

Title	Accreditation contractual agreement between ACCREDIA and Bodies providing conformity assessment services (CABs)
Reference	CO
Revision	05
Date	2015-10-15

NOTE: The present document represent 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	Authorisation	Application date
Quality Manager	General Director	President	2016-01-01

AGREEMENT

between

ACCREDIA – the Italian Accreditation Body – legally constituted on July 16, 2009. – in the person of its President,....., with registered office in Via G. Saliceto 7/9, 00161, Roma.

Fiscal code, VAT n°: 10566361001,

(hereinafter referred to as “ACCREDIA”)

- on one side -

..... in the person of its legal representative with head office in.....

Fiscal code, VAT n°:.....

(hereinafter referred to as the “CAB”)

By “CAB” is meant, unless expressly stated otherwise, any one of the following:

- Certification Body of Systems;
- Certification Body of Personnel;
- Certification Body of Product;
- Inspection Body;
- Verification Body;
- Calibration Laboratory;
- Testing Laboratory;
- Medical Laboratory;
- Proficiency Testing Provider (PTP);
- Producer of Reference Materials (RMP);
- Other type of laboratory or independent conformity assessment Body.

- and on the other side -

(**ACCREDIA** and **CAB** shall hereinafter 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, § 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 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).

In the above areas in accordance with the standards of conformity assessment recognized by EA, ILAC and IAF with the exception of the PTP and RMP schemes 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 (hereinafter 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 hereinafter 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 statement of technical and managerial competence of the CAB and does not constitute a guarantee issued by ACCREDIA concerning individual activities carried out by the CAB.
- i) Accreditation is voluntary other than in cases where a specific standard is mandatory for any CAB which conforms with the requirements of the applicable standard and with the relevant ACCREDIA regulations.
- j) The CAB has voluntarily applied to ACCREDIA for accreditation for the scheme/s (systems, products, personnel, inspection services, exams, calibrations, tests, producers of reference materials, proficiency testing providers) which are given in the annex to the accreditation certificate (hereinafter 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 (systems, product, personnel, inspections, calibration, tests, producer of reference materials) which are given in the annex to the accreditation certificate.
- m) ACCREDIA and the CAB, by means of the present agreement, set out their relations as set out below.

All this being granted, between ACCREDIA and the CAB.

IT IS AGREED AS FOLLOWS

ARTICLE 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.

ARTICLE 2. PURPOSE

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 office/s of the CAB.

2.2 The CAB is 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.

ARTICLE 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 state such 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 endurance of the requirements for the accreditation and for the performance of any corrective actions. Verification 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 communicate to the CAB, in timely fashion and with the modalities given in article 14, any modification to the documents.

3.5 ACCREDIA shall publish all updated documents on its website – www.accredia.it.

3.6. 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.

3.7 ACCREDIA shall inform the CAB by registered post or by certified electronic post, of the request for access to administrative documents in compliance with Law 241 of Aug. 7, 1990 and of Presidential Decree n. 184 of April 12, 2006.

ARTICLE 4. THE CAB's OBLIGATIONS

4.1 The CAB, by signing the present agreement, takes cognizance and accepts the contents of the content of the applicable documents.

4.2 The CAB shall keep updated all modifications introduced by ACCREDIA to the documents which ACCREDIA shall publish in accordance with the modalities defined in article 3.5 and it shall accept and apply such modifications unless it decides to invoke its private right, as per article 5, to withdraw from the present agreement.

4.3 The CAB shall inform all user requesting the performance of accredited activities, services, tests, calibrations of the existence of the present agreement, enabling the user to view it, as well as the provisions contained in the documents.

4.4 The CAB guarantees 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 documents and with all reference documents in the Annex to the accreditation certificate;
- b) its activities shall conform with the requirements for obtaining accreditation.

4.5 Where applicable in accordance with the documents, the CAB shall permit ACCREDIA assessors to perform assessments of accredited activities, also at short notice, at its office/s and at those of its clients and suppliers holding sub-contracts for accredited activities, services, calibrations or tests, also in order to ensure conformity with the requirements of accreditation. The CAB shall cooperate fully so that the assessors can examine all necessary documents, records and activities performed, as well as locations and everything else in accordance with the requirements of accreditation.

4.6 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.

4.7 Specific obligations for the CAB whether it is a testing or medical laboratory (hereinafter referred to as a "laboratory") or a PTP.

- a) The laboratory or PTP, in situations of unavailability or negative change in terms of human resources or instruments for the performance of tests, shall suspend the issue of testing reports or testing reports of evaluations 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 such 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 evaluation of the effectiveness of corrective actions implemented by the Laboratory/PTP and verified by ACCREDIA.
- b) The laboratory – when ACCREDIA considers it necessary – shall carry out tests of any type, including at PTPs and evaluation tests as defined in the relevant applicable ACCREDIA 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.

4.8 Specific obligations for the CAB if it is a Calibration Laboratory or producer of reference materials (hereinafter referred to as a “centre”).

- a) The centre performs 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) In situations of a change of the manager of the centre or of his/her substitute (persons with ACCREDIA's approval for signing calibration certificates), the newly installed personnel shall be evaluated with positive outcome by ACCREDIA before taking on their responsibilities and signing certificates.
- c) The centre, 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 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 centre communicates as such to ACCREDIA. Return to the situation before such failures can only take place following evaluation of the effectiveness of the centre's corrective actions by ACCREDIA.
- d) If ACCREDIA considers it necessary, the centre shall carry out calibrations or the production of materials as part of on-site assessments or another form of assessment.
- e) With regard to metrological confirmation of its sampling equipment, the centre shall respect the timeframe for the calibrations and controls established in the technical procedures approved by ACCREDIA.
- f) The centre shall prepare and have available a suitable program for participation at comparisons, review it regularly, update it and monitor its conduct in order to demonstrate coverage of its field of accreditation throughout the period of validity of accreditation. Such program shall be developed in conformity with ACCREDIA policies using providers of ILCs and/or PTs who are competent for calibrations in accordance with the indications provided by ACCREDIA. If ACCREDIA considers it necessary, the Center shall carry out calibrations requested by ACCREDIA during on-site assessments or independently of them, including participation at inter-laboratory circuits and evaluation tests, as set out in the applicable documents.
- g) if the Center is invited by ACCREDIA to take part in an ILC organized by EA or another international body, it shall participate (unless justifiable and documented reasons are provided), at its own cost if the calibration in question is a part of the scope of certification, also if this is not indicated in the program as per point f). ACCREDIA shall evaluate whether to accept any changes brought in by the Center to the program to pay for participation at the ILC indicated by ACCREDIA.
- h) All the Centers shall send to ACCREDIA the information regarding the issue of accredited calibration or reference materials certificates, in accordance with the relevant ACCREDIA requirements and instructions.
- i) The information gathered by ACCREDIA, including the names of the manager of the centre and his substitute may be published on ACCREDIA's website and, as it is public information on ACCREDIA's website, it may also be passed on by ACCREDIA to third parties.

4.9 Specific obligations for the CAB if it is a systems certification Body, a personnel certification Body, a product certification Body, an inspection Body, a verification Body (hereinafter referred to as “Body”).

- a) All the CABs 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 and in compliance with the applicable legislation (e.g. Presidential Decree 207/2010, article 63). All bodies accredited for the schemes 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 information regarding certificates issued under its responsibility, and shall also communicate all information concerning the withdrawal of certification also for legal purposes (e.g. the provision for annulment or expiry in Presidential Decree 207/2010 article 63 for the certification of QMSs).
The CABs shall remain exclusively responsible concerning the entities which use the service and also regarding organizations providing services (e.g. AVCP, SOA, contracted 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..The information gathered by ACCREDIA may be published on its website as it is information which is already available to the public on the website. ACCREDIA may also pass such information on to third parties, such as Chambers of Commerce, Research Institutes, CRIF, CERVED, AVCP and so forth, also in full; and such information may be used in a public context when ACCREDIA has already divulged it to others.
- b) The CAB 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. ACCREDIA shall provide the bodies with all the information the Body may need for the above activities.
- c) The CAB shall communicate to ACCREDIA the sum of revenue related to conformity assessment activities carried out under accreditation in accordance with the ACCREDIA pricelist and give to ACCREDIA all the evidence of such as confirmation that everything is in order and properly done. As well as the details of the revenue, ACCREDIA may request information concerning the number of certifications issued, also concerning assessors, the number of audit days and all other information which may be necessary to maintain correct accreditation control activities.
- d) The body shall send to ACCREDIA, in timely fashion, the updated and complete program concerning its audit and all other information for the performance of assessments by ACCREDIA, well in advance for such planning.
- e) the body shall keep updated the documents in the section “structure of the CB” in the reserved area of the ACCREDIA website.
- f) the body shall permit ACCREDIA to view the accounts documents during the on-site assessments.
- g) an accredited body with management system certification for a specific scope of certification shall not issue non-accredited certificates in the same scope.

The CAB, 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. The resumption of activities before such failures and the application of the ACCREDIA mark can only take place following evaluation of the effectiveness of corrective actions by ACCREDIA.

4.10 The CAB shall inform ACCREDIA immediately regarding:

- a) any interruption in the performing of accredited activities;
- b) any structural changes or changes of institutional names;
- c) any transfer and/or closure of office/s where accredited activity takes place;
- d) any substantial change of the organization from what had been previously communicated, such as:
 - change of manager of Laboratory or of Technical Director;
 - change of the substitute of the manager of Laboratory;
 - change of the quality manager;
 - change of the personnel responsible for relations with the AB;
 - change of persons authorized to sign for the issue of testing reports;
 - change of the personnel authorized to sign for the issue of calibration certificates;
 - change of accredited office or location.

This also includes the administration bodies, the bodies representing the interested parties and of the person responsible for the issue of declarations of conformity assessment.

- e) any other substantial change or variation which may reduce the capacity of the CAB to maintain its conformity with the requirements of accreditation.

4.11 The CAB shall offer an adequate and impartial service in all cases and to all users.

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 applicable standards and documents concerning safety regulations and it shall provide to ACCREDIA, during the programming of on-site assessment activities, detailed information regarding concerning measures of accident prevention, protection and emergency measures.

4.15 In cases as given in point 4.9, the CAB shall communicate to ACCREDIA the names of new appointees and their CVs and study records, ACCREDIA has 30 days from the receipt of such documentation to contest it, except for calibration laboratories for which the conditions described in § 4.7, point d) are applicable.

4.16 The CAB shall guarantee access for the ACCREDIA assessors at the locations of its clients where accredited activities take place.

4.17 The CAB shall guarantee access for the ACCREDIA assessors at the locations of suppliers for which it subcontracts or outsources (respecting the provisions contained in the documents) activities, services, tests, and calibrations for which it is accredited.

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

ARTICLE 5. RENUNCIATION AND WITHDRAWAL

5.1 The CAB may withdraw from the present agreement at any moment before its expiry by means of a letter sent by registered post or by certified electronic mail, to be sent to ACCREDIA.

5.2 In cases of renunciation or withdrawal the CAB shall act as follows:

- 1) inform the applicants of 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 reference 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 applicants the activities, services, tests, exams, calibrations, production of reference materials, organization of assessment tests of the CAB, ACCREDIA has the right to make known, at the locations and using the appropriate modalities, the renunciation or withdrawal of the present agreement.

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

ARTICLE 6. DURATION OF THE AGREEMENT

6.1 The present agreement lasts for one year from the date of the decision to grant accreditation with the possibility of tacit renewal for the same period of time. The present agreement cannot have a duration which is greater than the date of expiry of the accreditation certificate and it shall be re-signed for renewal of accreditation.

6.2 Variations to items contained in the accreditation schemes (sectors, extensions, exams, tests, proficiency testing, reference materials, calibrations and measurements, measure 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/attachments to the certificate of accreditation.

6.3 In cases of a change in the legal status or name of the CAB, ACCREDIA shall carry out the necessary verifications and subsequent issue 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.

ARTICLE 7. PAYMENT

The parties agree that all sums owed by the CAB to ACCREDIA are based on the existing pricelist. In cases of changes to such pricelist, as long as there is an approved economic offer, all services shall be invoiced in accordance with the tariffs in existence at the time of the work carried out. In the period preceding withdrawal or renunciation of the CAB from the agreement, the pricelist remains as it was before any variations only for activities undertaken at the moment of the of renunciation of accreditation. The CAB has the right to withdraw from accreditation within six months of receipt of the modification to the pricelist.

ARTICLE 8. FISCAL REGIME

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

ARTICLE 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.

ARTICLE 10. RETENTION

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

ARTICLE 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.

ARTICLE 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 sufficient for ACCREDIA to cancel 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) 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:
 1. there is an objective situation which would have prevented the signing of the agreement;
 2. there are facts which demonstrate the CAB has not behaved with competence, impartiality or in a proper way;
 3. 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, proficiency testing providers of the CAB, ACCREDIA retains the right to make known, at the locations and using the opportune modalities, the act of withdrawal from the present agreement.

ARTICLE 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, or 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 divulgation of confidential information, at least five days in advance of such divulgation. Nevertheless it remains understood that in cases of the divulgation of information the parties shall do all they can to avoid and/or minimize all undesired results.

13.5 The restrictions 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 an infringement of the present article.

13.6 The commitments to confidentiality under the present article shall remain valid for the parties also after, however such may occur, the renunciation of the present agreement.

ARTICLE 14. COMMUNICATIONS

14.1 All the communications regarding the present agreement shall be made in written form, also by fax, certified email or by any other suitable means with recorded receipt and are to be considered valid 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, _____, Via _____ n. _____
Fax n. _____ for the attention of. _____

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

ARTICLE 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, elect domicile at their respective head offices as per article 14 above.

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

ARTICLE 16. TOLERANCE

The tolerance 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.

ARTICLE 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 196/2003 and that the treatment of such data shall be instrumental for the management and conduct of accreditation in accordance with the present agreement. In addition, for the fulfillment of all the requirements of the applicable standards, treatment of data may take place without the agreement of the interested party as per articles 24 and 26 of the Privacy Code.

The treatment of data shall take place by manual and IT instruments and shall be strictly limited to the necessary ends and shall guarantee their safety and confidentiality.

The conferment of personal data for the management of accounts is obligatory. Both parties may, at any given moment, request the updating or cancellation of the data as per Law Decree 196/2003 and ensure observance of the rights contained in article 7 of Law Decree 196/2003.

The parties guarantee that all data are kept in archives and databanks at the respective head offices,

The parties guarantee that the data shall not be the object of communication other than for such categories of persons to whom they must be communicated for the fulfillment of the obligations of the present agreement.

ARTICLE 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.

ARTICLE 19. USE OF THE ACCREDIA MARK

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

Granting of accreditation:

Revision number _____ date: _____

ACCREDIA

THE CAB

Pursuant to and in accordance with articles 1341 and 1342 of the Italian civil code, the following articles are specifically approved in writing:

2. Purpose; 3. ACCREDIA's obligations; 4. The CAB's obligations; 5. renunciation and withdrawal; 7. Payment; 9. Court of law; 11. Declarations by the CAB 12. Clause of defeasance; 13. Clause of confidentiality; 18. Appeals

Granting of accreditation

Revision number _____ date _____

ACCREDIA

Name and signature of the President

THE CAB

Name and signature of the Legal Representative