

TITLE **AGREEMENT BETWEEN ACCREDIA AND THE SCHEME OWNER**

REFERENCE **CO-04-DC**

REVISION **04**

DATE **06-07-2021**

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
ASSISTANT QUALITY MANAGER

APPROVAL
THE GENERAL DIRECTOR

AUTHORIZATION
THE PRESIDENT

APPLICATION DATE
06-07-2021

CONTRACTUAL 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, Roma 00161 Italy,

Fiscal code, VAT n°: 10566361001,

(hereafter referred to as "**ACCREDIA**")

- on one side -

and

The Scheme Owner – in the person of its legal representative with registered office in _____, Fiscal code, VAT n° _____ hereafter referred to as "**PROPOSING PARTY**"

- on the other side -

(**ACCREDIA** and the **PROPOSING PARTY** hereafter referred to collectively as "**the Parties**" and singly as "**Party**")

WHEREAS

- a) ACCREDIA is a nonprofit-distributing association legally constituted on 16.07.2009;
- b) ACCREDIA is the sole national Accreditation Body for new certification schemes;
- c) ACCREDIA was designated sole national accreditation body pursuant to the Presidential Decree of 22.12.2009, art. 2 states that: "pursuant to article 4, § 2 of Law n. 99 of 23.07.2009, ACCREDIA, a nonprofit-distributing association, possessing legal entity under private law.... is designated as the national Italian accreditation body" and in accordance with article 57, par. 2, letter b) of Law Decree 163/2006, with exclusivity in Italy for the service in question;
- d) ACCREDIA is signatory to the multilateral agreements of mutual recognition
 - of European Cooperation for Accreditation (EA-MLA);
 - of International Laboratory Accreditation Cooperation (ILAC-MRA);
 - of International Accreditation Forum (IAF-MRA);
- e) the evaluation of the conformity of new conformity assessment schemes to the requirements to the applicable standards and to ACCREDIA's regulations is carried out according to the modalities defined in the General Regulation RG-19, the procedure PG-13-01 and the pricelist TA-00, published on ACCREDIA's website (www.accredia.it) and applicable in the version in force;
- f) the acceptance of a conformity assessment scheme constitutes an attestation of the technical and management competence of the Proposing Party of the scheme and does not constitute a guarantee on the part of ACCREDIA regarding the professional services of the Proposing Party;
- g) with this evaluation ACCREDIA does not acquire the role of scheme owner which remains the property of the Proposing Party. The Proposing Party retains all responsibilities concerning the strength and utility of the technical requirements of the conformity assessment scheme and concerning the

legality, effectiveness, validation, adequacy and representation of the needs of the interested Parties. ACCREDIA shall never be held responsible for any damages or other negative effects produced by the assessed scheme;

- h) Acceptance of a new conformity assessment scheme is voluntary and can be proposed by any party possessing the relevant requirements and in accordance with the ACCREDIA regulations as set out in General Regulation RG-19 and in the Operative Procedure PG-13-01;
- i) the Proposing Party has requested that ACCREDIA performs the evaluation of a new conformity assessment scheme;
- j) following evaluation by ACCREDIA, in accordance with the modalities set out in the General Regulation RG-19 and Operative Procedure PG-13-01, the fulfillment of the requirements of the applicable standard and the ACCREDIA Regulations, ACCREDIA shall recognize the Proposing Party for the scheme/s presented in the application for acceptance (DR-02 or DR-04);
- k) ACCREDIA, having verified, in the manner provided for in the General Regulation RG-19 and in the Operative Procedure PG-13-01, the existence of the requisites provided for by the applicable standard and ACCREDIA prescriptions, intends to recognize the Proposing Party for the conformity assessment scheme (s) reported in the Acceptance Application submitted (DR-02 or DR-04);
- l) ACCREDIA and the Proposing Party define and regulate, with the present Agreement, their relations as set out below.

Granted the above agreement between ACCREDIA and the Proposing Party

AGREE AS FOLLOWS

ART. 1

EFFECTIVENESS OF THE DOCUMENTS AND OF THE CONDITIONS OF ACCREDITATION

The conditions and the documents constitute an integral and essential part of the following Agreement.

ART. 2

OBJECT

2.1. With the present Agreement ACCREDIA grants to the Proposing Party the acceptance for the conformity assessment scheme/s named _____ presented in the application for acceptance (DR-02 or DR-04).

2.2. The Proposing Party, by signing the present Agreement, acknowledges and accepts the content of the General Regulation RG-19 and the Procedure PG-13-01 and the Pricelist TA-00, published on the website www.accredia.it and applicable in the version in force.

ART. 3

OBLIGATIONS OF ACCREDIA

- 3.1. ACCREDIA, having verified in the manner set out in the documents, the conformity of the conformity assessment scheme named _____ to the applicable normative requirements and to Regulation RG-19, authorizes the Proposing Party to quote/utilize such acceptance in its documentation. It shall not use the ACCREDIA mark as this can only be done by accredited Bodies.
- 3.2. ACCREDIA shall publish on its website www.accredia.it the information regarding the start of activities concerning the new conformity assessment scheme named _____.
- 3.3. ACCREDIA shall communicate to the Proposing Party, respecting the timeframe and with the modalities set out in art. 14, any modifications made to General Regulation RG-19 and to Operative Procedure PG-13-01.
- 3.4. ACCREDIA performs evaluations of the updates or modifications made by the Proposing Party to the conformity assessment scheme named _____ and ACCREDIA decides with regard to the need to take actions to be communicated to the Proposing Party. The Proposing Party has the right to withdraw from the present Agreement in accordance with article 5 regarding withdrawal from the present Agreement.

ART. 4

OBLIGATIONS OF THE PROPOSING PARTY

- 4.1. The Proposing Party shall make sure that it is constantly up-to-date regarding the modifications made by ACCREDIA to General Regulation RG-19 and Operative Procedure PG-13-01, which ACCREDIA publishes in accordance with the modalities defined in art. 3.3, and it shall accept and incorporate such modifications to its activities except in cases where the Proposing Party decides to exercise its rights under article 5 of the present Agreement.
- 4.2. The Proposing Party shall provide information regarding the present Agreement to any user who requests the performance of activities or services for the recognized conformity assessment scheme named _____, permitting the user to view the present Agreement as well as the requirements contained in General Regulation RG-19.
- 4.3. The Proposing Party shall fully cooperate to allow ACCREDIA's collaborators to examine all the documents and whatever else may be necessary for further verifications of the declarations carried on the application for acceptance (DR-02 or DR-04).
- 4.4. The Proposing Party is responsible for the declarations provided and ACCREDIA shall not be held responsible for declarations in the application for acceptance of recognition (DR-02 or DR-04) which are false. The Proposing Party shall ensure that ACCREDIA is not subject to any claim, request and/or action made or proposed by a third party with regard to ACCREDIA resulting from a falsehood attributable to the Proposing Party by virtue of the present Agreement.
- 4.5. The Proposing Party shall not undertake any activity which could be damaging or which could discredit ACCREDIA.

4.6. The Proposing Party shall communicate to ACCREDIA any update or modification to the conformity assessment scheme named _____, in accordance with § 4 of the General Regulation RG-19 and it shall accept a preliminary evaluation of the modifications made to the scheme by ACCREDIA which will decide if it is possible to maintain the validity of the conformity assessment scheme or if it is necessary to carry out a detailed evaluation, with due payment, before confirming the validity of the scheme.

4.7. The Proposing Party shall accept the fact that, in cases of failure to inform ACCREDIA of a modification to the scheme named _____, it may be deemed inappropriate and the relative accreditations may be suspended.

ART. 5

WITHDRAWAL

5.1. The Proposing Party may withdraw from the present Agreement at any time by means of a letter sent by registered post or by certified electronic mail, to be sent to ACCREDIA.

5.2. If withdrawal is requested, the Proposing Party shall inform the applicants of adoption of the conformity assessment scheme named _____, with which they are in contact, of the withdrawal from the present Agreement.

5.3. As a guarantee for applicants for the accreditation activity for the Proposing Party's scheme, ACCREDIA retains the right to make known, on the most appropriate occasion and using the opportune modalities, the act of withdrawal from the present Agreement.

ART. 6

DURATION OF THE AGREEMENT

The present Agreement shall be of unlimited duration unless the Proposing Party withdraws ownership of the conformity assessment scheme or decides to act as per article 5.

ART. 7

PAYMENTS

The Parties agree that all sums owed by the Proposing Party to ACCREDIA are based on the existing ACCREDIA pricelist (TA-00). In cases of changes to the pricelist, even if there is an approved quotation, all services shall be invoiced in accordance with the tariffs in existence at the time of the services carried out. In the period of notice, to the Proposing Party who makes use of the right to renounce, the tariffs prior to the change are applied and only for the activities carried out at the time of the renouncement. The Proposing Party has the right to renounce the acceptance of the scheme within six months from the date of receipt of the notice of modification of the Tariff.

ART. 8

FISCAL REGIME

Under the terms of the present Agreement VAT is applicable and therefore in cases of registration, will be subject to the fixed tax.

ART. 9

COURT OF LAW

For the settlement of all disputes regarding the interpretation, fulfillment or subsequent to the closure of the present Agreement and its obligations, after appeal to the reconciliation procedure as set out in the "Sole 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 AND REPRODUCTION

A copy of the present Agreement shall be kept at the head office of the Proposing Party, together with the updated documents.

ART. 11

DECLARATION BY THE PROPOSING PARTY

11.1. The Proposing Party, having viewed the rights and obligations of the present Agreement and of General Regulation RG-19, undertakes to respect all the pertinent obligations.

11.2. The Proposing Party declares and guarantees that it possesses all the competences and resources required by the standards and by the ACCREDIA General Regulation RG-19.

11.3. The Proposing Party declares and guarantees, assuming all responsibilities, that all the declarations and all the data contained in its documents presented to ACCREDIA for obtaining acceptance of the scheme in question, correspond to the truth.

ART. 12

EXPRESS TERMINATION CLAUSE

12.1. Failure by the Proposing Party to respect any of the requirements of articles 4, 7, 11 and 13 of the present Agreement is deemed to constitute a grave failure and is sufficient for ACCREDIA to cancel it with no further obligation with respect to the Proposing Party other than to give written communication of such annulment. ACCREDIA has the right to claim compensation in such cases.

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

- a) non-payment of sums owed by the Proposing Party to ACCREDIA after over 180 days have passed since ACCREDIA sent the communication;
- b) if it comes to ACCREDIA's attention that objective situations exist which would have prevented the signing of the present Agreement.

12.3. By way of guarantee for the applicants for the certification of the scheme developed by the Proposing Party, ACCREDIA retains the right to make known, on the appropriate occasions and using the opportune modalities, the act of withdrawal from the present Agreement.

ART. 13

CONFIDENTIALITY CLAUSE

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

13.2. Pursuant and in accordance with article 1381 of the Civil Code, the Parties shall ensure that their employees, collaborators, agents, managers and other appointees maintain absolute confidentiality with regard to the above information.

13.3. Each Party shall communicate to the other Party, in writing, any event which, in accordance with article 13.1, may lead to the disclosure of confidential information, at least 5 days in advance of such disclosure. Nevertheless, it remains understood that in cases of the disclosure of information the Parties shall take all necessary and possible measures to avoid and / or minimize the harmful effects deriving from the disclosure itself.

13.4. The restrictions contained in this article are not applicable regarding:

- a) every communication or authorized declaration by the interested party;
- b) any communication made absolutely necessary for the proper and ordinary performance of this Convention, without prejudice to the obligation, in this case, to warn the Party concerned in advance of the need for communication and to obtain the relative authorization from that Party. In the event that this Party avails itself of the right to prevent the disclosure of the above, it renounces any dispute and / or claim deriving from breaches resulting from the prohibition of communication
- c) any information that is in the public domain, where this is not due to the violation of this article.

13.5. The confidentiality commitments provided for in this article will continue to be in the hands of the Parties in full force and effect even after the termination, however occurred, of this Convention.

ART. 14

COMMUNICATIONS

14.1. All the communications regarding the present Agreement shall be made in written form, also by fax, email, certified email or by any other suitable means with recorded receipt and are to be considered valid as specified below:

- a) for ACCREDIA, to the head office of the competent Department (Via Tonale 26, 20125, Milano - Italy);
- b) for the Proposing Party, at the registered office.

14.2. The Parties shall have the possibility of changing their addresses by communicating as such in written form and the Proposing Party may change the name of the person to whom a communication is addressed.

ART. 15

ADDRESS FOR SERVICE

The Parties, in all matters regarding the present Agreement, including any judicial notification and sending of communications as per the above articles, select the address at their respective head offices as per article 14 above. Any modifications to addresses, fax numbers (or, with regard to the Proposing Party, the recipient of the communication) as indicated in article 14 and, therefore, of choice of address, shall be promptly communicated to the other Party by registered mail or registered letter.

ART. 16

ALLOWANCE

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

ART. 17

PROCESSING OF PERSONAL DATA

The modalities and purposes of the processing of personal data in the ambit of activities carried out under the present Agreement shall be governed by the principles of correctness, lawfulness and transparency and in accordance with the European Regulation for Data Protection n. 2016/679 (GDPR).

Granting of acceptance of the scheme:

DATE: _____

DATE

**TITLE NAME AND SURNAME
PRESIDENT ACCREDIA**

dd/mm/yyyy

Pursuant to and in accordance with articles 1341 and 1342 of the Civil Code, ACCREDIA specifically accepts in writing the following articles: 2. Object; 3. Obligations of ACCREDIA; 5. Withdrawal; 7. Payments; 9. Court of Law; 12. Express Termination Clause; 13. Confidentiality clause.

DATE

**TITLE NAME AND SURNAME
PRESIDENT ACCREDIA**

dd/mm/yyyy
