

ACCREDITATION CONTRACT

No. of

Organization **LEGAL PERSON**

Through

CONFORMITY ASSESSMENT BODY

PREPARED BY

NAME, SURNAME

Entire or partial reproduction of the present document in any publications and by any means (electronic, mechanical, etc.), is forbidden without written and explicitly approval of RENAR

Chapter I - CONTRACTED PARTIES

Between **ROMANIAN ACCREDITATION ASSOCIATION**, hereinafter **RENAR**, located in Bucharest, #18 Plugariilor Street, sector 4, zip code 040443, phone 021/402.04.71; fax 021/402.04.89, registration number 172/ 30.01.2003, fiscal code RO 4311980, IBAN account: RO41 RNCB 0077 0114 3642 0001, opened at BCR SECT 6, legally represented by Mr. Cristian Dorin NICHITA - General Director, as service provider, on the one hand

and

Organization **LEGAL PERSON**, hereinafter beneficiary located in town _____, county _____, street _____, no. _____, zip code _____, phone/ fax _____, registered under number J _____ / _____ / _____, fiscal code _____, account no. _____, opened at bank _____, **BRANCH** represented by **POSITION, NAME, SURNAME** and by **POSITION, NAME, SURNAME**, organization of which the **CONFORMITY ASSESSMENT BODY** is part of, as BENEFIICIARY, on the other hand,

Is concluded the present contract.

Chapter II - THE OBJECT OF THE CONTRACT AND DEFINITIONS

2.1. – The Object of the contract

The object of the present contract is providing accreditation services requested by application no. **/DATE**, in the conditions established by the present contract and specific applicable RENAR documents.

2.2 Definitions

- CAB = Conformity Assessment Body
- initial accreditation = represents the first stage of the accreditation process, the period between the date when the accreditation contract come into force and the date of reaccreditation.
- list of tariffs = represents all the tariffs that RENAR applies for achieving the present contract, approved by the Board of Directors and endorsed by the Ministry of Economy and Trade.
The list of tariffs is published and accessible in any moment on RENAR's website. When the list of tariffs modifies it become annex to the present contract in the moment it becomes operative until a modification appears according to 5.1.
- notified body = according to European Council Decision 768/2008.
- portfolio of documents = set of documents, in electronic format, permanently available on RENAR's website, password free, with view to be downloaded by the beneficiary and to be used with the purpose to prepare/update the own management system documentation.

Chapter III - THE DURATION OF THE CONTRACT

- 3.1.** The contract is concluded for the whole validity period of the accreditation certificate as follows:
- 3.2.** The accreditation contract enters into force on the date the parties sign it and ends on the expiry date of the accreditation certificate, with the possibility to extend it automatically once the reaccreditation is obtained.
- 3.3.** The accreditation contract ends by cancellation under the conditions mentioned at 8.1 of the present contract.
- 3.4.** The contract is automatically canceled without delaying the beneficiary and without any other prior formality in case of ending the initial accreditation process, accreditation withdrawal and in case of abusive use of the accredited statute and/ or of the national accreditation mark.

Chapter IV - GENERAL PROVISIONS

- 4.1.** The present contract establishes the general conditions of the contractual relations between parties and is completed by the documents foreseen in the portfolio of documents according to 2.2;
- 4.2.** The accreditation process is developed according to the reference standards and associated guides applicable to accreditation bodies and CAB, as well as the provisions of the procedures, internal regulations and RENAR own policies, available at the moment of deploying different steps of accreditation process;
- 4.3.** Taking into account SR EN ISO/CEI 17011 requirements which foreseen that the policy and procedures of the accreditation body shall be non-discriminatory, the parties agree that the present contract contains identical and equal provisions for all CABs requesting accreditation.

Chapter V - THE VALUE OF THE CONTRACT

- 5.1.** The accreditation costs are established based on tariffs foreseen in the List of tariffs in force on the day of payment and are available on RENAR website. The exception is the situation when certain components of the tariffs are determinable depending on the specific of accreditation activity. The List of tariffs in force on the date when the contract was signed is annexed to the present contract and can be modified during the contract deployment but the modification shall be published on RENAR's website 15 days prior to become operative.
- 5.2.** The BENEFICIARY shall pay in advance the sums for each step of the accreditation process, based on the estimate and on the invoice sent by RENAR.
- 5.3.** The payment of all financial obligations shall be made in LEI at the exchange rate of BNR in force on the day of the payment (for those in euros).
- 5.4.** In case of renouncing to obtain accreditation in different stages of the accreditation process, as well as when renouncing to accreditation, the BENEFICIARY declares that has no claim on the sums paid in advance for the activities already developed.
- 5.5.** RENAR returns the sums paid in advance by the BENEFICIARY for the activities which were not performed, if it results that the BENEFICIARY is not to blame or in case of force majeure.
- 5.6.** The expenses for traveling of RENAR assessment team (transport, accommodation, meal) to other location than Bucharest as well as the costs for transport and meals from RENAR's office to the BENEFICIARY office in Bucharest are not comprised in these tariffs. These expenses are paid by the BENEFICIARY within the limits established in the List of Accommodation and Traveling Expenses (available on RENAR's website).
- 5.7.** In case the BENEFICIARY assures from its own resources the transport, accommodation and meals for the assessment team, these cost shall be not comprised in the estimate.
- 5.8.** The costs for the possible extraordinary assessments, performed under conditions from 6.3.6., are established in accordance with List of Tariffs and are paid by the BENEFICIARY. In case the extraordinary assessments are decided following complains, notifications, self notice or an appeal, and the decision of the assessment is in favor of the BENEFICIARY, the costs of this assessment will be undertaken by RENAR.
- 5.9.** For the use of the National Accreditation Mark, the accredited BENEFICIARY is obliged to pay the royalties in force on the day of the payment. The royalties shall be paid each trimester (the day of the payment shall be 31st of March, 30th of June, 30th of September and 24th of December), with an annual regularization, starting from the date of certificate issue. The values of royalties are listed in the List of Tariffs.
- 5.10.** The deadline for regularization for the payment of the royalties is the 31st of December of each year.
- 5.11.** If the BENEFICIARY delays the payment of the royalties, with more than 30 days with respect to the deadlines foreseen in the present contract the accreditation shall be suspended for maximum 6 months. After the expiry of the suspension deadline, in case the BENEFICIARY is still not paying, the contract shall be cancelled and the accreditation certificate shall be withdrawn.
- 5.12.** If the terms foreseen in 5.9 are exceeded, delay penalties shall be calculated of 0.1% per day of delay until the complete payment of the obligation. Contrary, the provisions 6.3.8 are applied.

Chapter VI - RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. Rights of BENEFICIARY

6.1.1. The BENEFICIARY has the right to have access to all the information with regard to the accreditation activity in the scope for which it has applied for or the accreditation has been granted for.

6.1.2. The BENEFICIARY has the right to establish together with RENAR, within the terms of RENAR procedure's provisions, the precise dates of the performance of the different stages of the accreditation process (the flow chart is available on RENAR's website).

6.1.3. The BENEFICIARY has the right to refuse the composition of the assessment team, only based on well grounded reasons, presented in writing to the management of RENAR. In this situation, the BENEFICIARY assumes the risk for the delay of the accreditation process in regard with the proposed schedule, and RENAR reserves its right to use assessors from other foreign accreditation bodies, in case there are no available assessors in the country, with recalculating the accreditation tariffs and shall inform the BENEFICIARY about the new costs.

6.1.4. The BENEFICIARY has the right to request the members of the assessment team, to sign confidentiality declarations and to respect the right of industrial property and intellectual property of the BENEFICIARY or its clients according to 6.4.4.

6.1.5. The BENEFICIARY has the right to give up to accreditation notifying RENAR with at least 30 days in advance.

6.1.6. The BENEFICIARY has the right to refer to its status of accredited body, only during the period of validity of the accreditation certificate and only for accredited activities, contrary the BENEFICIARY shall be suspended.

6.1.7. The BENEFICIARY has the right to request RENAR assessment team to respects their own internal rules, work security norms of the specific work and other internal rules, during the period of performing the on-site visits or on the locations in which the assessment activities are deployed;

6.1.8. The BENEFICIARY has the right to request explanations from the assessment team in order to assimilate the findings from the process of assessment;

6.1.9. The BENEFICIARY has the right to make an appeal to any decision which is not in its favor. The appeal is treated according to the in force procedure of appeals.

6.2. Obligations of BENEFICIARY

6.2.1. The BENEFICIARY shall commit to fulfill continuously the requirements for accreditation set out by the accreditation body for the areas where accreditation is sought or granted.

6.2.2. The BENEFICIARY has the obligation to respect continuously the provisions of RENAR documents which are made available to the BENEFICIARY by portfolio of documents through the website as well as the documents on which it will be informed about according to 6.4.

6.2.3. The BENEFICIARY has the obligation to permanently self-inform through RENAR website regarding the modifications made by RENAR to the rules of accreditation.

6.2.4. The BENEFICIARY has the obligation to ensure all necessary conditions as well as a good cooperation in order to allow RENAR, at its request, to check the fulfillment by the BENEFICIARY of all accreditation requirements, in all locations where the BENEFICIARY activity is developed.

6.2.5. The BENEFICIARY has the obligation to allow RENAR to have access to information, documents and records, thus to be able to perform the assessment, respectively to clarify all aspects related to Beneficiary's conformity with accreditation requirements, as well as with accreditation maintenance.

6.2.6. The BENEFICIARY has the obligation to allow RENAR to have access to those documents that provide insight into the level of independence and impartiality of the BENEFICIARY towards its related bodies, where applicable.

6.2.7. The BENEFICIARY has the obligation to arrange the witnessing of Beneficiary's services when requested by RENAR and within its deadlines.

6.2.8. The BENEFICIARY has the obligation not to allow its consultants to interfere during the assessment or, contrary, the assessment process shall be suspended.

6.2.9. The BENEFICIARY has the obligation not to use its accreditation in such a way to discredit RENAR.

- 6.2.10.** The BENEFICIARY has the obligation to pay in advance the costs for each stage of the accreditation and to present to RENAR the evidence that these payments were made.
- 6.2.11.** The BENEFICIARY has the obligation to welcome the assessment team, to cooperate with them and to assure all the conditions for deploying the assessment process under the best conditions.
- 6.2.12.** The BENEFICIARY has the obligation not to refer to its status of accreditation applicant or body in process of accreditation in a way to create confusions or inappropriate opinions about Beneficiary's competence recognition by RENAR.
- 6.2.13.** The BENEFICIARY has the obligation to inform RENAR assessment team in due time about the particular conditions regarding the access and the way of performing some specific activities at the office and/ or locations that are to be visited.
- 6.2.14.** The BENEFICIARY has the obligation to train RENAR assessment team, where is the case, with regard to work security norms as well as to assure the proper protection equipment, where the specific conditions impose it.
- 6.2.15.** The BENEFICIARY has the obligation to inform RENAR, in writing, within the shortest time, about any changes made in the status, organization, top management and key personnel, main policies, resources and premises, scope of accreditation, and other such matters that may affect the ability of the BENEFICIARY to fulfill requirements for accreditation.
- 6.2.16.** The BENEFICIARY has the obligation not to use the National Accreditation Mark outside the accredited scope or in a manner generating confusion, as well as to transmit to all its clients the interdiction of using the National Accreditation Mark.
- 6.2.17.** The BENEFICIARY has the obligation to conform to the transition policies established by RENAR in case of reference standard changes or in case of the accreditation conditions change.
- 6.2.18.** The BENEFICIARY has the obligation to provide RENAR, at its request, complete information about reports/ certificates issued under accreditation.
- 6.2.19.** The BENEFICIARY has the obligation not to make any pressures, directly or indirectly, on RENAR personnel directly or indirectly involved in the accreditation process.
- 6.2.20.** The BENEFICIARY has also and other rights and obligations, foreseen in RENAR documents which are applicable and made available through portfolio of documents and/ or by RENAR's website.
- 6.2.21.** The BENEFICIARY has the obligation to participate in international PTs where RENAR has subscribed it or is suspended.

6.3. RENAR rights

- 6.3.1.** RENAR has the right to establish and change the criteria and accreditation rules, in accordance with in force legislation, RENAR status and provisions of the standards and applicable guides for accreditation activities; in case of modifications of reference standards or RENAR accreditation conditions, RENAR shall notify the BENEFICIARY and shall offer all necessary information.
- 6.3.2.** RENAR has the right to establish and change the accreditation tariffs and royalties, according to the in force legislation and its status. RENAR shall inform the BENEFICIARY on the changes in the accreditation tariffs and royalties by making them public on RENAR's website.
- 6.3.3.** RENAR has the right to have access to all information, documents and records so that the assessment can be performed, respectively all aspects related to Beneficiary's conformity with accreditation requirements, as well as those related to accreditation maintenance to be clarified respecting the confidentiality.
- 6.3.4.** RENAR has the right to request any information considered relevant for Beneficiary's organization and operation.
- 6.3.5.** RENAR has the right to obtain any information about the status, financial situation, operation and activity of BENEFICIARY on any legal way.
- 6.3.6.** RENAR has the right to make extraordinary assessments in the following situations:
- a. for appeal and complaints review;
 - b. in the situation when RENAR finds out that the BENEFICIARY is not fulfilling the accreditation conditions for which the accreditation was granted;
 - c. in situation that BENEFICIARY changes some conditions in regard with those for which the accreditation was granted (including the cases foreseen in 6.2.14);
 - d. when there are well grounded complaints from third parties about Beneficiary's or its clients activity;
 - e. when there are relevant information in the media regarding the breaching of accreditation conditions.

6.3.7. RENAR has the right **to end** the accreditation process in the following situations:

- a. in case that during the initial accreditation process it is found out that the BENEFICIARY is abusively using the National Accreditation Mark or the accredited status;
- b. when RENAR cannot appoint new member/ members in the assessment team following the rejection of one of the members by the BENEFICIARY;
- c. when following the on-site assessment the BENEFICIARY does not accept the non-conformities found by the assessment team;
- d. when the BENEFICIARY does not eliminate the non-conformities found by the assessment team in the conditions and deadlines established by RENAR;
- e. when during the initial accreditation process the BENEFICIARY does not make available for RENAR the clients where the witness assessments shall take place, in terms and conditions established by RENAR;
- f. in case that the BENEFICIARY does not respect the deadlines established in RENAR's documents in the initial accreditation process, the accreditation contract shall be suspended.

6.3.8. RENAR has the right to **suspend** accreditation in the following conditions:

- a. when the BENEFICIARY does not fulfill the accreditation requirements or does not respect the accreditation rules (e.g. when there are identified incorrect references to the accredited status or misuse of accreditation symbols (accreditation status, National Accreditation Mark, RENAR logo etc.) in advertisements, catalogues, websites etc.);
- b. when the BENEFICIARY does not eliminate the non-conformities found by the assessment team in the conditions and deadlines established by RENAR;
- c. when there are identified critical non-conformities on BENEFICIARY assessment;
- d. when the BENEFICIARY uses for the activities for which it obtained accreditation personnel whose competence cannot be proved;
- e. when the BENEFICIARY does not agree with surveillance/ extraordinary assessment according to the rules established by RENAR;
- f. when the accredited BENEFICIARY does not use the National Accreditation Mark according to the procedure on use of National Accreditation Mark;
- g. when at surveillance assessments, it finds out that the BENEFICIARY cannot prove competence for the accredited scope;
- h. when the BENEFICIARY does not respect the provisions of the accreditation contract (e.g. delaying the payments, royalties, as well as delaying the penalties payment).

6.3.9. RENAR has the right to **withdraw** accreditation in the following situations:

- a. if the BENEFICIARY requests it under the condition of notifying RENAR with at least 30 days in advance;
- b. when the BENEFICIARY does not respect the provisions of the accreditation contract (e.g. point 6.2, 5.12. of the present contract without limiting to these);
- c. when the BENEFICIARY is in dissolution, bankruptcy procedure, legal abolition etc.;
- d. when the BENEFICIARY does not eliminate the causes that lead to suspension within the deadlines established by RENAR (before the expiry period for suspension decided by the Accreditation Council);
- e. when for performing surveillance assessments, the BENEFICIARY does not make available for RENAR the clients for the witness assessments within the terms and conditions established by RENAR;
- f. when for 2 consecutive years the witness assessments cannot take place due to the lack of clients or other reasons imputable to the notified body;
- g. when the BENEFICIARY does not notify within maximum 2 months since their appearance the changes regarding its statute, organization, top management and key personnel, main policies, resources and premises, scope of accreditation, and other such matters that may affect the ability of the BENEFICIARY to fulfill requirements for accreditation;
- h. if the BENEFICIARY uses the accreditation certificate with view to designation prior to become a notified body;
- i. when the BENEFICIARY uses the National Accreditation Mark during the period of suspension;
- j. when the BENEFICIARY does not pay the tariffs for the stages of the accreditation process and the royalties in the conditions foreseen in chapter V of the present contract;
- k. if the referential against which the accreditation has been granted is no longer valid.

6.4. RENAR obligations

6.4.1. RENAR has the obligation to make known to the BENEFICIARY the information on adequate ways to obtain traceability of measurement results in the filed for which accreditation is requested.

6.4.2. RENAR has the obligation to make known to the BENEFICIARY the criteria, the specified accreditation requirements and accreditation tariffs/ royalties.

6.4.3. RENAR has the obligation to make available to the BENEFICIARY the in force RENAR documents and to inform it, in due time, about any changes made.

6.4.4. RENAR has the obligation to assure full confidentiality of all information obtained about BENEFICIARY during the accreditation process and to respect the right of intellectual property and the right for BENEFICIARY's or its client's industrial property.

6.4.5. RENAR has the obligation to elaborate transition policies to the new accreditation requirements and to communicate them to the BENEFICIARY.

6.4.6. RENAR has the obligation to respect the internal rules and specific norms for work security of BENEFICIARY during the on-site assessment.

6.4.7. RENAR assessors have the obligations to give to the BENEFICIARY's representatives all necessary explanations in order for the BENEFICIARY to acknowledge the findings during the accreditation process.

6.4.8. RENAR has the obligation to make public available the accredited status of the BENEFICIARY during the validity period of the accreditation certificate.

6.4.9. RENAR has all the other rights and obligations, as an effect of applicable RENAR documents.

Chapter VII - PARTIES LIABILITY

7.1. The BENEFICIARY has the entire responsibility for its own activities and issued acts and shall clearly foresee this thing in all contractual documents concluded with its beneficiaries. Also, BENEFICIARY declares that shall not take advantage of RENAR accreditation in order to be exonerated by responsibility or for sharing the responsibility.

7.2. RENAR has the responsibility to apply correctly the Romanian standards and the in force applicable guides as well as the procedures regarding the accreditation process.

7.3. Both parties are directly responsible one in front of each other for the harms caused by intentioned actions of the persons used in the process of assessment doesn't matter the way of subcontracting them.

Chapter VIII - CONTRACT CANCELLATION

8.1. The present contract is cancelled by right when:

- a. RENAR ended the accreditation process according to the provisions of 6.3.7. of present contract;
- b. RENAR withdrawn the accreditation according to the provisions of 6.3.9. of present contract;
- c. Contractual obligations are not fulfilled;
- d. The BENEFICIARY did not request accreditation with 9 months in advance to the expiry date of the accreditation certificate;
- e. The referential against which the accreditation has been granted is no longer in force;
- f. The BENEFICIARY has not been notified regarding tariff modifications (according to 6.3.2.) and does not agree to sign the addendum to the contract for new tariffs.

8.2. If the contract ends, no matter the reasons, the period of validity of the contract extends with the necessary period to fulfill all the financial obligations.

Chapter IX - FORCE MAJEURE

9.1. By force majeure the parts understand enforceable act which makes impossible the execution of contractual obligations and which exonerate of responsibility the part which invokes it. Can be considered as force majeure: natural disasters, fires, wars etc..

- 9.2. For the force majeure to eliminate the responsibility, the part which invokes it is obliged to:
- to communicate in written the case of force majeure in at maximum 7 days of happening;
 - to communicate in written ending the case of force majeure in at maximum 7 days from ending;
 - to take all necessary measures to limit the consequences generated by force majeure;
- 9.3. If force majeure exceeds a period of 60 days, each party can renounce at contract execution without requesting compensations.

Chapter X - LITIGATIONS

10.1. The BENEFICIARY can make appeal to RENAR decisions with doesn't agree with to the Appeal Commission of RENAR. In conformity with provisions of RENAR applicable documents, BENEFICIARY is obliged not to open any action in competent court of law until RENAR decision is definitive.

10.2. The appeal along with RENAR answer is considered as a step to solve the conflict friendly.

10.3. In case in which is not possible a friendly solving of any litigation derived or in connection with the present contract, any part can make appeal in competent court of law. The parts agree that the cause to be judged at competent court of law in Bucharest.

Chapter XI - OTHER CLAUSES

11.1. Granting the right to use of other recognition marks (for example ILAC-MRA, IAF-MRA etc.) shall make the object of a separate contract between RENAR and BENEFICIARY. The BENEFICIARY shall request RENAR the right to use the mark.

11.2. Notification

Any notification or any other document sent by any Party to the other in relation with the present contract shall be considered as sent, respectively received, if:

- it was submitted/ picked up to/from RENAR's Registry Office on the date when it was given to the other party;
- it was sent by regular mail, with a confirmation receipt, in the second working day following the date when it was sent;
- it was sent by courier or a mail service having the evidences of the mail sent, on the date indicated in that evidence;
- it was sent by fax.

The mail addresses and the fax numbers which shall be used by the parties are these indicated in the present contract if not notified otherwise.

11.3. Ways of communication agreed for the good development of the contract:

- an announcement on RENAR's website - for general information regarding the modification of standards, accreditation criteria etc.;
- fax, post mail or documents handover by RENAR's Registry Office, mail together with its confirmation – for the information specific to accreditation process according to 6.4.

Chapter XII - FINAL PROVISIONS

12.1. Any change of the present contract shall be made only in written form, by addendum;

12.2. The present contract were concluded in 3 (three) copies, all with original value, from which 2 remains with RENAR and one with the BENEFICIARY.

ROMANIAN ACCREDITATION ASSOCIATION - RENAR

General Director

NAME, SURNAME

Signature

LEGAL PERSON

LEGAL REPRESENTATIVE

NAME, SURNAME

Signature