

**TITLE** **CONTRACTUAL AGREEMENT FOR ASSESSORS AND  
TECHNICAL EXPERTS - TESTING LABORATORIES  
DEPARTMENT**

**REFERENCE** **CO-03-DL**

**REVISION** **05**

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**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 DIRECTOR OF THE DEPARTMENT OF TESTING LABORATORIES**

**AUTHORIZATION**  
**THE GENERAL DIRECTOR**

**APPLICATION DATE**  
**07-07-2022**

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ACCREDIA – Department of Testing Laboratories (hereafter referred to as DL)

and Mr/Ms .....,

hereafter referred to as “Assessor” or “Technical Expert”, with the present contractual agreement agree as follows

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

## 1. PURPOSE OF THE AGREEMENT

The present agreement regulates the relations between the DL Department and the Assessor or External Expert with particular regard to the following:

- the examination of documents (e.g.: applications for accreditation, extension, renewal of accreditation etc.) of Conformity Assessment Bodies – CABs, bothy accredited and applicant;
- the performance of assessments (e.g.: initial, surveillance, renewal, extension, unscheduled, supplementary, extraordinary, etc.) conducted at the CAB;
- the preparation of assessment reports, as described above

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

The parties may rescind the present agreement by means of a written communication, giving 30 days of notice, except if engagements/tasks have already been accepted.

The DL reserves the right to rescind without giving 30 days’ advance notice by means of a written communication, in cases where the assessor or expert:

- has not respected the applicable obligatory rules (with reference to both legal and technical rules);
- has not respected the present contractual agreement;
- has behaved in a harmful way to the image of ACCREDIA;
- has a work performance considered inadequate by ACCREDIA;
- has breached ACCREDIA’s Code of Ethics and Conduct;
- has shown conduct in breach of good faith, especially with regard to the pursuit of a personal interest which is incompatible with the protection of general interests in accordance with EU and national legislation/standards with which s/he has been entrusted by the AB;
- has not taken part, in the 3-year period, in at least one of the annual updates of the DL (not applicable for Technical Experts);
- has not continuity in ACCREDIA assessment activities.

In the above cases the assessor/expert may request a meeting with the Director of the DL Department and also, if necessary, with the General Director. The costs of such meetings are met in full by the assessor/technical expert.

## 2. RESPONSIBILITIES OF THE ASSESSOR/TECHNICAL EXPERT

The assessor/technical expert shall carry out his/her activities as described in point 1 above in accordance with the following documents:

- the ACCREDIA statute;
- the general regulation for the application of the Statute;
- the general and technical accreditation regulations applicable by the DL;
- the general procedures for the assessment of testing labs, medical labs, PTPs and their relative operative instructions,

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

From time to time the DL technical officers will propose by telephone or email to the assessor/technical expert, specific tasks which s/he may accept or refuse. From this moment on the assessor/technical expert cannot accept assessment tasks of CABs with which s/he has or has had:

- consultancy relations in the 3 years previous to the proposal in question;
- economic relations in the 3 years previous to the proposal in question;
- any form of relationship which could result in a conflict of interests in the 3 years previous to the proposal question, such as the delivery of training activities, participation at the Directive Council level or corporate bodies in general, Decision-taking Committees or Committees for the Safeguarding of Impartiality as a CTP/CTU expert;
- relations which could be considered too familiar with auditors observed.

The assessor/expert shall not accept tasks from accredited or applicant CABs which have used consultancy services from companies with which the assessor/expert has operated or operates in the last 3 years.

The assessor/expert shall not accept tasks from applicant CABs for 3 years since the last performance of assessment activities.

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

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

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

Moreover, the engagement of an ACCREDIA assessor/technical expert is compatible with other engagements in the following cases:

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

The assignment of an ACCREDIA assessor/technical expert is incompatible (as well as the above) in the following cases:

- the undertaking of consultancy activities for applicant bodies or bodies accredited by ACCREDIA or if the consultancy is intended with respect to a future application for accreditation. It is the responsibility of the assessor/expert to verify the motivations before accepting any assignment;
- the possession of roles (both as an owner and as a shareholder) or the conduct of managerial or operative tasks (e.g. assignment to cover the role of one of the internal roles defined by the CAB), both as employee and as an external collaborator with an ongoing relationship, at CABs accredited by ACCREDIA or by equivalent bodies as above;
- carrying out assessment activities on behalf of CABs or other Accreditation Bodies, if conducted in violation of Regulation (EC) No. 765/2008, nor being part of the related decision-making or ratifying bodies, if such exist;
- to accept engagements to perform internal audits to CABs with ACCREDIA accreditation, or applicant bodies;
- training activities for accredited or applicant CABs. (even if the training is aimed at a future request for accreditation).

Any exceptions, for special cases, must be previously submitted to the officer responsible for the monitoring of assessors, by sending Annex 6 and authorized by the General Director.

It should be noted that, generally, the authorized training activities are those open to the public, in the catalog and not aimed at a single CAB. If the inspector/technical expert is authorized to provide training for an accredited party, s/he will not be allowed to receive assignments for 3 years towards the same party for all the schemes for which it is accredited.

Participation as a speaker at individual public events, organized by CAB, does not entail incompatibility with the CAB for the next 3 years, if the intervention is brief, for the dissemination of general information on accreditation or certification standards and which do not provide for direct remuneration by the CAB.

Exemptions are acceptable in the case of technical assessors/experts operating jointly with other assessors, for assessments of CABs, as long as respect is maintained for commitment to the task is conducted with independence and impartiality.

If an assessor/technical expert has a dependent work relationship with a public administration authority, before assuming the engagement, the assessor/technical expert shall send to ACCREDIA DL the authorization for such activity by the relevant administration together with a specification concerning the person/body who will receive the payment and reimbursement of expenses (the assessor/technical expert or the administration authority).

In general terms, the assessor/expert must comply with the ethical code of the respective Certification Bodies of persons, if in possession of certification, and the ACCREDIA Code of Ethics and Conduct, observe the ACCREDIA policies behaving objectively and without commercial, financial or other types of pressure that could compromise impartiality, and undertake to operate with expertise, prudence, diligence, transparency, objectivity, confidentiality, also in relation to discriminatory issues against the various CABs.

The assessor or technical expert, having accepted the engagement, in carrying out his/her operative tasks, shall:

- observe the requirements of the Standards, Guides, Regulations, prescriptive documents and procedures, and always have possession of the updated version;
- base all judgments on objective evidence in the assessment report, written clearly and unambiguously.

The assessors/technical experts may use the ACCREDIA mark and may publicize their role as ACCREDIA assessor/technical expert in training activities only if such activities are organized or sponsored by ACCREDIA and following authorization by the competent ACCREDIA director.

After the assessment, the assessors/technical experts shall respect the following timeframe for sending the assessment report:

- the reports of the document review shall be made exclusively on ACCREDIA modules and sent by email to the DL Department or loaded on the relevant software "audit-3A" within **20 working days** from receipt of the documents;
- the documents of the assessment (checklists, findings etc.) shall be sent to ACCREDIA DL by email or loaded on the relevant software "audit-3A" within **5 working days** of the closure of the assessment.
- the evaluation of corrective actions plan and objective evidences of closure of the findings shall be sent by email or loaded on the relevant software "audit-3A" to the DL Department within **7 working days** from receipt of the documents sent by the technical officer.

If the timeframe is not respected as above, or the documentation is incomplete or unclear, the DL director may, with the agreement of the General Director, suspend appointments and payment of invoices presented by the assessor/technical expert.

The assessor/technical expert shall send to the DL, at the most every 3 years his/her updated personal file regarding professional activities and training, any attestation of certificate as assessment DL due to lapse and all other documentation or record to be given to ACCREDIA in accordance with the ACCREDIA requirements for the appointment of assessors/technical experts.

ACCREDIA is not obliged to provide technical and/or standard documents concerning the tests/sectors for which the assessor/technical expert has declared himself to be competent.

The assessors/technical experts shall also inform in timely fashion the DL Department of any changes to collaborations with accredited Bodies (ongoing or completed) and send to the ATM (Technical Officer charged with the monitoring of assessors) his/her updated personal incompatibility file, dated and signed.

The assessor/technical expert shall maintain and develop his/her qualifications by means of continuously updating competencies, also with respect to initiatives conducted by the DL aimed at incorporating in his/her personal update process, knowledge regarding the applicable (to his/her activities) legal standards.

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

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

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

### 3. PAYMENT

The criteria are set out below for the calculation of the fees payable by ACCREDIA to assessors/technical experts for the performance of their activities of the assessment of CABs.

Assessors/technical Experts receive payment of:

- 435.00 euro net before VAT or other taxes and contributions for a working day. Working days are established in accordance with the following table:

	<b>Accreditation</b>	<b>Renewal of accreditation and surveillance</b>	<b>Supplementary and non-programmed assessments</b>	<b>Preliminary technical meeting</b>
<b>System assessor</b>	1 day for RED + assessment days + 1 day for post-assessment <sup>(1)</sup>	n. 0.5 day for RED + number of days for assessment+ 0.5 day for post-assessment <sup>(1)</sup>	Number of assessment days	0.5 day for meeting Fixed fee
<b>Technical assessor/expert</b>	0.5 day for RED + assessment days + 0.5 day for post-assessment a <sup>(1)</sup> + extra for MI <sup>(2)</sup>	n. 0.25 day for RED + number of days for assessment + 0.25 day for post-assessment <sup>(1)</sup> + extra for MI <sup>(2)</sup>	Number of assessment days	0.5 day for meeting Fixed fee

(1) RED = Report of documentation exam.

Post-assessment = writing of the report and verification of documentation subsequently sent by the CAB for the closure of the findings.

(2) An extra payment for Technical assessors/experts is made for the review of internal methods if they number more than 25, both during the process of accreditation and during the processes of reaccreditation and surveillance on the basis of the following criteria:

- for each group of 25 methods exceeding the first 25, payment is made for
  - 0.5 day in accreditation and reaccreditation;
  - 0.25 day in surveillance.
- fractions of groups are dealt with by rounding up to the higher number if the fraction is  $\geq 8$ . If the fraction is  $< 8$  the sum is rounded down to the lower number.

The internal methods shown in the detailed list of accredited tests in the flexible scope are not considered in the above calculation.

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

### 3.1. OTHER ACTIVITIES UNDERTAKEN AND REIMBURSEMENTS

For participation at meetings and/or clarification meetings regarding a CAB's dossier, reimbursement covers only travel expenses for a return transfer from the assessor/technical expert's residence and the location of work of 400 km.



A fixed daily payment of 100.00 euro is made to assessors/experts who receive an invitation to take part in:

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

The payment of this reimbursement is granted recognized only if specified in the relevant request for participation in the event.

With regard to other expenses such as course instructor, attendance at conventions, working groups, drawing up documents such as checklists or technical documents, participation in peer assessments and other activities as assessor, participation in ACCREDIA internal audits, requests for an opinion regarding reservations in specific testing sectors, payment will be agreed case by case with the General Director and formalized by appointment by the Director of the department.

With regard to insurance against injuries incurred at work, ACCREDIA has signed a policy for assessors/technical experts concerning assessment tasks. It is available at the DL Department's administration office.

### **3.2. OTHER REQUIREMENTS**

If an ad hoc extension assessment is performed, the fee for the day is similar to the one applied for surveillances except in cases of request by the CAB for the extension of just one test/examination/scheme for which payment is made for one day on-site.

In cases where an assessment is interrupted (see the General Regulation for accreditation) the assessors/technical experts are paid only for the days effectively worked.

If an accreditation or renewal of accreditation process is closed without the conduct of an assessment, in accordance with the applicable regulation, the assessors/technical experts are paid in correspondence with the RED. If a surveillance procedure is closed without the conduct of an assessment, the assessors/technical experts shall not be paid in correspondence with the RED.

## **4. TRAVEL EXPENSES AND RELATED REIMBURSEMENTS**

ACCREDIA will reimburse assessors/technical experts in accordance with the present contractual agreement for all pertinent and necessary expenses incurred in the undertaking of their tasks.

The criteria for reimbursement and related responsibilities concerning the expense note and the responsibilities for approval are set out below:

### **4.1. RESPONSIBILITIES**

The assessor/technical expert, when s/he invoices and completes the expenses module for reimbursement, is responsible:

- for being truthful in her/his requests;

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

## **4.2. REIMBURSABLE EXPENSES**

### **4.2.1. Means of transport**

The means of transport used by the Assessor/Technical Expert and the journey in question shall be established in accordance with the urgency, practicalities and economy, giving preference to public transport as indicated below.

#### **4.2.1.1. Trains and ships**

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

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

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

#### **4.2.1.2. Air travel**

Economy class shall be used for air travel.

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

#### **4.2.1.3. Public transport and taxis**

Public transport is to be used in urban areas. Long-distance taxi rides may be used only in cases of necessity and urgency.

#### **4.2.1.4. Private cars**

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

In all cases the use of cars owned by the Assessor/Technical Expert depends on the absence of counter-indications deriving from the ACCREDIA management which is communicated by means of the **authorization form which shall contain the details of the journey for each mission.** Without this request and/or indication, payment will be made for the equivalent of the cost of a first class rail ticket for the return journey – residence – CAB's premises.

The request for the authorization of a private car (with details of the journey) shall also include the part from residence to the station or airport.

If a private vehicle is used for more than one person, only the owner shall receive reimbursement.

Reimbursement for use of a car is based on kilometers travelled which currently stands at

- 0.51 euro (51 cents) per km.

ACCREDIA does not accept any responsibility for any damage to the vehicle or to third parties from use of a private or rented car used during the performance of work activities.

#### **4.2.1.5. Rented vehicles**

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

Only class B vehicles may be rented.

Reimbursement is not possible for the following:

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

The assessors/technical experts shall use, wherever possible, companies with agreements with ACCREDIA.

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

#### **4.2.1.6. Indemnity clause**

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

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

The assessor/technical expert takes all responsibilities exclusively for all damages and consequences resulting from failure to observe the road laws, safety regulations etc. and indemnifies ACCREDIA from any responsibility whatsoever regarding such matters.

#### **4.2.2. Meals**

The assessor/technical expert may ask ACCREDIA for reimbursement for food expenses consumed in public places.

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

Collective expense requests for meals cannot be reimbursed.

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

The maximum payment reimbursed for a meal is 41.00 Euro.

It is not possible to accumulate the sum of 41.00 Euro over one meal for the same audit or audit day.

### **4.2.3. Hotels**

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

Hotel expenses shall include only:

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

No unauthorized hotel expenses can be reimbursed, as stated below.

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

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

### **4.2.4 Other expenses**

Other reimbursable expenses are as follows:

#### **4.2.4.1. Motorway pay toll**

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

#### **4.2.4.2. Garage parking**

Car parking costs (day and night) can be reimbursed only for activities undertaken away from the assessor/technical expert's usual residential area, attaching the proof.

Reimbursement for parking is possible also in cases where authorization was given for use of a private vehicle from home to station or airport.

### **4.3. UNEXPECTED EXPENSES**

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

The ACCREDIA administration will check all claims for expenses and submit the relative expense notes to the management for approval.

#### **4.4. NON-REIMBURSABLE EXPENSES**

Among others, the following expenses cannot be reimbursed:

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

#### **5. COMMITMENTS WITH COSTS TO BE MET BY THE ASSESSOR/EXPERT**

The Assessor/Technical Expert shall fulfill the following commitments:

- participation at annual update meetings of the assessors held by the DL Dept.. If the assessor is absent for more than 3 meetings in a row, unless documents prove s/he was not able to attend or any other justification approved by the Direction or the Department Direction, ACCREDIA has the right to annul the present contract and to present to the Committee of Accreditation the reduction of one or more qualifications issued to the person in question or the complete annulment of the assessor/expert's qualification;
- the risks in the use of capital, real estate, personal property of the Assessor/Technical Expert, including welfare contributions and insurance for third party civil liability, related damages or destruction of goods belonging to the assessor/expert or to the DL Dept. for which the Assessor/Technical Expert could be held responsible under the law;
- the availability of an annual working day for the definition or in-depth study of specific issues required by the DL Department.

#### **6. FINANCIAL REPORTING, INVOICES AND PAYMENT**

At the end of each visit, or on a weekly basis, the assessor/expert must send to the Department Administration the expense form with the supporting documents and the module for the days performed, both numbered progressively (e.g. 1 expense form, 1 days module). See annexes 3 and 4.

The expense receipts must be sent in readable pdf format, by sending a single file for each assignment, the expense receipts whose amounts must be detailed in the expense summary form and reported for their total in the invoice as they constitute the tax base both for tax and social security purposes.

For travel expenses, ACCREDIA does not require an invoice as proof, but it will be sufficient to attach a receipt. For other expenses, documented in an invoice, the proof will be represented by the electronic receipt, in PDF format.

Expenses relating to hotels must be documented by an "invoice" made out to the assessor/expert (with specifying her/his VAT number) or to her/his company (specifying the relative VAT number) and **must be re-debited in the Expense Summary only net of VAT**. VAT, also in the case of other types of expenses, when justified with an invoice, shall not be charged to ACCREDIA.

Receipts and similar payment receipt items are considered as supporting documents in cases, for example, of motorway tolls, parking lots, interurban transport.

Under no circumstances should the original data contained in the receipts (date, amount, document numbering, etc.) be changed as these changes make the document invalid for reimbursement purposes.

Fiscal receipts, if they are not, must be detailed in the quantity and type of product.

The assessor/expert must issue an electronic summary invoice for all the reports sent by the end of the month.

Furthermore, on each electronic invoice, in order to proceed with the accounting, it is obligatory to insert the code of the DL Department in the appropriate "Administration Reference" field of the format provided.

Following reports from the administration, the anomalies will be subject to reversals by the assessor/expert or additions to appropriate immediate invoicing.

All invoices shall be headed and sent to:

**ACCREDIA**

**Via Guglielmo Saliceto, 7/9**

**00161 ROMA**

**Fiscal code and VAT number 10566361001**

**Recipient code: M5UXCR1**

All invoices shall contain full name, address, VAT number (if applicable), fiscal code, date of birth (for the purposes of certification of contributions), IBAN code, and:

- Type of assessment
- Laboratory/PTP (with reference and code)
- Ref. letter of engagement
- Number of audit days.

If an invoice is issued by a company it must state the name of the assessor/technical expert who performed the assessment.

Assessors/technical experts who issue invoices as freelancers are required to issue the invoice directly, avoiding advance payments by proforma or similar.

For the closure of the financial year, the Assessor/Technical Expert shall send to the SDI (for those who use the electronic invoice) and to ACCREDIA (for those who do not use the electronic invoice), no later than December 30 of each year, all the invoices and relative notes for activities performed before Dec. 30 of the previous year.

The copy of the expense summary shall be forwarded to the CAB and therefore this document must be free of any reference other than the full name of the assessor/technical expert.

Payments are made by ACCREDA **60 days** after the end of the month of receipt on the basis of the IBAN code sent by the Assessor/Technical Expert.

## 7. FISCAL REGIME FOR ASSESSORS/TECHNICAL EXPERTS

To operate in the name of or on behalf of ACCREDIA it is necessary to have a VAT number, either personal or of the company the assessor works for as employee, partner or administrator.

Except for:

- Public Administration employees;
- Assessors/technical Experts with not more than 3 (three) engagements per year.

The fiscal regime shall be declared by means of completion of Annex 5 "Personal file for ACCREDIA assessors/experts" to be presented when the present contractual agreement is signed.

If the assessor/technical expert works for a company the present agreement shall be counter-signed for acceptance by the company's legal representative and by the assessor/technical expert (in such cases the business profile is also presented when the present agreement is signed, showing the pertinence of the company with respect to the assigned activities).

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

The table below describes the main positions/roles of assessors/technical experts with regard to welfare contributions and payments:

Description of the position	Social security obligations for ACCREDIA
Professional Assessor/Technical Expert paying contributions to the national welfare system and or /INPS	2%, 4% and/or 5% of the payment fee
Assessor/Technical Expert of an individual company or employee, partner or company administrator	NOT APPLICABLE
Assessor/Technical Expert without VAT number up to 5,000 Euro per year (occasional work; article 5 of Presidential Decree 633/72)	NOT APPLICABLE
Assessor/Technical Expert without VAT number - more than 5,000 Euro per year, also with a number of clients (Legislative Decree 276/03 Legge Biagi)	Two-thirds of INPS rate applicable (see Annex 4)

## 8. OCCUPATIONAL HEALTH AND SAFETY

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

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

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

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

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

During an assessment the following situations may occur:

- 1) only one assessor is appointed for the assessment. Such assessor shall be the Lead Assessor and to ensure safety s/he shall respect the tasks in question.
- 2) two or more assessors are assigned the assessment operating at two or more different locations which do not interfere with each other. In this case the assessors shall be tasked as Lead Assessors and point 1 above is applicable, otherwise assessors shall interface with the designated Lead Assessor.



- 3) the opening meeting of the assessment is not chaired by the Lead Assessor. In such cases a member of the assessment team shall perform the tasks of the Lead Assessor until such time as the Lead Assessor, appointed by ACCREDIA, arrives. If, in the assessment team and during the opening meeting, a Technical Officer is present as assessor, such person shall operate as Lead Assessor until the Lead Assessor arrives.

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

## 9. TREATMENT OF PERSONAL DATA

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

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

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

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

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

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

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

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

The assessor/expert has the right to object to the processing of personal data, in part or totally, for legitimate reasons which regard him/her, also if they are relevant to the purposes of gathering of data [art. 13 par. 2 point b)] and s/he has the right to exercise his/her rights to withdraw consent at any moment.

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

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

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

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

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

## **10. SETTLING OF DISPUTES, COMPETENT COURT AND ARBITRATION CLAUSE**

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

## **11. VALIDITY**

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