

**Contract No.**  
**on accreditation of conformity assessment body**

Riga, see the date in the time stamp\*

**The State Agency “Latvian National Accreditation Bureau”**, registration number: 90011630688, address: Brīvības Street 55, Riga, LV-1010 (hereinafter – the CONTRACTOR), represented by the Director Gundega Jaunbērziņa - Beitika, who represents the CONTRACTOR in accordance with the Cabinet of Ministers Regulations No.111 “Regulation of the State Agency “Latvian National Accreditation Bureau”” of 27 February 2018, of one part,  
and

\_\_\_\_\_, registration number \_\_\_\_\_, legal address \_\_\_\_\_  
(hereinafter – the CUSTOMER), \_\_\_\_\_, of the other part, both collectively hereinafter referred to as – the Parties, and each separately – the Party, being aware of the legal significance and consequences of such action, acting without fraud, duress and coercion, conclude the following contract (hereinafter – the contract):

**1. SUBJECT OF THE CONTRACT**

- 1.1.** The CUSTOMER entrusts to the CONTRACTOR to perform accreditation procedures of the CUSTOMER \_\_\_\_\_.
- 1.2.** For securing fulfilment of liabilities assumed under this contract, the CUSTOMER assigns the following contact person:

Contact person of the \_\_\_\_\_  
Customer \_\_\_\_\_  
telephone: **+371** \_\_\_\_\_  
e-mail \_\_\_\_\_

**2. OBLIGATIONS OF THE CONTRACTOR**

- 2.1.** According to this contract the CONTRACTOR shall accredit the CUSTOMER in compliance with the current standard \_\_\_\_\_ and perform other activities specified under the contract.
- 2.2.** The CUSTOMER shall perform the following activities related to accreditation:
- 2.2.1. analysis of documents submitted by the CUSTOMER;
  - 2.2.2. assessment and repeated assessment of the CUSTOMER;
  - 2.2.3. monitoring of the CUSTOMER;
  - 2.2.4. assessment for extension or narrowing of the accreditation scope;
  - 2.2.5. decision-making stated in Clause 7.1;
  - 2.2.6. issue of the accreditation certificate and its annexes;
  - 2.2.7. publishing of information about the accredited CUSTOMER pursuant to the procedure stipulated by laws of the Republic of Latvia;
  - 2.2.8. and other statutory activities.
- 2.3.** The CONTRACTOR shall act in accordance with the European Parliament and the Council Regulation (EC) No 765/2008 of the European Parliament and of the Council of 9 July 2008 setting out the requirements for accreditation and market surveillance relating to the marketing of products and repealing Regulation (EEC) No 339/93, and regulatory enactments on conformity assessment, other effective laws that are applicable at any time of the contract effective period and apply to the activities performed under this contract, and requirements of the standard LVS EN ISO/IEC 17011, observing recommendations of the Latvian National Accreditation Bureau, recommendations and decisions of the European Accreditation Cooperation (hereinafter – EA), and the CONTRACTOR's documents.
- 2.4.** the CONTRACTOR performs the accreditation procedure in accordance with the CUSTOMER's application.

- 2.5.** The CONTRACTOR informs the CUSTOMER in writing about any changes to the assessment conditions, setting a term for introduction of requirements and, if necessary, transitional provisions, fulfilment of which shall be ensured by the CUSTOMER.

### **3. OBLIGATIONS OF THE CUSTOMER**

- 3.1.** The CUSTOMER shall ensure within the terms set by the CONTRACTOR:

- 3.1.1. that the CUSTOMER constantly meets all the accreditation requirements in the applied or assigned accreditation scope and complies with the accreditation criteria and requirements stated in the CONTRACTOR's document LATAK D.008 "Accreditation Procedures" and other CONTRACTOR's documents, including the requirements of the current standard \_\_\_\_\_;
- 3.1.2. conditions necessary for the CONTRACTOR to perform the assessment procedure, including access to premises and other infrastructure at all locations of provision of conformity assessment services, and to fully cooperate with the CONTRACTOR to verify compliance with the accreditation requirements;
- 3.1.3. the CONTRACTOR's access to the personnel involved in the CUSTOMER's operation, information, documents and notes that are necessary for assessment and maintaining accreditation;
- 3.1.4. the CONTRACTOR's access to the documents that allow making conclusions about the CUSTOMER's independence and inviolability on the part of the related bodies;
- 3.1.5. the CONTRACTOR's capability to carry out on-site surveillance of the services provided by the CUSTOMER, also at locations of the CUSTOMER's clients, providing the CONTRACTOR's personnel with the necessary personal protective equipment;
- 3.1.6. that the changes related to (or arising from) the changes to the accreditation criteria, EA recommendations and the CONTRACTOR's documents, are introduced in the CUSTOMER's activities. The obligation mentioned in this Clause shall be met by the CUSTOMER not later than within the term specified in the CONTRACTOR's notice on changes to the accreditation criteria, EA recommendations and the CONTRACTOR's documents;
- 3.1.7. assistance in investigation and solving of complaints about the CUSTOMER, received by the CONTRACTOR in relation to the accreditation.

- 3.2.** The CUSTOMER may refer to accreditation only in the scope the CUSTOMER is accredited.

- 3.3.** The CUSTOMER shall make payments to the CONTRACTOR, observing the amounts and deadlines indicated in this contract and the agreement protocol.

- 3.4.** The CUSTOMER is not entitled to use accreditation in a way that may directly or indirectly cause harm to the CONTRACTOR's reputation.

- 3.5.** If the CUSTOMER's accreditation is suspended or cancelled due to any reason, the CUSTOMER shall immediately terminate use of any references to accreditation, and in the case of cancellation of the CUSTOMER's accreditation the CUSTOMER shall return to the CONTRACTOR the original copy and duplicates of the accreditation certificate, if any have been issued in paper format.

- 3.6.** The CUSTOMER shall ensure that the CUSTOMER's certificate, report or review, as well as any part thereof is not used for purposes not provided for in the contract and regulatory enactments.

- 3.7.** When referring to the CUSTOMER's accreditation in advertisements, brochures and other documents, mass media, on the Internet or any other place and type, publishing information on the CUSTOMER's accreditation, the CUSTOMER shall observe the requirements of the CONTRACTOR's document LATAK-D.011 "Regulations for use of the national accreditation mark, reference to accreditation and EA MLA".

- 3.8.** The CUSTOMER shall immediately, but not later than within 10 (ten) working days, notify the CONTRACTOR in writing of any significant changes concerning the status of the CUSTOMER's accreditation or operation:

3.8.1. to the legal status or ownership rights;

3.8.2. to the organisational structure, senior management level, leading personnel and essential technical personnel, or if decision-making and signatory rights change;

3.8.3. to resources, including personnel, premises and location;

- 3.8.4. to the accreditation scope and/or area of activity, and in other cases that may affect the CUSTOMER's capability to meet the accreditation requirements.
- 3.9. The CUSTOMER shall participate in proficiency testing within the term indicated in each respective written request of the CONTRACTOR, as well as notify the CONTRACTOR of the results of proficiency testing within the specified terms after each proficiency testing.
- 3.10. The CUSTOMER shall become acquainted and observe the requirements of applicable documents that can be found on the CONTRACTOR's website [www.latak.gov.lv](http://www.latak.gov.lv), including the requirements of the document LATAK D.008 "Accreditation Procedures"

#### **4. PERFORMANCE DEADLINES**

- 4.1. The Parties undertake to do everything that is required for accreditation procedures to be completed within the specified terms.
- 4.2. After conclusion of the initial contract and signing of the agreement protocol, the CONTRACTOR shall carry out assessment of the CUSTOMER and make an accreditation decision within **6 months**, excluding the period, in which the CUSTOMER eliminates the detected non-conformities.
- 4.3. The CUSTOMER shall make every effort to eliminate non-conformities within the term set by the CONTRACTOR and submit to the CONTRACTOR evidence on elimination of non-conformities.
- 4.4. If the CUSTOMER has not eliminated non-conformities within the term mentioned in Clause 4.3 of the contract due to any reason, the CONTRACTOR is entitled to immediately make one of the following decisions: not to grant accreditation, suspend accreditation, cancel accreditation or narrow the accreditation scope. Upon an agreement between the CUSTOMER and the CONTRACTOR, the Parties shall sign a new agreement protocol to this contract in order to continue or repeatedly commence the assessment procedure.
- 4.5. Upon the CONTRACTOR's each instruction, the CUSTOMER shall submit to the CONTRACTOR electronically and, if necessary, also in paper format, all the information necessary for monitoring of the CUSTOMER and shall sign each agreement protocol of monitoring visit within the terms specified by the CONTRACTOR. Monitoring visits shall be carried out at least once every 12 months.
- 4.6. The CUSTOMER shall make every effort to avoid losing the accreditation at the end of the term of initially or repeatedly granted accreditation. For this purpose the CUSTOMER shall submit to the CONTRACTOR electronically and, if necessary, also in paper format an application and all the documentation necessary for repeated accreditation at least 6 (six) months prior to expiration of the CUSTOMER's accreditation, ensure a possibility for the CONTRACTOR to carry out assessment of the CUSTOMER in a timely manner, but not less than 10 (ten) weeks prior to expiration of accreditation, for the purpose of repeated accreditation, extended and/or narrowed accreditation scope. The Parties shall each time sign an agreement protocol on repeated accreditation of the CUSTOMER.
- 4.7. The CONTRACTOR is entitled to make an extraordinary monitoring visit to the CUSTOMER (hereinafter – extraordinary visit), if:
- 4.7.1. the CONTRACTOR holds information on non-conformities in the CUSTOMER's activities. In this case, a visit shall not be previously coordinated with the CUSTOMER and, if necessary, the CONTRACTOR may invite a representative of the market surveillance authority to participate in the visit;
- 4.7.2. the CUSTOMER has made a request to make changes to its accreditation scope;
- 4.7.3. the CUSTOMER has informed about changes to its operation, which may affect conformity to the accreditation requirements;
- 4.7.4. The CUSTOMER has informed the CONTRACTOR about changes to the methods or procedures included in its accreditation scope;
- 4.7.5. the CUSTOMER has to be visited in order to verify its conformity to the accreditation requirements specified in regulatory enactments, as well as in other cases stipulated by regulatory enactments.

#### **5. WORK PLANNING**

- 5.1. The CONTRACTOR shall ensure assessors and experts with an appropriate qualification and experience according to the number that, at the CONTRACTOR's discretion, is necessary for maximally effective assessment of the CUSTOMER.
- 5.2. The CONTRACTOR shall authorise the selected assessors and experts, appoint the leading assessor, and transfer the documents submitted by the CUSTOMER, necessary for accreditation of the CUSTOMER.
- 5.3. The CONTRACTOR shall not later than 7 (seven) working days before the initial or repeated assessment, or monitoring visit, except the instance mentioned in Subclause 4.7 of the contract, notify to the CUSTOMER the composition of the assessment group (hereinafter – the Group) mentioned in Clause 5.1 and 5.2 of the contract.
- 5.4. The CUSTOMER is entitled within 3 (three) working days after receiving the information mentioned in Clause 5.3 of the contract to apply for rejection of any assessor or expert in the Group, submitting to the CONTRACTOR a justified application, indicating the reasons of rejection for each rejected expert or assessor.
- 5.5. The CONTRACTOR shall assess the information provided by the CUSTOMER pursuant to the procedure specified in Clause 5.4 of the contract and, if necessary, approve other experts or assessors.
- 5.6. In the instance mentioned in Clause 4.7.2, 4.7.3, 4.7.4 and 4.7.5 of the contract, the CONTRACTOR shall shortly before the visit, but not later than 1 (one) day in advance, inform the CUSTOMER about the time of extraordinary visit and composition of the Group.
- 5.7. If, at the CUSTOMER's initiative, the repeated or monitoring visit is cancelled less than 3 (three) working days before the planned date, but before receiving the CUSTOMER's notice on cancellation of visit the CONTRACTOR has incurred expenses related to preparation of the planned visit (for example, reservation of hotels, purchase of transport tickets, etc.), the CUSTOMER shall fully reimburse these expenses, based on an invoice submitted by the CONTRACTOR. The CONTRACTOR shall prepare the invoice, attaching copies of expenses certifying documents not later than 10 (ten) working days from receiving the CUSTOMER's notice on cancellation of visit. Covering of expenses mentioned in this Clause are binding upon the CUSTOMER, without signing an agreement protocol. The CUSTOMER shall settle the CONTRACTOR's invoice mentioned in this Clause within 10 (ten) working days from the date of drafting the invoice.

## **6. ACCREDITATION**

- 6.1. The CONTRACTOR shall perform accreditation of the CUSTOMER, including the initial and repeated accreditation, monitoring and assessment for extension or narrowing of the accreditation scope (hereinafter - accreditation) according to the assessment plan, which includes dates, locations, the Group, the matters to be examined and any other information that has been recognised necessary by the Parties, according to the procedure specified in the document LATAK D.008 “Accreditation Procedures”.
- 6.2. The accreditation includes:
  - 6.2.1. requesting information from the CUSTOMER on the matters related to the CUSTOMER's accreditation;
  - 6.2.2. requesting the CUSTOMER's documents and notes, including the quality handbook and its updated versions (in paper format or electronically);
  - 6.2.3. assessment of the CUSTOMER's management system and technical competence;
  - 6.2.4. a visit to the CUSTOMER, including proficiency testing and surveillance of work performance and practical operation;
  - 6.2.5. extraordinary visits;
  - 6.2.6. information analysis and preparation of report.
- 6.3. The assessment visit is comprised of:
  - 6.3.1. opening meeting;
  - 6.3.2. analysis of the CUSTOMER's documents and notes;
  - 6.3.3. interviews with responsible employees of the CUSTOMER at all levels;
  - 6.3.4. onsite surveillance of the CUSTOMER's practical operation;

6.3.5. closing discussions.

## **7. ACCREDITATION DECISIONS**

**7.1.** THE CONTRACTOR shall adopt a decision, based on the assessment results, analysis of other essential information and the criteria specified in the binding laws. Based on the analysis of documents conducted at the meeting of the accreditation commission, the provided recommendations and other essential information, the CONTRACTOR shall make the following decisions:

- 7.1.1. to grant accreditation;
- 7.1.2. to refuse accreditation;
- 7.1.3. to retain accreditation;
- 7.1.4. to extend the accreditation scope;
- 7.1.5. to narrow the accreditation scope;
- 7.1.6. to suspend accreditation;
- 7.1.7. to cancel accreditation.

**7.2.** THE CONTRACTOR shall within 7 (seven) working days send to the CUSTOMER electronically and/or in paper format information on the adopted decision. Within one month THE CONTRACTOR prepares and issues to the CUSTOMER an accreditation certificate and its annex.

## **8. ACCESSIBILITY OF INFORMATION**

- 8.1.** Any reference to electronic submission, issue or accessibility of information in this contract means a mutual agreement between the Parties that any information may be sent to e-mail addresses, submitted for downloading on a compact disc or flash memory, made available for downloading in a virtual data room of any format, making known to the CUSTOMER access passwords and the data room access period, as well as assuming full responsibility for security of information stored in the virtual data room; and, upon previous coordination with the CONTRACTOR, using any other means of electronic communication, if any is available to both Parties during the effective period of the contract.
- 8.2.** If the contact information changes during the contract period, the respective Party shall inform the other Party about the new contact information within 5 (five) working days.
- 8.3.** The current versions of the CONTRACTOR's documents are available on the CONTRACTOR's website [www.latak.gov.lv](http://www.latak.gov.lv). EA documents are available on the website [www.european-accreditation.org](http://www.european-accreditation.org).

## **9. PAYMENTS**

- 9.1.** The CUSTOMER shall pay for the services provided by the CONTRACTOR under this contract the fee stated in the Cabinet of Ministers Regulations "Pricelist of Paid Services of the State Agency "Latvian National Accreditation Bureau"", regardless the accreditation outcome and accreditation decisions made by the CONTRACTOR, as well as for maintaining the accreditation status.
- 9.2.** Prior to each assessment visit, the CONTRACTOR and the CUSTOMER shall sign an agreement protocol, indicating the planned assessment extent and costs.
- 9.3.** The CUSTOMER shall transfer the payments mentioned in the agreement protocol to the bank accounts indicated in invoices submitted by the CONTRACTOR within 15 (fifteen) days from issue of the invoice, unless a different payment term is indicated in the agreement protocol.
- 9.4.** If the CUSTOMER has not paid any invoice submitted by the CONTRACTOR within 3 (three) months from expiration of the term indicated in the contract or the agreement protocol, the CONTRACTOR may immediately make a decision on cancellation of accreditation and the CONTRACTOR is entitled to withdraw from the contract unilaterally.

## **10. CONFIDENTIALITY**

**10.1.** The Parties undertake to observe full confidentiality concerning matters related to performance of this contract, including the commitment not to transfer to any third party any document and any other information without prior mutual agreement of the parties, unless otherwise stipulated in regulatory enactments of the Republic of Latvia.

## **11. FORCE MAJEURE**

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**\* THE DOCUMENT IS SIGNED WITH A SECURE ELECTRONIC SIGNATURE  
AND CONTAINS A TIME STAMP**

- 11.1.** The Parties are released from responsibility for complete or partial non-performance of their liabilities, or failure to comply with deadlines due to force majeure conditions, which include, without exceptions, but are not limited to war, conditions equivalent to war, strike, fire or flood. In case of occurrence of force majeure conditions the term for fulfilment of liabilities of the Parties shall be considered extended for a period of existence of force majeure conditions. If force majeure conditions last for more than three months, either Party may at own discretion withdraw from the contract unilaterally, without addressing a court and notifying the other Party in writing 10 (ten) days in advance. In this case neither Party may request from the other Party any compensation of loss.
- 11.2.** The Party shall immediately, but not later than 14 (fourteen) days from occurrence of force majeure conditions send to the other Party a written statement on occurrence of force majeure conditions.

## **12. AMENDMENTS TO THE CONTRACT**

- 12.1.** This contract includes full agreement between the Parties on the subject of the contract and replaces any previous oral and written agreements between the Parties.
- 12.2.** Amendments or additions to the contract may be made only upon mutual written agreement between the Parties, and shall be signed by the responsible persons of the Parties or their authorised persons.
- 12.3.** Corrections, amendments, additions to the contract, agreement protocols and their annexes shall be considered effective when executed in writing and signed by both Parties, and they constitute an integral part of this contract.

## **13. COMING INTO EFFECT AND TERMINATION OF THE CONTRACT**

- 13.1.** This contract comes into force on the day of signing thereof by both Parties, and it is concluded for an indefinite period.
- 13.2.** The CONTRACTOR is entitled to terminate the contract unilaterally, notifying the CUSTOMER in writing at least 7 (seven) days in advance, if:
- 13.2.1. the CONTRACTOR has made a decision to refuse accreditation;
  - 13.2.2. the CONTRACTOR has made a decision to refuse accreditation;
  - 13.2.3. the CUSTOMER is subject to legal protection proceedings, extrajudicial legal protection proceedings, the CUSTOMER's insolvency or bankruptcy is declared, or the CUSTOMER is liquidated;
  - 13.2.4. the CUSTOMER completely or partially delays any of payments stated in the contract for more than 3 (three) months;
  - 13.2.5. the CUSTOMER fails to fulfil any liability or obligation assumed under the contract.
- 13.3.** The CUSTOMER is entitled at own discretion to withdraw from the contract unilaterally, notifying the CONTRACTOR at least 30 (thirty) days in advance, if the CUSTOMER does not have valid accreditation.
- 13.4.** The Parties may agree on termination of the contract in writing at any moment.
- 13.5.** In case of termination of the contract, the CUSTOMER shall pay for the services provided by the CONTRACTOR in accordance with the contract and agreement protocols.
- 13.6.** Termination of the contract does not release the CUSTOMER from complete fulfilment of liabilities under the contract.

## **14. DISPUTE SETTLEMENT PROCEDURE**

- 14.1.** Any disputes related to the contract shall be resolved through negotiations between the CONTRACTOR and the CUSTOMER. If the Parties fail to reach an agreement through negotiations within 30 (thirty) days, the dispute shall be examined pursuant to the procedure stipulated by regulatory enactments of the Republic of Latvia upon an application by any of the Parties. The contract is subject to and shall be interpreted in accordance with regulatory enactments of the Republic of Latvia.

## **15. OTHER MATTERS**

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**\* THE DOCUMENT IS SIGNED WITH A SECURE ELECTRONIC SIGNATURE  
AND CONTAINS A TIME STAMP**

- 15.1.** The contract is drawn up in Latvian on 6 (six) pages and is signed with a secure electronic signature.  
A mutually signed copy of the Contract is stored both by the CONTRACTOR, and the CUSTOMER.

## **16. DETAILS OF THE PARTIES**

### **CONTRACTOR:**

**State Agency “Latvian National Accreditation Bureau”**

Reg. No. 90011630688

Brīvības Street 55, Riga, LV-1010

State Treasury

Bank code TREL LV22

Account No. LV18TREL912069200200B

Director

(\*personal signature)

Gundega Jaunbērziņa-Beitika

### **CUSTOMER:**