

**TITLE FRAMEWORK CONVENTION FOR TECHNICAL
ASSESSORS AND EXPERTS – DEPARTMENT OF
CALIBRATION LABORATORIES**

REFERENCE CO-03-DT

REVISION 05

DATE 21-12-2023

PREPARATION

MANAGEMENT SYSTEM RESPONSIBLE

APPROVAL

DIRECTOR OF THE DEPARTMENT OF CALIBRATION LABORATORIES

AUTHORIZATION OF ISSUE

GENERAL DIRECTOR

APPLICATION DATE

01-01-2024

INDEX

1. OBJECT OF CONVENTION	3
1. RESPONSIBILITY OF THE TECHNICAL ASSESSOR/EXPERT.....	4
2. FEES	8
2.1 OTHER SERVICES AND REFUNDS.....	9
4. TRAVEL/TRIP EXPENSES AND RELATIVE REFUNDS	10
4.1. RESPONSIBILITY	10
4.2. REFUNDABLE EXPENSES	10
4.3. MEALS	12
4.4. HOTELS.....	12
4.5. OTHER EXPENSES	12
4.6. UNFORESEEN EXPENDITURE ITEMS	13
4.7. NON-REIMBURSABLE EXPENSES.....	13
5. CHARGES TO BE BORNE BY THE TECHNICAL ASSESSOR/EXPERT	14
6. REPORTING, INVOICING AND PAYMENTS	14
7. TAX REGIME OF TECHNICAL ASSESSOR/EXPERT	16
8. HEALTH AND SAFETY IN THE WORKPLACE	16
9. PROCESSING OF PERSONAL DATA	18
10. DISPUTE RESOLUTION AND PLACE OF JURISDICTION -ARBITRATION CLAUSE	20
11. VALIDITY	20

ACCREDIA - Department of Calibration Laboratories (below Department DT) and the "Assessor", or "Technical Expert", with the present convention agree as follows.

1. OBJECT OF CONVENTION

This convention governs the relationship between the DT Department and the Assessor or the external Technical Expert, in particular for what concerns:

- document review (e.g.: applications for accreditation, extension and renewal, documents of the quality management system etc) of an accredited/accrediting Calibration Laboratory/Reference Materials Producer or an accredited/accrediting Biobank;
- the implementation of on-site/remote assessments (e.g.: accreditation, renewal, extension, surveillance, supplementary, extraordinary, etc.) performed at the Laboratory/Producer and/or their Customers/Subcontractors or at a Biobank;
- drafting of the reports relating to the assessments referred to in the previous points;

and in general, any intervention formally requested through the assignment of the Direction of the DT Department regarding the training of internal and/or external staff, representation at conferences, congresses, participation in working groups and projects, consultancy/technical support to the same DT Department.

Each of the parties has the right to withdraw from this agreement by means of a written communication and with 30 (thirty) days' notice, without prejudice to commitments already made.

The 30-day deadline does not apply, and therefore the DT Department may withdraw immediately by written notice, in cases where the Technical Assessor/Expert:

- does not comply with the provisions of the mandatory rules applicable to its business (with reference to both legal and technical standards);
- does not comply with the provisions of this agreement;
- has behaviours that may harm the image of ACCREDIA;
- provides services deemed inadequate by ACCREDIA;
- commits violations to the ACCREDIA Code of Ethics and Conduct;
- shows bad faith in carrying out the activities, with particular reference to the hypothesis of pursuing a personal interest that is not compatible with the protection of the general interest entrusted by the community and national legislation to the accreditation body;
- lacks continuity in assessment activities.

In the cases described above, the Technical Assessor/Expert may request a meeting with the Direction of the DT Department and, if necessary, also in the presence of the General Management of ACCREDIA in order to clarify its position. The costs for this meeting are totally at the expense of the Technical Assessor/Expert.

For the purposes of this document the Technical Assessor/Expert shall intend with the term Laboratory both the Calibration Laboratory (also in conjunction with UNI EN ISO 15195:2019 for the performance of reference measurement procedures in laboratory medicine) and the Calibration Centre and with the term Producer the Reference Materials Producer.

1. RESPONSIBILITY OF THE TECHNICAL ASSESSOR/EXPERT

The Technical Assessor/Expert must perform the activities referred to in §1 above according to what is indicated in the following documents:

- ACCREDIA Statute;
- General Regulations for the Application of the ACCREDIA Statute;
- Accreditation General and Technical Regulations applicable by the DT Department;
- General procedure for the assessment of Laboratories/Producers/Biobanks and related operating instructions

and in accordance with all the Technical Circulars/Regulations issued by ACCREDIA.

From time to time, the Technical Officer will propose to the Technical Assessor/Expert by e-mail specific tasks that may be accepted or refused by the same. Starting from this phase, the Technical Assessor/Expert shall avoid conflicts of interest that could call into question his impartiality of judgment and his correctness, declaring from now on that he will renounce to those tasks that should put him in the condition to exercise his work as an assessor in Laboratories/Producers/Biobanks to whom or on behalf of which he or a family member has worked in activities that could have an influence on the assessments to be carried out in any capacity (free or not) during the 3 (three) years before the date of the assignment(e.g. conducting assessment activities, providing training, participating in Boards of Directors or Corporate Bodies in general, Deliberation Committees, Committees or Mechanisms for Safeguarding Impartiality, conducting expert opinions as CTP/CTU).

The Technical Assessor/Expert shall also refuse assignments to ACCREDIA accredited/accrediting Parties that have used consultancy services from companies with which the Technical Assessor/Expert is working or has worked in the last 3 (three) years.

The Technical Assessor/Expert also undertakes to avoid the occurrence of possible conflicts of interest, refraining from providing during the contacts with the Laboratory/Producer/Biobank subject to assessment, any type of advice, free of charge or not.

The Technical Assessor/Expert shall also inform the DT Department of any consultancy or other services rendered to ACCREDIA accredited/ accrediting in the 3 (three) years following the last assessment activity performed on such subjects.

In carrying out the tasks the Technical Assessor/Expert shall:

- comply with the requirements of the Accreditation Regulations/Procedures;
- comply with the confidentiality of professional secrecy, keeping confidential all information and/or documents (of ACCREDIA, of the DT Department, and of the

Laboratories/Producers/Biobanks), of which it becomes aware, in possession or to which it has access;

- refrain from copying documents of Laboratories/Producers/Biobanks, unless these are not indispensable as a support for evidence of findings and it is not sufficient just to register their identification.

The Technical Assessor/Expert, if an employee or part of a company, must take care that confidentiality obligations are respected even by the company to which they belong.

In general terms, the Technical Assessor/Expert must respect the Code of Ethics and Conduct of ACCREDIA, observe the ACCREDIA policies behaving with objectivity and without financial or other commercial pressures that could compromise the impartiality, and commit to operate with expertise, diligence, transparency, objectivity, confidentiality also in relation to discriminatory issues towards the various Laboratories/Producers/Biobanks, accredited or accrediting.

the task of ACCREDIA Technical Assessor/Expert is **compatible** with other tasks, in the following cases:

- with the functions of Technical Assessor/Expert on behalf of another Accreditation Body or one or more Subjects accredited by ACCREDIA (Laboratories, Producers, Biobanks, Certification and/or Assessment Bodies), without prejudice to compliance with the commitments to no conflict of interest (not carrying out assessments of the aforementioned subjects) and confidentiality signed by the Assessor himself;
- with the participation in Committees deliberating the issue of attestations of conformity or with the participation in Committees or Mechanisms for the Safeguarding of the Impartiality of Subjects accredited by ACCREDIA or by other Accreditation Bodies signing the MLA EA/IAF or MRA ILAC Agreements;
- with the carrying out of consultancy activities on "objects" or elements falling within the sectors covered by ACCREDIA accreditation. However, if the business consultancy represents the main activity of the subject in question, this condition must be made known to ACCREDIA which may require the signing of special commitments, in addition to those normally provided for.

The task of ACCREDIA Technical Assessor/Expert is **incompatible**, in addition to what described above, in the following cases:

- carrying out consultancy activities to subjects accredited/accrediting by ACCREDIA or if the consultancy is aimed at a future request for accreditation. It is the responsibility of the Technical Assessor/Expert to verify the reasons for this before accepting any assignment;
- holding positions (either as owner or partner) or performing management or operational duties (e.g.: assignment to cover the role of one of the internal functions defined by the Body), either as an employee or as an external collaborator with a continuous relationship, with Parties accredited by ACCREDIA or equivalent Bodies as above. Exceptions are permitted in the case of Technical Assessors, provided that they operate jointly with other Assessors, for assessments on Laboratories/Producers/Biobanks, according to what is established in the specific procedures of use and without prejudice to the commitment to operate with independence and impartiality;

- Carrying out assessment activities on behalf of Conformity Assessment Bodies (CABs) or other Accreditation Bodies, if performed in violation of Regulation (EC) No. 765/2008, nor being a member of their deliberating or ratifying Bodies, if any;
- with the acceptance of tasks for carrying out internal audits of ACCREDIA accredited/accrediting subjects. Derogations are allowed in the case of Technical Assessors;
- training activities in favour of accredited/accrediting subjects, even if the training is aimed at a future application for accreditation. Any exceptions, for special cases, must be submitted in advance to the Assessors Monitoring Department of the DT Department, by completing and sending Annex 6 to this document, and then authorised by the General Director. It should be noted that, in general, training activities that can be authorised are those open to the public, by catalogue, and not aimed at an individual CAB. In the event that the Technical Assessor/Expert is authorised to provide training for an accredited subject, he shall not receive assignments for 3 (three) years in respect of the same subject for all the schemes for which he is accredited. Participation as a speaker at individual popular events open to the public, organised by the CAB, does not lead to incompatibility with the CAB for the following 3 years, if the speech relates to short presentations of general information on accreditation/certification standards and does not involve direct remuneration by the CAB.

In the event that the Technical Assessor/Expert maintains an employment relationship with a Public Administration, before completing the assignment, the Technical Assessor/Expert must send to ACCREDIA the authorization to perform the same by the relative Administration, together with the specification about the subject to whom the fees and reimbursements due (Technical Assessor/Expert or Administration) will have to be paid.

For operational purposes, the Technical Assessor/Expert will receive a letter of assignment for each assessment activity, to be returned signed only in the case of non-acceptance of the assignment (stating the reasons) or in the case of acceptance with a request for use of the car. Upon accepting the assignment, the Technical Assessor/Expert must undertake to treat equally all the operations he/she will carry out in the performance of the assessment activities entrusted to him/her with the assignment, irrespective of the Laboratories/Producers/Biobanks being assessed (e.g., irrespective of the personnel he/she will meet, the history and size of the Laboratories/Producers/Biobanks being assessed). He shall commit to:

- carry out the operations for which he will receive the task in an objective manner without preconceptions, following the prescriptions of Standards, Guides, Regulations, prescriptions and applicable procedures, which must always be provided in the updated versions or in use at the Laboratory/Producer/Biobank;
- assure independence towards the assessed Laboratories/Producers/Biobanks and any other party having an interest in the assessment results;
- immediately report to the DT Department any impediment to the impartiality that occurs during the implementation of the assignment;
- base on the objective evidence the opinions expressed, in the assessment reports, formulating them in a clear and univocal way.

The Technical Assessors/Experts can use the ACCREDIA mark, as well as publicize the role of ACCREDIA Technical Assessor/Expert in training activities only if sponsored/organized by ACCREDIA and with prior authorization of the General Management.

The Technical Assessor/Expert must also confirm that he possesses the scientific and technical skills that are described in the Curriculum Vitae and in the documents provided to the DT Department. It undertakes to send the update of the dossier (curriculum and updating documentation) every three years.

The Assessor must, if during the assessments he was in charge of he notices that he does not possess all the necessary technical and scientific skills, suspend the assessments in progress, promptly inform the DT Department and follow the instructions that will be forwarded, if they do not want the agreement to be terminated, by ACCREDIA DT as per §1.

The Assessor is obliged to provide the FT with all the necessary information for the preparation of the assessment programme.

At the end of the assessment activities carried out, the Assessor must respect the following deadlines for submitting assessment reports, namely:

- Reports related to the document review. including technical reports, to be formalized exclusively on special ACCREDIA DT forms must be sent to FT within **30 (thirty) working days** from receipt of documents;
- On-site/remote assessment reports at the Laboratories/Producers/Biobanks to be formalized exclusively on specific ACCREDIA DT forms must be sent to FT via e-mail **within 5 (five) working days** from the closing date of the assessment;
- The reports of *Measurement Audits* and/or On-site Experimental Assessments must be sent **within 10 (ten) working days** from the closing date of the on-site/remote assessment.

Upon receipt of the treatment plan, corrective actions and root cause analysis by FT, for the findings made during the on-site/remote assessments in which the Assessor had been appointed, he must send his assessment to the FT **within 5 (five) working days**.

The above-mentioned documents can be produced in electronic format (PDF) with original signatures placed on non-modifiable documents and transmitted by e-mail.

In the event of failure to comply with the deadlines for sending the documents referred to above, or for incomplete/unclear reporting, the Department Director may proceed, in consultation with the General Management, to suspend the appointments and payments of the relative invoices presented by the Assessors.

It should also be noted that the assessment documentation must always be sent by e-mail to the relevant Technical Officer, also in an editable electronic format, as well as the forms relating to the findings, while the remaining forms can be sent in non-modifiable electronic format.

It is the duty of the Technical Assessors/Experts to promptly inform the DT Department of the changes to the collaborations with the accredited subjects (in progress or terminated), sending to the Assessors Monitor function written communication about the start/end dates.

The Technical Assessor/Expert must also undertake to maintain and develop his/her own qualification through the continuous updating of his/her skills, also with reference to the

appropriate initiatives carried out by the DT Department in this regard and by including in the personal update the knowledge related to the regulation law applicable to his/her own business.

It is the duty of the Technical Assessor/ Expert to reply, within **20 (twenty) calendar days**, to the findings that may be sent to him by the Department Direction. ACCREDIA DT will have to respond to the answers of the Assessor regarding the reported findings. The non-response by ACCREDIA DT within 30 calendar days from the date of receipt of the Assessor's response must be understood as acceptance of the explanations provided by the Assessor.

The Technical Assessor/Expert, in carrying out his/her activities on behalf of ACCREDIA DT, must also comply with the following behaviour criteria, foreseen in application of the ACCREDIA Anti-Corruption Plan and object of control also by the Supervisory Body constituted by ACCREDIA pursuant to Legislative Decree 231/01:

- report, also in the forms provided by the procedure adopted by ACCREDIA according to the law on *whistleblowing*, any illegal conduct (both contrary to the law and the Code of Ethics and Conduct of ACCREDIA) put in place by other employees of ACCREDIA and which came any way to know;
- accurately comply with the on-site assessment times foreseen in the planning;
- report only true circumstances in the documentation relating to the audit;
- report as much as possible in an objective and detailed manner in the audit report information that could also constitute a criminal offence, refraining from formulating comments and personal observations in such reports;
- immediately notify by mail the Director of the Department of the formulation of findings that could constitute a criminal offence, reporting the seriousness and exceptionality of the case, also to allow the timely management of the criticality;
- refrain from the following behaviours: formalize findings or pursue investigations related to regulations that do not fall within the scope of the audit, since it is necessary to perform the assessments and formalize any findings only against the requirements of applicable rules; acquire or evaluate administrative data that are not relevant with the assessment activities (e.g.: violations of tax law); acquire or evaluate confidential sensitive data (e.g. data on the diseases of the Laboratory/Producer/Biobank employees);
- never carry out assessments at the Customer independently, moving away from the place where the calibration/production of reference materials is installed and not accompanied by the Laboratory/Producer/Biobank staff.

2. FEES

The following are the criteria for the calculation of the fees that will be paid by ACCREDIA DT to the Technical Assessors/Experts for the fulfilment of the tasks related to the assessments of the Laboratories/Producers/Biobanks.

Technical Assessors/Experts will be paid a fee of:

- € 475.00 net of VAT or other tax and social security charges for each day of work.

The working days to be paid are determined, in principle, as shown in the following table

Assessment type	Recognized days	Notes
Accreditation documentary	1 ÷ 1,5	Exam of Application and related attachments
	0,5 – 2,0	Technical procedures (per sector)
Renewal documentary	0,5 ÷ 1	Exam of Application and related attachments
	0,5 ÷ 1,5	Technical procedures (per sector)
Extension documentary	0,5 – 2,0	Technical procedures (per sector)
On-site assessment	As per assignment	If travel times require more than 6 hours (round trip) during the course of a day, 0.5 additional days are recognized. This clause remains applicable only for on-site assessments abroad and after prior authorization of the DT Department Direction
Measurement Comparison	0,5	Comparison report (per sector)
	0,5	Technical report (per ILC/PT)

For trainee assessors, who are appointed as observers, only travel expenses will be reimbursed, according to the instructions set out in § 4 below.

2.1 OTHER SERVICES AND REFUNDS

In case of request for participation in meetings, gatherings for clarification on the practice of a Laboratory/Producer/Biobank, the reimbursement exclusively covers travel expenses for a minimum 400 km round-trip distance between the assessor's residence and the meeting venue.

A flat-rate reimbursement of 100.00 euros per day is recognized in addition to travel expenses (for a minimum 400 km round-trip distance between the assessor's residence and the meeting point) to assessors who receive an invitation to participate in:

- specific courses for the expansion and updating of their skills held by ACCREDIA;
- sectoral working groups/meetings managed by ACCREDIA to develop new schemes or update existing scheme.

This fee is only paid if specified in the relevant invitation to attend the event.

With regard to other activities such as courses as a teacher, representation at conferences, working groups, processing of working documents (e.g.: Checklists, Technical Documents), participation in *Peer Assessment* and other international activities as Assessor, the fee will be agreed from time to time with the General Management and formalized by appointment of the Department Director.

It should also be noted that ACCREDIA, with particular reference to the accident insurance, has taken out a special policy for the Technical Assessors/Experts, linked to the tasks for the assessment activities, available at the Administration Office of the DC Department.

4. TRAVEL/TRIP EXPENSES AND RELATIVE REFUNDS

DT DEpartment will reimburse to the Technical Assessors/Experts, within the limits established by the present Convention, all the actual, relevant, and necessary expenses incurred for the performance of the assignment conferred.

Below, the criteria for defining the reimbursement of expenses incurred, as well as the responsibilities related to the exposition of expenses and the responsibility for approval, are reported.

4.1. RESPONSIBILITY

The Technical Assessor/Expert, by invoicing and completing the summary form of reimbursement costs is responsible:

- of the veracity of the expenses for which it requests reimbursement;
- the imputability of expenses to the applicant only;
- compliance with the rules set out below regarding the reimbursement of expenses;
- the accuracy of the amounts shown (details and totals);
- the validity and completeness of the enclosed documentation;
- supply of documentation and necessary clarifications.

4.2. REFUNDABLE EXPENSES

4.2.1. MEANS OF TRANSPORT

The means of transport to be used by the Technical Assessors/Expert for the performance of the assignment and the relevant route shall be determined by him/her on the basis of criteria of urgency, practicality and economy related to the specific situation, giving preference to collective public transport according to the following general indications.

4.2.1.1. RAILWAY AND SHIP

Train/ship journeys can be made in first class and with the train/ship most suited to the needs (all the relevant supplements will be reimbursed).

Night transfers by train/ship can be made with the special single category bed/cabin car.

In cases where the already planned on-site assessment is subsequently cancelled or carried out on a different date, for reasons beyond the control of the Technical Assessor/Expert, ACCREDIA will reimburse tickets purchased with discounted rates for which no reimbursement is foreseen.

4.2.1.2. AIRPLANE

Air travel must be carried out in economy class.

In cases where the scheduled on-site assessment is subsequently cancelled or carried out on a different date, for reasons beyond the control of the Technical Assessor/Expert, ACCREDIA will reimburse tickets purchased with discounted rates for which no reimbursement is foreseen.

4.2.1.3. TRASPORTI PUBBLICI E TAXI

In urban areas, collective public transport is considered ordinary means of transport. The use of taxis over long distances (e.g., airports) is only envisaged in cases of necessity and urgency.

4.2.1.4. PRIVATE CAR

Reimbursement for the use of the car is only permissible if other means of transport are not available, are more expensive or are unsuitable for the correct and timely performance of the specific activity.

The reimbursement of expenses for the use of the car is determined on a per-kilometre basis, which up to new provisions, is equal to:

€ 0.51 (fifty-one cents) per kilometre.

ACCREDIA assumes no responsibility for any damage to vehicles or third parties arising from the use of private or rental cars, used in the performance of the tasks.

4.2.1.5. RENTAL CARS

Rental cars can be used only if the other means of transport are not available, are more expensive or are unsuitable for the correct and timely performance of the specific activity. The cost of the rental car may in any case concern only the journeys connected to the performance of the specific activity.

The class of hire cars that can be used is class B.

Costs will not be reimbursed for:

- collection of the rental car before 4 pm on the day before the assessment;
- return of the rented car after 10 a.m. on the day following the verification.

The Assessors/Experts must favour, whenever possible, recourse to the company that has an agreement with ACCREDIA.

To use this agreement, the ACCREDIA administration must be contacted at the Certification and Assessment Bodies Department.

-

4.2.1.6. DISCLAIMER OF LIABILITY

When the technical assessor/expert uses private means of transport, cars or others (including those for hire), he undertakes to comply with the Highway Code and all applicable regulations and in particular, by way of example and not exhaustively, must drive the vehicle:

- only in a state of perfect psycho-physical form and for periods of time compatible with its maintenance;
- after checking that the vehicle is in good condition of efficiency, MOT test and maintenance;
- with a valid driving license and with a score on it higher than zero points;
- without having taken alcohol or drugs or medicines that may interfere with the ability to drive.

The Technical Assessor/Expert therefore assumes sole responsibility for all damages and consequences resulting from non-compliance with the Highway Code and the applicable general safety rules and releases ACCREDIA from any liability whatsoever in this regard.

4.3. MEALS

The Technical Assessor/Expert may request to ACCREDIA the reimbursement of expenses incurred for meals had in public buildings.

The cost of the meal must be documented with valid justification on an individual basis.

No reimbursement requests will be accepted for supporting documents that include collective costs.

The person concerned must comply with criteria of decorum and economy in the choice of the places where to have meals.

For each single meal the expenses exceeding the amount of Euro 41.00 (forty-one/00) will not in any case be reimbursed.

The accumulation of the sum of Euro 41.00 (forty-one/00) on a single meal within the same assessment and/or day of assessment is not foreseen or allowed.

4.4. HOTELS

It is strongly recommended to make the selection and booking of hotels in good time through the Laboratory at which the audit is carried out in order to obtain the best conditions and to receive approval for any excess due to particular periods (trade fairs, international events) when prices may rise, in order to avoid disputes over refunds.

The hotels indicated by the DT Department may be used if there are special agreements or, otherwise, hotels in categories up to 4 stars may be chosen, with a limit of Euro 140.00 in Italy and Euro 150.00 abroad. Exceeding these levels may be authorized in the presence of special conditions.

In addition to the overnight stay, only the following items may be included in the hotel bill

- breakfast;
- lunch and dinner within the above-mentioned limits

Any other expenses shown on the hotel bill that are not included in the authorized expenses, as specified below, will not be reimbursed.

If the CAB proposes accommodation in a particularly luxurious establishment, the Assessor/Technical Expert must consult with the Department Head/Area Manager before accepting, in order to assess its appropriateness with respect to the provisions of the Code of Ethics and Conduct.

4.5. OTHER EXPENSES

The following expenses of a miscellaneous nature are eligible for reimbursement.

4.5.1. MOTORWAY TOLLS

Motorway tolls on condition that proof is provided, which must also be produced when using a magnetic card or telepass (electronic toll collection system).

4.5.2. GARAGE / CAR PARKING

The costs of the day/night parking/garage are refundable only if the assignment takes place outside the usual place of residence of the Technical Assessor/Expert, attaching the relative proof. Reimbursement for the garage is also provided in cases where the use of one's own car from home to station/airport has been requested and authorised.

4.6. UNFORESEEN EXPENDITURE ITEMS

Any other expenditure items, not envisaged in this Agreement, may be reimbursed, provided that the need for the same is clearly attributable to the performance of the assignment.

The ACCREDIA Administration is required to verify the actual necessity and reasonableness of the amount of the expense and to submit the relative expense summary for the approval of the General Management.

4.7. NON-REIMBURSABLE EXPENSES

By way of non-exhaustive example, the expenses that are not reimbursable are indicated below:

- telephone charges for communications and/or internet connections;
- laundry fees;
- tax receipts for purchases in bars or groceries when they do not replace the reimbursement of the meal;

- expenses for alcohol and spirits, including wine and beer outside the meal;
- expenses for the purchase of newspapers, stamp payments, fees and taxes not expressly provided for;
- the fines for infraction of the highway code both in case of use of its own car or of a rental car;
- the costs of roadside assistance and repair of the car in case of use of own car;
- costs for reproductions;
- minibar except mineral water;
- postal or courier costs of any kind.

5. CHARGES TO BE BORNE BY THE TECHNICAL ASSESSOR/EXPERT

The expenses charged to the Technical Assessor/Expert are those related to:

- participation in the annual Assessors' general update meetings held by the DT Department. Should the Assessor fail to attend more than three consecutive meetings, subject to documented causes of force majeure, and/or justifications accepted by the Management, the DT Department reserves the right to terminate this agreement and the possible submission to the Accreditation Activity Committee of the reduction of one or more qualifications granted or the cancellation of an Assessor's qualification in its entirety;
- risks and use of capital, movable and immovable property of the Technical Assessor/Expert, including social and insurance charges, with particular reference to the third-party liability insurance, including damage or destruction of assets of the Technical Assessor/Expert and of the DT Department for which the Technical Assessor/Expert could be held responsible by law;
- the availability of one working day per year by the Assessors for the definition or in-depth study of specific topics requested by the DT Department;
- purchase of technical standards for which the assessor self-certifies competence, with the exclusion of accreditation standards (UNI EN ISO/CEI 17025, UNI EN ISO/CEI 17034 and UNI EN ISO 20387) which are provided by ACCREDIA DT.

6. REPORTING, INVOICING AND PAYMENTS

At the end of each visit, or on a weekly basis, the Technical Assessor/Expert must send the Departmental Administration concerned the expense form with the receipts and the form of days worked, both numbered consecutively (e.g.: no. 1 expense form, no. 1 days form). See Annexes 3 and 4.

Expenditure statements must be submitted in readable PDF format, sending a single file per assignment, 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 travelling expenses for meals, ACCREDIA does not require an invoice as justification, but it will be sufficient to enclose a receipt/tax receipt. For other expenses, documented by invoice, the justification will be the electronic invoice, converted into 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.

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 must be detailed in the quantity and type of product.

The Technical Assessor/Expert must issue an electronic invoice for all reports submitted by the end of the month. The invoice must contain one line for fees and one line for expenses. In addition, on each invoice, in order to proceed with the accounting, it is mandatory to enter the initials of the DC Department in the "Administration Reference" field of the provided format.

Following reports by the administration, anomalies will be reversed by the Technical Assessor/Expert or added to the invoice immediately.

Invoices must be addressed to:

ACCREDIA

Via G. Saliceto 7/9 00161 ROMA

C.F./P.IVA 10566361001

Recipient code for electronic invoicing: **M5UXCR1**

In addition, the following must be stated on the invoices: name, surname, address, VAT number (if applicable), tax code, date of birth (for the purposes of certifying withholding tax), bank, address and any bank account details of the Technical Assessor/Expert's account into which the amounts of the invoices and/or bills are to be paid.

In the case of invoices issued by organizations/companies, the name of the Assessor/Technical Expert who carried out the assessment must also be indicated.

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.

Technical Assessors/Experts issuing invoices as freelancers are required to issue the invoice directly, avoiding advance payment by pro forma or similar.

The method of payment will be by bank transfer to the Bank that the Technical Assessor/Expert will indicate on the invoices and/or bills, 60 days after receipt thereof.

7. TAX REGIME OF TECHNICAL ASSESSOR/EXPERT

To operate in the name and on behalf of ACCREDIA, the Technical Assessor/Expert is required to be in possession of a VAT number or his/her own or firm/company of which he is an associate or director.

An exception is made for:

- employees of Public Administration;
- Technical Assessors/Experts who do not perform more than 3 (three) assignments a year

The tax regime must be declared by filling in Annex no. 5 "Master Data Sheet of Technical Assessors/Experts" to be submitted upon signing this Agreement.

In the event that the Technical Assessor/Expert works through firm/company, it is required that this agreement be countersigned for acceptance and taking-over both by the legal representative of the company and by the Technical Assessor/Expert (in this case it must be presented to the subscription of the present Convention, also the Chamber of Commerce registration which demonstrates the relevance of the corporate object to the activities referred to in the assignment).

Different situations/tax regimes will be assessed on a case-by-case basis by the ACCREDIA Department/Administration.

The table below describes the main positions of the Technical Assessor/Expert for social security purposes:

Description of position	Social security charges borne by ACCREDIA
Professional Technical Assessor/Expert who pays contributions to the professional Security Fund and/or INPS	2 %, 4% and/or 5% of the fee
Technical Assessor/Expert individual company or employee, partner or company director	NOT APPLICABLE
Technical Assessor/Expert without VAT number Up to € 5,000 per year (Occasional performance article 5 of Presidential Decree DPR 633/72)	NOT APPLICABLE
Technical Assessor/Expert without VAT number which exceeds € 5,000 per year, even if with different clients (Legislative Decree No. 276/03 Biagi Law)	2/3 of the applicable INPS rate (See ANNEX 5)

8. HEALTH AND SAFETY IN THE WORKPLACE

For health and safety purposes, each Technical Assessor/Expert commits to:

- display the ID badge (or identification card in the case of assessors in training, observers and EVA), already in their possession;

- make sure that there are no incompatibilities related to the assignment received, with his general state of health. Otherwise, he/she refrains from accepting the assignment and informs ACCREDIA its unavailability before starting the assessment;
- ensure the availability of any PPE required and communicated by the CAB and/or third-party organisation, when planning the assessment, and the necessary authorisations for access to the places where the assessment is to be carried out;
- comply with all the security measures prepared and communicated by the CAB and/or the third audited organization, both during planning and at the initial meeting of the audit;
- wear, during the verification, the personal protective equipment owned by him/her and/or provided by the CAB and/or the audited organisation;
- refrain, during the assessment, from adopting dangerous behaviour that is at odds with one's ability to perform the role or with contingent situations related to one's state of health;
- immediately report to the Coordinator any dangerous conditions that he/she becomes aware of during the assessment;
- engage, in the case of use of private means of transport, cars or others, to comply with the provisions of § 4.2.1.6.

If the Assessor works as a Coordinator he must also:

- at the assessment's opening meeting ask the CAB and the organization to confirm that the security measures communicated to ACCREDIA, during the planning of the assessment, are still valid and there are no further dangerous conditions previously not communicated (see UNI ISO 19011:2018);
- request compliance with these measures by all the members of the assessment team, giving instructions to suspend individual activities in case of serious and immediate danger and immediately abandon the dangerous area;
- suspend the assessment if, in agreement with the assessment team, it deems that the conditions necessary for the assessment team, or part of the same, are no longer fulfilled (in the case in which the members of the assessment team operate in work environments that are separate and non-interfering for security purposes) conduct the assessment in safety, immediately communicating this decision to ACCREDIA.

With regard to the decision to suspend the assessment (or part of it), the Coordinator is required to provide detailed information to the Department Direction by filing any cause and motivation in the assessment report.

During the assessment, the following particular situations can occur:

1. a single assessor is appointed for on-site assessment. The same assessor will perform the role of Coordinator (see Section 5.4.4 of the UNI ISO 19011: 2018) and for the sole protection of his own safety, he will be obliged to respect the aforesaid tasks (except the request of observance to the members of the team);
2. for the on-site assessment two or more assessors are appointed, who work at two or more separate sites or on different days and do not interfere with each other. In this case, if the assessors are entrusted with the role of Coordinator, the same applies to the

previous point 1, otherwise the assessors will be required to interface with the designated Coordinator;

3. the initial meeting of the on-site assessment is not chaired by the Coordinator. In this case one of the members of the assessment team will perform the tasks of the Coordinator, during the initial meeting and until the Coordinator appointed by ACCREDIA arrives. If an employed Technical Officer is present in the assessment team and in the initial meeting, he will perform the role of Coordinator during the initial meeting and until the appointed Coordinator arrives.

For the purposes of health protection in the workplace, pregnant Assessors/Experts will not be charged to perform assessment activities in laboratories or organizations.

9. PROCESSING OF PERSONAL DATA

As of 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) applies. The following is a brief outline of how the data necessary for the performance of all activities pertaining to the professional figures of Technical Assessor/Expert, signatories to this agreement, will be used.

ACCREDIA, as Data Controller, art.4 point 7, processes personal data of Technical Assessor/Experts such as personal data, contributions, supplementary pension, banking and other data contained in the curriculum vitae.

Personal data are processed in function of the management of all the fulfilments connected to the existing contract [art.5 and art.6 paragraph 1 letter b)]. Such data are stored in our archives, both hard copy and computerised, in ACCREDIA's corporate offices or in the offices of the employment consultant as data processor for the purposes of data processing and personnel administration, connected with the management of the employment relationship and intermediary with the Entities; of the tax consultant as data processor for the purposes of tax and income data processing with the aim of fulfilling legal obligations.

Some data may also be transferred in paper and/or electronic form to external companies for archiving purposes [Art. 6(1)(f)], which are also identified as data controllers.

The contact details of the data protection officers and officer can be found in the documents relevant to data protection management, available at ACCREDIA headquarters.

In relation to the foregoing, the processing of personal data takes place through manual, computerized and telematic tools suitable to guarantee the security and confidentiality of the data and in any case in compliance with the minimum security measures indicated by law [art.32].

The collection of this data is compulsory [art.6 paragraph 1 letter c)] and the Technical Assessor/Expert hereby authorises ACCREDIA to communicate it to public and/or private third parties for the aforementioned purposes (social security, insurance, financial administration, external consultants, data processing centres, trade unions, banking institutions), in accordance

with the law and the contract, in the knowledge that failure to provide the data would make it impossible to establish the collaboration relationship [art.13 paragraph 2 point e)].

The Technical Assessor/Expert may exercise his rights under the regulation by sending an email request to privacy@accredia.it. In particular, the Technical Assessor/Expert may legitimately request a) the updating, rectification or, when he/she is interested, the integration of data; b) the cancellation, transformation into anonymous form or blocking of data processed in breach of the law, including data whose storage is not necessary in relation to the purposes for which the data were collected or subsequently processed; certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected [Art. 13 paragraph 2, points b) and c)].

The Technical Assessor/Expert has the right to object, in whole or in part, on legitimate grounds to the processing of personal data concerning him/her, even if pertinent to the purpose of collection [Art. 13(2)(b)] and may exercise his/her rights at any time.

Under no circumstances is the transfer of his/her personal data to a third country or international organisation envisaged [Art. 13(1)(f)].

The period of retention of personal data depends on what is stipulated by law in tax and social security matters [Art. 13(2)(a)].

Signature as a Technical Assessor/Expert of this Agreement constitutes acceptance to the processing of your personal data, as detailed above (art.7 paragraph 1).

Acceptance of the role of Technical Assessor/Expert entails the processing of personal data owned by ACCREDIA. ACCREDIA has a series of security procedures in place to protect the confidentiality, integrity and availability of personal data and information generally managed. To comply with the provisions of article 32 of Regulation 2016/679 regarding the security measures ACCREDIA requires the following:

- IT systems owned by Technical Assessor/Expert should be equipped with appropriate password protection for access to the workstation or at least to ACCREDIA documents managed;
- the IT systems owned by Technical Assessor/Expert should be equipped with an appropriate system for protection against harmful software (e.g., anti-virus, anti-malware, etc.);
- documents or information owned by ACCREDIA should be exchanged by means of electronic mail whose ownership belongs exclusively to the Technical Assessor/Expert;
- documents exchanged with ACCREDIA or used to perform the task of Technical Assessor/Expert must be kept confidential and not disclosed to anyone who is not part of the process of managing the activity of Technical Assessor/Expert;
- in case of events that may affect the confidentiality, integrity or availability of information (which may constitute a so-called "Data Breach") owned by ACCREDIA and managed by the Technical Assessor/Expert, pursuant to Article 33 of Regulation 2016/679, ACCREDIA must be immediately notified, by email to privacy@accredia.it;

- at the end of the activity of Technical Assessor/Expert the documents whose ownership is of ACCREDIA must be sent to ACCREDIA and each copy in possession must be destroyed.

10. DISPUTE RESOLUTION AND PLACE OF JURISDICTION - ARBITRATION CLAUSE

For the resolution of any dispute that may arise in the interpretation, execution or following the termination of this agreement and the obligations arising hereunder, subject to recourse to the Chamber of Commerce Conciliation procedure as set forth in the "Single Conciliation Rules" drafted by Unioncamere, the Parties hereby elect the Court of Rome as the exclusive place of jurisdiction, with the express and agreed exclusion of any other competing or alternative forum.

11. VALIDITY

The validity of this Agreement does not expire unless a subsequent revision is issued.