**Contract with conformity assessment bodies**

**(Accreditation agreement)**

1. **SUBJECTS**

On----------------------this contract was signed between parties below (hereinafter called “contract”\_:

**GENERAL DIRECTORATE OF ACCREDITATION** established according to the laws of the Republic of Albania, with a unique identification number (NIPT).........................., with headquarters at the address "Rruga e Durrësit ”, No. 27, Floor: III. Tel: +355 4 2269097; e-mail: info@dpa.gov.al, Tirana, represented in this Contract by the General Director Mrs. Pranvera Fagu (hereinafter referred to as "DPA")

and

**CONFORMITY ASSESSMENT BODY** established according to the laws of the Republic of Albania, registered with unique identification number (NIPT) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with central office at the address: Rr. "..........." ................., \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by Mrs./Mr. ..............................................., in the capacity of ................................................ ............. (Hereinafter: CAB/Applicant)

which has applied for: (please fill out the conformity assessment activity and the accreditation standard for which CAB has applied (e.g testing- ISO/IEC 17025)\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

DPA and OVK are referred to hereafter jointly as "Parties", or separately as "Party:

**Legal Basis**: Law No. 116/2014 "On the accreditation of conformity assessment bodies in the Republic of Albania" amended, Decision of the Council of Ministers No. 667, dated 29.7.2015 "On the organization and operation of the General Directorate of Accreditation", Decision of the Council of Ministers No. 737, dated 9.9.2015 "On the determination of Accreditation fees and trainings organized by the General Directorate of Accreditation" as amended, as well as the legislation in force that respectively regulates relations in the Republic of Albania.

The parties agree as follows:

1. **OBJECT OF THE CONTRACT**

This contract regulates the legal/financial relations and cooperation between the DPA and the CAB regarding the assessment, accreditation, re-assessment and surveillance activities implemented by the DPA in its activities for accreditation purposes.

1. **RIGHTS AND OBLIGATIONS OF THE PARTIES**

**1. Obligations of the CAB to:**

1. Know and implement the accreditation policies and procedures of DPA.
2. Continously follow up recommendations and/or additions/changes to the accreditation procedure carried out by DPA.
3. Commit to fulfill continually the requirements for accreditation for the scope for which the accreditation is sought or granted and to commit to provide evidence of fulfillment.
4. Adapt to changes in the requirements for accreditation.
5. Cooperate as is necessary to enable the accreditation body to verify fulfilment of requirements for accreditation.
6. Provide access to CAB personnel, locations, equipement, information, documents and records as necessary to verify fulfilment of requirements for accreditation in initial assessment, surveillance visits, reassessment, extraordinary or unplanned visit.
7. Arrange the witnessing of the CAB activities when requested by DPA.
8. Ensure appropriate working conditions for the assessment team assigned by DPA for assessment, surveillance and reassessment visits.
9. Accept periodic surveillance visit organized by DPA at least once a year.
10. Provide DPA with information about its activities, within a specified time, for the purposes of surveillance visits.
11. Accept extraordinary visits organized by DPA, in case of complaints or changes affecting accreditation.
12. Accept unplanned visits organized by DPA, where necessary.
13. Participate in proficiency tests and/or interlaboratory comparisons, in the case when CAB is testing/calibration/medical laboratory, or where appropriate, an inspection body or product certification body.
14. Have, where applicable, a legally enforceable agreement with their clients, that commit the clients to provide on request, access to DPA assessment team to assess the CAB's performance when carrying out conformity assessment activities at the client's site.
15. Claim to accreditation only with respect to the scope for which it has been granted.
16. Commit to follow DPA’s policy for the use of the accreditation symbol.
17. Not to use its accreditation in such manner as to bring DPA into disrepute.
18. Not to use the accreditation symbol for any activity, including activities involving advertising, if the validity period of the accreditation certificate has expired or if accreditation is suspended or withdrawn.
19. Inform DPA, within one month, about the changes relevant to its accreditation, such as: legal, commercial, ownership or organizational status; the organisation, top management and key personnel, resources and location(s), scope of accreditation; or other matters that can affect the ability of the CAB to fulfil requirements for accreditation.
20. Pay fees for the assessment, accreditation, surveillance visits, extraordinary visits and re-assessment on time according to the tariffs defined in the DCM no. 737, dated 09.09.2015 "On the Determination of Accreditation Charges and for Trainings Organized by the General Directorate of Accreditation" amended.
21. Assist in the investigation and resolution of any accreditation-related complaints about the CAB referred to it by DPA.
22. Upon DPA's request, provide information on complaints received by the CAB related to the scope of accreditation, including their resolution that may include correction or corrective actions.
23. Not to provide information on the accreditation process before the accreditation decision is made.
24. Return the accreditation certificate to DPA in case of withdrawal of accreditation.
25. Informs its affected clients of the suspension, reduction or withdrawal of its accreditation and the associated consquences in 2 weeks.
26. Not to use the granted accreditation in contrary of DPA's requirements and criteria of the standard for which the CAB is accredited, such as:
    1. Not to issue inappropriate test/inspection/certification reports or calibration certificates.
    2. Not to give incorrect or wrong information about the status of accreditation through communication tools (documents, advertisements/publicity, etc.).
    3. Not to use the accreditation symbol, contrary to the rules defined on the DPA's policy for the use of the accreditation symbol.
27. **Rights of the CAB to:**
    1. Request to DPA for all information is needed to be accredited, the relevant conditions and procedures.
    2. Complain in writing if it does not agree with the conclusions of the review of the documents submitted together with the application form under the terms and conditions set out in the accreditation procedure.
    3. Oppose the composition of the assessment team under the conditions set out in the accreditation procedure.
    4. Be notified about the assessment results and recommendations of the assessment team. Having comments on the assessment team’s report, the CAB may send them in writing to the DPA within 15 working days from the day of receiving the assessment report.
    5. Appeal, in writing, against decisions on accreditation, withdrawal and suspension of accreditation under the rules established by the DPA.
    6. Be informed by DPA on the changes in procedures, documents, standards no later than one month from their entry into force.
    7. Be informed by DPA regarding DPA’s trainings offered for CABs, if any.
28. **Obligations of DPA to:**
    1. Implement its accreditation policies and procedures relating to the CABs.
    2. Ensure review of documentation and application form in accordance with the conditions set out in the accreditation procedure.
    3. Inform the CAB on any decision about the status of its accreditation according to the procedures established by the DPA.
    4. Propose to the CAB the composition of the assessment team on time according to the conditions set out in the accreditation procedure, following a positive response to the review of the documentation.
    5. Ensure the conduct of the assessment visit in the premises of the CAB according to the conditions set out in the accreditation procedures.
    6. In cases of positive decision on accreditation, issue the accreditation certificate.
    7. Inform the CAB about the results of each surveillance visit according to the conditions established by the accreditation procedure.
    8. Inform the CAB about the changes and additions that have been made in the accreditation procedure published by the DPA.
    9. Provide information on DPA website on the accredited CAB, scope of accreditation and validity of accreditation.
    10. Keep confidential all information obtained from the CAB’s accreditation process. DPA's obligation to maintain confidentiality will remain in effect regardless the termination of this agreement.
29. **Rights of DPA to:**
    1. Request information about complaints received by the CAB for the area covered by accreditation.
    2. Request information about the CAB management system documentation.
    3. Have access CAB personnel, locations, equipement, information, documents and records as necessary to verify fulfilment of requirements for accreditation in initial assessment, surveillance visits, reassessment, extraordinary or unplanned visit.
    4. Organize at least once a year surveillance visits. If there is suspicion that there is a deviation from the accreditation conditions or a complaint was launched at DPA against the CAB, has the right to organize additional visits. DPA has the right to organize unannounced visits.
    5. Suspend the assessment process of the CAB in case of non-presentation of the personnel of the CAB.
    6. Subcontract the assessment according to DPA procedure on subcontracting.
    7. Use foreign assessors or experts, taking the CAB’s opinion in advance, if it turns out that local assessors or experts, are not available or when the impartiality can be violated.
    8. Use for assessment of conformity assessment activities, national accreditation bodies of the state in which CAB performs conformity assessment activities without the need to notify in advance or to receive notification from CAB for this, and onoly if the national accreditation body of the other country is a signatory member of the EA MLA for this accreditation scheme and offers accreditation for the relevant conformity assessment activities.
    9. DPA has the right to reduce, suspend and withdraw accreditation in case of fulfilling the relevant conditions according to procedure DA-PT-006.
30. **OTHER CONDITIONS FOR GRANTING ACCREDITATION**

1. Payment for the obligations owed to the DPA must be made according to the data in the invoices for collection, approved by the Ministry of Finance and Economy, issued by the DPA, in the account number which will be communicated to the OVK in a separate letter from DPA.

2. If the DPA assessment group has to make a second visit to the country, OVK will pay the service for all expenses incurred according to point 1.20 of chapter III.

3. The validity period of this contract (agreement) is determined by the validity of the accreditation granted or determined by the procedures for granting accreditation according to the conditions and rules described for accreditation.

4. In the first accreditation cycle, DPA plans and carries out the reassessment at least 8 months before the end of the accreditation cycle. For other accreditation cycles, the reassessment must be carried out at least 6 months before the end of the accreditation cycle.

The contract for re-accreditation is signed at the time of application for re-accreditation and enters into force at the end of the term of the previous contract.

1. **PENALTIES AND DISPUTES RESOLUTION**

1. This contract is regulated, interpreted and implemented in accordance with the legislation of the Republic of Albania.

2. If OVK does not fulfill its obligations according to points 1.6-1.12, points 1.14 or 1.20 of Chapter III of this contract, DPA may suspend accreditation.

3. In case of reduction of the scope of accreditation, when OVK does not return the original accreditation certificate according to the accreditation rules, DPA may suspend accreditation.

4. If OVK does not fulfill the obligations according to points 1.1, 1.3, 1.4 and / or 1.25 of Chapter III of this contract, DPA can withdraw the accreditation.

5. After exhausting all efforts for the peaceful resolution of any dispute, objection or claim arising from/or in relation to this contract or breach of contract, the parties have the right to apply to the Court of the Judicial District of Tirana, to request the solution with litigation.

1. **CONCLUSIONS**

1. Accreditation procedures published by DPA, as well as changes and / or additions, are an integral part of this agreement after their publication on the website of DPA.

2. All data and information between the parties will be made in writing.

The addresses of the parties are as follows:

GENERAL DIRECTORATE OF ACCREDITATION:

"Rruga e Durresit", no. 27, Tirana

CONFORMITY ASSESSMENT BODY: "The Name of the OVK is filled in here",

Address: "here is filled in the address where the subject carries out the activity"

Contact number: "the applicant's contact number is filled in here

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The contract will enter into force on the date of signature by the parties or exceptionally in the case according to point 4, in Chapter IV of this contract and can be changed only if both parties agree through an additional written agreement - annex.

This Contract was drawn up in the Albanian language in 4 (four) copies, 2 (two) copies for each Party. Each copy has the same content and the same legal value

**For parties:**

**In interest of DPA: In interest of CAB:**

Mrs. Pranvera Fagu Mr / Mrs

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