

Service contract to perform certification for conformity with the normative document

in the Central Institute for Labour Protection – National Research Institute
(Centralny Instytut Ochrony Pracy – Państwowy Instytut Badawczy, CIOP-PIB)
00-701 Warszawa, ul. Czerniakowska 16 (CONTRACTOR)

No. of

1.	Application for (tick "X" as appropriate): <input type="checkbox"/> ISSUANCE <input type="checkbox"/> CHANGE OF SCOPE <input type="checkbox"/> EXTENSION OF VALIDITY <input type="checkbox"/> RENEWAL OF A CERTIFICATE FOR CONFORMITY WITH THE NORMATIVE DOCUMENT: <small>(the number of a respective standard or other reference document)</small>		
2.	ORDERING PARTY (tick "X" as appropriate): <input type="checkbox"/> MANUFACTURER <input type="checkbox"/> IMPORTER		
3.	Contract and invoice details of the Ordering Party: (complete according to the relevant register or provide a seal)		
Name and address:		Contact person: (Name and surname, position, phone, fax, e-mail)	
REGON (Statistical ID No.):		Company NIP (Tax ID No):	
phone./fax:		e-mail:	
DECLARATION OF CONSENT TO RECEIVE AN INVOICE IN ELECTRONIC FORM			
<input type="checkbox"/> We hereby agree to receive an invoice in electronic form (tick X, if applicable) <small>(based on Article 106n of the Law on the taxation of goods and services of 11 March 2004)</small>			
<ol style="list-style-type: none"> 1. The invoice in electronic form should be sent to the following e-mail address:..... 2. <i>The change of the previously provided e-mail address can be made in writing only.</i> 3. <i>A consent to receive an electronic invoice (e-invoice) can be withdrawn at any time. The withdrawal should be made in writing.</i> 4. <i>An electronic invoice will be sent by CIOP-PIB from an e-mail address efaktury@ciop.pl as an attached PDF document (Portable Document Format).</i> 5. <i>We hereby declare that we have read terms and conditions of sending and receiving e-invoices by CIOP-PIB and accept them. (Terms and conditions are available at http://www.ciop.pl/efaktury_regulamin).</i> 			
SCOPE OF CERTIFICATION:			
4.	Name of product, type, model, symbol: (according to the definitions of the relevant standard if applicable):		
5.	Use and/or parameters		
6.	Number of previous CIOP-PIB conformity certificate (if applicable):		
7.	Manufacturer: name and address (if not the same as the Ordering Party):	8.	Other locations, including place(s) of manufacture, inspection, testing, storage, etc. (if applicable)
9.	LIABILITIES AND RESPONSIBILITY OF THE ORDERING PARTY:		
In order to have the certification process performed the Ordering Party is obliged to:			
<ol style="list-style-type: none"> 1. Meet all requirements arising from the certification process provided for in the applicable law and in the procedures of certification of the Central Institute for Labour Protection – National Research Institute (CIOP-PIB). 2. Attach hereto the following documents: Questionnaire For The Assessment Of The Supplier – Manufacturer or Questionnaire For The Assessment Of The Supplier – Importer and other documents listed under item 14 hereof. 			

3. Implement all necessary arrangements in order to perform the certification process, in this implement the relevant changes on the basis of the information provided by CIOP-PIB with regard to nonconformities and necessary supplements received from CIOP-PIB.
4. Upon the submission of the Contract, make the non-refundable initial payment of 300 EUR within the time limit of 7 days to the following bank account: Bank PEKAO S.A., 95124062471111000049759963, SWIFT CODE: PKOPPLPW. The initial fee is not required in the case of service contract for the change of scope or a renewal of the certificate issued by CIOP-PIB.
5. In the case of ordering the tests to be performed in the laboratory of CIOP-PIB, make the 100% advance payment following the information received from CIOP-PIB. The payment should be made to the bank account as above. A transfer title, should include the reference number of Service contract and a footnote: "payment for laboratory tests".
6. Enable the representatives of CIOP-PIB to carry out the inspection of its plant(s) with regard to the organisational and technical conditions of stable production and delivery.
7. Provide access to the subcontractors during an inspection conducted by CIOP-PIB of organisational and technical conditions of stable production/delivery.
8. Give consent to the attendance of observers designated by CIOP-PIB in the afore-mentioned inspection.
9. Make the final payment for the product certification regardless of its results.
10. Provide CIOP-PIB with information concerning the product to be certified about any changes that have occurred during the certification process, which can affect this product, and to provide relevant documentation.
11. Upon completion of the certification process with a positive result to sign a contract sent by CIOP-PIB on supervising the use of conformity certificate.

The Ordering Party agrees and acknowledges that:

1. The initial fee is a prerequisite for starting a certification process.
2. In the event where the Ordering Party fails to make the initial fee within the time limit of 7 days from the date of the submission hereof or fails to inform CIOP-PIB about the date when such payment was made, this Service contract will be deleted from the register.
3. The initial fee will be applied towards the final payment.
4. Full advance payment for laboratory tests determines a start-up of a test procedure and a continuation of an certification process.
5. The certificate will be issued upon obtaining a positive assessment result, signing an agreement on supervising the use of conformity certificate with the Central Institute for Labour Protection – National Research Institute (CIOP-PIB) and effecting the final payment for the certification process.
6. The process of certification will be carried out according to the system PR-PCW-01 (scheme type "N", according to EN ISO/IEC 17067) and it will cover: determination of requirements, product laboratory tests, inspection of organisational and technical conditions of manufacturer / supplier, assessment and review in the scope of product conformity with requirements of the criteria, a decision on certification, issuance of a certificate and surveillance over an issued certificate (including control tests of a product and inspection of organisational and technical conditions of manufacturer / supplier).

The Ordering Party declares that: *(mark with X when a relevant decision is made):*

- The documentation attached hereto is relevant to the product and is valid
- to bear the costs of delivery of the above documents in the event of their return by CIOP-PIB or we agree to the destruction of documents submitted to CIOP-PIB.
- I consent to the processing by Central Institute for Labour Protection - National Research Institute (Czerniakowska 16, 00-701, Warsaw) of my personal data, submitted to Centre for Certification of Personal Protective and Working Equipment for the purpose of perform certification for conformity with the normative document (pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC - General Data Protection Regulation) – **the clause applies to Ordering Party who are legal persons.**
- I consent to the processing by Central Institute for Labour Protection - National Research Institute (Czerniakowska 16, 00-701, Warsaw) of my personal data, submitted to Centre for Certification of Personal Protective and Working Equipment for the purpose of perform certification for conformity with the normative document (pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC - General Data Protection Regulation) – **the clause applies to Ordering Party who are natural persons.**

10. **LIABILITIES AND RESPONSIBILITY OF CIOP-PIB (CONTRACTOR):**

CIOP-PIB undertakes to:

1. Send the registered Service contract to the Ordering Party.
2. Perform a reliable and impartial assessment of the product with a view to issuing of the conformity certificate.
3. Inform the Ordering Party about all requirements concerning the application of product certification that are laid down in the applicable law and in the procedures of certification in CIOP-PIB.
4. Inform the Ordering Party about all necessary arrangements in order to have the assessment conducted, including nonconformities and required supplements.
5. Notify in advance the Ordering Party of the attendance of observers in the inspection conducted by CIOP-PIB of organisational and technical conditions of stable production/delivery.
6. Treat all information received during certification process as confidential.
7. After the payment is recorded on the CIOP-PIB's bank account, to issue the invoice and send it to the Ordering Party as a confirmation that the payment of the initial fee, the advance payment for laboratory tests and the final fee were made.
8. Send one copy of the test report to the Ordering Party upon completion of the testing (provided that CIOP-PIB was contracted or subcontracted to perform the testing to other).
9. Prepare the contract on supervising the use of conformity certificate, in the items and conditions of certificate transmission and send it to the Ordering Party.
10. Consider any complaints and / or appeals raised by the Ordering Party regarding the activities carried out in the scope of the certification process within the validity period of the certificate

11. **ATTACHMENTS TO THE SERVICE CONTRACT TO PERFORM CERTIFICATION FOR CONFORMITY WITH THE NORMATIVE DOCUMENT** (tick "X" as appropriate):

<input type="checkbox"/> Questionnaire for the assessment of the supplier – manufacturer (to be filled in by the Ordering Party on the PCW-01/F02 form) <input type="checkbox"/> Questionnaire for the assessment of the supplier – importer (to be filled in by the Ordering Party on the PCW-01/F03 form) <input type="checkbox"/> Statement on the manufacturer's consent to apply for a certificate (<i>applies to the importer</i>)	Document identification along with document issue date
and documents containing information on the product:	
<input type="checkbox"/> identification of the product submitted for certification (<i>catalogue sheet, photograph, general description of the product</i>)	
<input type="checkbox"/> technical description (<i>design drawings, technology description, formulation, user/operator manuals, etc.</i>)	
<input type="checkbox"/> opinions of the institution evaluating the product in accordance with other regulations (<i>if applicable</i>)	
<input type="checkbox"/> test reports (number, date, name of unit conducting testing), or proof of submission of the product for testing (<i>date of submission, name of unit conducting testing</i>)	
<input type="checkbox"/> certificates held (<i>e.g. for management systems, covering production and/or supply of the product</i>)	

12. **Terms and conditions of certification services have been agreed on by:**

For the Ordering Party:

For CIOP-PIB:

.....
 Name, surname, position, signature

.....
 Name, surname, position, signature

of persons duly authorised to make commitments on behalf of the Ordering Party and the Contractor, stamp

.....
 place

.....
 date