

**Contracting Agreement between the National Accreditation
Agency of Ukraine (NAAU) and the Slovak National
Accreditation Service (SNAS)**

This Agreement is made on September 10, 2014

Between:

National Accreditation Agency of Ukraine (NAAU) having its registered office at 18/7, Kutuzova street, Kyiv, Ukraine, 01133

and

Slovak National Accreditation Service (SNAS) having its registered office at Karloveská 63, SK-840 00 Bratislava, Slovakia

1 Definitions

The following definitions will apply in this Agreement, unless the context requires otherwise:

- “Assessor” : an individual conducting assessments;
- “Contracting Party” : party contracting for the services;
- “Customer” : customer for accreditation Services;
- “EA” : European Co-operation for Accreditation;
- “ILAC” : International Laboratory Accreditation Cooperation;
- “IAF” : International Accreditation Forum;
- “Purchase Order” : an offer by the Contracting Party for the provision of Services under this Agreement;
- “Services” : assessment, surveillance and reassessment services and such other advice, opinions and reporting as may be required by the Contracting Party by means of a Purchase Order;
- “Sub-contractor” : the party contracted to provide the services.

2 *Commissioning of Services*

- 2.1 The Contracting Party will normally notify the Sub-contractor of its intention to ask for the provision of Services at least 3 months in advance. This does not prevent a shorter timescale so long as both parties agree. The Contracting Party will offer to contract for Services pursuant to this Agreement by submission of a Purchase Order to the Sub-contractor. A Purchase Order is open for acceptance by the Sub-contractor for one month from its being made; if it is not accepted within such period, the Contracting Party may treat the Purchase Order as withdrawn.
- 2.2 The Contracting Party undertakes to:
- (a) Provide the Sub-contractor with sufficient information, including relevant documentation at least one month in advance of any sub-contracted assessment, surveillance or reassessment; and
 - (b) Discuss and agree with the Sub-contractor the amount of effort required to undertake the sub-contracted assessment, surveillance or reassessment in advance of issuing the Purchase Order and any activity taking place.

3 *Provision of Services by the Sub-contractor*

- 3.1 The Sub-contractor undertakes to:
- (a) Conduct each assessment, surveillance and reassessment sub-contracted to it by Contracting Party in accordance with relevant National, European and International standards, using applicable, EA, ILAC, IAF and National Accreditation Body policies and guidelines and/or other criteria as defined/specified for each individual assignment in the Purchase Order,
 - (b) Comply with the terms of this Agreement at all times;
 - (c) Discuss and agree with Contracting Party the date(s) for the assessment of the Customer in advance of any activity being undertaken;

- (d) Ensure that the sub-contracted assessment is conducted in accordance with the defined scope and agreed timescales specified by the Contracting Party in a Purchase Order if the Customer does not change it; and
- (e) Notify the Contracting Party forthwith should it for whatever reason be unable to comply with the scope or timescales specified by Contracting Party in a Purchase Order.

3.2 The Sub-contractor shall ensure that:

- (a) Each Assessor shall be at all times suitably qualified and competent in the relevant area and will provide the Contracting Party upon request with evidence of the technical competence of each Assessor;
- (b) Each Assessor will perform the Services with reasonable skill and care in a timely and professional manner; and
- (c) Each Assessor is properly supplied with any and all equipment required for the provision of Services.

4 *Reporting by the Sub-contractor*

The Sub-contractor shall:

- (a) Provide all findings and reports (in English) no later than 30 days from the end of the sub-contracted assessment; and
- (b) Ensure that all findings and reports meet the requirements defined by EA, ILAC and/or IAF and contain sufficient detail to facilitate discussions between parties not present at the assessment.

5 *Remuneration*

5.1 The Sub-contractor will be remunerated by Contracting Party at a rate specified in the Purchase Order per day for each Assessor; rates per day will be deemed to be for eight hours' work and will be calculated on the hours worked subject to a maximum of eight

hours in any twenty-four hour period. Travel time does not count as working time.

- 5.2 The Contracting Party will pay reasonable travel and accommodation expenses (in line with the Sub-contractor's normal policies) necessarily incurred in carrying out the Services and will, on request, give guidance as to the appropriate level. The Contracting Party reserves the right not to pay expenses in excess of the level it deems appropriate unless they have been agreed in advance and noted on the Purchase Order.

6 *Payment of remuneration for the Services*

- 6.1 All invoices must be sent to an address to be specified in the Purchase Order within 30 days of the completion of the Services for which payment is claimed and show the Contracting Party's Purchase Order reference. The Contracting Party reserves the right to reject and return invoices, which do not do this. Invoices must include receipts where reimbursement of an expense is claimed.
- 6.2 If clause 6.1 does not apply, the Contracting Party will pay the Sub-contractor's fee and expenses incurred in terms of this Agreement and the relevant Purchase Order invoiced and submitted in accordance with clause 6.1 by credit transfer, and the Sub-contractor authorizes the Contracting Party to make payments into the bank account to be specified in the Purchase Order, as follows:

For NAAU:

Account Name: NATIONAL ACCREDITATION AGENCY OF UKRAINE

Account Number/IBAN: 26009019544584

Bank: PJSC "UKRAINIAN BANK OF DEVELOPMENT"

Address: 25, Vyacheslava Chernovola street, Kyiv, Ukraine

Account: 16001000128456

Correspondent bank: PJSC "CK "KHRESCHATYK"

Address: 8-A, Khreschatyk street, Kyiv, Ukraine

Bank SWIFT code: KHRCUAUK

Intermediary bank: Commerzbank AG

Address: Frankfurt-am-Main, Germany

Bank SWIFT code: COBADEFF

For SNAS

Account Name: Slovenská národná akreditačná služba

Account Number/IBAN: SK0281800000007000369571

Bank SWIFT code: SUBASKBX

Bank Name: Všeobecná úverová banka, a.s.

Bank Address: Mlynské Nivy 1, 829 90 Bratislava, Slovakia

7 Confidentiality and Copyright

7.1 The Sub-contractor shall, and shall ensure that its Assessors, officers, employees and agents shall also, maintain as confidential and not use or disclose to any third party, any information derived from the Contracting Party and the Customer, except:

- (a) Any information, which is or shall lawfully become part of the public domain; and
- (b) Any information which otherwise is required by law or regulation to be made available to any court, fiscal or regulatory authority.

All documentation (including electronic data) received from the Contracting Party, or from any organization which is involved with the Services provided, must be stored in a safe and secure manner at all times and will be destroyed after the end of the period of record-keeping.

7.2 Subject to the rights of third parties, copyright of all material produced as a result of Services provided shall belong to the Contracting Party and permission must be obtained from the

Contracting Party before copying or reproducing any Contracting Party publication or document supplied by the Contracting Party, other than those available to the general public.

8 *Health and Safety*

- 8.1 The Sub-contractor undertakes to the Contracting Party that in providing the Services it and its Assessors will comply with all applicable law and regulation relating to Health and Safety as well as any additional requirements of the Customer at sites visited.
- 8.2 The Sub-contractor will, at its cost, provide any personal protective equipment required by applicable law and regulation relating to Health and Safety for its Assessors, except where these are supplied by the Customer.

9 *Liability*

- 9.1 The Sub-contractor shall be solely responsible for its and its Assessors' actions and omissions in carrying out the Services and the Contracting Party neither assumes any risk, nor shall have any responsibility, in relation to any Assessor of the Sub-contractor.
- 9.2 Upon request by the Contracting Party, the Sub-contractor will provide evidence of adequate public liability and professional indemnity insurance.
- 9.3 The Sub-contractor undertakes to notify the Contracting Party immediately if, in relation to the Services:
- (a) Any claim is made against it or any Assessor;
 - (b) Notice is received from any party of an intention to make a claim against it or any Assessor;
 - (c) Any event has happened which may give rise to a claim against it or any Assessor; or
 - (d) It has reasonable suspicion that a claim may be made against it or any Assessor.

- 9.4 Neither the Sub-contractor nor any Assessor shall admit liability or settle any claim or incur any costs or expenses in connection with any claim made by a Customer without written consent from Contracting Party.

10 *Governing Law, Complaints and Disputes*

- 10.1 This Agreement shall be governed by and construed in accordance with the National laws of the Contracting Party and the parties hereby submit to the non-exclusive jurisdiction of the courts of the Contracting Party.
- 10.2 In this event of a complaint/dispute that cannot be resolved through discussion between Contracting Party and the Sub-contractor, either or both parties shall contact either the EA Executive, ILAC Executive or the IAF Board as appropriate (via the relevant Secretariat) for resolution.

11 *Notices, delivery of Purchase Orders and acceptances*

- 11.1 Purchase Orders and acceptances and any other notices or communications to be given in relation to this Agreement shall be sent by facsimile transmission or e-mail in accordance with clauses 11.2 and 11.3, Changes to the notification information set out in clauses 11.2 and 11.3 may be notified in the same way.
- 11.2 If given to National Accreditation Agency of Ukraine (NAAU):
- (a) by facsimile to: +38 044 369 34 70
marked for the attention of Volodymyr Rushchak; or
 - (b) by e-mail to: office@naau.org.ua
- 11.3 If given to Slovak National Accreditation Service (SNAS)
- (a) by facsimile to: +421 2 65421365
marked for the attention of Mgr. Martin Sencak; or
 - (b) by e-mail to: martin.sencak@snas.gov.sk

12 *Term*

This Agreement shall take effect on the date written on page 1 and shall continue thereafter until terminated by National Accreditation Agency of Ukraine (NAAU) or Slovak National Accreditation Service (SNAS) giving 90 days' written notice to the other.

SIGNED by:



(Signature)
Chairman
On behalf of National Accreditation Agency of Ukraine (NAAU)



SIGNED by:



(Signature)
Director
On behalf of Slovak National Accreditation Service (SNAS)

