

Based on the Accreditation Law No. 03 / L-069 and the amended Law No. 04 / L-007 and Administrative Instruction (AI) no. 04-2013 "For fees for accreditation," Accreditation Directorate of Kosovo concludes this contract for the payment of tariffs for the accreditation of Conformity Assessment Bodies (CAB) and other obligations for officials from CAB.

CONTRACT

Regarding the date XX.XX.XXXX between Directorate of Accreditation of Kosovo (DAK) and Conformity Assessment Bodies (CAB)

Article 1: The Contracting Parties

The contracting parties are:

1. **Directorate of Accreditation of Kosovo (DAK)** – Ministry of Trade and Industry, and
2. **Conformity Assessment Body**(name), hereinafter called **CAB**, located in(address).

Article 2: Object

3. The object of the contract is provision of accreditation services requested by CAB on the basis of application no. _____, under the conditions established in this contract and by the specific applicable documents of DAK.
4. The contract foresees the right and obligations of the parties and the rules of payments of accreditation fees by the CAB according to AI No. 04-2013, based on Accreditation Law no. 03 / L-069 and the amended Law No. 04 / L-007.
5. The CAB will make the payment of tariffs for accreditation as provided in paragraph 4 of the Article 2 of this contract.

Article 3: Fees for accreditation

6. The Contracting Parties agree that the fees for accreditation will be paid in two parts, as follows:

- a. The first part of 50% of the total amount will be paid before the accreditation procedure starts, while
 - b. The second part of 50% of the total amount will be paid before the certificate of accreditation **is issued**.
7. All the payments will be made to the Ministry of Trade and Industry (MTI) bank account, the budget of the Republic of Kosovo, except for the payment for the technical expert which will be made directly in his account, depending on the services performed during the evaluation procedure, and based on DAK-FO-051/1, issued by DAK according to AI no. 04/2013. .

Article 4: Rights and obligations of CAB to DAK

8. The CAB has the right to have access to all information related to accreditation process for the scope for which accreditation was requested or granted;
9. The CAB has the right to request explanations from the assessment team in order to understand the non-conformities found during the assessments;
10. The CAB has the right to appeal any decision which is not in its favor;
11. The CAB has the right to refer to its status of accredited body, only during the period of validity of the accreditation certificate and only for the accredited activities;
12. The CAB has the right to renounce to accreditation by notifying DAK with at least 30 days in advance;
13. The CAB has the right to refuse the composition of the assessment team, only based on well-grounded reasons, presented in writing to the management of DAK;
14. The CAB shall continuously fulfill the requirements for accreditation set out by DAK for the scopes where accreditation is sought or granted. This includes agreement of CAB to adapt to changes in the requirements for accreditation communicated by DAK through its website or formal notification.
15. The CAB has the obligation to inform DAK, in writing, within the 2 weeks form the moment of occurrence, about any changes made in the status, organization, top management and key personnel, main policies, resources and premises, scope of accreditation, and other such elements that may affect the ability of the CAB to fulfill the accreditation requirements;
16. The CAB shall arrange the witnessing of CAB services when requested by DAK;

17. The CAB shall create the necessary conditions for the implementation of the activities of initial accreditation/renewal of accreditation , surveillance and extraordinary assessments;
18. The CAB shall provide access to the assessment team to all necessary information and cooperate with DAK for the purpose of conducting evaluations;
19. The CAB shall to allow the assessment team by DAK, if necessary, to be accompanied by observers for their training needs during assessment process and in the case of EA (European co-operation for Accreditation) team members;
20. The CAB shall ensure that the symbol of accreditation is used only in accordance with the administrative instruction No.19/2012 "Use of the symbol of accreditation";
21. The CAB shall not use its accreditation in such a manner as to bring the name of DAK into disrepute;
22. In case of suspension or withdrawal of its accreditation (regardless the motives), the CAB shall:
 - a) inform its own clients that the respective activities are no longer covered by accreditation;
 - b) stop the use of the symbol of accreditation;
23. The CAB shall participate in PTs/ILCs according to DAK's rules.
24. The CAB has also other rights and obligations, foreseen in DAK's documents which are applicable and made available to it and through its website.
25. The CAB shall make the payments of the accreditation fee in due time according to the administrative guidance AI no. 04/2013 "The fees for accreditation".

Article 5: Obligations of DAK to CAB

26. DAK has the right to to have access to all information, documents and records which are relevant to the accreditation process including any information, documents or records which are considered relevant with regard to Beneficiary's statute, financial situation, organization and operation;
27. DAK has the right to establish and change the criteria and accreditation rules, in accordance with in force legislation and provisions of the standards and applicable guides for accreditation activities;
28. DAK has the right to cease the accreditation process, to suspend/reducing/withdraw accreditation under the conditions mentioned in the Procedure for accreditation, DAK-PT-001;

29. DAK has the obligation to make known to the CAB the criteria, the specified accreditation requirements and any modifications of reference standards or DAK's accreditation conditions by formal notification or through its website;
30. DAK has the obligation to assure the confidentiality of all information about CAB obtained during the accreditation process;
31. DAK assessors have the obligation to give to the CAB's representatives all necessary explanations related to the findings issued during the accreditation process;
32. DAK has the obligation to make public available the accredited status of the CAB during the validity period of the accreditation certificate;
33. DAK has the obligation to make public available the suspension/withdrawal of CAB on its website;
34. DAK has all the other rights and obligations resulting from its applicable documents.

Article 6: Sanctions

35. In case of non-fulfillment of obligations arising from this contract, Conformity Assessment Bodies (CAB) will be subject to sanctions pursuant to Law No. Accreditation. 04 / L-007.

Article 7: Entry into force

36. This Agreement shall enter into force upon its signature by the contracting parties. The contract is in duplicate and each party retains one.

CAB's Representative: xxxxx xxxxxx General Director of DAK's: Osman Hajdini

Date:_____