law Decree 196/2003 as modified from Law Decree 101/2018.

The processing 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 processing of data shall take place by manual and IT tools and with aims strictly limited to the necessary purposes and with suitable technical and organizational security measures in order to guarantee an adequate level of security and confidentiality (Reg. 679/2016 article 32).

The provision of personal data, with reference to the management of the establishment and execution of the contractual relationship, is mandatory.

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 processing of data they possess, both parties shall observe the rights of those involved Reg. (EU) 679/2016 articles 15, 16, 17, 18, 19, 20 and 21]. In order to exercise rights concerning ACCREDIA, it is possible send an email to [privacy@accredia.it](mailto:privacy@accredia.it). ACCREDIA informs, for the processed data it possesses, that the Data Protection Officer can be contacted at [dpo@accredia.it](mailto:dpo@accredia.it).

Some data may also be given in paper and/or electronic form to external companies for storage [Reg. 679/2016 art.6 paragraph 1 letter f)]. In this case, ACCREDIA has appointed the third company as Data Processor, in accordance with the provisions of art. 28 of Reg. 679/2016.

The Parties acknowledge that the data shall not be communicated, except in favor of the categories of parties to whom they must be communicated in fulfillment of the obligations deriving from this Agreement, nor shall they be disclosed [Reg. 679/2016 art.6 paragraph 1 letters b) and c)].

With regard to the data concerning certified professionals, the interested party is informed about the processing of his data by the CAB. The information, which must meet the provisions of Articles 13 and 14 of the GDPR, must list all the processed data, including data relevant to the publication in the ACCREDIA database of certified professionals. Upon transferring the data in the ACCREDIA database, the CAB is required to accept a disclaimer that guarantees that the information has been communicated and that the interested party has given its consent <sup>1</sup>, otherwise, the upload does not take place. [Reg. 679/2016 art.6 paragraph 1 point a)].

Under no circumstances is the transfer of personal data to a third country or to an international organization possible [Reg. 679/2016 art.13 paragraph 1 point f)].

The storage period of personal data depends on what is established by the obligations relevant to accreditation [Reg. 679/2016 art.13 paragraph 2 point a)].

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<sup>1</sup> ISO/IEC 17024 §7.3.3 The CAB must 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 the written consent of the person (applicant, candidate or certified person), except in cases where the law requires such information to be disclosed.



**ART. 18**  
**APPEALS**

The CAB may appeal against decisions and actions made by ACCREDIA towards it within the ambit of this 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.

**ART. 19**  
**USE OF THE ACCREDIA MARK**

ACCREDIA authorizes the CAB to use the ACCREDIA mark for the entire period covered by this contractual agreement, exclusively in the forms and with the modalities defined in the documents and in the Regulation for use of the mark.

Granting of accreditation:

DATE

**PROF. MASSIMO DE FELICE**  
**PRESIDENT OF ACCREDIA**

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Pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, ACCREDIA declares to specifically accept in writing the following articles: 2. Object; 3. ACCREDIA's obligations; 5. Withdrawal from the contractual Agreement; 7. Payment and pricelist; 9. Jurisdiction; 12. Clause of defeasance; 13. Confidentiality clause; 18. Appeals.

DATE

**PROF. MASSIMO DE FELICE**  
**PRESIDENT OF ACCREDIA**

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