

Norsk akkreditering	Dok.id.: D00716
Terms and Conditions for Framework Agreement on Norwegian Accreditation Assessment Services	Skjema

# Terms and Conditions for Framework Agreement on Norwegian Accreditation Assessment Services

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# 1 General provisions

## 1.1 Description of work

This Agreement applies to the performance of assessment work on behalf of NA – as well as the preparation of activities, assessments with associated business-related travel, prepare reports and handling of non-conformities, if applicable. The purpose of the work is to obtain a basis for decision-making for new accreditation, extension of or surveillance of accreditation or GLP registration of an organisation.

The contracted assessor provides and is responsible for the technical content of the contracted assessor's own reporting on the basis of completed assessments. The contracted assessor is not responsible for NA's further use of the contracted assessor's reports.

## 1.2 Scope, duration and deadlines

Timeframe for each project will be stated in a separate agreement and includes preparation, assessment, report writing and handling of non-conformities.

Every assignment begins when the contracted assessor receives documentation related to the coming assessment activity. The report and assessment of corrective actions must be submitted to the lead assessor within the applicable deadlines which are described in the Guide for Norwegian Accreditation Assessors (D00078). Project is complete when the report has been submitted, corrective actions have been assessed and non-conformities closed.

Time spent beyond the agreed framework for each project must be agreed upon in advance.

## 1.3 Salary and working terms

Contract guidelines for contracted assessors can be found in regulation of fee's for NA's services <https://lovdata.no/dokument/SF/forskrift/2021-07-19-2432>.

The hourly rate stated in the Framework Agreement is fixed for the three-year period to which the Framework Agreement applies. The hourly rate is revised upon entering into a new Framework Agreement.

Travel and subsistence expenses related to the project must be specified separately and are reimbursed according to current applicable government rates.

Travel time is paid at 50% of the agreed hourly rate, cf. NA's Regulation on Fees. Travel time means travel between the point of departure (home/workplace) and destination (hotel/meeting place).

NA has no employer liability for contracted assessors. This means that the fee for the project performed on behalf of NA does not form the basis for holiday allowance or pension rights with the Norwegian Public Service Pension Fund. NA does not provide insurance for contracted assessors. Contracted assessors must ensure that they have the required personal insurance themselves or through their employer.

Contracted assessors are always responsible for retaining a valid tax card for the current year. If a tax card is not provided, 50% tax will be deducted from fee payments made to contract assessors.

## 2 Duties

### 2.1 The duties of the contracted assessor

#### 2.1.1 Performance of work as contracted assessor for Norwegian Accreditation

The contracted assessor must loyally work with NA and take care of NA's interests.

The contracted assessor acts on behalf of NA. This means that assessment services must be performed professionally, efficiently and with high professional standard. The contracted assessor must comply with NA's current applicable [values](#).

Assessment activities must be performed in compliance with the Framework Agreement and planned schedule. This includes flights and hotel accommodation.

The contracted assessor is responsible for familiarising him/herself with information and updated versions/new documents/guidelines that are uploaded to the NA [website](#).

Enquiries from NA must be responded to without undue delay.

The contracted assessor must, without undue delay, notify NA of circumstances that may impact the completion of the project, including any anticipated delays.

The contracted assessor is responsible for any technical equipment that may be required on a project. NA does not hold premises available.

#### 2.1.2 The expertise of the contracted assessor

The contracted assessor is responsible for keeping his/her professional expertise up to date and to obtain applicable technical standards published by Standard Norway.

The contracted assessor is under obligation to inform NA of any changes to his/her assessor expertise.

Participation in harmonisation meetings and accreditation days organised by NA is a prerequisite for being contracted as NA assessor. Eventual expenses for such participation are covered by the contracted assessors themselves. No reimbursement of fees or travel expenses is provided.

#### 2.1.3 Confidentiality

The contracted assessor must oblige not to use, hand over or somehow make available for unauthorized people confidential information such as data, personal information or business knowledge acquired in context with assessing for NA. This applies prior, during and post project completion and post termination of this Framework Agreement (ref. [Section 13 of the Norwegian Public Administration Act](#)).

Information on applicants for accreditation and accredited organisations which has not been made public by NA is covered by the concept of confidential information.

Contracted assessors undertake to store confidential material in a way that ensures compliance with the duty of confidentiality, as well as to show caution in mentioning other matters that I become aware of or experience in connection with assessment activity

#### 2.1.4 Impartiality/conflict of interest

The contracted assessor confirms in the agreement for each assignment that he or she does not have conflicting interests in the company to be assessed. If there are potential conflicts of interest, these must be reported to NA before an agreement on individual assignments is signed

Such conflicting interests could be;

- Eligibility requirements according to § 6 <https://lovdata.no/dokument/NL/lov/1967-02-10>
- Financial interest associated with the business.
- Commercial interest associated with the business.
- Ownership, administration and/or management of the business.
- Current or previous cooperation with the business (ex research, project cooperation, consulting, close customer relations etc)
- Self-interest in the result of the accreditation assessment.
- Participation of manufacturing of products closely related to the assessment.

If any assessor identifies one possible risk of impartiality, this shall be communicated to NA. It will be considered if measures to reduce or eliminate risk shall be implemented and recorded. The documentation will be archived.

#### 2.1.5 Information security and risk

The contracted assessor must apply proportionate measures to meet requirements for information security and processing of personal data (cf. the Norwegian Personal Data Act and associated regulations) while executing projects for NA.

This means that the contracted assessor must implement proportionate measures to ensure the confidentiality of the data belonging to the applicable organisation and personal data as well as measures to ensure that data does not go astray. The contracted assessor must further apply proportionate measures against unintentional change to and deletion of data as well as against attacks by viruses and other harmful software.

The contracted assessor is under obligation to keep the data of the applicable organisation separate from any third-party data to reduce the risk of damage to the data and/or access to the data. 'Separate' here means that necessary technical measures securing data against unwanted modification and transparency have been implemented and maintained. Unwanted modification and transparency mean access by any other staff employed by the contracted assessors or others who do not require the information in their work for the organisation.

The contracted assessor is responsible for any consequences if proportionate measures relating to information security has not been implemented.

### 2.1.6 Submission of invoices

Invoices for time spent must normally be submitted at the end of a completed project, i.e. when the handling of non-conformities that the contracted assessor is responsible for is complete. Invoices should be submitted *no later* than fourteen (14) days after the end of a completed project. Partial invoices for time spent may be submitted up to and including submission of the report. Such partial invoices may be submitted *at the earliest* after the report has been approved by Norwegian Accreditation.

Claims for reimbursement of travel and travel allowance must be submitted as soon as possible and no later than fourteen (14) days after completion of travel.

Reference is also made to Clause 5 – Payment for the project.

## 2.2 The obligations of Norwegian Accreditation

### 2.2.1 The responsibility and involvement of Norwegian Accreditation

NA must loyally assist in the completion of the project, including organising harmonisation meetings and ensuring that information and updated versions/new documents/guidelines are made available.

NA must respond to enquiries from the contracted assessor without undue delay.

NA must without undue delay notify the contracted assessor of circumstances that may impact the completion of the project, including any anticipated delays.

NA must give feedback on the submitted report either in the form of approval or requirements for amendments within the applicable deadlines. The same applies to the handling of non-conformities. NA must give the contracted assessor feedback on completed projects and notify the contracted assessor that his/her invoice for fees may be submitted.

### 2.2.2 Payment for completed projects

NA undertakes to pay the contracted assessor for completed projects according to the signed Framework Agreement and Agreement on assessment projects.

## 3 Personal information

NA treats all personal information regarding selection of competence to personnel performing assessments and to meet requirements to competence registrations/authorization to perform assessments according to NS-EN ISO/IEC 17011.

Following personal information are retained at NA:

- a) Name, address, e-mail, phone nr and one or more employers.
- b) CV, competence matrix, educational diploma, and course certificates/diploma.
- c) Reports for monitoring of contracted assessors.
- d) Impartiality assessment.
- e) Non-disclosure agreement.
- f) Form of hire, fee recipient or through legal unit.

- g) Signed agreement of assessor task, incl work in advance regarding signing of contract.
- h) Information regarding availability given NA.
- i) Reports and other information compiled in association with NA assessment.
- j) Payment details.

Further information can be retained in NA's privacy statement

<https://akkreditert.no/kontakt-oss1/eInnsyn-2/gdpr/>

Treatment of personal data has basis of treatment in the Personal Protection Ordinance

[https://lovdata.no/dokument/NL/lov/2018-06-15-38/gdpr/ARTIKKEL\\_6#gdpr&#x2f;ARTIKKEL\\_6](https://lovdata.no/dokument/NL/lov/2018-06-15-38/gdpr/ARTIKKEL_6#gdpr&#x2f;ARTIKKEL_6)

Personal data retrieved for competency documentation are being held, by NA while assessors are authorized, for 10 years prior last assessment.

Personal data being retrieved associated with assessment activities such as agenda, participant list, reports and assessors' agreement will not be deleted.

## 4 Breach of contract

### 4.1 Breach of contract on the part of the contracted assessor

#### 4.1.1 What constitutes breach of contract

Breach of contract exists on the part of the contracted assessor if the project is not completed as agreed. Breach of contract further exists if the contracted assessor does not fulfil other duties under the Framework Agreement or Agreement on Norwegian Accreditation Assessment Services.

Breach of contract does not exist if the situation is attributable to NA or force majeure.

#### 4.1.2 Obligation to notify

If the contracted assessor cannot complete the project as agreed, the contracted assessor shall notify NA of this as soon as possible. Notification must indicate the cause of the problem and, as far as possible, indicate the date on which the work can be completed. The same applies if additional delays are to be expected after the first notice has been given.

#### 4.1.3 Deadline

The technical assessor/expert for testing and calibration laboratories must send proposals for focus areas and/or method demonstration to the lead assessor at least 2 weeks before the assessment.

After assessment activities, contracted assessors are obliged to write a report and send it to NA within 3 working days after the visit, unless otherwise agreed. This deadline also applies to the assessment of corrective actions.

The contracted assessor may ask for an extended deadline which must be approved in writing by NA in order to be valid.

#### 4.1.4 Restraint payment

In the event of material breach of contract on the part of the contracted assessor, NA may restrain payment. This in case of gross negligence or in case of contracted assessor not cooperating with, or replying to reasonable request from NA.

#### 4.1.5 Loss of payment

Failure to comply with deadlines set out in this document without prior agreement may result in invoices being voided or reduced proportionally.

If the report is of such quality that it cannot be approved by NA, invoices may be voided or reduced proportionally. The contracted assessor must prior to such voiding or reduction be given the opportunity to remedy the report.

#### 4.1.6 Termination of contract

NA may terminate both the Framework Agreement and the Agreement on Norwegian Accreditation Assessment Services with immediate effect if the contracted assessor is in material breach of his/her obligations. In this event, the contracted assessor is not entitled to the payment of fees or reimbursement of expenses.

#### 4.1.7 Compensation

NA may require compensation for direct loss that results from breach of contract unless the contracted assessor can demonstrate that the breach of contract or reason for the breach of contract is not attributable to the contracted assessor.

NA may require compensation for additional costs incurred by NA in the form of cover purchases, losses due to additional work and other direct costs in connection with delays, deficiencies, or other breaches of contract.

### 4.2 Breach of contract on the part of Norwegian Accreditation

#### 4.2.1 What constitutes breach of contract

Breach of contract further exists on the part of NA if NA does not fulfil its duties under the Framework Agreement or Agreement on Norwegian Accreditation Assessment Services.

Breach of contract does not exist if the situation is attributable to the contracted assessor or circumstances that are deemed to constitute force majeure.

#### 4.2.2 Duty of notification

If NA is unable to fulfil its obligations as agreed, NA must notify the contracted assessor in writing as soon as possible. Such notification must state the reason for the problem and, as far as possible, state the date on which NA will again be able to fulfil its agreed obligations.

#### 4.2.3 Termination of contract

The contracted assessor may terminate both the Framework Agreement and Agreement on Norwegian Accreditation Assessment Services with immediate effect if NA is in material breach of its obligations under one of the agreements. The contracted assessor will then be entitled to payment for work that has already been completed and reimbursement of agreed expenses incurred.

#### 4.2.4 Compensation

The contracted assessor may require compensation for any direct loss that results from breach of contract unless NA can demonstrate that the breach of contract or reason for the breach of contract is not attributable to NA.

## 5 Payment for the assignment

### 5.1 Submission of invoices

Invoices must be specific and set out information in such a way that it is simple to check against agreed projects. Time spent must be detailed in the form of preparation, assessment, report writing, handling of non-conformities and travel time. Invoices must apply to time spent until the date of the submitted invoice.

Travel time must be invoiced stating **actual** travel time at 50% of the agreed hourly rate. Travel time is paid at 50% of the agreed hourly rate, cf. NA's Regulation on Fees. Travel time means travel between the point of departure (home/workplace) and destination (hotel/meeting place).

If the contracted assessor has been contracted via an employer or the contracted assessor's own company, payment will be made according to invoice within thirty (30) days.

If the contracted assessor is a private individual, payment will be made according to the submitted fees invoice and travel expenses on continuous payment terms.

For any further information regarding submission of invoices it is referred to NA's [website](#).

Please note that if a contracted assessor undertakes multiple projects for NA, a separate invoice for each project must be submitted.

### 5.2 Travel expenses

Travel and subsistence expenses must be specified separately and are reimbursed according to currently applicable government rates.

### 5.3 Interest on late payment

If NA does not make payment on time, the contracted assessor is entitled to add interest to the amount that has become due for payment pursuant to the Act of 17 December 1976 no. 100 on interest on late payment etc. (Norwegian Act relating to Interest on Overdue Payments). <https://lovdata.no/dokument/NL/lov/1976-12-17-100>

## 6 Termination of the Framework Agreement

The Framework Agreement can be terminated by both parties with six (6) months' notice.

NA may terminate the Agreement on Norwegian Accreditation Assessment Services with immediate effect prior to the project to be undertaken if circumstances have arisen in the period since the signing of the agreement which make it necessary to change the project.



The contracted assessor will be entitled to payment for the work that the contracted assessor may already have completed.

NA may terminate the Agreement on Norwegian Accreditation Assessment Services with immediate effect if unforeseen circumstances beyond NA's control prevent the performance of the assessment. The contracted assessor will then be entitled to payment for work that has already been completed and reimbursement of agreed expenses incurred.

The contracted assessor may terminate the Agreement on Norwegian Accreditation Assessment Services with immediate effect if unforeseen circumstances beyond the contracted assessor's control prevent the performance of the assessment. NA will assess whether results exist that can be used in on-going work, and the contracted assessor will then be paid a proportional part of the agreed sum. Beyond this, the contracted assessor is not entitled to a fee or reimbursement of expenses.

## 7 Copyright and property rights

NA has exclusive rights to all material produced as part of the project. NA further has rights of use to material that has otherwise been obtained by the contracted assessor if it forms part of the report or appendices to the report.

## 8 Disputes

### 8.1 Choice of law

The parties' rights and obligations under this Framework Agreement are governed by Norwegian law.

### 8.2 Negotiation

If a dispute should arise between the parties relating to the interpretation or legal effects of the Framework Agreement with associated contract terms or the Agreement on Norwegian Accreditation Assessment Services, the parties must seek to resolve the dispute by negotiation.

### 8.3 Mediation

If a dispute relating to this Framework Agreement cannot be resolved by negotiation, the parties may attempt to resolve the dispute by mediation.

The parties may choose to apply the Norwegian Bar Association's rules for mediation with the help of a lawyer, modified as the parties may wish, if applicable. It is a prerequisite that the parties agree on a mediator with the skills the parties believe are best suited to resolving the dispute.

The detailed procedure for mediation is determined by the mediator, in consultation with the parties.

### 8.4 Court or arbitration

If a dispute cannot be resolved by negotiation or mediation, either party may require the dispute to be settled with final effect by the Norwegian courts.

NA's jurisdiction is the venue.

Alternatively, the parties may agree that the dispute should be settled with final effect by arbitration.

## 9 Deviation from the terms of the Framework Agreement

If certain terms contained in this Framework Agreement are to be deviated from, this must be specifically agreed and be stated in a separate appendix. Reference must be made to current terms contained in the Framework Agreement and the terms that are to replace them.